



**PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
April 27, 2022**

NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING: The Planning Commission of Park City, Utah will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on Wednesday, April 27, 2022. Planning Commission members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom through www.parkcity.org/public-meetings. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

MEETING CALLED TO ORDER AT 5:30 PM.

1. ROLL CALL

2. MINUTES APPROVAL

- 2.A Consideration to Approve the Planning Commission Meeting Minutes from March 23, 2022
Consideration to Approve the Planning Commission Meeting Minutes from April 13, 2022
[03.23.2022 Minutes - Pending Approval](#)
[04.13.2022 Minutes - Pending Approval](#)

3. PUBLIC COMMUNICATIONS

4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

5. WORK SESSION

- 5.A **Land Management Code Amendments** - The Planning Commission Will Conduct a Work Session on Water Wise Landscaping and Discuss Updates to Land Management Code § 15-5-5(N). PL-21-05064.
[Staff Report](#)
[Exhibit A: LMC 15-5-5\(N\) Reorganized Language Draft](#)
- 5.B **Southeast Quinn's Junction Annexation Petition Work Session**
The Planning Commission Will Conduct a Work Session on the Petition to Annex Approximately 1,200 Acres of Property in the Quinn's Junction Area into Park City. The Area Proposed for Annexation Includes Richardson Flat Property Subject to the 1999 Flagstaff Development Agreement that is Restricted to Recreation Uses and the City-owned Clark Ranch Property. Proposed Zoning is Recreation and Open Space. PL-21-05031 (45 mins.)
(A) Public Input
[Staff Report](#)

Exhibit A: Flagstaff Development Agreement
Exhibit B: Ordinance No. 99-30
Exhibit C: Boundary Commission Determination
Exhibit D: Ground Lease between UPCM and PCMC

6. REGULAR AGENDA

6.A

1431 Lowell Avenue - National Ability Center's Mountain Center Subdivision – The Applicant Proposes to Create a One Lot Subdivision for their Mountain Center Operations Building. (30 min.)

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on May 26, 2022.

NAC Subdivision Staff Report
Exhibit A: Ordinance No. 2022-XX
Exhibit B: Applicant's Plat Intent
Exhibit C: Unsigned Access and Utilities Easement
Exhibit D: NAC Parking Submittal
Exhibit E: Public Input

6.B

1431 Lowell Avenue - National Ability Center's Mountain Center Conditional Use Permit – The Applicant is Seeking a CUP for their Mountain Center Operations Building. (30 min.)

(A) Public Hearing; (B) Action
Exhibit A: NAC Mountain Center Action Letter
NAC CUP Staff Report
Exhibit B: Applicant's Proposed Plan Set
Exhibit C: NAC Parking Submittal

6.C

316 Woodside Avenue - Steep Slope Conditional Use Permit - The Applicant Proposes an Addition to a Significant Structure with a Single Car Garage on a Steep Slope in the HR-1 Zone. PL-21-05087 (2 mins.)

(A) Public Hearing; (B) Continuation to May 25, 2022
Continuation Report

6.D

Municipal Code of Park City Amendments -- The "Storefront Property" Definition in Land Management Code Section 15-15-1 is Proposed to be Clarified and Municipal Code of Park City Section 12-3-1 of the Sign Code is Proposed to be Amended to Require an Active Business License to Retain the Installation of a Sign. PL-21-05063 (20 mins.)

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on May 26, 2022

Staff Report
Exhibit A: Draft Ordinance 2022-XX
Exhibit B: Ordinance No. 07-55
Exhibit C: Ordinance No. 2016-02
Exhibit D: Ordinance No. 2017-31
Exhibit E: Ordinance No. 2017-65
Exhibit F: Ordinance No. 2018-16

7. ADJOURN

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

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



**PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
March 23, 2022**

COMMISSIONERS IN ATTENDANCE: Acting Chair Laura Suesser, John Kenworthy, Sarah Hall, Doug Thimm, Bill Johnson, Christin Van Dine

EX OFFICIO: Gretchen Milliken, Planning Director; Rebecca Ward, Assistant Planning Director; Alexandra Ananth, Senior City Planner; Browne Sebright, Planner II; Spencer Cawley, City Planner; Aiden Lillie, City Planner; Mark Harrington, Senior City Attorney

1. ROLL CALL

In the absence of Chair John Phillips, Laura Suesser assumed the Chair and called the meeting to order at approximately 5:30 p.m. She reported that all Commissioners were present, with the exception of Chair John Phillips who was excused.

Acting Chair Suesser reported that the meeting would be conducted in a hybrid format, with some Commissioners attending electronically and others attending in person in the Commission Chambers.

Acting Chair Suesser read the following:

Public comments will be accepted virtually or in person in chambers. To comment virtually, use eComment or raise your hand on Zoom. 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.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from February 9, 2022.

MOTION: Commissioner Johnson moved to APPROVE the Planning Commission Meeting Minutes from February 9, 2022. Commissioner Van Dine seconded the motion.

VOTE: Commissioner John Kenworthy-Aye; Commissioner Doug Thimm-Aye; Commissioner Sarah Hall-Aye; Acting Chair Suesser-Aye. The motion passed unanimously. Commissioner Thimm noted that he was not in attendance at the February 9 meeting.

3. PUBLIC COMMUNICATIONS

There were no public communications.

4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Gretchen Milliken, informed the Commission that Staff received the Lift Upgrade Proposal from Vail/Park City Mountain Resort ("PCMR") and were processing the application. She noted that the application was not complete, but they were processing it to decide whether it would be an administrative Conditional Use Permit ("CUP") or if it would be presented to the Planning Commission. According to the 1998 Development Agreement, lift upgrades in the Mountain Upgrade Plan are to be processed through an administrative CUP. Staff was determining whether this application would fall within the Mountain Upgrade Plan. If it does, it would need to be presented to the Commission.

Commissioner Kenworthy asked if the proposal adjusted the Comfortable Carry Capacity ("CCC"). Director Milliken responded that according to the application, the CCC would be slightly adjusted, but still within the cap. She added that the CCC was one of the items Staff was reviewing.

Acting Chair Suesser asked if this application would have any bearing on the Commission's review of the PEG application and the Amendment to the Master Planned Development ("MPD"). She recalled that a section in the MPD referenced the Mountain Upgrade Plan, and while they have tried to separate mountain operations from the PEG application, it would still be an amendment to the MPD. She wondered if the Mountain Upgrade application submitted by Vail would impact the MPD review.

Senior City Attorney, Mark Harrington understood the question as whether the application would amend the MPD. He stated that this was the basis of the Staff review. If the application does not amend the MPD and is consistent with the existing Mountain Upgrade Plan, it would not require an amendment and could be processed as an administrative CUP separate from the Base Area development. He referenced the similarities with the Deer Valley MPD and added that if the on-mountain improvements are consistent with the Mountain Upgrade Plan, they could proceed. Embedded in that evaluation is the CCC update and criteria, which Staff is reviewing. Mr. Harrington commented that over the past 20 years there have been several applications that have gone each way. Some have been processed administratively and others required an amendment.

Commissioner Hall referenced public comment on the PEG application regarding the lifts that are not being operated and how that affects the CCC. She wanted to know if there was anything in the current application that requires lifts to be opened. Director Milliken stated that the application for the lift upgrades does not address any of the lifts that are not currently operating. Mr. Harrington stated that there is nothing in the Development Agreement that mandates operational requirements of lifts as those are traditionally left to the operator. The issue could be raised as part of the Commission review. He stated that arguably, if there was a permanent closure, the CCC calculation would have to be re-done, because the operation of the terrain impacts that calculation. Temporary closures would have to be tied to specific criteria.

Commissioner Kenworthy asked if the Commission could request an update on the CCC and the potential upgrades regardless of whether there would be administrative CUP or not. Mr. Harrington answered in the affirmative and Commissioner Kenworthy officially made that request. He recalled an updated number for the Old Town Lift and understood that was not being addressed at this time. Director Milliken added that as part of Staff review, a third-party consultant was hired to review the CCCs and would provide an update at the next Planning Commission meeting.

Acting Chair Suesser requested a brief overview of how a mountain upgrade could impact a CCC, and in turn impact Commission analysis of parking. Director Milliken stated that when Staff reviews the lift upgrades against the Mountain Upgrade Plan, according to the 1998 Development Agreement six criteria are considered. One is the consistency with the Mountain Upgrade Plan. The other criteria include minimizing visual impact; lift towers; and vegetation management. She highlighted the criteria that adequate parking be accounted for in the Parking Mitigation Plan to mitigate the impact of any proposed expansion of lift capacity. Acting Chair Suesser queried whether a high-speed lift, such as Eagle Lift, would increase lift capacity and therefore increase parking requirements. Director Milliken stated that this would be one of the issues they would review.

Acting Chair Suesser noted that as part of PEG's application, it was represented that no mountain upgrades were anticipated. This has obviously changed, and she requested clarification that Staff did not anticipate that these proposed mountain upgrades would impact the PEG application. Director Milliken stated that they do not know at this point if the proposed upgrade application would impact the PEG application. If this proposal is consistent with the Mountain Upgrade Plan in the 1998 Development Agreement, she did not believe it would impact the PEG development. If these upgrades were outside the Mountain Upgrade Plan, Staff would have to determine whether this application would impact the PEG application as well.

Commissioner Kenworthy clarified his understanding that if it is within the Development Agreement and the CCC numbers go over, that impact would prevent it from being subject to administrative CUP. Mr. Harrington stated that part of the process would include the consistency analysis with the Mountain Upgrade Plan. To be consistent with the Mountain Upgrade Plan, it could not exceed the existing CCC.

Commissioner Kenworthy reported that over the years he has made contributions to the National Ability Center ("NAC") and years ago he hosted fly fishing tournaments that benefitted the NAC. He stated that this would not affect his judgment on the matters scheduled for this meeting.

Commissioner Thimm reported that his employer is under contract with the NAC for its developments. He stated that he would recuse himself from any NAC matters and would rejoin the meeting upon conclusion of the NAC agenda items.

Acting Chair Suesser stated that given that the NAC matters include the first item on the agenda and at the last item on the agenda, she invited a motion to move the last item to follow the work session.

MOTION: Commissioner Kenworthy moved to have Agenda Item 6.F. moved to the first item on the Regular Agenda.

Commissioner Thimm confirmed that he would recuse himself and rejoin after the next two items.

5. WORK SESSION

- A. National Ability Center Mountain Center Operations Building Work Session – Subdivision and Conditional Use Permit – The applicant will introduce the Planning Commission to the project and identify issues and requirements prior to being scheduled for a public hearing. No Action Will Be Taken.**

National Ability Center ("NAC") representatives Meeche White, Facility Development Manager and Dan Glasser, Executive Director, joined Senior City Planner, Alexandra Ananth. Planner Ananth

reported that this project involves the ski operations building located at the base of Park City Mountain Resort ("PCMR") where the NAC currently has a trailer. The proposal would remove the trailer and replace it with a new mountain building. She explained that the applicant submitted two applications. One is for a subdivision to create a lot of record for the building. Vail would be the landowner but would lease the lot to the NAC for the construction of their building. The lot is located in the Recreation Open Space ("ROS") Zone and the CUP would be for the use as a Base Area building.

Ms. White reported that the NAC was pleased to be part of the development of a new world-class facility at the base of Park City Mountain. The current doublewide trailer building was moved into its current location in the fall of 1998 as a temporary structure that housed all of the operations of the NAC. In the fall of 2000, all operations other than the ski and snowboard operations were moved out to The Ranch at Quinn's Junction. Over the years, they made numerous repairs and modifications to the trailer, which included expanding the exterior deck and the replacement of flooring materials. The trailer houses the NAC's adaptive ski and snowboard equipment, provides locker rooms for the competitive athletes with disabilities, and houses two small offices and a reception area.

Ms. White stated that at least 50% of their adaptive equipment is stored in numerous portable storage sheds that surround the trailer. They lease lockers for instructors, which in the coming year will cost upwards of \$30,000. With the limited space, Ms. White stated that they were unable to adequately host their participants to store their day gear and change into their equipment. Most importantly, they do not have running water or restroom facilities. She offered that the trailer's useful life is over, and they cannot make any more modifications to make it serviceable.

Ms. White explained that in 2017 the NAC initially sought to build the new Mountain Center, with plans to break ground in 2018. They worked extensively with Bruce Erickson from the Planning Department to create a subdivision plan and building design to conform to the surrounding structures. She noted that there were complications regarding the easement agreement for the access road as there were multiple easements on top of each other. In addition, the plans for future base development were unknown. As a result, progress was stalled. With resolution of the easement issues, a draft Easement Agreement was now in its final stages of review and Vail has given the NAC the green light to move forward with the project. Ms. White stated that now is the ideal time to build and complete construction before any other development occurs at the Resort, thereby minimizing the effect of these projects on the community.

She explained that the basic footprint and exterior design are identical to the 2018 design, other than a small exterior vestibule added to the west side of the building. In addition, the easement agreement would support a 50-year lease on the property. The lease includes provisions for road maintenance to be handled by Vail, with the cost to be shared by users. Ms. White stated that the NAC has used resort parking for the past 36 years. The current maximum daily need is for 40 spaces at any one time, of which 20 spaces utilize disabled parking. Some staff and participants currently use the public bus system. While the current numbers are low due to COVID-19 recovery, they anticipate an increase of 5 to 10 percent starting in the 2024-2025 ski season.

She noted that in 2019, the NAC provided 4,500 lessons to a wide variety of persons with disabilities. Last year they provided 3,300 lessons. Running these lessons through the trailer has been dysfunctional. Ms. White stated that beginning in the 2023-2024 ski season, the NAC has planned a shuttle bus system for participants and staff that would utilize their ADA buses from the campus at Quinn's Junction. This plan presumes that bus lanes would be operating on State Route 248. She

explained that two shuttles would run from 8:00 a.m. to 9:00 a.m., one at 12:00 noon and two shuttles during the 4:00 p.m. hour. She expressed the belief that this would decrease their parking needs by 40 to 50 percent.

Commissioner Kenworthy asked Ms. White to clarify her reference to bus lanes. She noted that as long as the lanes currently painted on SR-248 are open, that would be sufficient as long as buses can move through the area. Commissioner Kenworthy noted that several choke points would exist for at least the foreseeable future and wanted to ensure that the applicant's plan was not contingent on having an exclusive bus lane from the NAC facility to the Resort.

Acting Chair Suesser sought clarification that the 40 to 50 percent decrease in parking needs at the Resort would result from the shuttles being run on the current shoulder and the capacity of the roads as they currently exist. Ms. White confirmed that that was the case and added that it appears that there will be limited parking with the future development at the Resort. She noted that their design includes a drop-off area and turnaround in a loading zone. The earlier bus would support staff while the later bus would support participants.

In response to a further inquiry from Acting Chair Suesser, Ms. White stated that their plan takes into account the size of their buses, which are the smaller 16 passenger Americans with Disabilities Act ("ADA") buses. She affirmed that the buses would have no problem navigating the proposed 70-foot turnaround.

Planner Ananth commented that the site is located in a Sensitive Lands Overlay ("SLO") Zone, which was not mentioned in the Staff Report. This area is also reserved as an Open Space parcel for the Base Area Development. She presented PEG's Open Space exhibit and noted that this parcel was backed out of PEG's Open Space calculations. Planner Ananth presented an aerial view that showed the parcel at the top of the First Time parking lot, adjacent to the Mountain Condominiums. She presented a photograph of the existing conditions and noted that one of the existing Magic Carpets would have to be removed to accommodate the proposed building.

In terms of access to the site, Planner Ananth explained that the current access is via the fire access lane and the entrance under the garage below the Mountain Condominiums. The pavement ends at that point, so this proposal includes extending the pavement with a small driveway and a 70-foot cul-de-sac with four parking spaces. She noted that the Fire Department reviewed this plan and is satisfied with Fire Department access to this building.

The plan would require the removal and replacement of five parking stalls in the Base Area parking lot at the top of the First Time lot.

Commissioner Van Dine asked if there would be a separation between the parking lot and the driveway. Planner Ananth replied that the proposal included a low retaining wall at the cul-de-sac that would prevent cars from entering that area. Planner Ananth referenced the Site Plan and noted that it showed the building would be 25 feet off the property line, which meets the setback requirements for the ROC District. She explained that the zoning ordinance sets forth the purpose of the SLO Zone that mentions clustering development while still allowing for reasonable uses of property. The real intent of the SLO is to prevent development on ridgelines, steep slopes, wetlands and other environmentally sensitive land. She noted that this area has already been disturbed and is neither a ridgeline nor a steep slope.

Planner Ananth requested that the Planning Commission discuss whether the applicant should be required to submit the full Sensitive Lands Analysis as part of their application, despite it being pretty clear that this is not an environmentally sensitive land. She explained that for projects within an SLO zone, the Planning Department may require the applicant to submit a Visual Assessment of the site, a Soil Investigation Report, a Geotechnical Report, slope information, fire protection and a Hydrological Report. She reported that Staff has a Visual Assessment of the project based on the submitted Site Plan. She opined that none of the other reports would be necessary but requested confirmation of that from the Planning Commission.

The Visual Assessment requires a vantage point from nine locations from a distance with a 24-foot-tall building, she stated that it would not be visible from anywhere except the Base Area. She felt that no Visual Assessment would be required as part of this application beyond what has already been submitted. She commented that the issues that need to be addressed in this Work Session and prior to bringing this back for a public hearing were as follows:

1. Whether the SLO submittal would be necessary for this ½ acre site;
2. Access;
3. Possible additional parking demand; and
4. Whether the Development Agreement needs to be amended or could the use by the NAC stand on its own as a Conditional Use.

With regard to parking, she noted that Base Area facilities are typically required to submit a Parking, Traffic and Transportation Plan for review and approval, and the applicant could submit something for the public hearing. In terms of the issue of amending the Development Agreement, she noted that the open space parcel was noted in the Development Agreement, but NAC's use of that parcel was not. Mr. Glasser clarified that the four stalls being built outside of the NAC would be drop-off spots. They also would provide access to the mountain for emergency vehicles.

Acting Chair Suesser asked where the five replaced parking stalls would be located. Planner Ananth responded that these stalls would be located in the First Time lot, adjacent to the site.

Acting Chair Suesser noted that the current NAC temporary trailer is 1,800 square feet in size; she understood from the Staff Report that the new building would be 8,000 square feet. Planner Ananth confirmed this to be true. Acting Chair Suesser stated that given the significant increase in size of the facility, she questioned whether there would be a greater parking demand. She viewed the significant increase in square footage as a significant change in use and wanted to know the impacts of that change.

Ms. White reiterated that they currently store their adaptive equipment in numerous sheds around the temporary trailer. Much of the square footage for the new structure would include storage for adaptive equipment, lockers for the athletes and instructors. She acknowledged that there might be some expansion of the programs, but it would just house everything that they do now under one roof.

Mr. Glasser commented that the operations they run out of the trailer spill out onto the snow in areas that are not part of their physical layout. Taking into consideration the bathroom access, storage and work areas outside, the current facility is much greater than the 1,800 square foot building footprint. Ms. White felt that the current structure was 2,000 square feet.

With respect to the SLO, Acting Chair Suesser referenced access and extension of Shadow Ridge to the NAC drop-off area, and requested information on access to the mountain. She felt that based on the photographs, the proposed building might impact significant areas that are currently being used to access the mountain. She wondered whether the applicant considered public access to the mountain.

Planner Ananth recognized that currently, children get dropped off to walk through the Magic Carpet area to their programs and noted that the area would still be adjacent to the parking facility so students would continue to walk up and around the building to their programs. Ms. White added that the NAC driveway would serve as snow access to the mountain for Vail and would not be used for skier drop-off.

Commissioner Johnson asked how they would prevent the general public from using those drop-off spaces. Mr. Glasser stated that the mitigation would start off with signage, and then at some point they would station a person there to halt that flow of traffic. Their intention is to have walkways for people to continue to access the mountain, and they would welcome people to continue using those sidewalks but would discourage general public drop-offs.

In response to an inquiry, Planner Ananth explained that there is a sidewalk at the front entrance to the proposed NAC building, as well as a sidewalk between the building and the existing condominiums. If participants were to use City buses, they would walk toward the driveway to a City bus stop; she noted that the bus stop at the entrance to the Resort is not ADA accessible for those in wheelchairs. It was added that the Shadow Ridge extension would have a sidewalk to allow pedestrian access.

Planner Ananth commented that the access for the NAC could be looked at both with or without PEG's proposal. Without PEG, the bus station drop-off is located in front of the ice rink where one would walk downslope to the NAC, or via the Shadow Ridge extension in the existing fire access lane. She stressed there would be minimal access changes from the existing conditions; however, if PEG's sidewalk gets extended with a ramp for the NAC, there would be a connection on PEG's property to the snow at their Ski Beach. This condition was not shown in the proposal since the PEG application has not yet been approved.

Ms. White offered another slide that showed the sidewalk and stated that people could walk up from the bus stop onto the Shadow Ridge extension; prior to any other expansions at the Resort, there is an ADA ramp that provides access from the ADA parking that currently exists.

Commissioner Van Dine asked about the current number of ADA stalls and whether any additional ADA stalls would be added. Ms. White believed there were 15 to 20 spaces. She added that while their programs might grow, this proposal is about having the space that they need to operate, not necessarily about increasing the number of participants. Mr. Glasser added that it also involves the dignity around the bathroom problem and the outage of elevators. He stressed that having their participants have to use existing bathrooms that are not ADA compliant is unfair. This proposal solves that as well and provides NAC participants that dignity.

In response to Planner Ananth's points, Commissioner Van Dine did not feel that the application should not be required to go through the entire Sensitive Lands analysis since it has been in its existing state of use for quite some time. She asked about the impacts on this project if they view this as a stand alone that does not require an amendment to the Development Agreement.

Planner Ananth explained that not having to amend the Development Agreement would result in an easier process that would only involve the Subdivision and the CUP as a Base Facility.

Acting Chair Suesser recalled that the Development Agreement contemplated an NAC facility as part of the first floor Skier Services. Planner Ananth stated that the NAC was not mentioned in the Development Agreement, nor did she recall any plans within the Master Plan Study that included the NAC. Ms. White mentioned that the owners of the Resort in the 1998 time frame talked about an NAC facility, but it was never formalized in the Development Agreement.

Commissioner Kenworthy asked about soils issues and wondered about the excavation for this project and where the soils would be located. The Civil Engineer for the project, Michael Demkowicz, Alliance Engineering, explained that the new cul-de-sac and extension of the driveway would be up in the air from existing grade and would require fill; they plan to use any excavation from the building for the fill material requirements on the site. In addition, he explained that their current grading plan includes some additional grading onto the ski area as well, and they would anticipate that any onsite excess material from this project could be used on site.

It was further stated that the structure would be slab on grade construction, and most of the excavation for the footings would be four feet. The site would then be re-graded, and the concrete floor would be poured at grade. Any excavations for footings or cut would be balanced with the locations of the project that need fill. They do not anticipate generating material that would require transport off the site. He added that there is a decent amount of slope from north to south; the excavation on the south and the footings would be used to build up the grade of the cul-de-sac, as well as blending it to the ski resort and re-grading some of the ski run. There would be approximately 3 feet on the south end from existing grade to where the new floor would be installed.

Acting Chair Suesser asked if underground parking for this facility was explored. Ms. White stated that it was not. It was added that the footprint of the proposed building did not allow for many parking spaces plus the space required for circulation. Commissioner Suesser sought clarification of the location of the NAC parking spaces, should the PEG project move forward. Planner Ananth stated that each building in the Resort would have a handicap parking requirement, there would likely be at least the same number of stalls that currently exist in Garage B, as well as some stalls in Garage E. She felt that Garage B would have easier access to the NAC and would be the primary parking area.

Acting Chair Suesser commented that she did not have a good understanding of the access from Garage B to the proposed site. Planner Ananth explained that one would use the elevator from Garage B to the ground level and cross Lowell Avenue, and then the Shadow Ridge extension to the sidewalk; upon arrival at the cul-de-sac, they would cross to enter the NAC building.

Acting Chair Suesser noted that 20 to 30 people would be taking that route every day. She agreed that an SLO evaluation would probably not be needed for this application. She also agreed that the applicant should address the items listed in the Staff Report before a public hearing.

In response to whether the applicant should seek to amend the Development Agreement to show their footprint in the open space parcel, Acting Chair Suesser stated that she had often looked at the potential NAC drop-off area as a potential additional drop-off area that PEG could incorporate into their Circulation Plan. She wondered if using that drop-off area for the NAC and locating the building in that location was the best use of that area.

Planner Ananth agreed that teams might start poaching the NAC drop-off area. The NAC would have to install signage and staff that drop-off area. In terms of the location of the facility, this is the site that Vail agreed to lease to NAC for their facility. PEG was not involved in those discussions.

Commissioner Hall agreed with the soils analysis. Commissioner Johnson agreed that a Sensitive Lands study would be unnecessary. He reiterated his feeling that a lot of people would use the NAC drop-off, so he urged the applicant to come up with a plan. He had no issue regarding parking and did not feel that this project needed to amend the Development Agreement, as long as it is included in any future amendments to the parking lots.

Acting Chair Suesser was not ready to sign off on the issue of the Development Agreement, and felt it needed to be further discussed and analyzed.

Commissioner Van Dine stressed that the NAC drop-off needed to be strictly enforced. Mr. Glasser remarked that this would be a massive improvement for the NAC's participants. Commissioner Kenworthy noted that the existing driveway would not be widened; rather, it was just being extended. Mr. Glasser stressed that the NAC would do what it takes to make it work for their population; he mentioned running their shuttles earlier or moving up their program times. He stated that this building would provide the opportunity for the NAC to have all of their equipment in one location and have housing for the competitive teams. He described it as a transformative moment for the NAC to alleviate the pressure in the system.

Commissioner Kenworthy clarified that the sidewalk would be the only additional width to the existing street. Planner Ananth noted that under PEG's plan, the fire access lane would be widened with a 12-foot-wide sidewalk along the Shadow Ridge extension. Commissioner Kenworthy agreed that the garage currently had capacity for additional cars but felt that the shuttles would be backed up just by the ingress and egress of the garage. He was concerned how that would be mitigated.

Mr. Glasser stated that this occurs today, and the NAC has adjusted and moved up start times to alleviate its portion of the stress to the system.

Commissioner Van Dine agreed that the NAC needs the space and would love to see them have the appropriate space and facilities for its athletes. While the location might not be ideal, she noted that the NAC was working with limited funds and limited abilities to decide where they could operate. Overall, she hoped that they could approve this space for the NAC.

Acting Chair Suesser agreed with Commissioner Van Dine's statements and understood how transformative this new space would be for its programs and participants. She questioned, however, whether from a planning perspective this was the best location and use given the circulation issues and the PEG plans. She wants to see this facility put somewhere but was not convinced that this would be the right location with the right access.

Commissioner Johnson asked if Acting Chair Suesser did not agree with the PEG Circulation Plan. She expressed that the PEG Circulation Plan was flawed and approving the proposed access to the NAC building in this proposed location would eliminate an option for better circulation under the PEG plan. Commissioner Johnson agreed with Acting Chair's Suesser's comments.

Commissioner Kenworthy commended Vail for working with the NAC and added that everyone agrees that this represents a core value to the community, and many visit and live in Park City because of the NAC. He expressed heartbreak at seeing the traffic and the participants with special

needs that cannot get to the facility. That is a key consideration for how he views this proposal. He urged everyone to do the best they can and get the needed access and parking.

REGULAR AGENDA

Agenda Item 6.F. was the first matter considered by the Commission. After its conclusion, a short recess was taken, and Commissioner Thimm rejoined the meeting.

A. 7700 Marsac Avenue - Conditional Use Permit - The Applicant Requests to Use Two (2) Trailers for Temporary Sleeping Quarters for the Park City Fire District During Reconstruction of the Silver Lake Fire Station No. 34 PL-22- 05163.

City Planner, Spencer Cawley, presented a graphic showing the Mine Bench location where the temporary trailers and storage of fire trucks and apparatus would be located. He explained that the area in blue is owned by Park City, and the area in red is owned by the Jordanelle Special Service District ("JSSD"). The Fire District has proposed use of the Mine Bench for storage and living quarters within the red area as shown on the graphic. He added that the Fire District would have to access the site from Marsac Avenue and travel through the City-owned portion of the property. Planner Cawley noted that on February 3, 2022, the City Council received a Staff communication regarding this request, and no concerns were expressed.

Planner Cawley shared another graphic and pointed to the approximate location of the proposed trailers. These structures would be connected to existing water, sewer and electrical utilities. No additional utilities would need to be brought in to accommodate this request. He explained that the fire trucks would be parked in front of the trailers to allow for quick access and daily maintenance. JSSD expressed no issue with this plan, and they have a storage agreement that is attached to the Staff Report.

Planner Cawley noted that the trailers would be 64' x 13' and equipped with a kitchen, bathroom and sleeping quarters. They propose to use these trailers for approximately 9 months. He highlighted one of the Conditions of Approval that this CUP would expire on January 1, 2023. He explained that the proposal complies with the Recreation and Open Space Zoning District requirement calling for 25-foot front, side and rear setbacks. The temporary trailers would be placed on site such that they meet that setback requirement. He added that the property owned by Park City measures nearly 30 acres and the JSSD portion is two acres.

Planner Cawley stated that the proposal also complies with LMC Section 15-1-10(E), which states that essential municipal public utility uses, facilities, services and structures greater than 600 square feet are considered a Conditional Use in the ROS Zoning District. He went through each of the CUP criteria and noted that there would be no unmitigated impacts of the proposal's Size and Location, and again noted that the total parcel size was 29.07 acres. In terms of Traffic Capacity, there would be no significant increase to traffic, as there would only be four Fire District personnel onsite at any one time.

With respect to Utility Capacity, he reminded that utilities would all be temporary connections to sewer, water and power. The Fire District has worked with the Engineering Department to coordinate those temporary connections. Planner Cawley explained that for Emergency Vehicle Access, parking on site is limited, and all of the equipment will have the required distance to enter and exit the site, as well as the ability to turn around for emergency uses.

The first Condition of Approval pertains to Off-Street Parking. Three off-street parking spaces will be required to accommodate Fire District Staff. He explained that Condition of Approval #2 would address the Internal Vehicular and Pedestrian Circulation criterion by stating that these uses shall not impede vehicular or pedestrian circulation. He noted that there were no unmitigated impacts to Fencing, Screening and Landscaping, or Building Mass, Bulk and Orientation.

Planner Cawley noted that they included Condition of Approval #3 related to Useable Open Space that states that the Park City Fire District shall limit the use to the Mine Bench site as it is approved in the Site Plan. Any deviations from the Site Plan would require additional Planning Commission review. Condition of Approval #4 states that there shall be no signs or outdoor lights either proposed or approved with this application. The Physical Design criterion was not applicable to this application.

With respect to Noise, Vibration, Odors and Steam, they included a typical Condition of Approval that the use shall comply with the Municipal Code. For Delivery and Service Vehicles and Loading/Unloading Zones, the Fire District has stated that they do not anticipate any deliveries after April 1st; Staff has conditioned this criterion by stating that the applicant shall manage the collection of recycling and trash associated with the use of the site. Planner Cawley noted that all involved parties agreed to the use of the temporary structures. He added that a Sensitive Lands analysis was unnecessary. He referenced Goal 14 of the General Plan, and highlighted Objective 14A, which states that it would provide reliable public resources to ensure the health, welfare and safety of residents and visitors.

Planner Cawley mentioned an additional Condition of Approval that states that this use would expire on January 1, 2023; if the Fire District needs to use the site beyond that date, they would return to the Planning Commission for consideration of an extension. He reported that no additional concerns about this application were raised by the Development Review Committee or the Planning, Engineering or Legal departments.

Public notice was issued on March 9, 2022, to the City's website and to the Utah Public Notice website. Notice was also posted to the Mine Bench property directly and legal notices were published in the *Park Record* and mailed to property owners. Planner Cawley noted that no public input was received prior to this meeting.

Acting Chair Suesser asked if the location for this site was chosen so that the level of service could be maintained in the Silver Lake area during construction of the new facility. She also inquired whether there were any other available locations to accommodate the temporary facility. Planner Cawley responded that the existing site for the fire station was so small that there was no other alternative location. One of the main reasons that the Mine Bench was selected was that it has the space. This location also gives the District the flexibility to proceed with the full demolition and reconstruction of the fire station in a timely manner. He added that two fire trucks would be housed at Mine Bench.

Park City Fire District's Logistics Officer, Brett Colgan, offered to answer any questions on this application. In response to an inquiry regarding maintaining the level of service, Logistics Officer Colgan confirmed that the level of service would be maintained from this temporary location. Acting Chair Suesser asked if anything was being displaced on the Mine Bench by the temporary relocation of the Fire Department. Logistics Officer Colgan stated this area was open, and that nothing would be displaced.

Commissioner Thimm referenced Condition of Approval #3, and the requirement that any deviation from the plan would require further Planning Commission review. He wondered if they could modify that to state that minor deviations could be reviewed and approved at the Staff level, and minor deviations to the Site Plan would be at the discretion of the Planning Director. Commissioners Van Dine, Kenworthy and Johnson agreed with this suggestion. Additionally, Commissioner Kenworthy thanked JSSD for their cooperation on this issue.

Acting Chair Suesser reiterated her request for confirmation that this location was necessary because they could not use other sites, such as Public Works, because the equipment would be too far from Silver Lake to adequately service that area in the event of a fire. Logistics Officer Colgan confirmed this to be accurate. Commissioner Kenworthy included Empire Pass in this discussion, which Logistics Officer Colgan also confirmed.

Acting Chair Suesser opened the public hearing. There being no public comment, Acting Chair Suesser closed the public hearing.

MOTION: Commissioner Kenworthy moved to approve the Conditional Use Permit to Use Two (2) Trailers for Temporary Sleeping Quarters for the Park City Fire District During Reconstruction of the Silver Lake Fire Station No. 34 at 7700 Marsac Avenue, as amended by Commissioner Thimm:

Findings of Fact

1. The subject property is located at 7700 Marsac Avenue in the Recreation and Open Space (ROS) Zoning District.
2. The property was annexed into the City in 1999 under the June 24, 1999, Flagstaff Mountain area annexation.
3. In 2002, a portion of the Silver Mine Bench property was conveyed to Jordanelle Special Service District (JSSD) and conveyed by deed.
4. The Applicant proposes using the site to store firefighting apparatus and two trailers for temporary living quarters from April 2022 – December 2022.
5. Essential Municipal Public Utility Uses, Facilities, Services, and Structures greater than 600 square feet in the ROS Zoning District are considered a Conditional Use.
6. Each trailer is 64' x 13', approximately 1,664 square feet total.
7. JSSD and PCFD have entered into a storage agreement for the Use of the property.
8. All Structures in the ROS Zoning District must be no less than 25 feet from the boundary line of the Lot, district, or public Right-of-Way.
9. Conditional Use Permits require review pursuant to the criteria outlined in Land Management Code § 15-1-10(E).
 - a. Size and Location of Site—No unmitigated impacts. Storage of the apparatus is proposed to be near the temporary trailers for quick access and daily

maintenance. The temporary trailers are proposed to be on the JSSD portion of the property and are situated in a way that allows for connection to electricity, sewer, and water.

- b. Traffic Capacity—No unmitigated impacts. Apart from answering emergency calls, there is no significant increase in traffic.
- c. Utility Capacity—No unmitigated impacts. PCFD has worked with the Engineering Department to coordinate temporary connections to the sanitary sewer and water lines. There is an existing permit for connecting the power.
- d. Emergency Vehicle Access—No unmitigated impacts. Parking on-site is limited to existing parking stalls. Emergency vehicles will have the required distance to enter and exit the site.
- e. Off-Street Parking—Condition of Approval 1. Public Utility Uses require one (1) space per five (5) seats, or two (2) spaces per three (3) employees, or one (1) space for 1,000 square feet of floor Area, whichever is greater.
- f. Internal Vehicular and Pedestrian Circulation—Condition of Approval 2. The Use shall not impede vehicular or pedestrian circulation.
- g. Fencing, Screening, and Landscaping—Not applicable.
- h. Building mass, bulk, and orientation—No unmitigated impacts. The temporary trailers are 64' x 13' each and are appropriate in scale and location for the Mine Bench Site.
- i. Useable Open Space—Condition of Approval 3. PCFD will limit the Use to the Mine Bench Site as approved in the site plan. Any deviation from this plan will require additional review.
- j. Signs and Lighting—Condition of Approval 4. No signs or lighting are proposed or approved under this CUP.
- k. Physical Design and Compatibility with Surrounding Structures—Note applicable.
- l. Noise, Vibration, Odors, Steam, or Other Mechanical Factors—Condition of Approval 5. The Use shall comply with Municipal Code 6-3, Noise.
- m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and screening of Trash and Recycling Pickup Areas—Condition of Approval 6. PCFD shall manage the storage and collection of all trash and recycling associate with the temporary Use of the Site.

- n. Expected Ownership and Management of the Project— The Mine Bench property is owned by Park City Municipal and JSSD. On February 3, 2022, the City Council received a Staff Communication regarding the temporary location of the trailers for PCFD use. JSSD and PCFD entered into a storage agreement for use of the Mine Bench Property. PCFD will manage the project.
- o. Within and Adjoining Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, Park City Soils Ordinance, Steep Slopes— No unmitigated impacts. The temporary trailers are proposed to be located on a level portion of the site that is paved. The temporary trailers will not permanently alter or further disturb the paved area.
- p. General Plan Consistency—Complies. In the General Plan, Goal 14 states “The future of the City includes limits to foster innovative sustainable development, protect for community vision, and prevent negative impacts to the region.” To meet this goal, Objective 14A states the City will provide reliable public resources to ensure the health welfare, and safety of residents and visitors.

Conclusions of Law

- 1. The Application complies with all requirements of the LMC.
- 2. The Use is compatible with surrounding Structures in Use, scale, mass, and circulation.
- 3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

- 1. PCFD shall ensure three (3) off-street parking spaces are available for the firefighters staying at the Mine Bench site.
- 2. The Use shall not impede vehicular or pedestrian circulation.
- 3. PCFD shall limit the Use to the Mine Bench Site as approved in the site plan. Minor deviations will be reviewed and approved at the Staff level, and minor deviations to the Site Plan will be at the discretion of the Planning Director. Any other deviation from this plan will require additional Planning Commission review.
- 4. No signs or outdoor lighting are proposed or approved with this Application.
- 5. The Use shall comply with Municipal Code Chapter 6-3, Noise.
- 6. PCFD shall manage the storage and collection of all trash and recycling associated with the temporary Use of the Site.

7. If construction of Fire Station 34 is delayed beyond the expiration of this CUP, which is January 1, 2023, then PCFD shall request the Planning Commission consider extending the CUP approval to accommodate the updated construction timeline.

Commissioner Thimm seconded the motion.

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

B. 1281 Rothwell Road - Plat Amendment - The Applicant Proposes Combining Lots 23 and 24 of the Kings Crown Re-Subdivision to Create a Single Lot of Record in the Recreation Commercial Zoning District. PL-22-05137 (A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on April 28, 2022.

Planner Cawley presented the staff report and stated that the application was for a Lot Combination Plat for 1281 Rothwell Road. The location is part of the Kings Crown Re-Subdivision. He presented a graphic showing the two lots sought to be combined. The two lots are part of the Recreation Commercial Zone ("RC"), which abuts the Recreation Open Space and the Historic Residential-1 Zones. The existing Lot 23 contains a single-family dwelling that was constructed within the last few years. Planner Cawley stated that Lot 24 is vacant and unimproved. He stated that if this Lot Combination is approved, the applicant proposes an 800 square foot addition to the existing home, while leaving a 13-foot landscaped area along the lot line along Lot 25.

Planner Cawley listed the prior approvals for this property. In January 2018, the Planning Commission approved the Kings Crown MPD, and the next month the City Council adopted the ordinance that approved the Kings Crown Re-Subdivision Plat and established 27 single-family lots, of which Lots 23 and 24 are a part. He added that in June 2018, the Planning Commission ratified the Development Agreement. In May 2019, the Planning Commission reviewed and approved an MPD amendment, and in January 2021 the City Council adopted an ordinance that combined Lots 27, 28 and 29 into two single-family lots.

Planner Cawley stated that the proposed Plat Amendment complied with the Recreational-Commercial Zoning District requirements. This Lot Combination would not change lot depth, front or rear setbacks, or building height requirements. The combined Minimum Lot Area would be 6,369 square feet. The combined Lot Width would be 70 feet, and the combined Maximum Building Footprint would be 2,226 square feet. He added that Condition of Approval #8 states that the applicant shall include a Plat Note stating the Maximum Building Footprint for the combined lots. Planner Cawley also noted that the side setback would increase to five feet.

Planner Cawley reported that Staff found good cause for the Plat Amendment because it preserves current land uses and the character of the zoning district. Additionally, no public street or right-of-way would be vacated or amended and there are no easements that would be vacated or amended. He offered that some of the purposes of this Zoning District are to provide opportunities for variation in architectural design and housing types, encourage the cluster of development to preserve open space, and minimize site disturbances and impacts of development. He commented that this Plat Amendment would respect the existing Plat Easements and would not request a vacation of any right-of-way.

Planner Cawley stated that Staff recommended that the Commission forward a positive recommendation to the City Council on March 31, 2022, for the Kings Crown Re-Subdivision Third

Amended Plat Amendment because it complies with the standards of the Final Subdivision Plat as found in the LMC. He referenced the analysis in the Staff Report that demonstrates that the proposal impact would reduce the density of the Subdivision and would mitigate additional construction disturbances. He reported that on February 1, 2022, the Development Review Committee, Planning, Engineering and Legal Departments reviewed this application and requested two additional Conditions of Approval. Condition of Approval #9 from the Engineering Department states that the applicant shall abandon the sewer and water laterals at the mainline, and the sealing of the laterals must be supervised by the service provider.

He continued by stating that Condition of Approval #10 from the Development Review Committee states that the applicant understands that unit density would be forfeited by the Lot Combination and may not be used or transferred to a different part of the Subdivision. Planner Cawley confirmed that public notice requirements were met, and that Staff did not receive any public input prior to this meeting. He reiterated that Staff recommends that the Planning Commission review the Kings Crown Re-Subdivision Third Amended Lot Combination that combines Lots 23 and 24, hold a public hearing and consider forwarding a positive recommendation for City Council's consideration on April 28, 2022. He corrected his prior reference to City Council consideration on March 31, 2022.

Acting Chair Suesser asked if the 800 square foot addition triggered an additional parking requirement. Planner Cawley explained that would be part of the plan review for the building permit but noted that the proposal includes additional off-street parking. Chimso Onwuegbu, AIA, the project's architect, explained that the plans call for an additional garage spot on Lot 24 as part of the addition.

Acting Chair Suesser asked if the applicant would be held to the 800 square foot addition if they approve the Lot Combination. Mr. Onwuegbu responded that once the lots were combined, the Maximum Footprint would determine what they would be allowed to add, so pursuant to the LMC, the applicant could not add more than the 800 square feet. Commissioner Thimm felt that this Plat Amendment would result in a less intensity of use, less strain on public facilities and less traffic; he did not oppose this Plat Amendment. Commissioner Kenworthy expressed agreement. Commissioner Hall echoed the comments of Commissioner Thimm.

Acting Chair Suesser expressed her understanding that an approval of this application would restrict the addition on Lot 24 to 800 square feet. Planner Cawley confirmed that this understanding was correct. He referenced Condition of Approval #8, which states: "The applicant will include on the Plat a note which states that the maximum Building Footprint for the combination of these two lots is limited at 2,226 square feet." Therefore, the 800 square feet would be in addition to the existing structure, which puts them at 2,226 square feet.

Commissioner Johnson referenced the snow storage easement and asked if the garage on Lot 24 would impact that easement. Mr. Harrington responded that snow storage easements are typically in the front area setbacks so that it does not conflict with building location. The City Engineer would approve the easement location on the Final Plat. Commissioner Johnson agreed with Commissioner Thimm's comments and was agreeable to moving forward with this application.

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

MOTION: Commissioner Van Dine moved that the Commission forward a positive recommendation for City Council's consideration for 1281 Rothwell Road Lot Combination for Lots 23 and 24 of the

King's Crown Re-Subdivision, Third Amended, based on the Findings of Fact, Conclusions of Law and Conditions of Approval in the Draft Ordinance as follows:

Findings of Fact

Background:

1. The properties are located at 1275 & 1281 Rothwell Road.
2. The properties are listed with Summit County as: a. 1275 Rothwell Road – Lot 24, Kings Crown Re-Subdivision; Parcel number KCRS-24; and b. 1281 Rothwell Road – Lot 23, Kings Crown Re-Subdivision; Parcel number KCRS-23.
3. The properties are in the Recreation Commercial (RC) Zoning District.
4. The properties are part of the Kings Crown Master Planned Development.
5. On January 12, 2022, the Planning Department received a complete Plat Amendment application.
6. The proposed Plat Amendment combines Lots 23 and 24 to create one Lot-of Record.
7. No easement is vacated or amended as a result of the Plat Amendment.
8. Lot and Site Requirements for Single-Family Dwellings in the RC Zoning District are regulated per LMC §15-2.16-5.
9. A Single-Family Dwelling is an allowed Use in the RC Zoning District and requires a minimum lot size of 1,875 square feet. The proposed combined Lot size is 6,369 square feet.
10. The minimum Lot width in the RC Zoning District is 25 feet. The proposed combined Lot is 70 feet.
11. The combined Lot depth is 94 feet.
12. The required Front Setback for the combined Lots is 12 feet.
13. The required Rear Setback for the combined Lots is 12 feet.
14. The required Side Setback for the combined Lots is 5 feet each side.
15. The Maximum Building Footprint in the RC Zoning District = $(\text{Lot Area}/2) \times 0.9$ Lot Area/1875. The maximum Building Footprint for the combined Lots is 2,226 square feet.

Conclusions of Law

1. There is Good Cause for this Plat Amendment.

2. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.16 Recreation Commercial (RC) Zoning District and LMC § 15-7.1-6 Final Subdivision Plat.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year, the approval for this Plat Amendment will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. A non-exclusive ten-foot (10') public snow storage easement on Rothwell Road shall be dedicated on the plat.
5. Any new construction shall comply with the Land Management Code at the time of Application submittal.
6. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
7. The Applicant shall complete the Historic District Design Review process and gain approval before applying for a building permit, pursuant to the King's Crown Master Planned Development.
8. The Applicant shall include a Plat note stating the maximum building footprint is 2,226 square feet.
9. The Applicant shall abandon the sewer and water laterals at the main line. The sealing of the laterals must be supervised by the service provider.
10. The Applicant understands that the unit density is forfeited by the Lot combination and may not be used or transferred to a different part of the Subdivision.

Commissioner Thimm seconded the motion.

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

C. 1304 Park Avenue – Plat Amendment – The Applicant Proposes Removing the Internal Block Line to Create a Single-Lot of Record, Amending the Plat to Create One Lot in the Historic Residential-Medium Density Zoning District. PL22-05156.

City Planner, Aiden Lillie, stated that the application proposes to remove an Internal Block line in order create a single lot of record. This proposed Plat Amendment would convert this metes-and-bounds parcel into one legal lot of record totaling 4,125 square feet. Planner Lillie explained that this parcel was originally created as part of Snyder's Addition to Park City. The records show that the Block line was never created; the home on the lot was constructed in approximately 1885 on top of the Block line in the 13th row or right-of-way. She added that the home is a Landmark Historic Site on Park City's Historic Sites Inventory and also listed on the National Register of Historic Places. It is located in the City's Historic Residential-Medium ("HRM") Density Zoning District.

Planner Lillie recalled that on July 12, 2018, the City Council reviewed the Plat Amendment and approved an Ordinance creating what would have been a recordable Plat; however, the Plat was not recorded. An extension was approved for the prior owner; however, when the property was sold the previously approved Plat still had never been recorded. On February 7, 2022, the Planning Department received a complete Plat Amendment application from the new owner. There have been no changes to Code or circumstances, so the proposed Conditions of Approval remain unchanged.

She explained that the proposed Plat Amendment complies with the HRM Zoning District requirements and referenced the chart in the Staff Report. She also referenced the Code that would allow this structure as a valid Non-Complying Structure since it was constructed with a zero front setback and three-foot side setback.

Planner Lillie stated that Staff found good cause for this proposal because the removal of the Internal Block line would resolve existing issues and preserve the character of the neighborhood, which is one of the HRM's purposes. She noted in addition that part of the HRM Zone's purposes were also to allow a continuation of permanent residential and transient housing in original residential areas of Park City, as well as to encourage the rehabilitation of existing Historic Buildings and/or Structures. She added that the removal of the Internal Block line would allow for the lot lines to be cleaned up and resolve existing encroachments into the City's right-of-way.

Planner Lillie reported that the Development Review Committee reviewed this application. The Engineering Department was the only department that provided comments, which she listed as follows:

- a. Show the right-of-way lines and their dimensions;
- b. Add a road centerline and bearing;
- c. Add a centerline to the right-of-way line dimension; and
- d. Add a 10-foot-wide snow storage easement and a five-foot wide public utility easement around the parcel.

She confirmed that the applicant has agreed to make these changes to the proposed Plat, and Staff included Condition of Approval #8 and #9 regarding the notation of the easements on the Plat.

Planner Lillie noted that Staff did not receive any public input to this application. Staff recommended that the Planning Commission review this application, hold a public hearing and consider forwarding a positive recommendation for City Council's consideration on April 28, 2022, based on the Findings of Fact, Conclusions of Law and Conditions of Approval.

Acting Chair Suesser asked about the difference between a Block line and a Lot line. Planner Lillie explained that this would be considered a Block line because it was platted without Lot lines and ultimately given the title of "Block."

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

Acting Chair Suesser referenced the notations on the Plat showing the right-of-way and the centerline of the road but noted that these were not included in the Conditions of Approval. She asked if those changes had been made to the Plat. Planner Lillie represented that the applicant agreed to those changes, although she had not yet received the redlined Plat. She stated that those could be added to the Conditions of Approval.

Mr. Harrington commented that they do not add those comments as Conditions of Approval; he explained that both he and the Engineering Department have separate signatory responsibility for the Plat, so these would be part of that review and would be part of technical corrections under the City Engineer's authority. He did not recommend including these in the Conditions of Approval.

MOTION: Commissioner Kenworthy moved that the Commission forward a positive recommendation for City Council's consideration on April 28, 2022, for 1304 Park Avenue Plat Amendment, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as follows:

Findings of Fact

Background:

1. The property is located at 1304 Park Avenue.
2. The Applicant is proposing to remove an internal block line between Block 24 of Snyder's Addition to Park City Survey and 13th Street.
3. The Northern portion of 1304 Park Avenue is Block 24 of Snyder's Addition to Park City, this Block has no Lots. The Southern portion of 1304 Park Avenue is the 13th Street Right-of-Way.
4. The proposed Plat Amendment converts a metes and bounds parcel into one legal lot of record, which will include 4,125 square feet.
5. The Single-Family home was built in circa 1885 and is designated as Landmark on the Park City Historic Sites Inventory and listed on the National Register of Historic Places.

6. On February 7, 2022, the Planning Department received a complete Plat Amendment application.
7. All Findings in the Background Section are incorporated herein as findings of fact.

Zoning District:

8. The property is located in the Historic Residential Medium (HRM) Zoning District.

Public Notice Requirements:

9. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 9, 2022.
10. Staff mailed courtesy notice to property owners within 300 feet on March 9, 2022.
11. *The Park Record* published notice on March 9, 2022. LMC § 15-1-21.

Lot and Site Requirements:

12. The *proposed* Lot complies with the HRM Zoning District Requirements outlined in LMC § 15-2.4.
13. A Single-Family Dwelling is an allowed Use in the HRM Zoning District and requires a minimum lot size of 1,875 square feet. The proposed Lot sizes comply with this requirement, containing 4,125 square feet.
14. The minimum Lot width in the HRM Zoning District is 37.50 feet. The proposed Lot complies with this requirement, containing 55 feet.
15. The required Front Setback for Single-Family is 15 ft. Per LMC § 15-2.4-4, 1304 Park Avenue is a valid Non-Complying Structure with a front setback of 0 ft.
16. The required Rear Setback is 10 Ft. 1304 Park Avenue complies with a 15 ft. Rear Setback.
17. The required Side Setback is 5 ft. Per LMC § 15-2.4-4, 1304 Park Avenue is a valid Non-Complying Structure with Side Setbacks of 3 ft. and 5 ft.

Conclusions of Law

1. There is Good Cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.4 HRM and LMC § 15-7.1-6 Final Subdivision Plat.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The fence encroaches at multiple points over the property line into the neighboring Cottages on the Park Subdivision. The applicant shall either remove the existing fence or enter into an encroachment agreement with the neighbor if the fence is to remain in its existing location.
4. The existing concrete retaining wall encroaches approximately seven feet into the right-of-way. The applicant shall remove the encroachment of the existing retaining wall prior to recordation of this plat amendment.
5. The existing main building and front porch encroach approximately 1 foot into the right-of-way. The applicant will work with the City Engineer to enter into an encroachment agreement for this structure, given the historic designation.
6. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
7. Any changes to the existing Historic Structure and new construction must maintain all requirements of the HRM Zoning District, as well as the Design Guidelines for Historic Districts and Historic Sites found in LMC Chapter 15-13.
8. A 10-foot public snow storage easement on Park Avenue shall be noted on the Plat.
9. A five-foot wide public utility easement around Lot A on the 1304 Park Avenue Plat Amendment shall be noted on the Plat.

Commissioner Van Dine seconded the motion.

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

- D. 45 Hillside Avenue - Steep Slope Conditional Use Permit - The applicant is proposing a subterranean, detached single-car garage that is located within the front setback on a non-historic Single-Family Dwelling. PL-21-05085**

City Planner, Browne Sebright, explained that this was an application for a Steep Slope CUP. He noted that Caitlyn Barhorst, the applicant's representative, was also in attendance. He reported that the applicant proposed a below-grade detached single-car garage located in the front setback of a non-Historic single-family home. This property is located in the Historic Residential-1 ("HR-1") Zoning District. The home currently has no off-street parking and under the LMC, the Planning Commission has the authority to review Steep Slope CUPs for lots over 3,750 square feet and this lot meets that requirement.

Planner Sebright noted that this property was first described in a lot line adjustment in 1994, which combined it with some remnant parcels on which the home was built. He added that this proposal was initially submitted as a Historic District Design Review (“HDDR”) pre-application, and Staff identified that it would require a Variance based on its location. He added that the applicant submitted a Variance application, and the Board of Adjustment granted the Variance for the front setback at approximately one foot and the location of an Accessory Building in front of the main building.

Planner Sebright explained that following that approval, the applicant proceeded with an HDDR that was reviewed by the Planning Department, which found it to be compliant with the Historic District Design Guidelines. Concurrently, the applicant worked on the Steep Slope CUP application presently before the Commission. He stated that the property is located in a unique location at the base of Hillside Avenue where it fans out as it approaches Main Street and Daly Avenue. Planner Sebright showed the Commission the existing street view and the location of an existing parking spot. The proposal seeks to place the detached garage in the same location. He added that in this location, Hillside Avenue is a two-way street; however, vehicles cannot pass at the same time and over the years this has caused a number of traffic accidents. This has led the applicant to seek a parking space that would be more protected than what currently exists in the public right-of-way.

Planner Sebright presented a rendering of the proposed garage. The existing wall and staircase would be retained. He noted that once the garage is installed, the applicant has proposed to backfill and re-vegetate to approximate the natural grade. He noted that at the time of the Lot Line Adjustment in 1994, the City was the beneficiary of an Open Space Parcel of approximately 200 square feet on which no structure could be built. He stated that this proposal would remain outside of that Open Space parcel.

Planner Sebright reported that Staff reviewed the application against the HR-1 requirements and found that it complies with the Variance granted by the Board of Adjustment. Lot size, lot width, rear and side setbacks, and building heights remain unaffected. The addition would be within the allowed Maximum Building Footprint. With regard to the front setback, a Variance was granted, and the Accessory Building was proposed to have a one-foot setback from the front lot line.

Planner Sebright next addressed the proposal in terms of the Steep Slope requirements. Staff found it complied with those requirements, and referenced the various criteria listed in the Staff Report. He highlighted that Access would change slightly due to the new driveway, and through the HDDR process, they have ensured that the driveway would remain at 10-feet wide. In addition, pedestrian access would still be accommodated and comply with the Design Guidelines. He referenced photographs showing other examples of garages and parking areas along Hillside Avenue. He noted that the proposal complied with the setbacks given the Variance that was granted.

He noted that the Design Review Team, Planning Department and the Development Review Committee reviewed this application and the comments from this review were incorporated in the Findings of Fact and Conditions of Approval. He confirmed that this application was publicly noticed, and one comment was received from a neighbor who expressed support for the project. Planner Sebright stated that Staff recommended the Planning Commission review the proposal, conduct a public hearing, provide feedback and consider approval of the Steep Slope CUP.

Acting Chair Suesser referenced the photographs attached to the Staff report and asked if there was a historic mining shack near the telephone pole in front of the applicant's property. Planner Sebright confirmed that the shack was not a Historic Structure. In response to further inquiry regarding a

concrete driveway shown on the photographs, Planner Sebright responded that the driveway was for the use by the neighboring property. Ms. Barhorst confirmed that there was one single-family dwelling on the applicant's property.

Planner Sebright confirmed that the proposed garage would be a single-car garage. Because the parking spot in front of the home is within the right-of-way, the applicant was not seeking to include that spot in the approval of the CUP. The applicant currently parks in that right-of-way. Planner Sebright explained that residents in this District are allowed to get permits for on-street parking and that is what this applicant has been doing for years. They have found, however, that parking on street was unsafe for them and their vehicles.

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

MOTION: Commissioner Van Dine moved to approve the Steep Slope Conditional Use Permit for 45 Hillside Avenue, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as follows:

Findings of Fact

1. On June 20, 1996, City Council adopted Ordinance No. 2021-45, approving The Bluejay Parcel Lot Line Adjustment combining portions of Lots 10 and 11 of Block 19 of the Park City Survey. The property is described as parcel BJAY-ALL.
2. The lot contains a 200 square foot parcel of land (Parcel B) that is described in Note #3 of the Plat as being subject to the restrictions of Quit Claim entry No. 450706, Book 925, Pages 722-724. Parcel B on the plat is denoted "Open Planning Department Space," and under the terms of the Quit Claim deed is subject to an open space easement that states: "Grantee shall not construct any structure or building on the parcel". Park City Municipal Corporation is the beneficiary of the easement.
3. The owner currently parks in an asphalt parking pad parallel to Hillside Avenue and accesses the house via stairs and paths. This space is not approved private parking for 45 Hillside Avenue, but, rather, it is located in the City ROW and is considered public parking. There is no other parking on site.
4. The property is located at 45 Hillside Avenue.
5. The property is located within the Historic Residential – 1 (HR-1) Zoning district.
6. The applicant proposes a detached garage to be constructed within a slope greater than 30% and requires a Steep Slope Conditional Use Permit.
7. Planning Commission approval is required for Steep Slope Conditional Use Permits on Lots greater than 3,750 square feet. 45 Hillside Avenue is a 6,534- square-foot Lot.
8. The purposes of the Historic Residential – 1 (HR-1) Zoning District are in part to encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and to maintain existing residential

neighborhoods and to establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

9. The Minimum Lot Size for a Single-Family Dwelling in the HR-1 Zoning District is 1,875 square feet. The Lot is 6,534 square feet.
10. The Minimum Lot width in the HR-1 Zoning District is 25 feet. The Lot width is 87 feet.
11. There is an existing 1,408 square foot Single Family Dwelling on the property. It is a non-historic site.
12. The proposed detached garage is an Accessory Building.
13. The Lot is 6,534 square feet, and the Quit Claim deed states that, the "Grantee shall not construct any structure or building on the [open space] parcel" and that, "Subject to the restriction that no floor area shall be drawn from the parcel in conjunction with development on Grantee's adjoining property". The Lot area minus the area of the Open Space Parcel is 6,334 SF.
14. The Maximum Building Footprint for a 6,334 square-foot Lot in the HR-1 Zoning District is 2,218 square feet. The combined Building Footprint for the existing main building and the proposed accessory building is 1,768 square feet. Planning Department.
15. Front and Rear Setbacks for Lots up to 75 feet in depth are 10 feet, for a total of 20 feet. The Front Setback to the main building is 16 feet. The Rear Setback for the main building is 18 feet. The accessory building will have a Front Setback of one foot.
16. Side Setbacks for Lots with widths up to 100 feet are 10 feet, for a total of 24 feet. The main building has Side Setbacks of 6.5 feet (north), and 22 feet (south), for a total of 28.5 feet. The accessory building will have side setbacks of 30 feet (north) and 26 feet (south).
17. The lot has an unusual configuration, and per LMC 15-4-17, the setbacks have been determined by the Planning Director, as noted in a determination letter issued on January 13, 2022.
18. On August 24, 2022, the Board of Adjustments granted the property a Variance to LMC Sections 15-2.2-3(F) to reduce the required ten-foot (10') front yard setback to zero feet (0') and to Section 15-2.2-3(G)(6) to locate a Detached Accessory Building in front of the front façade of the Main Building, to allow for a single car garage to be constructed behind the property line and within the Front Yard Setback.
19. Maximum Building Height for the HR-1 Zoning District is 27 feet above Existing Grade, and 18 feet for Accessory Structures. There is no change in height for the main building, and the detached garage will be 2 feet from existing grade, and 13 feet from final grade. The maximum height measured from the lowest finish floor plane to the point of the highest wall top plate is 13 ft.

20. The Planning Commission reviews Steep Slope Conditional Use Permits pursuant to the criteria outlined in LMC Section 15-2.2-6.
21. LOCATION OF DEVELOPMENT – The proposed location of the garage within the Front Setback is to reduce the required excavation of the site. The building will act as the primary retaining structure, minimizing the required retaining walls around the accessory garage.
22. VISUAL ANALYSIS – The development will not be viewable from Vantage Points, which are defined in LMC § 15-15-1. The structure will be built into the hillside and will be covered with a green roof to reduce the visual impact.
23. ACCESS – The proposed driveway is ten feet (10') wide, and the visual impact of on-site parking is minimized by incorporating landscape treatments for driveways, walkways, paths, and structures in an integrated design. Landscape separations are utilized, and plant materials are used for screening. Paver stones are used to differentiate pedestrian areas from vehicular driveways. The existing Planning Department landscape stairway will remain close to the current location and serve as the same entry point to the residence.
24. TERRACING – There is a proposed green roof for the top of the garage in order to reduce the visual impacts of the structure; there will also be landscaping where possible between the proposed driveway and the required reanneals.
25. BUILDING LOCATION – The proposal respects existing topography, character defining site features. The intent of constructing the garage within the Front Setback is to reduce the required excavation of the site. The existing landscape stairway will remain close to the current location and serve as the same entry point to the residence.
26. BUILDING FORM AND SCALE – The proposal reflects historic character and scale of Park City Historic Sites with small-scale, infill development. The proposal complements the scale and design of buildings unique to Hillside Avenue and Upper Main Street.
27. SETBACKS – The lot has an unusual configuration, and per LMC 15-4-17, the setbacks have been determined by the Planning Director, as noted in a determination letter issued on January 13, 2022. The proposed development complies with setbacks, and the Variances granted for the property.
28. DWELLING VOLUME – The volume of the main dwelling will remain unchanged. The proposed garage will have a volume of approximately 3,600 cubic feet. The form and volume of the garage are simple, and the garage is embedded into the hillside to reduce its perceived volume.
29. BUILDING HEIGHT | STEEP SLOPE – The proposed Structure is compatible with surrounding Structures and abides by height restrictions in the HR-1 Zoning District. The front Façade is a similar scale to the surrounding development as viewed from the Hillside Avenue Public Right-of-Way.

30. Staff reviewed 45 Hillside Avenue's HDDR application for compliance with LMC Chapter 15-13-8, Design Guidelines for New Residential Infill Construction in Historic Districts. The Planning Director approved the Historic District Design Review application on January 20, 2022.
31. Staff published notice on the City's website and posted notice to the property on March 9, 2022.
32. Staff mailed notice to property owners within 300 feet on March 9, 2022. 33. The Analysis Section of the Staff Report is incorporated herein.

Conclusions of Law

1. The Application complies with Land Management Code Chapter 15-2.2 Historic Residential – 1 Zoning District, and LMC Section 15-2.2-6, Development on Steep Slopes.
2. The Use will be Compatible with surrounding Structures in scale and mass.
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Condition(s) of Approval

1. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
2. A final utility plan, including a drainage plan for utility installation, public improvements, and drainage, shall be submitted with the building permit and shall be reviewed and approved by the City Engineer and utility providers prior to the issuance of a building permit.
3. City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards in a condition precedent to building permit issuance.
4. This approval will expire on March 23, 2023, if a building permit has not been issued by the Building Department before the expiration date, unless the Applicant submits an extension request in writing to the Planning Department prior to the expiration date and the Planning Director approves an extension of this approval.
5. Final building plans and construction details shall reflect substantial compliance with the plans approved March 23, 2022, by the Planning Commission. Any changes, modifications, or deviations from the approved design that have not been approved in advance by the Planning and Building Departments may result in a stop work order.
6. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.

7. The Applicant shall submit a plan demonstrating how they will provide the temporary shoring needed during construction prior to submitting a building permit, subject to City Engineer approval.
8. The Applicant shall submit a geotechnical report and design of the temporary shoring and final slope stability prior to submitting a building permit, subject to City Engineer approval. Planning Department.
9. The Applicant shall provide soil stabilization details documenting how the disturbed area will be restored and stabilized prior to submitting a building permit, subject to City Engineer approval.
10. The Applicant shall submit a landscape bond to ensure the stabilization and vegetation rehabilitation is complete prior to submission of a building permit.
11. Residential fire sprinklers are required for all new or renovation construction on this lot, per requirements of the Chief Building Official.
12. The property is located just outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine-related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
13. The Hillside Avenue Public Right-of-Way is a non-compliant parcel within the Soil Ordinance boundary. Construction activity in this area, in addition to a Right-of-Way permit, requires a Soil Mitigation Plan to be submitted and approved by the Building and Planning departments prior to the issuance of a Building permit.
14. Any areas disturbed during construction surrounding the proposed work shall be brought back to its original state.
15. If at some point in the future the ROW is re-aligned, the applicant shall be responsible for the removal of the retaining walls and any parking in the ROW at their own expense.
16. All exterior lighting, on porches, decks, garage doors, entryways, etc. shall be down directed and fully shielded to prevent glare onto adjacent property and public rights-of-way and shall comply with the City's outdoor lighting code in LMC Section 15-5-5(J). Final lighting details will be reviewed by the Planning Staff prior to installation.
17. To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. When approved by the Planning Department in writing to be removed, the Significant Vegetation shall be replaced with equivalent landscaping in type and size. Multiple trees equivalent in caliper to the size of the removed Significant Vegetation may be considered instead of replacement in kind and size.

Commissioner Thimm seconded the motion.

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

- E. Land Management Code Amendments - Amendments to Land Management Staff Report Exhibit A: Draft Final Action Exhibit B: JSSD Mine Bench Storage Agreement Exhibit C: Site Plan Exhibit D: Applicant Statement Exhibit E: Letter from Park City Manager Authorizing Use of Mine Bench Site Staff Report Exhibit A: Ordinance 2022-XX and Proposed Plat Exhibit B: Aerial View Exhibit C: Topographic Survey of Existing Conditions Exhibit D: Applicant's Statement Staff Report Exhibit A: Draft Ordinance Exhibit B: HSI Form Exhibit C: Ordinance No. 2018-40 Attachment 1: Proposed Plat Staff Report Attachment 1: Draft Final Action Letter Exhibit A: Applicant Narrative Exhibit B: Bluejay Parcel Plat Exhibit C: Quit Claim Deed Exhibit D: Site Survey Exhibit E: Drawing Set Exhibit F: Site Photos Exhibit G: Variance Final Action Letter Exhibit H: Historic District Design Review Final Action Letter Exhibit I: Setback Determination Letter 2 Code § 15-2.1-2, § 15-2.2-2, § 15-2.3-2, § 15-2.4-2, § 15-2.5-2, § 15-2.6-2, § 15-2.7-2, § 15-2.9-2, § 15-2.10-2, § 15-2.11-2, § 15-2.12-2, § 15-2.13-2, § 15- 2.14-2, § 15-2.15-2, § 15-2.16-2, § 15-2.17-2, § 15-2.18-2, § 15-2.19-2, § 15- 2.23-2, For Zoning District Use Tables, § 15-15-1 Definitions, and Enacting a New §15-4-22, Outdoor Pickleball Courts in Residential Areas, Are Proposed for Pickleball Court Land Use Regulation in Residential Zoning Districts To Mitigate Pickleball Court Impacts. PL-21-05062.**

Planner Sebright reminded the Commission that the request was initially heard in February and the Commission provided direction to Staff on updates to the Ordinance and requested additional clarification for defined terms. Under the current LMC, a pickleball court is considered a Private Recreation Facility, which is allowed in residential areas. Because demand for pickleball courts has grown significantly, Staff has received more inquiries from residents who are interested in installing these facilities on their lots. These amendments seek to clarify where these facilities should be allowed in residential areas and the standard of review to be applied. He noted that the type of noise was one of the primary concerns with outdoor pickleball courts. Under the Municipal Code, there are maximum allowed noise levels for residential and commercial areas. He reported that Staff's research revealed that pickleball play is unique in that it can produce noise that could exceed the maximum noise levels in Residential Zoning Districts without additional consideration.

Planner Sebright explained that Private Recreation Facilities are allowed in seven zoning districts, and in the remaining Residential Zoning Districts they are a Conditional Use. One of the issues Staff looked at was ensuring that there would be a consistent standard of review for outdoor pickleball courts in all residential areas. He referenced the website and survey published by Staff, as well as two virtual open houses and an in person open house on March 9th. He stated that public input has been substantial, and he thanked those who participated.

He reported that Staff was recommending nine (9) requirements for new outdoor pickleball courts in residential areas as follows:

1. Standardize the level of review across zoning districts by requiring a CUP, Planning Commission review and notice to neighbors within 300 feet;
2. Require a minimum lot size of one acre;

3. Require a 600-foot setback from adjacent residential lot lines;
4. Allow the Planning Commission discretion to reduce the setback to no less than 150 feet, when the applicant can demonstrate compliance with the Noise Ordinance;
5. Require applicant to notify active and registered Homeowners Associations (“HOA”) prior to submitting a CUP;
6. Limit hours of operation from 8:00 a.m. to 8:00 p.m. He noted that Staff added additional language that would allow the Planning Commission to establish different hours of operation when findings support the appropriateness of different times of use;
7. Prohibit outdoor lighting of courts;
8. Require all required parking for residents accommodated on site, and the number of guests shall be capped at no more than four at a time; and
9. Allow the Planning Commission the discretion to add landscaping requirements that could be used both for noise mitigation and to mitigate the visual impact of noise reducing tools such as barriers.

With regard to the requirement of applicants submitting a site-specific Noise Study, he noted that they updated the draft Ordinance to require the property owner to fund a third-party evaluation of the Noise Study by an acoustical engineer selected by the City Engineering Department. In terms of the minimum lot size of one acre, Planner Sebright clarified that the number of lots that measure one acre or more represent 10% of lots and approximately 70% of the total residential land within the City. Therefore, outdoor pickleball courts would be allowed on the vast majority of residential land within the City.

Planner Sebright addressed the Commission’s request for clarification on the definitions and referenced Staff Analysis III in the Staff Report. He noted that Staff found that under the current LMC, there is overlap between items specified in the definition of a Private Recreation Facility, with the definitions for Accessory Buildings and Ancillary Structures. He reported that Staff recommended removing those items from the definition of Private Recreation Facilities and allow the minor uses to be reviewed as either Accessory Buildings if they 250 square feet or larger, or Ancillary Structures if they are 250 square feet or less.

Planner Sebright next addressed the hours of operation and highlighted that Staff added additional language that allows Planning Commission discretion to establish different hours of operation when findings substantiate alternative times of use. He stated that the intent of the LMC Amendments was to establish a cautious approach to permitting new outdoor pickleball courts in residential areas. As a result, they added language that would allow them to revisit the amendments in the future after they have had the chance to process new applications under the amended LMC.

Planner Sebright reported that this item was properly noticed through the City website, Engage Park City, mailing of postcards, the open houses, the Utah Public Notice website and *The Park Record*. He stated that Staff recommended that the Commission review the proposed LMC Amendments, conduct a public hearing and consider forwarding a positive recommendation for Council’s consideration on April 7, 2022.

Acting Chair Suesser addressed the notice requirement to the HOA and sought clarification that the new Ordinance would still be subject to HOA approval or restrictions. Mr. Harrington responded that the current LMC allows that stricter HOA regulations would apply, and the HOA would have their separate enforcement authority through the CC&Rs.

Acting Chair Suesser questioned whether it would make sense for an applicant to obtain approval from their HOA prior to submitting an application for a CUP. Mr. Harrington stated that they would discourage that because HOA approvals are often fraught with their own issues and having the validity of those called into question and could arguably become an unlawful delegation of authority where the HOA could have veto authority without the same due process requirements. With the notice requirement, the HOA could register its support or objection to the CUP, and still take its own enforcement action. Acting Chair Suesser referenced LMC Section 15-4-22 and the mandate to revisit these amendments in one year and questioned the necessity of the requiring that review.

Commissioner Hall felt that this Ordinance might be overcomplicating things and wondered if the better course would be to amend the LMC to provide that sports courts, including pickleball courts, would go through the CUP process that would be handled by the Commission on a case-by-case basis. She referenced the process with tennis courts and other sports courts. She noted that the Code as it pertains to tennis courts or basketball courts was not highly detailed, and the Code only requires that it come before the Commission. Commissioner Hall referenced the significant public input that could be taken into consideration as with every CUP application. She felt it odd that they were focusing specifically on this one use.

Commissioner Thimm stated that the reason for the specificity regarding pickleball courts was the excessive noise that has proven to be beyond what the normal Noise Ordinance allows. Deriving specific requirements for pickleball courts seemed to him to be in line. He added that if it were felt that tennis courts were too noisy, they would look at that as well. He stressed that at this point, pickleball courts was the issue before the Commission. He felt the specifics were appropriate.

Acting Chair Suesser opened the public hearing.

Frode Jensen stated that he has lived in Park Meadows full time since 2012. He became concerned with backyard pickleball last July when he became aware that his next-door neighbor had removed trees and excavated an 1,800 square foot surface in order to pour a concrete pickleball court located less than five feet from his property line and less than 10 yards from his bedroom window. He asked his realtor if a pickleball court could be a noise nuisance, and if so, whether it would impact the value of his home. Mr. Jensen represented that the realtor answered in the affirmative and stated that it could impact the value of the home by as much as 20%.

Based on these concerns, he and some of his neighbors embarked on an 8-month journey to persuade the City to enforce the LMC in connection with several applications for pickleball courts, which require a CUP. He also urged the City to adopt a sensible ordinance to regulate a land use that has generated frequent complaints and litigation across the country. Mr. Jensen stated that he has reviewed the City's proposals carefully and applauded the Planning Department for taking this issue seriously. He disagreed with Commissioner Hall's comments and felt that pickleball courts present a different situation than tennis courts. He stated he was not opposed to pickleball and was in favor of all racquet sports, including pickleball. Mr. Jensen did not feel that the proposed amendments were anti-pickleball. Rather, they seek to impose a fair balance between property

owners' rights to enjoy their homes and yards, free from annoying noise that violates the local Noise Ordinance, and which meets the mitigating requirements of a Conditional Use under the LMC.

Mr. Jensen felt the current draft Ordinance came close to doing the job but did not quite reach the finish line. His principal concern was that the Ordinance would not impose a standard for Impulsive Noise. Impulsive Noise is the form of pickleball noise that generates the most complaints around the country. It is the sharp noise created when a hard paddle strikes a hard plastic pickleball. He noted that the Noise Ordinance addresses Impulsive Noise, but the pickleball Code Amendments are silent as to how the Commission should determine measurement of sufficient mitigation for Impulsive Noise.

Mr. Jensen felt this to be a problem because it would make consideration of applications for backyard pickleball courts in close proximity to neighbors very difficult if not impossible. He engaged one of the leading experts on pickleball noise, Dr. Lance Willis, who agreed with Mr. Jensen's concerns. He added that the Planning Department included three of Dr. Willis' reports in the Staff Report. He emailed Dr. Willis' correspondence to each member of the Commission. Mr. Jensen quoted from that letter as follows: "A Code provision for allowing reduced setbacks, where a noise abatement plan has been prepared by a qualified acoustical engineer, is appropriate. However, in order for this to work in practice, a modern noise assessment methodology such as NCS-12.9(4) will be needed." To do this, Staff should retain a noise expert of Dr. Willis' caliber and craft an Impulsive Noise standard for inclusion in the Ordinance.

Mr. Jensen referenced the balance of his concerns as set forth in his letter dated March 21, 2022, that has been provided to the Commission. Two of his concerns involve practicality and enforcement related to hours of operation and play by guests. He felt that as a practical matter, it would be too hot to play pickleball in the middle of the summer in Park City; instead, people would play in the later afternoon and evenings at times when the neighbors are trying to enjoy their yards. He felt that the proposed hours of operation were an invitation for conflict, especially in situations of noise leakage. He questioned how different hours would address this problem. Allowing backyard pickleball in densely populated neighborhoods in the late afternoon/evening will present a problem, and he felt this Code Amendment did not fully address that.

His other concern related to guests. He referenced a situation in another town where someone built a sports court and then invited all of his friends to come over and play whenever they wanted. Mr. Jensen described this court as a quasi-private club. The requirement that the owner be present and allow no more than four guests was often not observed. Mr. Jensen felt that one way to address this was to ensure that no one was paying a fee to play on a private pickleball court. He was concerned that his neighbor would invite a lot of his friends to use his court. He agreed with Commissioner Suesser that the provision for re-visiting this Code Amendment was unnecessary. The LMC already contains a provision regarding amendments, and any time an appropriate party wants to begin the amendment process, they could do that. He felt the provision as written would only create uncertainty for applicants.

Acting Chair Suesser closed the public hearing.

She asked Planner Sebright to respond to the suggestion of including an Impulsive Noise Standard in the draft Ordinance. Planner Sebright explained that as drafted, they are not saying that the applicant must show that the proposal complies with the maximum noise level; rather, it is written such that the applicant has to demonstrate compliance with the entirety of the Noise Ordinance in the Municipal Code, which includes Impulsive Noise.

Acting Chair Suesser asked if any consideration was given on the issue of controlling guests and whether their research showed that the owner's presence was necessary when guests were using the court. Planner Sebright explained that they found that this is a highly social sport, and they crafted the Ordinance in an effort to mitigate that. He noted that charging a fee to use the court would render it a commercial use, which would not be allowed in most Residential Zoning Districts. He felt that the provision regarding guests, as drafted, was realistic for the Code Enforcement team and City employees to be able to enforce on a regular basis. He clarified that the draft Ordinance did not require owner presence during play.

Mr. Harrington confirmed that charging a fee for a court on a private residence was covered by other ordinances; however, he would have no objection to adding that redundant language in this draft Ordinance. He referenced the addition in the Nightly Rentals Ordinance with Sundance.

Planner Sebright read the current draft language as follows: "The outdoor pickleball court is for the use of residents and up to no more than four guests."

Acting Chair Suesser stated that she wanted to remove the provision requiring the Planning Department to revisit the regulations in one year, since they could do that at any time. She requested the addition of language regarding no fee being charged on a private court. She expressed that she was comfortable with not including the Impulsive Noise standard in the pickleball court regulation, given that it is addressed in the Noise Ordinance.

Commissioner Thimm commented that the draft Ordinance was well crafted and appreciated the hard work that went into it. He felt that all of the issues pointed out by the Commission were addressed. He was not opposed to the modifications suggested by Acting Chair Suesser, but would like to move ahead with the Ordinance, as written with the changes suggested.

Commissioners Kenworthy, Van Dine, and Johnson agreed with Commissioner Thimm's comments.

Commissioner Hall reiterated her prior comments and felt that 600 feet would actually make it difficult to get to a CUP. Commissioner Thimm referenced the provision that allowed the setback at 150 feet if certain conditions were established.

Acting Chair Suesser felt that the draft Ordinance would help provide the public with parameters based on a nationwide analysis of the history of these courts. She expressed it would help provide some guidelines and would be appropriate given the potential nuisance that a pickleball court could cause a neighborhood. She added that just reviewing these on a case-by-case basis would create too much uncertainty. She felt that Staff did a great job addressing this issue. It was clarified that the amendments discussed at this meeting would remove the requirement to revisit these amendments in one year and the inclusion of a provision prohibiting any commercial fees.

A question was raised by Commissioner Hall about the definition of Private Recreation Facilities and whether it included things such as hot tubs. Planner Sebright stated that the amendment addressed that so that those minor uses would be reviewed as Ancillary Structures or Accessory Buildings, depending on the size and zoning district. It was clarified that the fee language should not say "no commercial fee," but rather "no fee charged for use of the private court." Mr. Harrington assured that the Commission would see that language when it goes to Council and could provide input.

Commissioner Hall previously wanted to remove hot tubs and pools from the definition of Private Recreation Facility, and suggested it only include tennis courts, sports courts and outdoor pickleball courts. Acting Chair Suesser asked if pools should remain in the definition.

Commissioner Thimm asked if the draft Ordinance contemplated a change to hot tubs or pools. Commissioner Hall referenced the language that previously included hot tubs, picnic areas and playgrounds as requiring a CUP. She suggested the removal of pools from this definition and that the definition only include tennis courts, sports courts and outdoor pickleball courts.

Acting Chair Suesser felt a pool was different from a hot tub or spa and should be more closely regulated. She suggested adding the word "swimming" to pools to distinguish it from a hot tub or spa. Commissioner Hall reiterated her suggestion of eliminating pools from this definition.

Commissioner Thimm agreed with the addition of "swimming" in the definition. Commissioner Hall questioned whether a CUP should be or has been required for pools. Mr. Harrington stated that this has not been an issue and they have regulated the ones where there were complaints. He did not feel this should be changed but adding "swimming" might narrow it somewhat.

Commissioner Thimm reiterated that the focus should be on pickleball courts rather than other changes in the Ordinance.

Acting Chair Suesser thanked Mr. Jensen for the work he has put in on the comments and submission to the Commission.

MOTION: Commissioner Thimm moved that the Planning Commission forward a positive recommendation to the City Council for their consideration on April 7, 2022 concerning the Outdoor Pickleball Courts in Residential Areas Ordinance, to amend the Zoning District Use Tables to require a Conditional Use Permit for these outdoor courts, and to clarify definitions, as outlined in the draft Ordinance and as amended by the comments in tonight's record. Commissioner Kenworthy seconded the motion.

VOTE: Commissioner Johnson-Aye; Commissioner Van Dine-Aye; Acting Chair Suesser-Aye; Commissioner Hall-Nay. The motion passed 5-to-1.

F. 1000 Ability Way - Minor or Substantive Modification Determination -- The National Ability Center Requests Modifying the Master Planned Development to Increase Square Footage for the Cycling Storage Center Addition. PL-22-05181

Assistant Planning Director, Rebecca Ward, explained that this item involved the modification to the NAC Master Planned Development. The NAC MPD outlines several approvals for the site over the years. It was first approved as a specially planned area in unincorporated Summit County, and then annexed into Park City in 2004. She added that there is a 2017 CUP and 2019 MPD Approval that outlines all of the density for the site. In 2019, the Planning Commission ratified the NAC Development Agreement. The Development Agreement requires all building permits to comply with specified square footages.

Assistant Planning Director Ward stated that NAC anticipates significant modifications to the MPD for this site in the future. These significant modifications are planned to their Camps and Community Building, and possible relocation of the next Lodge Building scheduled to be constructed. At this time, however, NAC is only asking for a minor modification to increase square footages so they can

install a prefabricated storage facility for the Cycling Center. She explained that the NAC proposed to increase the square footage to 805 square feet, which is an increase of 22 square feet.

Assistant Planning Director Ward stated that the Planning Commission is the body that determines whether modifications to MPDs are minor or substantive. A minor modification is one that complies with the Land Management Code and the MPD approval, does not trigger additional parking, does not reduce open space and does not increase traffic. She explained that this request would not trigger additional parking, nor increase traffic. She added that it would reduce open space. The MPD Finding of Fact No. 24 states that the project does exceed the open space requirement for the site, which is currently at 78%, which is in excess of the required 60%.

She reported that if the Planning Commission determines this request to be minor, the applicant would proceed with an administrative permit with Planning Director action. Through this process, they would ensure that their information regarding square footages was up to date. More significant modifications would come before the Planning Commission at a later date.

Assistant Planning Director Ward reported that Staff recommended the Planning Commission determine whether this request to increase the square footage for the Cycling Storage Center was a minor or substantive modification.

Acting Chair Suesser expressed her opinion that this was a minor modification to the NAC MPD, and that it should go through the administrative permit process. She added that Staff should do a comprehensive evaluation of the adjustments to the square footage. The remaining Commissioners all agreed that this was a minor modification.

MOTION: Commissioner Van Dine moved that the Planning Commission determine that the National Ability Center request for increased square footage for Cycling Center Storage is a minor modification that can proceed through administrative planning. Commissioner Kenworthy seconded the motion.

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

6. ADJOURN

MOTION: Commissioner Thimm moved to adjourn.

The meeting adjourned at approximately 8:50 p.m.



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

COMMISSIONERS IN ATTENDANCE: Chair John Phillips, John Kenworthy (attended virtually), Sarah Hall (attended virtually), Laura Suesser (attended virtually), Doug Thimm (attended virtually), Bill Johnson, Christin Van Dine

EX OFFICIO: Gretchen Milliken, Planning Director; Rebecca Ward, Assistant Planning Director; Makena Hawley, Planner II; Lillian Lederer, Planner I; Spencer Cawley, City Planner; Mark Harrington, Senior City Attorney

1. ROLL CALL

Chair Phillips called the meeting to order at approximately 5:30 p.m.

The following was read:

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

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

Chair Phillips took a roll call of all Commissioners present in person and virtually.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from February 9, 2022.

MOTION: Commissioner Johnson moved to APPROVE the Planning Commission Meeting Minutes from February 9, 2022, as written. Commissioner Van Dine seconded the motion.

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

B. Consideration to Approve the Planning Commission Meeting Minutes from February 16, 2022.

MOTION: Commissioner Thimm moved to APPROVE the Planning Commission Meeting Minutes from February 16, 2022, as written. Commissioner Van Dine seconded the motion.

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

C. Consideration to Approve the Planning Commission Meeting Minutes from February 23, 2022.

MOTION: Commissioner Thimm moved to APPROVE the Planning Commission Meeting Minutes from February 23, 2022, as written. Commissioner Van Dine seconded the motion.

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

D. Consideration to Approve the Planning Commission Meeting Minutes from March 9, 2022.

MOTION: Commissioner Thimm moved to APPROVE the Planning Commission Meeting Minutes from March 9, 2022, as written. Commissioner Van Dine seconded the motion.

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

3. PUBLIC COMMUNICATIONS

Deb Rentfrow referenced the Park City Mountain Resort Base Project application. She understood that the application was not on any agenda for the month of April and wondered if Staff would be willing to address what delay should be anticipated given the public interest in the project. She added that the more notice the better and requested a better sense of what was occurring and how long the delays would last.

There were no further public comments. Chair Phillips closed Public Communications.

4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Chair Phillips noted that there would be a site visit at Foxtail Trail on May 11, 2022. Planning Director, Gretchen Milliken, confirmed the site visit and stated that given the location, it would be helpful if they took a shared van. She reported that the van would leave at 4:00 p.m. on May 11 and asked the Commissioners to individually indicate whether they would be attending.

Chair Phillips asked if the shuttles would also be available for the general public. Director Milliken confirmed that the van would be solely for the Commissioners. She also clarified that this site visit was generally for the benefit of the Commission to obtain a better understanding of the site, the conditions, and the application. She stressed that this location is on a small neighborhood street but noted that the public would not be prevented from attending.

It was confirmed that Chair Phillips would provide an update on the site visit during the regular meeting on that date.

Director Milliken provided an update on the Lift Upgrade Application that was scheduled for an administrative public hearing this week. The administrative public hearing was continued to April 25, 2022, at 12:00 p.m. in the Council Chambers.

Commissioner Suesser asked why the hearing was rescheduled. Director Milliken explained that a number of criteria apply to the application, with the last criteria being parking and whether the lift capacity increase would increase the parking. Staff asked the applicant for a Parking Mitigation Plan, and the applicant requested additional time to provide supplemental information for their plan.

Director Milliken reported that Staff received an email from PEG and Vail that provided an update and explanation as to why they were not requesting to be on the April agenda. She noted that the email would be attached to these minutes. She also read the email verbatim, as follows:

“Thank you again for the City’s time investment at our in-person meetings earlier this month. We appreciate staff’s and AECOM’s willingness to sit collaboratively and discuss the base area proposed redevelopment and how it can further meet community-wide goals in addition to the many onsite benefits of housing and Transit First elements.

After not appearing on the agenda for the March meeting, we heard the questions from some Planning Commissioners for a status update. Please share this email with the entire Commission.

We very much appreciated the Commission’s feedback at the February hearing about our offsite parking proposal. In response, we went back through the record over the past two years to catalog the various requests from the Commissioners, recognizing the challenges of reviewing a large application entirely via Zoom hearings. Our review showed that we have provided or have addressed in public meetings the information that has been requested and the basis for keeping the proposal/information as presented.

Several Commissioners in February expressed concerns about the accuracy of our traffic counts since they were taken in 2017. The Resort and PEG worked very quickly following the February meeting to have traffic engineers gather counts over two weekends that included President’s Day weekend and the following weekend during which local ski programs were in session. As we presented in our in-person staff meetings in March, the updated counts taken are largely consistent with the counts used in our traffic analysis contained in our application proposal. In fact, the traffic analysis grew those counts based on anticipated regional growth, the inclusion of the project, and other projected development, meaning the information provided in our original traffic study includes larger counts, thereby driving more mitigation than is actually being observed as necessary on the ground today. At our March meeting, City staff and AECOM confirmed that this is representative of data that they have been collecting also. As requested by the Planning Commission, we have provided this updated information that can be discussed at our next Planning Commission hearing.

In addition to updated traffic counts, we have been working with staff on their feedback on our current proposal for offsite parking mitigation. We understand that the Planning

Commission also requested staff feedback on the proposal that was not available at the last meeting.

Lastly, we continue to explore other alternatives for potential offsite parking locations in response to the Commission's concerns about the Resort's use of Quinn's Junction Park 'n Ride and more dispersed parking options that utilize areas that are controlled by the Resort. This work is understandably time-consuming and ongoing and we appreciate the City's continued work with us as we explore alternatives.

Given the work that has been ongoing since the February hearing and the desire from the Planning Commission to receive a full staff analysis prior to the next meeting, we would request that we not be placed on the agenda for April. We are encouraged by our planning efforts and staff discussions and fully anticipate that our next Planning Commission meeting can include a robust staff report and greater alignment among staff, consultants, the Resort, and PEG on the redevelopment of the base area surface parking lots and related offsite mitigation.

We look forward to continuing our discussions and hope that this letter addresses our desire to maximize additional time to bring forward the analysis and information requested by Planning Commission.

Thank you. Robert Schmidt and Kara Bowyer."

Chair Phillips clarified that at this point they do not know when the applicant would be back before the Commission but offered that they could anticipate it might be the following month or the month thereafter.

In response to an inquiry, Director Milliken confirmed that there would not be any PEG meetings in April, and currently, there is no PEG meeting scheduled for May. Commissioner Van Dine clarified that the April 20 meeting was scheduled as a PEG-only meeting, so there would be no Planning Commission meeting on that date.

Commissioner Kenworthy asked when they expected the new traffic studies from PEG. Director Milliken expected that they would be presented when PEG comes back before the Planning Commission.

Chair Phillips announced that he would recuse himself from the first item on this meeting's Work Session Agenda, as he is involved in the application. Commissioner Suesser would serve as Chair for that portion of the meeting.

5. WORK SESSION

- 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. PL21-05042.**

City Planner, Makena Hawley presented an image from Google Earth showing the location of the area of this proposed zone change. She explained that the Bransford Parcels are parcels of

mining claims that have been owned by the Bransford family for almost 100 years. These parcels are currently zoned Recreation Open Space ("ROS") and support some City hiking and biking trails, as well as a ski trail easement for Deer Valley Ski Resort.

She noted that as of 1998, the Snyderville Basin Development Code located the parcels in the Mountain/Remote Zone, which allowed one dwelling unit per 40 acres, were noted in the Code as "preference," or one residential unit per 20 acres, which was the maximum amount, set by the Code. In 1999, the parcels were annexed into Park City with the Flagstaff Development Agreement, which was amended in 2007. That agreement organized the Bransford parcels with a group of other property owners in the area, and it was recognized as the Northside Neighborhood.

Planner Hawley explained that the Development Agreement stated that if the Northside Neighborhood could agree, the group would be permitted to develop 38 single-family homes and a church in the area. This would include the review and acceptance of a small-scale Master Planned Development ("MPD"). She further noted that the Development Agreement provided that if the Northside Neighborhood owners could not come to an agreement, then Deer Valley and United Park City Mines ("UPCM") could develop 30 single-family homes in the area.

Planner Hawley reported that at the time, the applicant was uncertain about the development of the property and did not feel that a fair agreement could be reached with the Northside Neighborhood. As a result, the bonus density of 8 units expired, and Deer Valley and UPCM proceeded to develop the 30 single-family homes per the Development Agreement. This development is now known as Red Cloud. She explained that the parcels were zoned ROS, as was the majority of annexed land in the Flagstaff Development Agreement, as well as land outside of the Flagstaff Development pods. Because the ROS Zone prohibits single-family home development, the applicant has requested a zone change for these parcels to Estate Zone. Planner Hawley stated that although the Estate Zone allows one single-family dwelling per three acres, the applicant has requested development of only one single-family home per parcel for a total of two homes on the entire 39.62 acres.

Planner Hawley summarized Staff's analysis of this application and explained that there were two parcels totaling 39.62 acres. The property is in the mountains, so there is a large amount of significant vegetation, some steep slopes, and recreation trails. The only existing easement is the Deer Valley ski run to the north of the property. She reported that the parcels are also located within the Sensitive Lands Overlay, which would require analysis as part of any sort of development.

Planner Hawley clarified that the parcels are currently zoned ROS and explained that the main difference between ROS and the proposed Estate Zone was that ROS purposefully pursues conservation activity. The Estate Zone supports development while prioritizing land conservation as compared with other residential development zones. She stated that the property is located in the Upper Deer Valley neighborhood as recognized in the General Plan. The closest neighbor is the Red Cloud Subdivision. She highlighted some of the development parameters in the Staff Report for consideration of anticipated impacts should the Commission find that the development could be adequately mitigated.

Planner Hawley noted that the applicant does not currently have access or utility easements to the property. The parcels have easements for accessing utilities through Twisted Branch Road and onto Red Cloud Trail. The applicant is aware that these easements are not in place and

would have to conduct a Sensitive Lands Overlay Analysis. She explained that the applicant has pursued this zone change to determine if the effort and resources needed for these utilities would be worth it.

She explained that pursuant to the Land Management Code ("LMC"), the Commission shall hear all requests for zone changes and forward a recommendation to the City Council. This Work Session was conducted to present the application to the Commission and receive feedback on the request. She noted that this would involve a discussion of development mitigation, and would address whether this request was reasonable, whether it could be adequately mitigated and whether further information would be needed.

Planner Hawley reported that Staff received an e-comment that was forwarded to the Commissioners and would be included in the public record.

Planner Hawley introduced Anne Bransford, on behalf of her family and Bransford Land Company LLC, and Jeffrey Kuhn from the Kuhn Company and the applicant's representative.

Commissioner Thimm asked if there was any precedent in Park City for a change in the zoning for an ROS parcel. Senior City Attorney, Mark Harrington, responded that there is another similar request pending, and felt that there might have been a portion of the Gilmore property that was upzoned. He explained that this request is different in that these parcels were in holdings in the annexation area and were not part of the annexation petition. Because the ownership percentages met the statutory requirement at the time of annexation, these parcels were annexed without consent and therefore zoned as ROS unless they came to an agreement as set forth in the Development Agreement. He added that because no agreement was reached the owners were not eligible for the bonus density, but it was anticipated that these parcels would come in with their own application if they did not join the Flagstaff Development Agreement.

Ms. Bransford noted that her family is no stranger to Park City. They came to the area in the late 1800s, and the family history ranges from mining to moguls. She presented some photographs to the Commission and stressed that the Bransford sisters are not developers. In addition to inheriting this property, they inherited the volunteering gene from their mother. Her oldest sister, Mary, has been a resident of Park City since 2001 and is a full-time realtor who has been involved in many charities but is passionate about affordable childcare. Her sister, Caroline has been a resident of Park City for about seven years and she delivers supplies, food, and snacks to the Peace House. She also supports the Valley West NAC and Fetch. Her sister has served on various boards over the years, and is all about conservation as well as being a great steward for the arts in Salt Lake City.

Ms. Bransford stated that she and her sisters are members of the Women's Giving Fund. She noted that she has spent her time as a single parent in Park City since 1999. She was a member of the Board of Education from 2008 to 2012 and has been an active member of St. Luke's Episcopal Church for 22 years. She and her sisters became stewards of this land that they refer to as a "slice of heaven." She presented some photographs of the property to the Commission and also discussed the hiking and mountain biking trails on the property.

Ms. Bransford stressed that it is not their intention to eliminate the trails and simply develop all of the property. They have cooperated with their neighbors for roughly 40 years and live by the Golden Rule. She presented the chain of title for the property and explained that it has been handed down through six generations. She thanked the Planning Staff, especially Planner

Hawley, for their efforts. She stated that they looked forward to rolling up their sleeves and working on how they can move forward. On behalf of her family, she thanked the Commissioners for their time and dedication in preserving the town. She added that Deer Valley provided complimentary ski passes, and, if appropriate, offering them to those who wanted to see Trump Run within the next few days.

Mr. Kuhn referenced the Flagstaff Development Agreement and the difficulty in interpreting it. He noted that the phrase "bonus density" started being used 8 to 10 years after the Flagstaff Annexation. These words do not appear in the Development Agreement or the 2007 Amendment. He felt that a better word would be "conditional density." He interpreted the Development Agreement as not making anything conditional on signing. The Agreement provided that if all the members joined, there could be 38 lots, and if there was no agreement, then the declarant could build out the 30 lots now known as Red Cloud. Mr. Kuhn was fascinated that Bransford was one of the three owners who did not sign, and noted that there was no discussion or clarification of who might get the lots as set forth in the Agreement.

Mr. Kuhn remarked that there was not a lot of precedent for zone changes on properties annexed under the Flagstaff Development Agreement. Based on his review of the Code, he has not found any provision that presupposes that there were any mistakes made at the time of the Flagstaff Annexation Agreement. He presumed that had all parties signed on, the developer and the declarant would have included the additional acreage in the subdivision plat, would have awarded an easement and stubbed in the infrastructure, and the density and zoning would have been developed. He wondered if there was an oversight in the change from ROS to Estate Zone at that time because clearly, the discussions anticipated that the parcels would be appropriate for eight additional lots.

Mr. Kuhn added that the ROS Zone was often used as a holding bucket for parcels where it was clear how they might be developed. He added that historically, development meant profits for the developer; however, times have changed. He offered that they feel that the highest, best use of the parcel is to put one exceptional estate on each one of the 20-acre parcels and preserve as much of the land as possible. He added that Bransford Land Company allowed trails to be cut on their property that should be accurately mapped. He stressed that the applicant was not asking the Commission to simply hand over the keys; they expect that any approval would be conditioned on Sensitive Lands, the ability to preserve Sensitive Lands, and the willingness to preserve the trails.

Mr. Kuhn stated that their goal for this Work Session was to begin the dialogue and obtain input from the Commission on what information might be necessary to move forward. He referenced the public input from the neighbor. He felt that the input made it clear that the neighbor would resist any crossing. Mr. Kuhn queried whether the Annexation Agreement, which stated that it created covenants that would run with the land in perpetuity, conveyed any access rights for those parcels that were annexed. He also queried whether the Agreement created any density rights.

Mr. Kuhn felt that there were several documents in which neighbors guaranteed access and agreed that access is necessary beyond any zone change in order to take the next steps. He assured the Commission that the applicant is aware of this, and commented that they expect this easement to be more arduous than most to acquire. He wanted to make sure that if it was determined back in 2007 that the land was appropriate for much denser Estate uses, then the current Planning Commission and City Council could arrive at a similar conclusion. Ms. Bransford

noted the litigation with their neighbor and emphasized that this development would have private road access, not public. Mr. Kuhn invited comments or questions from the Commissioners.

Acting Chair Suesser wanted more of an understanding of where the private road would be located, as well as the use and access of that road. Additionally, given the presence of steep slopes and significant vegetation, and that this parcel is part of a Sensitive Lands Overlay, she would like to understand where the developments would be located on the parcels, what would be disturbed, and what would be preserved.

Acting Chair Suesser also requested more information on the access issues that are part of the current litigation.

Commissioner Thimm agreed with the comments of Acting Chair Suesser. He would like more information on how the parcels would be developed. He also felt that conditioning any approval with respect to trails would also be important. Commissioner Thimm mentioned the importance of having an understanding of the capability of the utilities to be connected, and whether there would be additional disturbances as a result of running utilities to the parcels. He suggested a meeting with the Fire Department and the Police Department with respect to emergency services to determine whether there would be any hardship if these parcels were developed.

Commissioner Johnson agreed with the comments made by Acting Chair Suesser and Commissioner Thimm. He commented that if approved, this would create another island within the ROS Zone, and it would therefore be important to know where the road would be constructed.

Commissioner Van Dine echoed the prior comments of the Commissioners.

Commissioner Kenworthy requested further information on the recently recorded Access and Utility Easement Agreement. Mr. Kuhn confirmed that this Agreement extended the access to the portion that now separates the property from access and utility easements. Commissioner Kenworthy noted that the recent Agreement contained in the packet was between this applicant and Wells Fargo and includes Twisted Branch and Red Cloud Trail, as well as some unimproved areas. He understood that pursuant to this Agreement, the applicant was granted the right to bring those utilities through Wells Fargo's property.

Mr. Kuhn confirmed that the vehicular and utility easement runs from the gate near the roundabout at Empire Lodge up the length of Twisted Branch and through the gates at the top of the Red Cloud neighborhood, and then down to the Ontario Ski Bridge. The easement ends approximately 1,000 feet from the applicant's parcel. He added that the City came up with several proposed access points and reserved the right to extend utilities into the applicant's parcels. Snyderville Basin and the declarant stubbed out one of six stub outs directly across from the Ruby Hollow cul-de-sac. He also mentioned some City easements behind Red Cloud near Silver Cloud Road, which could be another access location that might have far less impact on the applicant's neighbor. Commissioner Kenworthy asked if all of the access options were landlocked. Ms. Bransford confirmed that they were.

Commissioner Van Dine inquired about the other properties that would be impacted by this application going forward. She wondered if changing the zone would set a precedent for other mining claims parcels and noted that there was not much precedence that would support an approval. Planner Hawley confirmed that she would provide that information.

Ms. Bransford stated that she would provide a map created by High Country Title that color-codes all of the landowners in the area. She noted that her real neighbor is not in Red Cloud; rather, the real neighbor is right up to and over the Wasatch county line, as well as into the City and Bonanza Flat. The neighbors also include the Brighton Estates owners and Deer Valley. It was added by Mr. Kuhn that virtually all of the other mines have sub-surface rights, but do not have surface rights over and above access and some other minor uses. Those other mines were annexed individually, and he did not believe that they had tax identification numbers. He offered that the applicant's property was unique in that it was the only private owner left that still owns the sub-surface rights, surface rights, has been annexed into the City, and has a tax identification number.

Acting Chair Suesser requested clarification that the Wells Fargo easement provided the applicant with vehicular access over Twisted Branch Road. Ms. Bransford confirmed that was accurate and added that it was an agreement and easement negotiated with Redus. She explained that the easement gives the applicant the right to use Twisted Branch Road to Red Cloud Trail and onto Ontario Bridge. The use also extends to Red Cloud Trail. She explained that the Empire Pass Master Association, as well as the Red Cloud Homeowners' Association, approved the Agreement. She referred the Commission to the Agreement to understand any limitations on use. She clarified that the access on Twisted Branch Road is for residents only.

Planner Hawley requested feedback from the Commissioners on whether there would be positive views on developing the applicant's parcels.

As the matter concluded, Chair Phillips rejoined the meeting and resumed the Chair.

6. REGULAR AGENDA

A. 45 Daly Avenue – Plat Amendment – The Applicant Proposes to Create One Lot from One Lot and a Portion of a Second Lot. PL-22-05141 (A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on May 12, 2022

City Planner, Lillian Lederer stated that the subject Lot is located in the Historic Residential (HR-1) Zoning District and is currently vacant. The applicant has proposed to combine Lot 4 and five feet of Lot 5 on Block 73. She reported that this application complied with the LMC, Chapter 15-2.2, and the HR-1 Zoning District. The proposed lot combination would total 3,300 square feet, which would allow for construction of a single-family dwelling. Any future development on the lot must comply with the HR-1 Zoning requirements.

Planner Lederer explained that the Development Review Committee reviewed the application on February 15, 2022, and no issues were raised. This Plat Amendment met all the requirements of the LMC and would record a Plat allowing for development on the Lot. She added that this Lot combination would create a consistent streetscape and is similar to other lots in the neighborhood. In addition, the proposed Plat would not impact the right-of-way. She reported that Staff did not receive any public input on this application, and therefore Staff recommended the Planning Commission hold a public hearing and consider forwarding a positive recommendation for City Council's consideration on May 12, 2022.

Chair Phillips asked if Lot 5 goes to the other border with Lot 6, and whether it has the same ownership. Planner Lederer explained that a separate owner owns Lots 5 and 6. Pursuant to the

Title Report, the applicant and owner of Lot 4 owns the five feet of Lot 5. Chair Phillips asked how the applicant acquired the five feet on Lot 5. Planner Lederer explained that the applicant used to own Lots 4, 5, and 6, and sold Lot 6 and part of Lot 5; she still owns the five feet of Lot 5.

The applicant, Deborah Kirby, clarified that she purchased 51 Daly Avenue in 1995 and sold it in July. She purchased Lot 4 and the north five feet of Lot 5 in 1987. Therefore, the five feet were already part of Lot 4 when she purchased it.

In response to a further inquiry from Chair Phillips, Ms. Kirby confirmed that if the Plat Amendment were approved, the width of Lot 5 would be in excess of the Code minimum of 25 feet. Planner Lederer added that the owner of Lots 5 and 6 would also present a Plat Amendment, as there is currently a single-family dwelling that straddles the lot lines.

Commissioner Suesser sought clarification from Staff that the remaining Lot 5 would remain over 25 feet wide. Ms. Kirby reiterated that the remainder of Lot 5 would be in excess of 25 feet wide because it is combined with Lot 6. Commissioner Suesser reiterated her request for confirmation that the remaining Lot 5, on its own, would meet the 25-foot width requirement.

Mr. Harrington stated that they could include a Plat Note stating that the remainder of Lot 5 would not be separately buildable without an additional lot combination of its' own.

Chair Phillips reiterated his concern that approval of this application would not create a Lot 5 that is not compliant with the minimum lot size. He understood that the owner of Lots 5 and 6 would apply for a lot combination in the future, but he would not want to create something less than a buildable lot of 1,875 square feet, thereby forcing the owner of Lots 5 and 6 to seek a Plat Amendment combining those lots to make it buildable. He suggested a Condition of Approval that they would not be creating a lot of less than 1,875 square feet.

Planner Lederer explained that without the five feet, Lot 5 is 28 feet in width; therefore, with this Plat Amendment, the width of Lot 5 would be reduced to 23 feet. Because the lot length of 100 feet would not be impacted, that would result in a lot size of 2,300 square feet.

Chair Phillips asked if there was a minimum lot width in the HR-1 Zone. Planner Lederer initially responded that the 25-foot width was the standard, as opposed to a Code minimum, but would confirm that for the Commission.

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

Commissioner Suesser reiterated her concern about the impact of this Plat Amendment on Lot 5 and was not comfortable approving this application without confirmation that approval would not create a sub-standard Lot that would not be buildable. Planner Lederer confirmed that the minimum width of an HR-1 Lot was 25 feet.

Chair Phillips suggested that the lot combination for Lots 5 and 6 should be presented before this application.

Mr. Harrington stated that they have done this many times and no one would be able to move forward unless they applied together. This has been a problem when they have existing titles of record with existing homes over lot lines. He noted that they have previously processed these

one at a time with the condition that states that they would not be creating a new lot of record. Chair Phillips was comfortable moving forward if they could condition the approval.

Commissioner Suesser noted that it was confirmed that the minimum lot width was required to be 25 feet; therefore an approval would create a lot that was less than 25 feet. Mr. Harrington disagreed and stated an approval would not amend the other Lot; an approval of this would only amend the Lot before the Planning Commission. He explained that this is why they conditioned it stating that they have not created the other sub-standard Lot; they have only allowed this Lot to be joined. He added that this would constitute an approval of half of a subdivision into this one, but the approval would not create a new Lot because the other Plat has not been amended.

He added that with this compromise the owner of Lots 5 and 6 would have to apply for a corrective Plat Amendment for those Lots, but this applicant should not be held hostage to the other owner. He commented that the concerns expressed were legitimate, but added that they have successfully conditioned other Plat Amendments in this way without opening up an argument that they created a sub-standard Lot.

Commissioner Thimm asked if Senior City Attorney was suggesting a specific Condition, a Plat Note, or both. Mr. Harrington suggested both and offered a Condition of Approval that there shall be a note on the plat affirmatively stating that Lot 5 is not being approved and can only be developed after a subsequent plat amendment on that Lot.

Commissioner Thimm was agreeable to this added Condition of Approval. Commissioners Van Dine, Suesser, and Kenworthy agreed as well.

MOTION: Commissioner Thimm moved to forward a positive recommendation to the City Council for their consideration on May 12, 2022, for 45 Daly Avenue, based on the Draft Ordinance, Findings of Fact, Conclusions of Law, and modified Conditions of Approval to include the provision concerning future development as a legal Lot based on a note to be added to the Plat:

Findings of Fact

1. The plat is located at 45 Daly Avenue within the Historic Residential (HR-1) District.
2. The 45 Daly Avenue Subdivision Plat consists of Lot 4 of Block 72 and five feet of Lot 5.
3. On January 11, 2022, the current owner and applicant submitted an application for a Plat Amendment to combine two existing lots into 1 legal lot of record containing a total of 3300 square feet.
4. Staff deemed the Plat Amendment application deemed complete on March 30, 2022.
5. The subject parcel PC-603-B (at 45 Daly Avenue) currently has a Fence built near property lines.

6. The HR-1 zone requires a minimum lot area of 1,875 square feet for a single-family dwelling. The proposed lot area meets the minimum lot area for a single-family dwelling.
7. The proposed lot area does not meet the requirement for a duplex (minimum lot size of 3,750 square feet), which is a Conditional Use in the HR-1 zone.
8. The minimum lot width allowed in the district is twenty-five feet (25'). The proposed combined lot width is 33'. The lot depth is 100'.
9. The minimum front and rear setbacks are 12' or 13' for a total of 25'.
10. The minimum side yard setbacks for a 33' wide lot is 3 feet (3'), six feet (6') total.
11. The proposed plat amendment will not cause undue harm to adjacent property owners.
12. There are no existing encroachments on the affected parcels.
13. The proposed lot area of 3300 square feet is a compatible lot combination, as the entire Historic Residential-1 District has an abundance of sites with the same or similar dimensions and lot area.
14. The maximum footprint allowed in the HR-1 zone is 1370.7 square feet for the proposed lot.
15. As conditioned, the proposed plat amendment does not create any new non-complying or non-conforming situations.
16. The analysis section of the Staff Report is incorporated herein.

Conclusions of Law

1. There is Good Cause for this Plat Amendment because the combination of the two lots creates an unusual streetscape by combining a traditional old town lot with an extra five-foot parcel, and records the ownership of the lot combination.
2. The Subdivision Plat is consistent with Land Management Code Chapters 15-2.2 and 15-7.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit for any work shall be issued until the plat is recorded and until a Historic District Design Review application is submitted and approved for the proposed development.
4. The property is not located within the Park City Soil Ordinance Boundary and therefore it is not regulated by the City for mine-related impacts. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
5. New construction must comply with the Land Management Code.
6. The Applicant shall adjust or replace the existing Fence to reflect the new Lot's property lines at the time the plat is recorded.
7. Any construction on the property requires a Historic District Design Review through the Planning Department.
8. City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards for new construction is a condition precedent to building permit issuance.
9. There shall be a note on the plat affirmatively stating that Lot 5 is not being approved and can only be developed after a subsequent Plat Amendment on that Lot.

Commissioner Van Dine seconded the motion.

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

- B. 949 Empire Avenue - Plat Amendment - The Applicant Proposes Removing an Internal Lot Line to Create a Single Lot of Record in the Historic Residential (HR-1) Zoning District. PL-22-05158 (15 min.) (A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on May 12, 2022.**

City Planner, Spencer Cawley, reported that Staff was requesting a continuance of this item to June 22, 2022, to allow the applicant additional time to review some lingering issues with the property.

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

MOTION: Commissioner Van Dine moved to continue the 949 Empire Avenue Plat Amendment to the Planning Commission meeting on June 22, 2022. Commissioner Johnson seconded the motion.

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

Commissioner Suesser noted that she voted in support of the continuance, but sought clarification of when the applicant requested the continuance. Planner Cawley advised that there were some concerns with the non-conforming existing double garage, a portion of which is located on the neighboring property. Part of the Plat Amendment would involve removing a portion of the garage, and the neighbors have not come to an agreement at this time. Planner Cawley confirmed that he first learned of the applicant's request to continue at 4:00 p.m.

C. 2656 Aspen Springs Drive - Conditional Use Permit - The Applicant Proposes Constructing a Guesthouse in the Single-Family (SF) Zoning District. PL-22-05160.

Planner Cawley stated that the applicant's representative, Jordan Bishop, was present. Planner Cawley explained that this application was for a Conditional Use Permit ("CUP") for the construction of a Guesthouse in the Aspen Springs Ranch Subdivision, Phase II. He presented a graphic showing the location of the property, which is in direct sight of McPolin Barn. He stated that construction is already underway on the main structure and stressed that this request is only for the Guesthouse. In response to an inquiry, Planner Cawley stated that the main house did not come before the Planning Commission in the last two years, but it did go through Building Permit review.

Planner Cawley reported that the subject property is located within the Single-Family ("SF") Zone and abuts the ROS Zone. He presented a Site Plan showing the location of the Guesthouse, which is planned to be in the front portion of the lot. He noted that it would be set back enough from the front plane of the main house, which complies with that requirement. He addressed the SF Zoning District Requirements and explained that the front setback would be 20 feet; however, the Site Plan indicates that the southwest corner of the Guesthouse would touch the front setback. Staff included a Condition of Approval that the roof overhang would not project more than 3' into the front setback.

Planner Cawley confirmed that the proposal meets the remaining Zoning District requirements. He explained that the proposal was reviewed against the Aspen Springs Ranch Subdivision Plat. Plat Note No. 11 calls out this Lot as subject to special design restrictions that apply primarily to the main dwelling structure; however, the Guesthouse must also comply with these restrictions. The restrictions include Limits of Disturbance, Maximum Floor Area, Height, Ridgeline, Upper Floor Area, and Wall Height and Length. Planner Cawley stated that the maximum Limit of Disturbance is 10,000 square feet. As the plans show the Limits of Disturbance of just under 9,000 square feet, this proposal complies with that requirement.

The Plat Note limits the Maximum Floor Area to 8,250 square feet. Planner Cawley reported that the main house floor area totals approximately 6,600 square feet, while the Guesthouse would be 1,200 square feet. This falls within the 8,250 square foot Maximum Floor Area requirement. He

added that there was a Condition of Approval that the applicant not exceed the allowed Maximum Floor Area per the Plat. With regard to ROS, Planner Cawley explained that the ROS line is also known as the line of non-disturbance. Therefore, Staff included a Condition of Approval ensuring that construction activity be confined to the SF Zone area of Lot 47. He explained that Maximum Height is capped at 25 feet, however, detached Accessory Buildings have a height limit of 18 feet. Planner Cawley noted that they included a Condition of Approval to ensure that the applicant would not exceed the height of 18 feet for the Guesthouse. This Condition of Approval also ties in the Ridgeline, Upper Floor Area, and Wall Height.

Planner Cawley read the restrictions on Wall Length as contained in the Plat. He referenced the footprint of the Guesthouse that showed that it would comply with the Maximum Wall Length because it is within 45 degrees of parallel. Planner Cawley next addressed the compliance of this proposal with the CUP criteria as outlined in the LMC. He noted that parking is always a concern with these requests, and a Guesthouse requires an additional parking spot. The single-family home requires two parking spots, and Planner Cawley reported that the main structure would have three parking spots in an attached garage. The Guesthouse would also have an attached garage that would provide one parking spot. He referenced Conditions of Approval 5, 6, and 7 that require the applicant to maintain what is allowed in the LMC for Fencing, Screening and Landscaping, Mass, Bulk and Orientation, and Lighting. He added that no signs would be allowed or approved with this CUP.

Planner Cawley pointed out that this proposal was consistent with the General Plan, Goal No. 7, which states that the City strives to create diversity of housing opportunities. He added that this proposal also complies with all of the Sensitive Lands Overlay criteria. He concluded by stating that the proposal complies with the LMC Section 15-4-6, which contain the requirements for a Guesthouse. Guesthouses are only allowed on Lots greater than one acre, and this Lot is 1.6 acres.

Additionally, a guesthouse may not be larger than 1/3 the size of the main dwelling, and the floor area may not exceed 1,500 square feet. He stated that the only Condition of Approval from this section of the analysis was that the Guesthouse may be detached from the main house, but it may not be sold or leased separately from the main house. He referenced the definition of Guesthouse which states that an Accessory Building and Dwelling intended for non-rent paying guests of the primary Dwelling Unit's residents. Guesthouses are not a lodging Use where typically lodging services are provided. Nightly rental or any lease or use for payment is not allowed. This was included as a Condition of Approval.

Planner Cawley reported that the Development Review Committee reviewed this application on March 1, 2022, as did the Planning, Engineering, and Legal Departments. No additional concerns were raised.

Notice was sent out on March 30, 2022, to property owners within 300 feet, as well as the City's website, Utah Public Notice website, and in the *Park Record*. He reported that Staff did not receive any public input.

Planner Cawley requested the Commission consider approval of this CUP based on the Findings of Fact, Conclusions of Law, and Conditions of Approval.

Chair Phillips noted that everything presented fits within the Code, and they just want to make sure the Guesthouse is built as drawn. He asked if the City required a Record of Survey of the

foundation to make sure it does not go over the setback line. Planner Cawley explained that an additional Building Permit would be required in order to construct this structure. Chair Phillips suggested that if a Record of Survey were not already required, it would be reasonable to request the applicant have a Record of Survey to verify that they are within the setback.

Planner Cawley stated that when the applicant submitted the original Building Permit, the Guesthouse was a part of that application. He would review that to ensure that there is a Record of Survey.

In response to an additional inquiry from Chair Phillips, Planner Cawley confirmed that the Guesthouse could not be leased even for a year, pursuant to City Code.

Commissioner Suesser referenced Condition of Approval 4 and requested clarification of the reference in the Staff Report to a Maximum Height of 25 feet. Planner Cawley explained that the Plat requires that any structure built in the Subdivision could not exceed 25 feet. The LMC restricts that even further for the Guesthouse, and the proposal states that the Guesthouse would not exceed 18 feet.

Planner Cawley noted that the same analysis applied to Maximum Exterior Wall Height. Commissioner Suesser commented that the Staff Report does not include what was proposed and would like to see that in these analyses.

Chair Phillips opened the public hearing. There being no public comment, Chair Phillips closed the public hearing.

MOTION: Commissioner Johnson moved to approve a Conditional Use Permit for 2656 Aspen Springs Drive, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as follows:

Findings of Fact

1. The property is located at 2656 Aspen Springs Drive, Lot 47 of the Aspen Springs Ranch Subdivision Phase II.
2. The property is in the Single-Family (SF) Zoning District and a portion of the Lot's rear is zoned as Recreation Open Space.
3. Lot 47 contains 1.6 acres.
4. A Detached Guesthouse, an Accessory Structure, is a Conditional Use in the SF Zoning District and requires Planning Commission review and approval.
5. On February 7, 2022, the Planning Department received a Conditional Use Permit Application to construct a Detached Guesthouse at 2656 Aspen Springs Drive.
6. On February 15, 2022, the Planning Department determined the Conditional Use Permit Application was complete.
7. The minimum front Setback for the SF Zoning District is 20 feet.

8. The minimum rear Setback for the SF Zoning District is 15 feet.
9. The minimum side Setback for the SF Zoning District is 12 feet, on each side.
10. The site plan indicates the southwest corner will touch the Front Setback.
11. The maximum height for an Accessory Structure is 18 feet.
12. The Plat states the maximum Limits of Disturbance (LOD) for Lot 47 is 10,000 sq. ft.
13. The Plat states the maximum Floor Area is 8,250 sq. ft.
14. The ROS zoned portion of Lot 47 is a non-disturbance zone.
15. Conditional Use Permits require review pursuant to the criteria outlined in Land Management Code § 15-1-10(E).
 - a. Size and Location of Site – No unmitigated impacts. The Lot is 1.6 acres. The Detached Guest House is proposed to be outside the ROS zoned portion of the property. The proposal complies with the size, height, setback, and location criteria for the Guesthouse as found in the LMC.
 - b. Traffic Capacity – No unmitigated impacts. Traffic generated by occupants of the Guesthouse will have minimal impact on traffic capacity.
 - c. Utility Capacity – No unmitigated impacts. All utility requirements will be reviewed during the Building Permit review phase.
 - d. Emergency Vehicle Access – No unmitigated impacts. Emergency vehicles can access the site from Aspen Springs Drive.
 - e. Off-Street Parking – Complies. LMC § 15-3-6 requires a Guesthouse to provide one (1) Off-Street parking space in addition to the required two (2) parking spaces for the main Structure. The Applicant proposes to build an additional garage with the Guesthouse to meet this requirement.
 - f. Internal Vehicle and Pedestrian Circulation – No unmitigated impacts. The Use of the Detached Guesthouse will not change vehicle or pedestrian circulation.
 - g. Fencing, Screening, Landscaping, to Separate Use from Adjoining Properties – Condition of Approval 5.
 - h. Structure Mass, Bulk, and Orientation – Condition of Approval 6.

- i. Useable Open Space – No unmitigated impacts. There are no open space requirements for a Single-Family Dwelling. The addition of the Detached Guesthouse does not encroach into the ROS Zone nor change the amount of useable Open Space in the Subdivision.
 - j. Signs and Lighting – Condition of Approval 7.
 - k. Physical Design and Compatibility with Surrounding Structures – No unmitigated impacts. The Detached Guesthouse is similar in design and scale in the Subdivision.
 - l. Noise, Vibration, Odors, Steam, or Other Mechanical Structures – No unmitigated impacts. There is no change in use that will result in additional noise, vibration, odors, steam, or other mechanical factors. All exterior mechanical equipment will be screened and comply with the Setback requirements.
 - m. Control of Delivery and Service Vehicles; Loading and Unloading; Screening of Trash and Recycling Pickup Areas – Not applicable. No changes are proposed for delivery and service vehicles or trash and recycling management.
 - n. Expected Ownership – Not applicable. No change in ownership is proposed.
 - o. Environmentally Sensitive Lands, Physical Hazards, Historic Mining Waste, Park City Soils Ordinance, or Steep Slope – Complies. The project is compliant with the Sensitive Lands Overlay (SLO).
 - p. General Plan Consistency – Complies. The General Plan calls out the importance of developing a Sense of Community. Goal 7 of the General Plan shows that the City strives to create a diversity of housing opportunities.
16. The findings in the Analysis section of the Staff Report are incorporated herein.

Conclusions of Law

- 1. This Conditional Use Permit, as conditioned, is consistent with the Park City Land Management Code.
- 2. The Use is consistent with the Park City General Plan.
- 3. The effects of any differences in Use or scale have been mitigated through careful planning.

Condition(s) of Approval

1. The Applicant shall ensure that the roof overhang does not project more than three feet (3') into the Front Setback.
2. The Applicant shall ensure that the Detached Guesthouse does not exceed the allowed Maximum Floor Area as indicated on the Aspen Springs Ranch Subdivision Phase II Plat.
3. The Applicant shall ensure construction activity is confined to the LOD and the portion of Lot 74 zoned single-family.
4. The Detached Guesthouse shall not exceed a maximum height of 18 feet.
5. Fences and Retaining Walls shall comply with LMC § 15-4-2, Fences and Retaining Walls.
6. The project shall conform with the applicable sections of the LMC regulating Accessory Structure mass, bulk, and orientation.
7. No signs or outdoor lighting are proposed or approved under this CUP. The Applicant shall ensure all outdoor lighting is compliant with LMC § 15-5-5(J).
8. Prior to issuance of a certificate of occupancy, the Property Owner shall record with the Summit County Recorder's Office a deed restriction "Notice to Purchaser" stating the Guesthouse may not be sold or leased separately from the main house, nor used for Nightly Rentals.

Commissioner Thimm seconded the motion.

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

- D. Land Management Code Amendments -- Amendments to Non-Historic Zoning District Regulations and to Chapter 15-5, Architectural Review, to Comply with Changes to State Code Regarding Design of Single-Family Dwellings and Duplexes; Amendments to Chapter 15-6, Master Planned Developments, and Chapter 15-6.1, Affordable Master Planned Developments to Require Design Guidelines; Amendments to Section 15-1-18, Appeals, and 15-10-7, Board of Adjustment Appeals, to Clarify Jurisdiction and to Comply with Changes to State Code; Amendments to Section 15-15-1 to Update the Definition of Food Truck to Comply with Changes to State Code; and Non-Substantive Amendments in all Chapters. PL-22-05208.**

Assistant Planning Director, Rebecca Ward, explained that the above item addressed LMC Amendments for Architectural Review and Appeals. These proposed Amendments align with changes in State Code. She explained that there were three main changes. The first was to exempt single-family dwellings and duplexes from certain Architectural Review requirements. The second seeks to update the Appeals section, and the third amendment is to update the definition of Food Truck. She noted that there were also some minor, non-substantive corrections.

Assistant Planning Director Ward explained that in 2021, the Utah Legislature enacted House Bill 1003, which requires the Planning Department to change the way they review Building Permits. The State now requires the Planning Department to expedite Building Permits for single-family duplexes and townhomes and requires review and final approval within 14 business days. She added that the State now also defines a Complete Building Permit Application. Once the Planning Department receives and accepts a Complete Building Permit Application, it has a 14-day window to approve. This requires Planning Staff to coordinate with the Building Department to make sure all land use approvals are in place before they can even accept the Building Permit. This new process was implemented when this bill went into effect last year.

Assistant Planning Director Ward added that another component of this legislation was that the City is prohibited from imposing Building Design elements on single-family and duplex dwellings that are non-historic or in non-historic districts. She noted that the Historic Districts are carved out of the prohibition and the City can continue to review those applications through the Historic District Design Guidelines. She added that there are some minor modifications on what the City can review for single-family homes and duplexes, including some limitations on siding materials, design ornamentation, roof shapes, and window treatments. She explained that the proposed Amendments include the language from the State Code that outlines what the City cannot regulate for these single-family and duplex dwellings in the non-Historic Districts. She explained that the City could still regulate Building Design Elements if the single-family home or duplex is part of an approved Master Planned Development ("MPD"). The proposed Amendments allow for Planning Commission discretion in its review of MPDs and Affordable MPDs to regulate design in homes subject to a Development Agreement. As a result, the Planning Commission could require Design Guidelines on a project-by-project basis.

Assistant Planning Director Ward explained that the second part of these Amendments sought to clean up the Appeal sections and also comply with changes to State Code. First, in each of the Architectural Review sections for each Zoning District, they removed the Appeal language and consolidated it into one section. In addition, in 2017 the State Legislature enacted a bill that the City Council was required to be the Historic Preservation Appeal Authority; two years later, the State eliminated that requirement. Therefore, the proposed Amendments remove the City Council as the Historic Preservation Board Appeal authority, and the authority returns to the Board of Adjustment.

Assistant Planning Director Ward also noted that this year, the State Legislature enacted House Bill 303, which clarifies the definition of a Land Use Decision. The previous definition was broad and included enforcement of a land use regulation or Development Agreement. The new Bill defines a Land Use Decision as final action and approval of an actual permit. The proposed Amendments clarify Section 15-1-18, that Final Action by Planning Staff may be appealed. She referenced three sections of the Code that outline the appeal process. Section 15-1-18 governs all Appeals of land use decisions. Section 15-10-3 outlines the Board of Adjustment's powers and duties, and Section 15-10-7 is a separate section for Board of Adjustment appeals. She explained that the latter two sections were amended in 2015. Section 15-1-18 has been amended seven times.

She explained that Staff proposed to remove restrictive language regarding the Board of Adjustment appeal authority so that the Board of Adjustment may review all Historic Preservation Board appeals, final actions, and Staff-level final actions. The proposed Amendments also remove contradictory language and provide that appeals of Planning Director and Planning Staff final actions that are not related to Historic District applications would come before the Planning

Commission. She reiterated that all Appeal language would be contained in one section to allow for consistency in the Code.

With regard to Food Trucks, Assistant Planning Director Ward explained that the Legislature had enacted several bills over the past two years to establish reciprocal business licenses, approvals, and other reviews from jurisdiction to jurisdiction. This year, the State Legislature expanded the reciprocal licensing to include Food Carts and Ice Cream Trucks, which are included in the proposed Amendments. They also included minor updates referencing the State Code, updated internal citations, and created consistent references to the Design Guidelines for Historic Districts and Historic Sites. They also included gender-neutral updates, updated the references to the International Building Code which replaced the Uniform Building Code, and cleaned up language regarding setbacks.

Assistant Planning Director Ward reported that Staff recommended the Planning Commission review the proposed Amendments, conduct a public hearing, and consider forwarding a recommendation for the City Council's consideration on May 26, 2022.

Commissioner Suesser asked about appeals of final actions by the Planning Director and Planning Staff to the Planning Commission and wondered where an appeal from the Planning Commission would be heard. Mr. Harrington confirmed that they would be heard in the District Court.

Commissioner Suesser expressed support for the changes. Commissioner Kenworthy agreed.

Chair Phillips asked if there were any changes to the licensing of Food Trucks. Assistant Planning Director Ward recalled that there were some minor changes to help with acknowledging approvals from jurisdiction to jurisdiction.

Commissioner Suesser found it interesting that the Food Truck definition stated that they might park and sell product for 10 hours or more per week. Assistant Planning Director Ward explained that it would depend on the underlying approval through the Planning Department. Food trucks are allowed if there is an approved food truck location. She would look into this further and felt that the language was aligned with the State Code enacted a few years back.

Mr. Harrington stated that they could provide clarity on this before it goes to City Council. Assistant Planning Director Ward added that pursuant to the licensing code, the food truck may not park in one location for more than 12 hours during any 24-hour period. She would look into the 10-hour requirement. She clarified that they were not making any changes to the Food Truck Location section; the only changes were on line 4639 in the Ordinance, which is the definition of Food Truck.

Chair Phillips recalled some changes to the Food Truck section a few years back, in which State law limited the City's ability to regulate, and changes were made to the language.

Assistant Planning Director Ward shared the proposed changes to the definition of Food Truck, which adds a Food Cart or an Ice Cream Truck. The 10-hour provision is already part of the Code in the section governing Food Truck Location.

Mr. Harrington recalled that the 10-hour provision came from State Code and triggers the scope of City licensing. If a food truck is operated less than 10 hours on private property, then the City

cannot license it. The City could not regulate a food truck that operated less than 10 hours per week on private property. He reiterated that they would clarify this in their next Staff Report.

MOTION: Commissioner Johnson moved to forward a positive recommendation for City Council's consideration on May 26, 2022, for the Land Management Code Amendments as outlined in the Draft Ordinance, attached to the Staff Report. Commissioner Kenworthy seconded the motion.

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

7. ADJOURN

MOTION: Commissioner Hall moved to adjourn.

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

PENDING APPROVAL

Planning Commission Staff Report



Subject: Water Wise Landscaping
Application: PL-21-05064
Authors: Lillian Lederer
Spencer Cawley
Date: April 27, 2022
Type of Item: Work Session

Recommendation

Staff recommends the Planning Commission provide input on proposed Land Management Code amendments to improve Water Wise Landscaping regulations and to simplify landscaping regulations in Land Management Code § 15-5-5(N).

Description

Applicant:	Planning Department
Zoning District:	All Zoning Districts
Land Management Code:	Amending § 15-5-5(N), <i>Landscaping</i>
Reason for Review:	The Planning Commission reviews Land Management Code amendments and forwards a recommendation for City Council's consideration. The City Council conducts a public hearing and takes Final Action.

Background

On May 30, 2019, the City Council adopted [Ordinance No. 2019-30](#), amending the Land Management Code to update landscaping regulations regarding Water Wise Landscaping. Water Wise Landscaping reduces the need for supplemental irrigation, including xeriscaping and hydrozoning, landscaping techniques that co-locate plants, trees, and shrubs that have similar irrigation needs.

The Land Management Code defines Water Wise Landscaping as:

A landscaping method developed especially for arid and semiarid climates utilizing water-conserving techniques (such as the use of drought-tolerant plants, mulch, and efficient irrigation) that reduces the need for supplemental irrigation. "Xeriscape" is a form of Water Wise Landscaping. Plants, trees, and shrubs that are appropriate to the local climate are used, and care is taken to avoid losing water to evaporation and run-off. A Water Wise Landscape is a mix of plantings, boulders, and other landscaping materials with at least fifty percent (50%) of the landscaped area containing plants, trees, and shrubs. The use of mulch coverings, organic or stone-based, without fifty percent (50%) plantings does not constitute a Water Wise Landscape.

Current Water Wise Landscaping requirements are outlined in LMC § 15-5-5(N) and

require the following:

- A landscape plan shall utilize the concept of Water Wise Landscaping for plant selection and location, irrigation, and mulching of all landscaped areas.
- The plan shall identify the 50% of any Water Wise Landscaped area comprised of appropriate plants, trees, and shrubs.
- Where landscaping occurs, it should consist primarily of native and drought tolerant species, drip irrigation, and all plantings shall be adequately mulched.
- Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions.

On September 23, 2021, City Council directed Planning Staff to evaluate additional amendments to the Water Wise Landscaping code to further improve water conservation through landscaping and evaluate water conservation for the following:

- Preservation of significant and historic landscaping
- Distinguishing landscaping requirements based on Use (i.e., commercial, industrial, and residential)
- Updating the plant list to includes Water Wise turfgrass and to identify Water Wise plants
- Clarify landscaping in Limits of Disturbance to further conserve water, and
- Clarification for the overlap of Wildland Urban Interface regulations and landscaping requirements ([Staff Report](#); [Land Management Code Exhibit](#); [Minutes, p. 4](#)).

After this work session, the Planning Department will conduct an online public survey, hold a series of open houses, reach out to homeowner associations (HOAs), and develop a simple website to solicit public feedback on the suggested changes. Following this period of public input, the Planning Department will return to the Planning Commission to finalize recommendations for City Council's consideration.

Analysis

One Strategic Pillar of Vision 2020 addresses water scarcity through Environmental Leadership. The Park City General Plan recommends Land Use regulations to help reduce water use through efficient infrastructure and landscaping requirements. Strategy 5.3 of the General Plan suggests adopting landscaping requirements in the Land Management Code to decrease water utilization and preserve native landscaping.

Staff recommends amendments to comply with changes to state code and to improve and simplify Landscaping regulations outlined in LMC § 15-5-5(N).

HB 282 was passed during the 2022 Utah Legislative Session. This bill modifies provisions regarding Water Wise landscaping. More specifically, this bill prohibits municipalities, counties, and Homeowner's Associations from prohibiting a property

owner from incorporating Water Wise landscaping on the property owner's property. A municipality or HOA may not enact or enforce an ordinance, resolution, or policy that prohibits, or has the effect of prohibiting, a property owner from incorporating Water Wise landscaping on the property owner's property.

However, a municipality or HOA may require a property owner to:

1. Comply with a Site Plan review or other review process before installing Water Wise landscaping;
2. Maintain plant material in a healthy condition;
3. Follow specific Water Wise landscaping design requirements adopted by the municipality or HOA, including a requirement that:
 - a) Restricts or clarifies the use of mulches considered detrimental to municipal operations;
 - b) Imposes minimum or maximum vegetation coverage standards; or
 - c) Restricts or prohibits the use of specific plant materials.

A municipality or HOA may not require a property owner to install or keep in place lawn turf in an area with a width less than eight feet (8').

The LMC does not restrict installation of Water Wise landscaping. However, amendments to the existing code can reflect the language and definitions in HB 282.

(I) Staff recommends amending definitions in the LMC to align with [HB 282](#).

HB 282 defines the following terms:

HB 282 Terms	Definition
Lawn/Turf	Nonagricultural land planted in closely mowed, managed grasses.
Mulch	Material such as rock, bark, wood chips, or other materials left loose and applied to the soil.
Overhead spray irrigation	Above ground irrigation heads that spray water through a nozzle.
Vegetative coverage	Ground level surface area covered by the exposed leaf area of a plant or group of plants at full maturity, excluding trees.
Water Wise landscaping	1. Installation of plant materials suited to the microclimate and soil conditions that can: a) Remain healthy with minimal irrigation once established; or b) Be maintained without the use of overhead spray irrigation; 2. Use of water for outdoor irrigation through proper and efficient irrigation design and water

	application. 3. Use of other landscape design features that: a) Minimize the need of the landscape for supplemental water from irrigation; or b) Reduce the landscape area dedicated to lawn or turf.
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The existing LMC also does not include definitions for:

- Hydrozones/Hydrozoning
- Zeroscaping
- Xeriscaping
- Hardscape
- Irrigation Plan

Having specific definitions will help clarify and maintain consistency for Water Wise landscaping and implementation look like.

(II) Opportunities to Reduce Water Use in Landscaping.

The following suggestions were presented to the City Council in September 2021. The Planning Commission may consider including these opportunities as possible amendments to the Land Management Code:

1. **Preservation of Significant Vegetation** – The Municipal Code of Park City requires preservation of significant vegetation, defined as trees six inches in diameter or greater measured 4 1/2 feet above ground, groves of small trees, and clumps of oak or maple covering 50 square feet or more measured at the drip line. The Planning Director may approve removal of significant vegetation, but the property owner is required to replace it with equivalent vegetation in type and size.

The code could be amended to consider water needs of significant vegetation and to allow for replacement with native and drought tolerant species.

2. **Preservation of Historic Landscaping** – Properties within Historic Zoning Districts are required to retain existing landscaping features that contribute to the character of the historic site.

The code could be amended to consider water needs of species and to allow for replacement with native and drought tolerant species.

3. **Consideration of Land Use Type** – The current landscaping regulations apply to all land uses without distinguishing landscaping needs for recreation uses, commercial uses, and residential uses.

The code could be updated to address each land use and could further restrict turfgrass for residential and commercial properties while allowing for more turfgrass for recreational uses. The table below (from the LMC) could also be revisited for analysis and reasoning behind the required lot sizes:

Lot Size	Maximum Turf or Lawn Area as a percentage of the allowed Limits of Disturbance Area of the Lot that is not covered by Buildings, Structures, or other Impervious paving
Greater than one (1) acre	25%
0.50 acres to one (1) acre	35%
0.10 acres to 0.49 acres	45%
Less than 0.10 acres	No limitation

4. **Consideration of Site-Specific Features** – Best practices for site-specific features like steep slopes could be included in the Steep Slope Conditional Use Permit review and for properties within the Sensitive Land Overlay. Grading Plans showing that irrigation and rainfall remains within property lines could be required.
5. **Greywater Use** – Summit County has an approved greywater reuse program. This program is regulated by Utah State Code R317-401. It is not clear if any person or entity within Summit County has obtained a permit to install a greywater system. However, implementation into the LMC will require substantial research and coordination with the County and the State.
6. **Plant List** – The recommended plant list could be updated to include water-wise turfgrass. Plants that are not classified as Water Wise could be removed. The plant list currently identifies fire wise plants.

The list could be updated to also identify Water Wise plants. Furthermore, the list is found in Title 14 of the Municipal Code. These amendments can include the same list in the LMC. See Exhibit A for existing fire wise and Water Wise plants.

7. **Clarifying Limits of Disturbance** – Many Plats reviewed and recommended by the Planning Commission and approved by the City Council include Limits of Disturbance for each Lot. Property owners often request landscaping outside of the Limits of Disturbance.

The Land Management Code could be clarified to prohibit landscaping that requires irrigation outside of the Limits of Disturbance.

8. **Wildlife Urban Interface Regulations** – The overlap between the Wildland Urban Interface regulations and landscaping regulations could be evaluated to ensure they are aligned.
9. **Online Resources** – The Planning Department could develop and maintain a webpage to provide an overview of landscaping requirements, such as landscaping and irrigation plan examples, and to link to helpful resource for Water Wise landscaping.

(III) Existing Plant Species List in Municipal Code § [14-1-5\(D\)](#).

The following list of plant materials and trees is included in the Municipal Code. These plant materials and trees are approved for use in the City's rights-of-way and public spaces. Any deviation from this list must be approved by the Forestry Manager. Information for each plant regarding botanical name, mature size, light exposure, foliage color, flower season, fruit, and if the plant is native or Water Wise is available through contacting the Planning Department.

<u>Coniferous Trees</u>	<u>Deciduous Trees</u>
Austrian Pine ø	Amur Maple * ø
Blue Spruce ø	Autumn Blaze Maple ø
Bosnian Red Cone Pine ø	Bigtooth Maple * ø
Bristlecone Pine ø	Bolleana Poplar
Douglas Fir	Burr Oak * ø
Engelmann Spruce ø	Canada Red Chokecherry * ø
Limber Pine ø	Columnar Swedish Aspen *
Norway Spruce ø	Common Hackberry * ø
Pinyon Pine ø	Common Pear Tree
Ponderosa Pine ø	Crabapple * ø
Rocky Mountain Juniper Scotch Pine ø	Downy Serviceberry * ø
Single-needed Pine	Emerald Queen Norway Maple
Sub Alpine Fir	Gambel Oak; Scrub Oak ø
Utah Juniper ø	Japanese Tree Lilac ø
Vanderwolf Pine ø	Kentucky Coffeetree * ø
Western White Pine ø	Linden Trees * ø
White Fir ø	Manchurian Ash
	Marshall Seedless Ash
	May Day Tree * ø
	Narrowleaf Cottonwood * ø
	Patmore Green Ash ø
	Quaking Aspen *

	Rocky Mountain Maple * ø Saskatoon Serviceberry or Juneberry * ø Sensation Boxelder * ø Sycamore Maple * ø Tatarian Maple * ø Thornless Hawthorn * ø Turkish Filbert * ø Western Catalpa * ø
<u>Shrubs</u>	
Adam's Needle * ø Alpine Current * Antelope Bitterbrush * ø Apache Plume ø Ash Leaf False Spirea * ø Austrian Copper Rose ø Beauty Bush * ø Big Basin Sage ø Bigelow's Sage ø Black Chokeberry * ø Black Sage ø Blue Mist Spirea * ø Boulder Thimbleberry * ø Bridal Wreath Spirea * ø Bumald Spirea * ø Butterfly Bush ø Chenault Coralberry * ø Chokecherry * ø Cliff Jamesia * Cliff Rose * ø Clove Currant * Common Lilac (many cultivars) * ø Common Snowberry * ø Compact Oregon Grape * ø Cranberry Cotoneaster * ø Crimson Pygmy Barberry * ø Curl-leaf Mountain Mahogany * ø Yew * ø Diabolo Ninebark * ø Dwarf Korean Lilac * ø Dwarf Mountain Mahogany * ø	Leatherleaf Viburnum * Lewis' Mockorange * ø Littleleaf Mockorange * ø Meideland Rose Mentor Barberry, Red Leaf Barberry, Rose Glow Barberry * ø Mountain Lover * ø Mountain Mahogany * ø Mountain Snowberry * ø New Mexico Locust * Ninebark * ø Oakbrush Sumac, Skunkbrush ø Oregon Grape * ø Peking Cotoneaster * ø Purple Sand Cherry * ø Pygmy Pea Shrub Red Chokeberry * ø Redleaf Rose Rock Spray Spiraea * Rose Daphne Rubber Rabbitbrush ø Rugosa Rose Sand Sage ø Saskatoon Serviceberry * ø Sea Buckthorn * Shrubby Cinquefoil * ø Siberian Peashrub * ø Silver Buffaloberry * ø Silver Sage * ø Smoke Tree Smooth Sumac ø

Dwarf Mugo Pine ø Dwarf Smooth Sumac ø Dwarf Winged Euonymus * Elderberry * ø Fernbush ø Flowering Almond * ø Forsythia * ø Fringed Sage Golden Currant ø Greenleaf Manzanita * Harison's Yellow Rose Harriman's Yucca * ø Honeysuckle Species * ø Indian Currant Coralberry *	Spreading Cotoneaster * ø Squaw Currant Staghorn Sumac ø Tallhedge Buckthorn * ø Thinleaf Alder * Utah Serviceberry * ø Wayfaring Tree * Western Sand Cherry * ø Winged Euonymous * Winterfat Wolfberry Woods Rose *
<u>Perennials</u>	
Barrenwort Bearded Iris; German Iris * ø Bergenia, Saxifrage * ø Black Eyed Susan * ø Blanket Flower * ø Bloody Cranesbill * ø Blue Flax; Lewis' Flax * ø Blue Mint Bush Bluebells-of-Scotland Bronze Evening Primrose * Butterfly Milkweed * ø Candytuft * ø Catmint Chocolate flower * ø Common Thrift ø Coral Bells * ø Creeping Germander ø Creeping Phlox * ø Dalmatian Bellflower ø Daylily * ø Desert Four O'Clock ø Desert Penstemon * ø Dotted Gayfeather Eaton's Beardtongue Endress Cranesbill *	Orange Coneflower * ø Oriental Poppy ø Ozark Coneflower * ø Pale Evening Primrose * Palmer Penstemon * ø Partridge Feather ø Pasque Flower * ø Pearly Everlasting Persian Rockcress ø Pine-leaf Penstemon * ø Pine-leaved Garden Pink Plume-flowered Salvia * Poppy Mallow; Prairie Winecup * ø Prairie Coneflower, Mexican Hat * ø Prairie Purple Coneflower * ø Prairie Skullcap Pussytoes ø Pink Pussytoes; Rosy Red Hot Poker * ø Rock Soapwort ø Rockrose Rocky Mountain Columbine * ø Rocky Mountain Penstemon * ø Rose Campion Russian Sage ø Sand Penstemon * ø Scarlet Bugler

English Lavender (many cultivars available including Munstead, Hidcote, Nana, and Jean Davis) ø False Indigo ø Fernleaf Yarrow French Lavender Garden Pinks Garden Salvia Gaura, Whirling Butterflies ø Gayfeather ø Germander Sage Globemallow * ø Golden Columbine * ø Greek Yarrow Green Santolina * ø Hens And Chicks * ø Hollyhocks Hummingbird Flower Hummingbird Trumpet Keys Of Heaven, Jupiter's Beard, Red Kitchen Sage * ø Lady's Mantle * ø Lavender Cotton Leadplant * ø Leather Leaf Powder Puff Licorice Hyssop * Lilyleaf Ladybells Mat Penstemon * Missouri Evening Primrose * ø Mount Atlas Daisy * Mountain Gold Alyssum	Serbian Yarrow Showy Goldeneye ø Showy Milkweed ø Showy Stonecrop * Shrubby Sandwort Siberian Iris * ø Siskiyou Pink Mexican Primrose * Sticky Geranium * ø Sulfur Flower Sweet Iris * ø Texas Mist Flower Threadleaf Coreopsis ø Tufted Beardtongue Tufted Evening Primrose ø Utah Lady finger; Utah Milkvetch Valerian * Wall Germander Wasatch Beardtongue Western Columbine * ø Western Coneflower * ø Whipple's Penstemon* ø Wild Hyssop Wormwood Yarrow Yellow Corydalis Yellow Stork's bill ø
<u>Annuals</u>	
Ageratum; Flossflower Annual Chrysanthemums; Marguerites ø Annual Coreopsis * ø Bachelor's Buttons * ø Bells-of-Ireland Blue Marguerite Calendula; Pot Marigold California Poppy * Canterbury Bells Carnation; China Pinks	Garden Zinnia Geranium Globe Amaranth Gloriosa Daisy * Icelandic Poppy * Klondike Cosmos Larkspur; Annual Delphinium Lobelia * Love-in-a-mist Love-lies-bleeding Marigolds * Nasturtium* Painted Tongue; Velvet flower Pansy; Viola *

China Aster Cleome; Spiderflower Coleus * Cosmos * Creeping Zinnia * Dusty Miller * Flanders Poppy * Flowering Kale and Cabbage * Flowering Tobacco Forget-me-not * ø Garden Petunia * Garden Verbena *	Salvia; Flowering Sage * Snapdragon * ø Statice ø Strawflower Sunflower ø Sweet Alyssum * Sweet Pea * Sweet William *
<u>Turfgrasses and Ornamental Grasses</u>	
Alkali Sacaton ø Arizona Fescue Blue Avena Grass; Blue Oat Grass ø Blue Fescue ø Blue Grama * ø Deergrass ø Feather Reed Grass ø Foerster Reed Grass ø Fountain Grass ø Galleta Grass; Curly Grass; James' Grass Great Basin Rye * Indian Rice Grass * Indian Grass ø Little Bluestem * ø	Maidenhair Grass Mountain Muhly ø Muhly Grass ø Muttongrass Needlegrass Overdam Reed Grass ø Pine Dropseed; Hairy Dropseed Prairie Junegrass ø Sideoats Grama * ø Spike Dropseed Spike Muhly Switch Grass Tall Wheatgrass
<u>Groundcovers</u>	
Ajuga, Bugleweed Autumn Amber Sumac ø Blue Woolly Speedwell Chenault Coralberry Clematis * ø Common Juniper ø Creeping Juniper ø Creeping Oregon Grape * ø Creeping Thyme ø Dead Nettle ø Gray Creeping Germander ø Gro-low Sumac ø	Lily-Of-The-Valley * Mount Atlas Daisy Mountain Gold Alyssum Purple-leaf Winter Creeper ø Pussy Toes; Pink Pussy Toes ø Rockspray Cotoneaster * ø Snow In Summer * Stonecrop * ø Sweet Woodruff * ø Thyme-leaf Speedwell ø Trumpet Vine ø Turkish Speedwell ø

Halls Honeysuckle Japanese Honeysuckle * ø Kinnikinnick ø Lamb's Ear ø	Virginia Creeper, Boston Ivy ø Wild Strawberry Woolly Thyme ø
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* Classified as Firewise plants. All plant locations, quantities, and maintenance must abide with Chapter 11-21, Utah Wildland-Urban Interface Code.

ø Identified by Staff as Water Wise plants.

Staff recommends the Planning Commission consider adding a Water Wise plant list to the Land Management Code for residential Use and consider adopting a similar list into LMC 15-5-5.

(IV) Staff recommends reorganizing and simplifying landscaping regulations, so they are easily understandable for the community, applicants, and staff.

Current landscaping regulations are outlined in LMC [§ 15-5-5\(N\)](#) and are difficult to read:

N. **LANDSCAPING.** A complete landscape plan must be prepared for the limits of disturbance area for all Development activity. The landscape plan shall utilize the concept of Water Wise Landscaping for plant selection and location, irrigation, and mulching of all landscaped areas. The plan shall include foundation plantings and ground cover, in addition to landscaping for the remainder of the lot. The plan shall indicate the percentage of the lot that is landscaped, the percentage of the landscaping that is irrigated, the type of irrigation to be used, and Hydrozones. The plan shall identify all existing Significant Vegetation. The plan shall also identify the 50 percent (50%) of any Water Wise Landscaped area comprised of appropriate plants, trees, and shrubs. Any proposed boulders or rocks greater than two inches (2") in diameter and Gravel must be identified. Materials proposed for driveways, parking areas, patios, decks, and other hard-scaped areas shall be identified on the plan. A list of plant materials indicating the botanical name, the common name, quantity, and container or caliper size and/or height shall be provided on the plan. Refer to the Municipal Code of Park City Title 14-1-5 for a City approved Plant List. A diverse selection of plantings is suggested to provide plantings appropriate to the Park City climate and growing season, to provide aesthetic variety and to prevent the spread of disease between the same species. Artificial turf is allowed to be used in limited quantities on decks, pathways, recreation and play areas, or as a limited landscaping material on areas in which vegetation may be unsuccessful. Artificial turf's installation shall not pool water and be installed to allow for drainage. Areas of mulch shall be identified on the plan. Approved mulches include natural organic plant based or recycled materials. Gravel is only allowed in the following applications: as an approved walkway, patio, drainage plan, and/or defensible space. The Planning Director or his/her designee may determine if proposed defensible space areas are not required to include plantings. Any Gravel or stone within the HRL, HR-1, HR-2, HRM, HRC, or HCB Zoning Districts must meet the requirements of Park City's Design Guidelines for Historic District and Historic Sites. Gravel is not an allowed surface for parking, ground cover on berms or finished grade with a ratio greater than 3:1, within platted or zoned open space, or as a material in parking strips or City rights-of-way. To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. When approved to be removed, based on a Site Specific plan, Conditional Use, Master Planned Development, or Historic District Design Review approval, the Significant Vegetation shall be replaced with equivalent landscaping in type and size. The Forestry Manager or Planning Director may grant exceptions to this if upon their review it is found that equivalent replacement is impossible or would be detrimental to the site's existing and/or proposed vegetation. Multiple trees equivalent in caliper to the size of the removed Significant Vegetation may be considered instead of replacement in kind and size. Where landscaping does occur, it should consist primarily of native and drought tolerant species, drip irrigation, and all plantings shall be adequately mulched. Significant Vegetation preservation and/or replacement shall be prioritized, but where applicable, Firewise Landscaping and/or Defensible Space landscaping plans for Property within the Wildland-Urban Interface area that include Significant Vegetation removal shall be in accordance with Municipal Code Chapter 11-21. A detailed irrigation plan shall be drawn at the same scale as the landscape plan including, but not limited to: a layout of the heads, lines, valves, controller, backflow preventer, and a corresponding legend and key. Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities. Irrigated lawn and turf areas are limited to a maximum percentage of the allowed Limits of Disturbance Area of a Lot or Property that is not covered by Buildings, Structures, or other Impervious paving, based on the size of the Lot or Property according to the following table:

Lot Size	Maximum Turf or Lawn Area as a percentage of the allowed Limits of Disturbance Area of the Lot that is not covered by Buildings, Structures, or other Impervious paving
Greater than one (1) acre	25%
0.50 acres to one (1) acre	35%
0.10 acres to 0.49 acres	45%
Less than 0.10 acres	No limitation

Where rock and boulders are allowed and identified on the Landscape Plan, these shall be from local sources. All noxious weeds, as identified by Summit County, shall be removed from the Property in a manner acceptable to the City and Summit County, prior to issuance of Certificates of Occupancy.

The LMC can be organized to address topics as subsections of the code. Examples of subsections may include landscape plans, plants, significant vegetation, irrigation, turf, hardscape, etc. Staff recommends ensuring that plant lists and definitions are

accurately cross referenced to limit misinterpretation of code. See Exhibit A for a simple suggested reorganization of the section.

(V) Refunds: Municipal Code [§ 11-13-7\(G\)](#) and other opportunities.

A property owner may be eligible to receive a rebate of up to 50% of the paid exterior water Impact Fee for installation of a drip irrigation system and drought tolerant landscaping in the area of disturbance. For a rebate to be considered, an [application](#) must be submitted to the Planning Department within two (2) years of the payment of the exterior water Impact Fee and within six (6) months of the installation of drought tolerant landscaping. The completed application form and an irrigation plan must be submitted to the Planning Department for review and approval. Conversions of previously disturbed or existing landscaping do not apply; only newly disturbed area from Development Activity will be eligible for a rebate.

In addition to the water Impact Fee rebates, the State has a funded “cash for grass” program. The rules of participation are still under determination. The Council has indicated possibly funding a city run cash for grass program this summer.

Exhibits

Exhibit A: LMC 15-5-5(N) Reorganized Language Draft

LANDSCAPING

Landscape Plans

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Plants

A diverse selection of plantings is suggested to provide plantings appropriate to the Park City climate and growing season, to provide aesthetic variety and to prevent the spread of disease between the same species. A list of plant materials indicating the botanical name, the common name, quantity, and container or caliper size and/or height shall be provided on the plan. Refer to the Municipal Code of Park City Title 14-1-5 for a City approved Plant List. All noxious weeds, as identified by Summit County, shall be removed from the Property in a manner acceptable to the City and Summit County, prior to issuance of Certificates of Occupancy.

Significant Vegetation

The plan shall identify all existing Significant Vegetation. Significant Vegetation preservation and/or replacement shall be prioritized, but where applicable, Firewise Landscaping and/or Defensible Space landscaping plans for Property within the Wildland-Urban Interface area that include Significant Vegetation removal shall be in accordance with Municipal Code Chapter 11-21. To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. When approved to be removed, based on a Site Specific plan, Conditional Use, Master Planned Development, or Historic District Design Review approval, the Significant Vegetation shall be replaced with equivalent landscaping in type and size. The Forestry Manager or Planning Director may grant exceptions to this if upon their review it is found that equivalent replacement is impossible or would be detrimental to the site's existing and/or proposed vegetation. Multiple trees equivalent in caliper to the size of the removed Significant Vegetation may be considered instead of replacement in kind and size.

Irrigation

A detailed irrigation plan shall be drawn at the same scale as the landscape plan including, but not limited to: a layout of the heads, lines, valves, controller, backflow preventer, and a corresponding legend and key. Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.

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Hard Materials

Materials proposed for driveways, parking areas, patios, decks, and other hard-scaped areas shall be identified on the plan. Any proposed boulders or rocks greater than two inches (2") in diameter and Gravel must be identified. Where rock and boulders are allowed and identified on the Landscape Plan, these shall be from local sources. Gravel is only allowed in the following applications: as an approved walkway, patio, drainage plan, and/or defensible space. The Planning Director or his/her designee may determine if proposed defensible space areas are not required to include plantings. Any Gravel or stone within the HRL, HR-1, HR-2, HRM, HRC, or HCB Zoning Districts must meet the requirements of Park City's Design Guidelines for Historic District and Historic Sites. Gravel is not an allowed surface for parking, ground cover on berms or finished grade with a ratio greater than 3:1, within platted or zoned open space, or as a material in parking strips or City rights-of-way.

Planning Commission Staff Report



Subject: Southeast Quinn's Junction Annexation
Application: PL-21-05031
Author: Rebecca Ward, Assistant Planning Director
Date: April 27, 2022
Type of Item: Work Session

Recommendation

Conduct a work session on the Southeast Quinn's Junction Annexation and determine if additional information is needed for the Planning Commission to fully evaluate the annexation petition.

Description

Applicant: Park City Municipal Corporation

Location: Development-restricted Richardson Flat property and City-owned Clark Ranch, approximately 1,200 acres in the Quinn's Junction (HWY 40 and SR 248) area, including the following parcels in unincorporated Summit County:

SS-65-A-X (69.80 acres)
SS-65-A-X-X (0.78 acres)
SS-65-A-1-X (0.26 acres)
SS-92-A-1-A (0.22 acres)
SS-92-A-1-X (0.22 acres)
SS-92-A-X (34.19 acres)
SS-88 (166.27 acres)
SS-91-UP-X (6 acres)
SS-87-A-X (17.18 acres)
SS-87 (380 acres)
SS-87-B (22.85 acres)
SS-86-91-UP-X (12.38 acres)
SS-91-X (45.85 acres)
PP-28-A (40 acres)
SS-121-X (124.98 acres)
PP-26-A-1-AX (44 acres)
PP-26-X (125.76 acres)
PP-26-D-X (6.03 acres)
PP-26-A-X (94.56 acres)
PP-S-46 (0.57 acres)

Proposed Zoning: Recreation and Open Space
Entry Corridor Protection Overlay
Sensitive Land Overlay

Adjacent Land Uses: To the west – the Park City boundary and Intermountain Healthcare Medical Campus Subdivision, Morning Star Estates Subdivision, Park City Heights Subdivision, and Park City Film Studios Subdivision

To the north – unincorporated Summit County Service Commercial and Hillside Stewardship development and undeveloped Agriculture-80 land

To the east – unincorporated Wasatch County mixed-use development along SR 248 and undeveloped land in unincorporated Summit County

To the south – undeveloped land in unincorporated Summit and Wasatch Counties

Reason for Review: The Planning Commission holds a public hearing and makes a recommendation on annexation petitions, including the recommended zoning, to the City Council.¹

Abbreviations

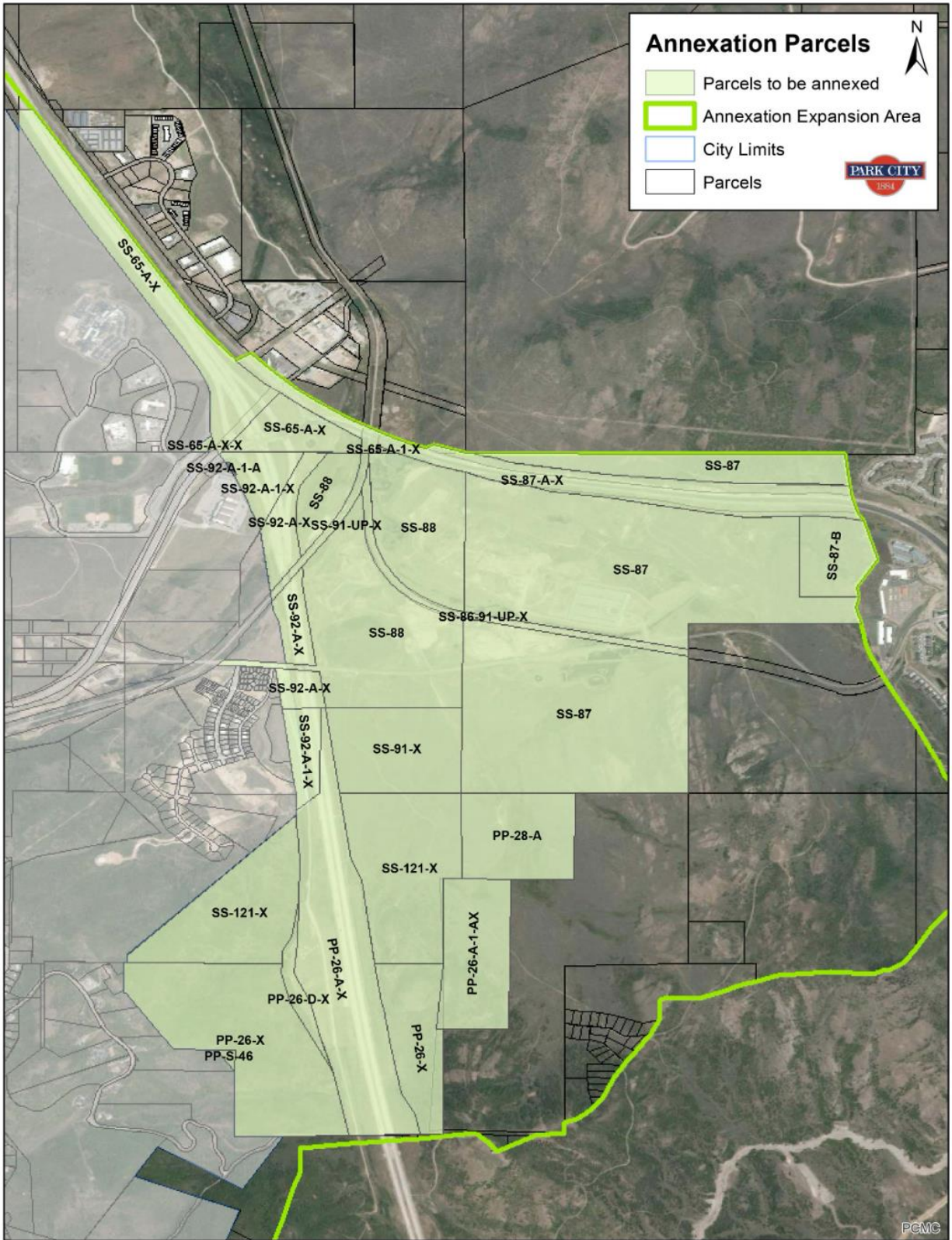
LMC Land Management Code

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

Background

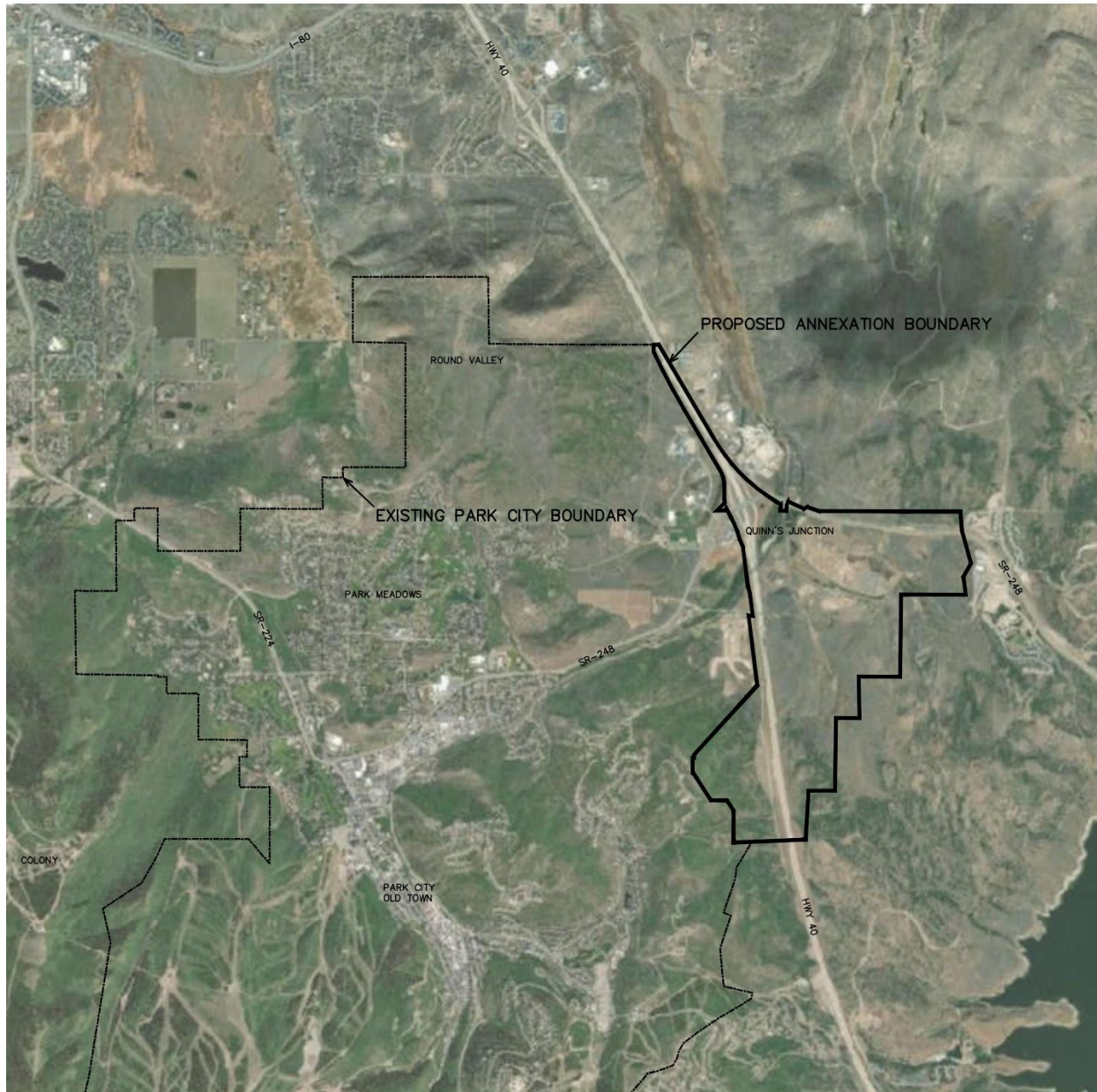
On October 15, 2021, the Applicant filed [the Southeast Quinn's Junction Annexation Petition](#) with the City Recorder. The petition includes approximately 1,200 acres of property in the Quinn's Junction (HWY 40 and SR 248) area in unincorporated Summit County, highlighted in green below:

¹ LMC [§ 15-8-4\(E\)](#).



The Applicant's Vicinity Map shows the area proposed to be annexed into Park City in the context of the existing City boundary:

VICINITY MAP



The petition includes the Richardson Flat and City-owned Clark Ranch properties.

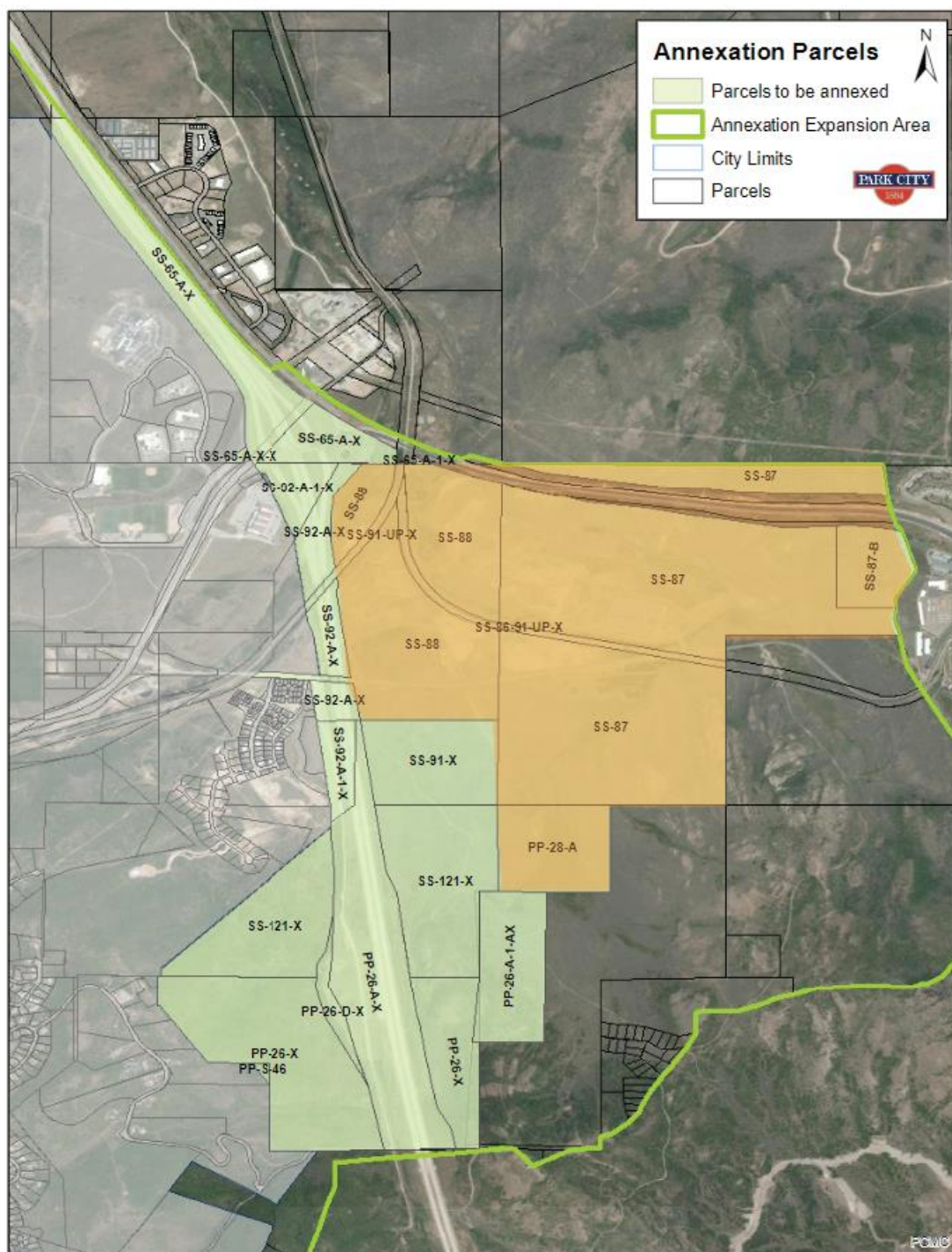
Richardson Flat Property

The Richardson Flat property included in the petition is the result of a long planning process and was negotiated with United Park City Mines (UPCM) as part of the Flagstaff Development Agreement in 1999 (Exhibit A). The Flagstaff Development Agreement was the result of an unprecedented negotiation between the City and UPCM that established clear and predictable land use entitlements and restrictions for hundreds of acres in Park City as well as within Summit and Wasatch Counties. Park City's ability to annex the Richardson Flat area was negotiated as part of that approval process.

On May 17, 1994, UPCM filed an application to annex an area—initially referred to as Flagstaff Mountain and now known as Empire Pass—into Park City. After years of negotiations, on June 24, 1999, City Council adopted Ordinance No. 99-30, annexing approximately 1,750 acres into Park City for the development of Flagstaff Mountain (Exhibit B). On the same day, the City Council adopted [Resolution No. 20-99](#), authorizing the Flagstaff Development Agreement between UPCM and Park City.

In Section 3.1 of the Flagstaff Development Agreement, UPCM agreed to annex the Richardson Flat property into Park City (Exhibit A, p. 29). Additionally, UPCM agreed to development restrictions that limit future uses of the Richardson Flat property to golf, equestrian, or other public recreational facilities, or to perpetually deed restrict Richardson Flat to prevent further development. The [Flagstaff Development Agreement](#) was amended in 2007, reiterating the consent to annex the Richardson Flat property into Park City and expanding the option to lease to Park City Municipal 30 acres in the Richardson Flat area for parking and potential recreational uses.

The development-restricted acreage is included in the orange parcels below:



Clark Ranch

Clark Ranch is a 344-acre property in the Quinn's Junction area south of SR 248, bisected by HWY 40. On October 9, 2014, the City Council approved a Real Estate Purchase Contract for the City's purchase of Clark Ranch with Resort Communities Tax open space funds with plans for a conservation easement, with a potential for limited non-open space uses on reserved acreage not to exceed 40 acres. The Clark Ranch property is highlighted in dark green below:



The table below outlines the annexation petition review to date:

October 15, 2021	Park City Municipal filed a petition to annex approximately 1,200 acres in the Southeast Quinn's Junction area
October 18, 2021	The Planning Director determined the proposed annexation is consistent with the Park City General Plan and recommended the City Council accept the annexation petition; the City Council unanimously voted to accept the annexation petition for further review (Staff Report and Exhibits ; Minutes)
October 28, 2021	The City Recorder certified the annexation petition
November 16, 2021	The annexation staff review team met pursuant to LMC § 15-8-5(A) to provide input on the proposed annexation; the team included the Park City School District, the Snyderville Basin Water Reclamation District, the Park City Fire District, Park City Police, Public Utilities, Public Works, Sustainability, Economic Development, Engineering, Transportation, Transit, Parking, Building, Affordable Housing, Special Events, and Planning
November 24, 2021	Certification of the annexation petition opened a protest period. Four protests to the annexation petition were filed by the following entities: Hideout Community Advancement and Development, LLC The Town of Hideout NB 248, LLC Redus Park City, LLC
December 9, 2021	The City Council reviewed the protests and declined to take any action, allowing the petition to proceed (Staff Report ; Minutes , p. 5)
December 23, 2021	Summit County convened a Boundary Commission to hear the Hideout Community Advancement and Development, LLC protest
December 23, 2021	Summit County rejected the Town of Hideout , NB 248, LLC , and Redus Park City, LLC protests

February 14, 2022	The Boundary Commission convened and unanimously denied the Hideout Community Advancement and Development, LLC (HCAD) protest, finding HCAD did not have statutory standing to protest (Exhibit C)
March 7, 2022	The Boundary Commission decision was appealed to the Third District Court; the appeal is ongoing

Review of the annexation petition is scheduled as follows:

- On May 5, 2022, the Staff Review Team is scheduled to finalize their report and recommendation.
- On May 25, 2022, the Planning Commission is tentatively scheduled to conduct a public hearing and forward a recommendation to the City Council.
- On June 16, 2022, the City Council is tentatively scheduled to conduct a public hearing and take action on the annexation petition.

Analysis

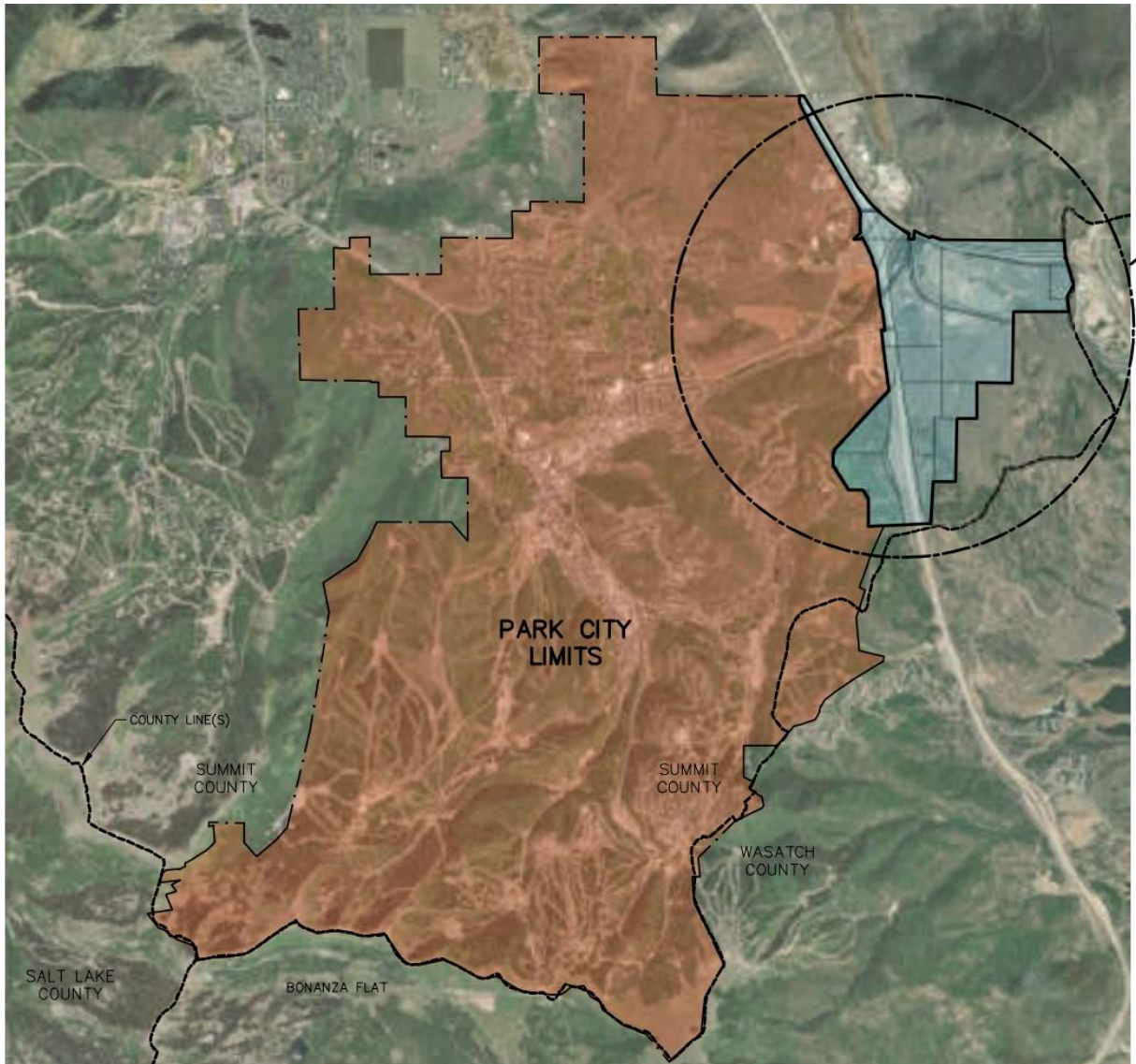
Pursuant to LMC [§ 15-8-5\(B\)](#), the Planning Department prepares a staff report and recommendation for the Planning Commission review of a proposed annexation. The staff report must evaluate fifteen criteria, outlined below. Staff requests the Planning Commission provide input if additional information is needed for the Planning Commission to make a recommendation to City Council regarding the annexation petition.

1. Ability to meet the general annexation requirements stated in Section 15-8-2

LMC [§ 15-8-2](#) requires the evaluation of twelve criteria outlined below:

A. Annexation must be considered a logical extension of City boundaries

The annexation is a logical extension of City boundaries. The image below, taken from the Applicant's submittal, shows the existing City boundary in red, and the proposed annexation in blue:



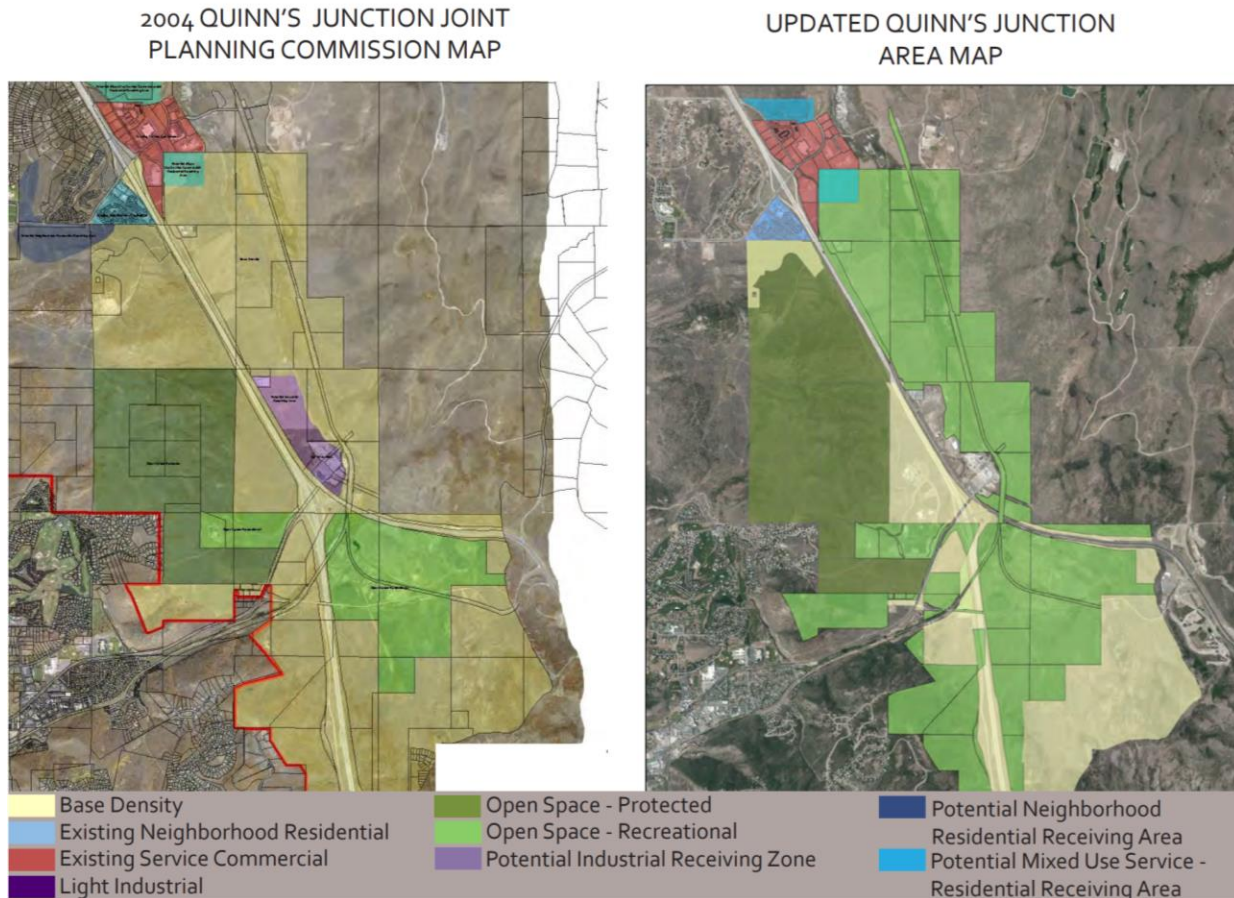
B. Annexation must be consistent with (i) the intent and purpose of Chapter 15-8 and (ii) the Park City General Plan

(i) The Annexation is consistent with the intent and purpose of Chapter 15-8

LMC [§ 15-8-1](#) outlines the purpose of LMC Chapter 15-8, *Annexation*, and includes the following with staff analysis:

- **Protecting the general interests and character of the community**

The General Plan identifies the area proposed for annexation to be preserved primarily as open space:²



The Richardson Flat area is subject to development restrictions for the benefit of the community. Section 3.1 of the Flagstaff Development Agreement, states that the property owner of the Richardson Flat area “unconditionally offers to annex Richardson Flats to the City and, regardless of the annexation to Richardson Flats, to restrict development . . .” Development restrictions, subject to EPA and/or DEQ approval, outline three scenarios including future use for golf, equestrian, and other public recreational opportunities. In ongoing litigation over the Development Agreement, the Third District Court recognized that Park City has a conservation easement limiting development in Richardson Flat. The court also held that the owner was subject to equitable servitude, which can limit the ability to develop the area.

These development restrictions were reiterated in the [2007 Amended and Restated Development Agreement](#), which provided the City with a long-term lease for 30 acres

² [General Plan](#), Volume II, Neighborhoods 3, p. 35

for parking and other recreation uses. The majority of the parking is for City use with the remainder (100 of the 750 spaces) reserved for the property owner for the Montage Hotel and Empire Pass.

The Clark Ranch property is owned by the City and the majority of the 344 acres will be protected open space pursuant to a conservation easement. Forty acres may be designated for non-open space uses, subject to future rezoning for uses beyond those outlined in the Recreation and Open Space Zoning District.

- **Assuring orderly growth and development of the Park City community in terms of utilities and public services**

No development is proposed as part of the annexation petition. Any future development will be subject to the Richardson Flat development restrictions and Recreation and Open Space Zoning unless a future property owner applies to rezone and to amend the conservation easement and the Flagstaff Development Agreement. As a result, no expansion of utilities is proposed at this time. Please see Section F below for public services analysis.

- **Preserving open space, enhancing parks and trails**

The annexation ensures preservation of open space and potential public recreational uses of the Richardson Flat property as intended pursuant to the Flagstaff Development Agreement. The annexation petition brings the City-owned Clark Ranch property into City jurisdiction, protected pursuant to Recreation and Open Space Zoning, with a future conservation easement proposed to further restrict future uses. Expansion of public trails is planned for the area proposed to be annexed.

- **Ensuring environmental quality**

The petition includes the Richardson Flat property, a portion of which is designated the Richardson Flat Tailings Impoundment – Operable Unit 1. According to [the EPA Superfund Site Cleanup Activities Background webpage](#), the responsible parties for Operable Unit 1 must complete remedial actions, there must be restrictions on future land and groundwater use, and a final operations and maintenance plan must be prepared.

The General Plan acknowledges Richardson Flat Operable Unit 1 in the Quinn's Junction Neighborhood and states that Federal law provides that the EPA cleanup plan does not require state and local permitting.³

- **Protecting entry corridors, view sheds, and environmentally Sensitive Lands**

³ [General Plan](#), Volume II, Neighborhoods 3, p. 32

The area proposed for annexation is the east entry corridor for Park City. The proposed Recreation and Open Space Zoning, Entry Corridor Protection Overlay, and Sensitive Land Overlay will protect the view sheds and environmentally Sensitive Lands. Please see Section 6 below.

- **Preserving Historic and cultural resources**

Please see Section 15 below.

- **Creating buffer areas**

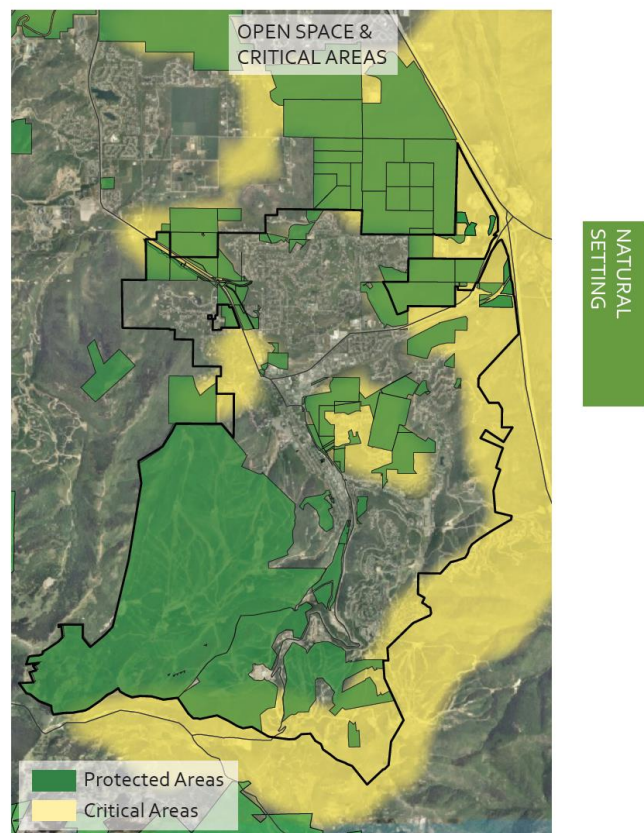
Goal 4 of the General Plan is to conserve a connected, healthy network of open space for continued access to and respect for the natural setting. Objective 4B is to buffer entry corridors from development and protect mountain vistas to enhance the natural setting, quality of life, and visitor experience.

Portions of the area proposed to be annexed are highlighted in the General Plan, shown below, as critical areas, providing opportunities for trail connectivity and wildlife corridors:

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.



- **Protecting public health, safety, and welfare**

The annexation petition is in alignment with long-term City planning outlined in the General Plan, as well as the Flagstaff Development Agreement. Recreation and Open Space Zoning, with Entry Corridor Protection and Sensitive Land Overlays, ensures the environmentally sensitive area and important eastern entry corridor to Park City are protected. Additionally, acreage long envisioned as open space for the benefit of the community will be further protected.

- **Ensuring that annexations are approved consistent with the Park City General Plan and Utah State law**

LMC [Chapter 15-8](#) *Annexations* was adopted to align with Utah Code [Section 10-2-401](#) et seq. Please see the analysis pursuant to LMC Chapter 15-8 herein.

(ii) The Annexation is consistent with the Park City General Plan

The Park City General Plan City Implementation Strategy for Goal 1 to protect undeveloped lands, discourage sprawl, and direct growth inward, is to annex additional land to shape growth reflective of the City's goals for land use surrounding Park City, in part to protect gateways to the City.⁴ The General Plan identifies the area proposed for annexation to be preserved primarily as open space.⁵ The General Plan also references the Quinn's Junction Joint Planning Commission Principles, developed between Park City and Summit County to create a shared land use plan for future development of the Quinn's Junction area based on commonalities in the Snyderville Basin and Park City General Plans.⁶

Preserving open space and recreation uses, protecting wildlife corridors, view corridors, and sensitive lands with low-impact recreational activities are priorities for this area, outlined in [General Plan Volume II, Neighborhoods 3, p. 31 - 36](#). The annexation petition is aligned with these goals.

C. Annexation must include the greatest amount of property possible that is contiguous to the City's boundaries

The annexation petition includes the greatest amount of property possible that is contiguous to the City's boundaries, without impeding the Town of Hideout's attempted annexation. Please see Section K below.

D. Piecemeal annexation is discouraged if larger parcels are available for annexation within a reasonable timeframe

⁴ [General Plan](#), Volume I, Small Town, p. 6

⁵ [General Plan](#), Volume I, Small Town, p. 15 - 17

⁶ [General Plan](#), Volume II, Neighborhoods 3, p. 31 – 36

The annexation petition includes acreage subject to the development restrictions outlined in the Flagstaff Development Agreement and the City-owned Clark Ranch property. At this time, there are no petitions to annex any additional property in the Southeast Quinn's Junction area into Park City.

E. Islands of county jurisdiction shall not be left or created as a result of the annexation and peninsulas and irregular boundaries shall be avoided

The annexation petition does not create islands, peninsulas, or irregular boundaries.

F. In addition to services provided by existing districts such as sewer, fire protection, and public schools, the following urban level services consistent with those normally provided in the rest of the incorporated boundaries will be provided to the annexed area:

The area proposed to be annexed into the City is already in the Park City School District, Park City Fire District, and Snyderville Basin Water Reclamation District. Regarding City services:

Police protection	No development is proposed in the annexation area. Park City Police already patrols the Richardson Flat parking lot. The City has cameras installed in the Richardson Flat parking lot for public safety, and in coordination with the Summit County Sheriff, the Park City Police conduct patrols periodically to ensure there is no damage taking place. Increased Police protection may be warranted upon annexation and the staff review team will provide a recommendation in the May 25 meeting regarding a potential need to increase the budget to support Park City Police responses to the annexed area.
Snow removal on public streets, subject to the standard City snow removal policies	UDOT provides snow removal for HYW 40 and SR 248 and will continue to provide snow removal if the area is annexed into the City. Richardson Flat Road is the only local road in the annexation petition. In 2019, Summit County and Park City entered into an agreement regarding snow removal of Richardson Flat Road. The agreement states that “[a]t the time Park City Municipal Corporation annexes the properties east of US-40 shown on their Annexation Declaration Area, this Agreement will terminate.”

	Upon annexation, the City will provide snow removal service to Richardson Flat Road. City plowing efforts will connect, or overlap Summit County Public Works snow removal, providing a seamless transition between the respected service providers. The staff review team will provide information regarding the estimated cost for snow removal in the May 25 meeting.
Street maintenance	Pavement maintenance for Richardson Flat Road will be incorporated into Park City's Pavement Management Program and will receive pavement treatments as needed to preserve the overall pavement quality, following the proposed annexation. The staff review team will provide information regarding the estimated cost for street maintenance in the May 25 meeting.
Planning, zoning, and Code Enforcement	No development is proposed within the annexation area. If development is proposed subject to the Flagstaff Development Agreement and Recreation and Open Space and Overlay Zoning in the future, the Planning Department will provide land use review services, and the Building Department will provide building permit review and Code Enforcement services.
Municipal-sponsored parks and recreational activities and cultural events and facilities	Subject to the Flagstaff Development Agreement and the City's 99-year lease of 30 acres in the Richardson Flat area, recreational facilities and trails are potential future land uses in this area.
Water services as the area is developed	If the City Council approves the annexation, the area will be automatically annexed into the City's water service area. Currently there is no water service east of HWY 40. No development is proposed within the annexation area. If future development is proposed, water services will be extended at the time of development.

G. Water and sewer lines shall be extended if feasible and practical. Expenses are the responsibility of the applicant.

The property proposed to be annexed will automatically be annexed into the City's water service area. The area proposed to be annexed is already within the boundary of the Snyderville Basin Water Reclamation District. No development is proposed within the annexation area. If future development is proposed, water and sewer infrastructure and services will be extended at the time of development.

H. Consideration of whether the area will create negative impacts on the City and whether the City can economically provide services to the annexed areas.

Other than the existing environmental/soil repository, parking, and allowed recreation uses, no development is proposed in the annexation area. The recommended zoning is Recreation and Open Space. The Richardson Flat property may be developed at a future date to include public recreation facilities. The majority of the Clark Ranch property will be protected subject to a conservation easement, with the possibility of non-recreational uses on no more than 40 acres. As a result, the cost of increased services is minimal. Staff will provide more information in the May 25 meeting.

I. Situations may exist where it is in the public interest to preserve certain lands from development where there exist Geologic Hazards, excessive slopes, flood plains, or where the need for preservation of community open space and/or agricultural lands is consistent with the General Plan. In such circumstances, annexations may occur as a means of retaining those lands in a natural state.

The proposed annexation preserves community open space consistent with the General Plan.

J. The City shall consider annexation of unincorporated areas of Summit County that are within the Annexation Expansion Area.

Park City's Annexation Expansion Area designates areas the City may consider annexing. The area proposed for annexation is within the City's Annexation Expansion Area, codified in LMC [§ 15-8-7](#).

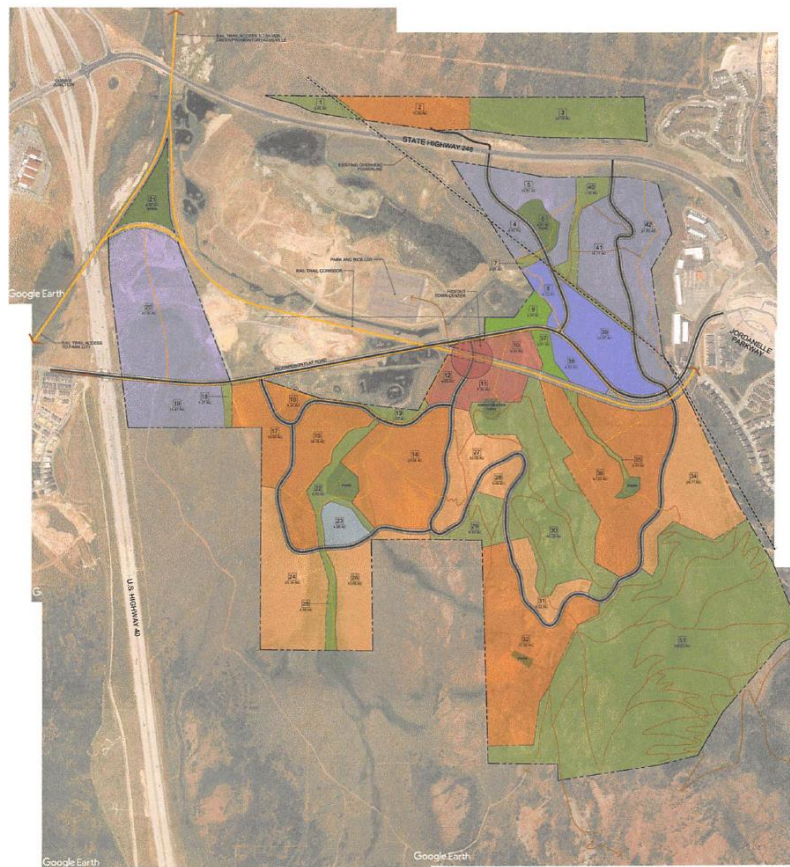
K. In general, the City does not favor annexation of territory that should be located within another municipality, nor does it favor the annexation of unincorporated territory for the purposes of acquiring municipal revenues or for diminishing the capacity of another municipality to annex.

The long-envisioned annexation of the proposed area is not being done for the purpose of acquiring municipal revenues or to diminish the capacity of another municipality to

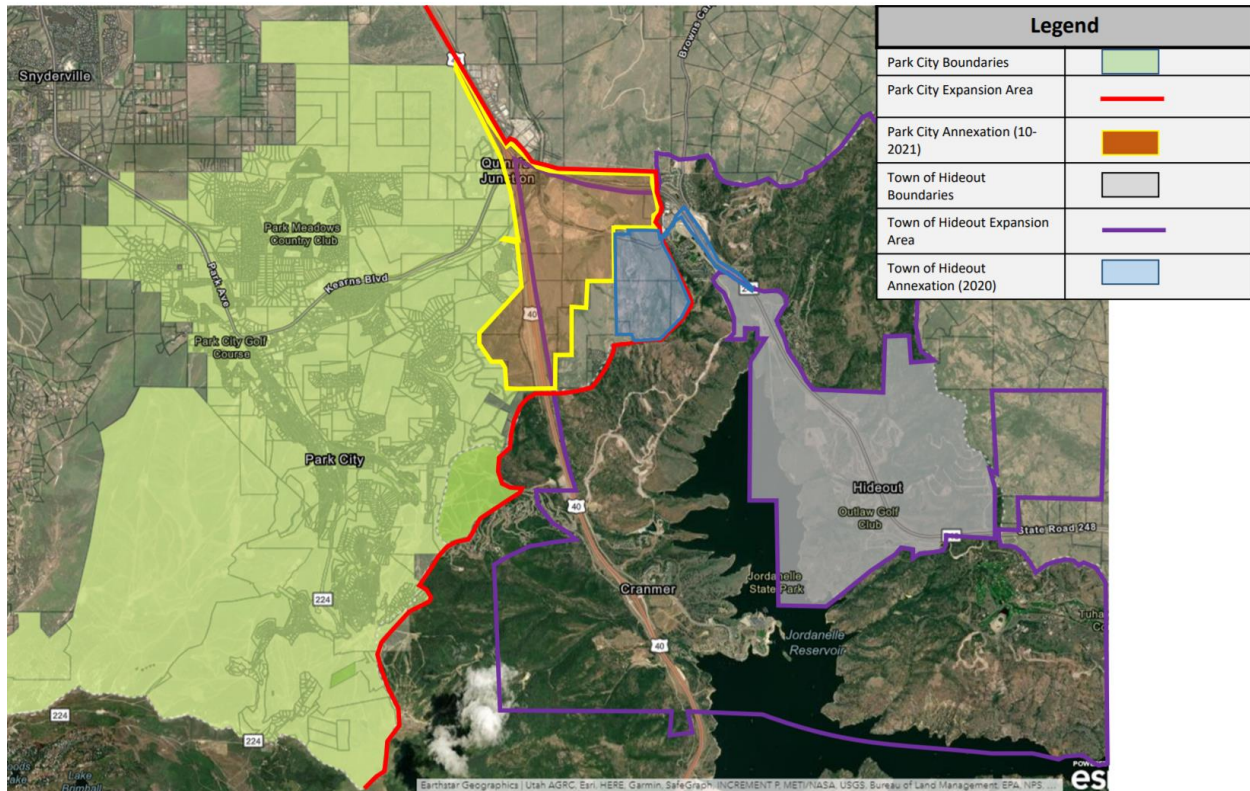
annex. The proposed area is made up primarily of City-owned property and property that Park City negotiated development restrictions on over twenty years ago. Located adjacent to Park City's eastern boundary, this property naturally fits within Park City and existing Districts. The General Plan and Annexation Expansion Area contemplate annexation of this area.

In 2020, the Town of Hideout attempted to annex property in the Southeast Quinn's Junction area. The annexation did not include property covered by the 1999 Flagstaff Development Agreement. The City's proposed annexation does not overlap with or include any property that was part of Hideout's failed annexation. Hideout's 2020 annexation was determined by the Fourth District Court to be *void ab initio* (Ruling and Order at 5, *Summit County v. Town of Hideout*, No. 200500107 (Dec. 29, 2021)).

The City's annexation petition does include some property covered by Hideout's initially proposed annexation. The image below is taken from Hideout's July 14, 2020 pre-annexation agreement with Nate Brockbank and includes some of the Richardson Flat property, excluding Operable Unit 1:



However, Hideout's annexation petition was eventually scaled back and the map below, taken from Hideout's protest to Park City's annexation, shows Hideout's attempted 2020 annexation. That annexation proposal excluded the Richardson Flat and Clark Ranch properties and covered 350 acres (shown in blue). The configuration was unprecedented because it was not contiguous to the town and was just connected to Hideout by a narrow corridor along S.R. 248:



L. Annexations that expand the resort and/or tourist economy, provide second home or rental residential properties, preserve environmentally sensitive lands, and provide significant public open space and/or community facilities are preferred.

The proposed annexation preserves environmentally sensitive lands, provides significant public open space and the potential for community recreation facilities, and protects the City's important east entry corridor.

2. Accurate map of the proposed annexation

Please see pages 25 – 35 of [the annexation petition](#).

3. Current and potential population of the area and current residential densities

The area included in the annexation petition has no population and no residential density. The area is proposed to be zoned Recreation and Open Space. LMC [§ 15-7.2-2](#) outlines Recreation and Open Space Zoning District Uses; residential uses are prohibited.

The development-restricted property in the Richardson Flat area may be developed for recreation purposes subject to Recreation and Open Space Zoning and the Flagstaff Development Agreement at a future date. The Clark Ranch property was purchased with Resort Communities Tax open space funds with plans for a conservation easement. There is potential for limited non-open space uses on reserved acreage not to exceed 40 acres. However, at this time, no residential development is proposed for Clark Ranch, and any future development will require a rezone, with an opportunity for public input, Planning Commission review and recommendation, and City Council action.

4. Land uses presently existing and those proposed

Much of the acreage proposed to be annexed is undeveloped open space, other than the Richardson Flat parking lot. In 2010, the then-property owner of the Richardson Flat property, United Park City Mines, and Park City Municipal Corporation, entered into a ground lease pursuant to the [2007 Amended and Restated Development Agreement](#). The ground lease allows Park City use of the Richardson Flat parking lot for 99 years, with an option for renewal of another 99-year term. The City has the option to construct ballfields or similar recreational spaces on the 30-acre parcel. (Exhibit E).

5. Character and development of adjacent properties and neighborhoods

Quinn's Junction Neighborhood

The Richardson Flat area of the proposed annexation is in the Quinn's Junction Neighborhood of the General Plan. This neighborhood includes the Film Studio, the Round Valley open space, the Park City Medical Campus, the National Ability Center, the Park City Ice Arena and Sports Center, Park City Quinn's Sports Fields, the U.S. Ski Association Training Center, and the Park City Heights residential development.

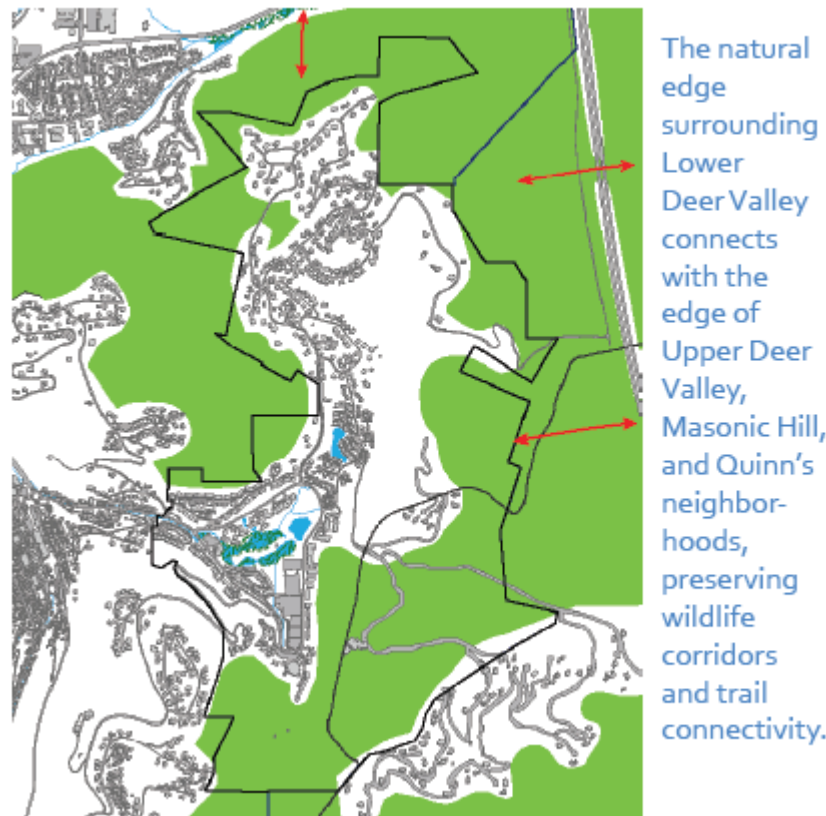
The Quinn's Junction Joint Planning Principles outlined in the General Plan, created in collaboration with Summit County, outline development densities and land use and development patterns envisioned for the area. These Principles identify preservation of substantial open space corridor through the area, with Recreation and Open Space as the future use in the Richardson Flat area, consistent with the 1999 Flagstaff Development.⁷

⁷ [General Plan](#), Volume II, Neighborhood 3, p. 26 – 40

Lower Deer Valley

The Clark Ranch area of the proposed annexation is in the Lower Deer Valley Neighborhood of the General Plan, near the Morning Star Estates Subdivision.

The General Plan identifies secondary wildlife crossing within the Clark Ranch property. The General Plan also identifies “a soft edge shared by recreation enthusiasts and wildlife” with the natural edge surrounding the area:



8

Annexation of City-owned Clark Ranch will allow for expansion of public trail connectivity in the area within City jurisdiction.

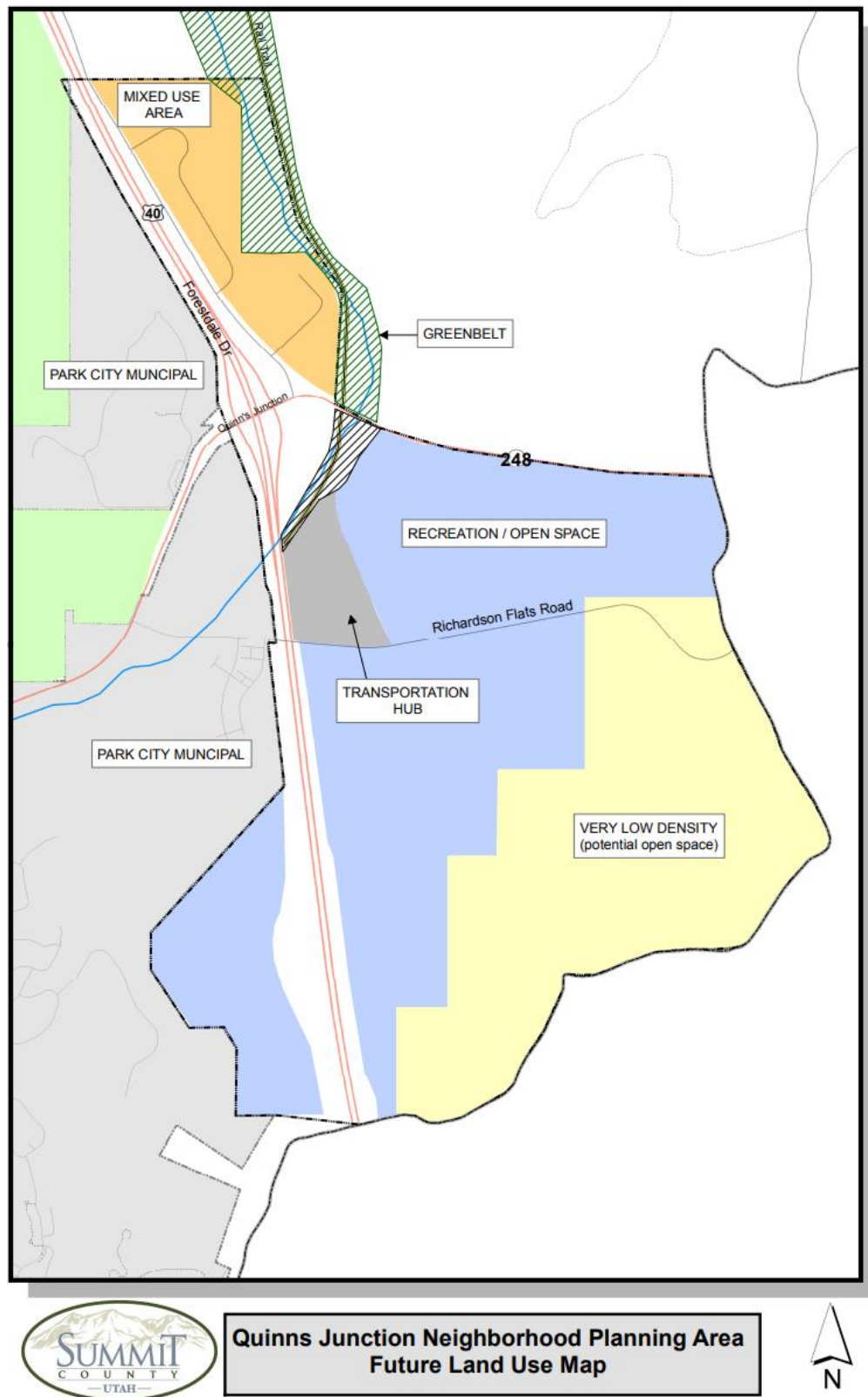
6. Present zoning and proposed zoning

Present Zoning in Unincorporated Summit County is Low Density

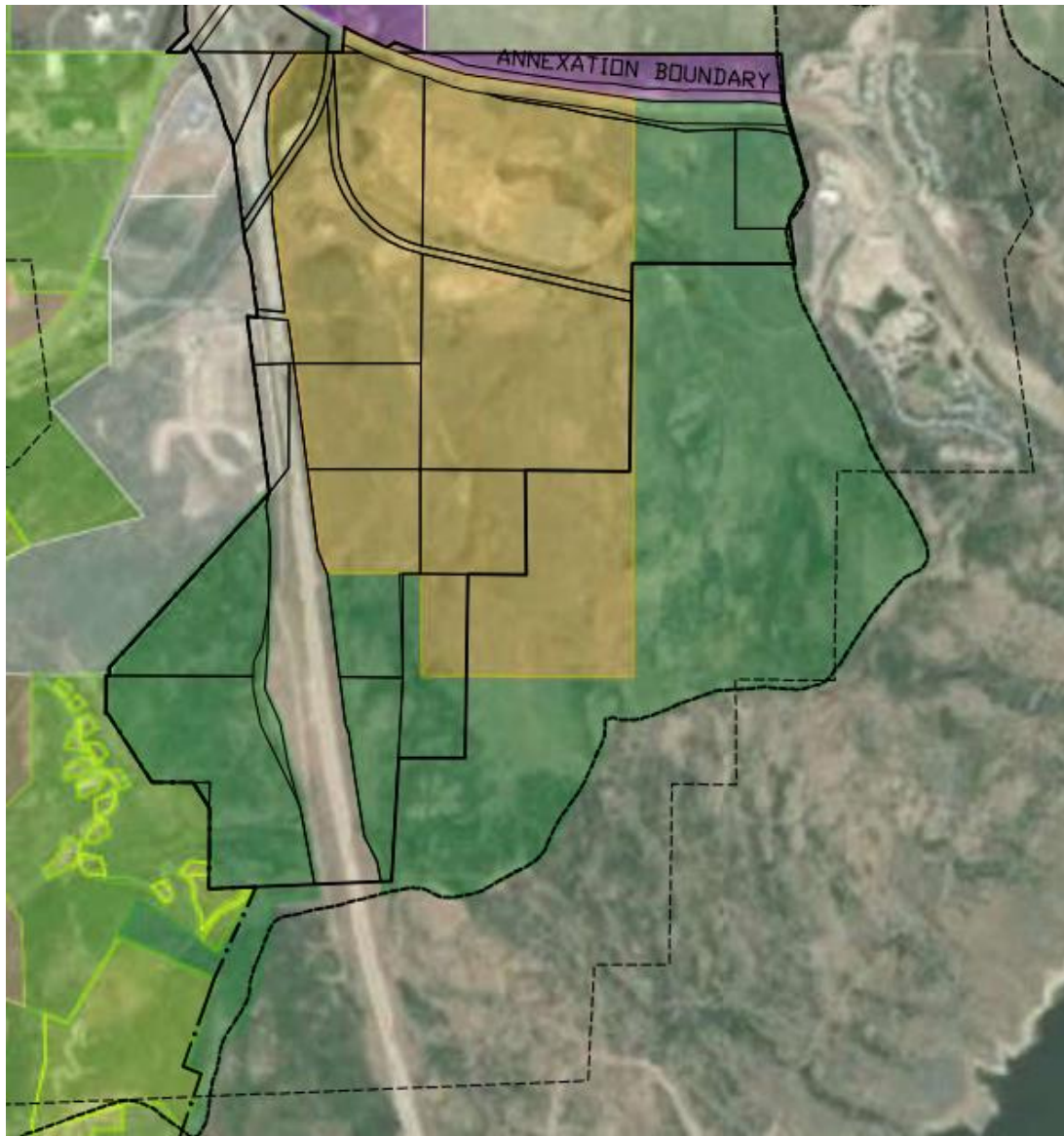
The area proposed to be annexed is in the Snyderville Basin area of unincorporated Summit County. The [Snyderville Basin General Plan](#) (p. 74) Quinn's Junction Neighborhood Planning Area Future Land Use Map indicates this area is designated for

⁸ [General Plan](#), Volume II, Neighborhoods 3, p. 2

recreation and open space and very low density, with a possible transportation hub:



The Summit County zoning for the Quinn's Junction area reflects the Snyderville Basin General Plan. The area proposed to be annexed shows the Summit County zoning below, which includes Rural Residential in orange, Hillside Stewardship in purple, and Mountain Remote in green:



According to the Summit County Snyderville Basin Development Code [§ 10-2-4](#), the intent of the Rural Residential Zone is to allow existing residential uses to remain, to allow the construction of new single-family dwellings to be constructed upon legally platted lots, to allow expansion of such uses in accordance with limitations and regulations defined in the low impact permit process, and to permit residential uses to be developed in accordance with the specific provisions of such previously approved agreements. Allowed density is one unit per 20 acres, or one unit per 40 acres on sensitive lands. There are no existing residential uses in the proposed petition and no future residential uses outlined in approved agreements.

According to the Summit County Snyderville Basin Development Code [§ 10-2-5](#), the intent of the Hillside Stewardship Zone is to identify lands in reasonable proximity to community infrastructure and services with slopes between 15 and 25%, which are more susceptible to erosion, where development may negatively affect water quality, and the area may be subject to increased wildland fire hazards. Areas may be identified and considered important viewsheds where development should be limited to minimize visual impacts. Allowed density is one unit per 30 acres, or one unit per 40 acres on critical lands, which are defined as having slopes of 30% or greater, areas within a 100-year floodplain, wetlands, avalanche zones, geologic hazards, and ridgelines.⁹

According to the Summit County Snyderville Basin Development Code [§ 10-2-6](#), the intent of the Mountain Remote Zone is to identify lands that because of their location, accessibility, terrain, or other similar features, are not easily serviced by local service providers. Development is limited to minimize disturbance to the natural environment, lessen the fire danger, protect water supplies, protect wildlife, protect natural resources and viewsheds, and protect and promote the open space values of the Snyderville Basin. Allowed density is one unit per 120 acres.

The area north of Richardson Flat is in Eastern Summit County and is zoned Agriculture-80. The Eastern Summit County Development Code [§ 11-3-7](#) states the base density for this agricultural zone is one unit per 80 acres

The Proposed Zoning is Recreation and Open Space, with Overlays to Protect the City's Eastern Entry Corridor and Sensitive Lands

The Quinn's Junction Joint Planning Commission Principles outlined in the General Plan identify Recreation and Open Space as the encouraged use in the Richardson Flat area, subject to the 1999 Flagstaff Development Agreement, with potential golf course, active recreation, equestrian, and preservation open space uses.¹⁰ The recommended development patterns include preserving open space and applying Sensitive Land standards for all development design. As a result, the proposed zoning is Recreation and Open Space with the Entry Corridor Protection and Sensitive Land Overlays.

The proposed Zoning District for the annexed area is Recreation and Open Space. LMC [§ 15-2.7-2](#) outlines the following uses:

ALLOWED:

- Conservation Activity
- Food Truck Locations, subject to Planning Director approval

ADMINISTRATIVE CONDITIONAL USES:

- Trail and Trailhead Improvement
- Outdoor Recreation Equipment
- Essential Municipal Public Utility Use, Service, or Structure less than 600 sq. ft.

⁹ Summit County Snyderville Basin Development Code [§ 10-11-1](#).

¹⁰ [General Plan](#), Volume II, Neighborhoods 3, p. 35

- Accessory Building, less than 600 sq. ft.
- Ski-related Accessory Building, less than 600 sq. ft.
- Parking Area or Structure with four or fewer spaces
- Outdoor Event, Outdoor Music
- Temporary Construction Improvement
- Raising, grazing of horses
- Raising, grazing of livestock
- Anemometer and Anemometer Towers

CONDITIONAL USES:

- Agriculture
- Recreational Outdoor and Trail Lighting
- Recreation Facility, Private
- Recreation Facility, Public
- Recreation Facility, Commercial
- Golf Course
- Passenger Tramway Station and Ski Base Facility
- Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge
- Recreational Sports Field
- Skating Rink
- Skateboard Park
- Public and Quasi-Public Institution, Church, and School, Park, Plaza, Structure for Public Assembly, greater than 600 sq. ft.
- Essential Municipal Public Utility Use, Facility Service, and Structure, greater than 600 sq. ft.
- Ski-Related Accessory Building, greater than 600 sq. ft.
- Child Care Center
- Commercial Stable, Riding Academy
- Vehicle Control Gates
- Resort Support, Commercial
- Cemetery
- Parking Area or Structure with five or more spaces
- Telecommunications Antenna
- Mines and Mine Exploration
- Plant and Nursery stock product and sales
- Fences greater than six feet in height
- Small Wind Energy Systems

Staff Recommends the Proposed Annexed Area be within the Entry Corridor Protection Overlay

Community Planning Strategy 4.6 of the General Plan is to:

Identify important view corridors and natural buffers that are high priority

for protection and enhancement, including the community's entryways and highway corridors. Ensure protection of the identified community assets.¹¹

The annexation petition includes property that serves as the eastern entry corridor to Park City. Currently, property east of Wyatt Earp Way along S.R. 248 in the City boundary is within the Entry Corridor Protection Overlay (ECPO). LMC [§ 15-2.20-5\(A\)](#) outlines the intent of the ECPO, which is to maintain the visual character of Park City as a mountain community with sweeping, attractive vistas, and to protect the entry corridors into Park City. LMC [§ 15-2.20-5\(C\)](#) states that upon submission of an annexation petition, the Planning Department identifies relevant entry corridors for designation by the City Council, maintaining open vistas and meadows to the maximum extent feasible.

The ECPO requires minimal access points and driveways, a setback of at least 100 feet from the right-of-way, varied building setback requirements to prevent a walled effect, required parking at the rear or sides of buildings, earthen berms and earthwork screening to permit views of primary uses on the site from the adjacent entry corridor roadway, certain fencing regulations, limits to building height, trail and sidewalk infrastructure, landscaping and vegetation protection, and additional trailhead parking and public park regulations.¹²

Staff recommends the ECPO be extended along S.R. 248 to the Summit-Wasatch County border.

Staff Recommends the Proposed Annexed Area be within the Sensitive Land Overlay

LMC [§ 15-2.21-1](#) outlines the purpose of the Sensitive Land Overlay:

- Require dedicated Open Space in aesthetically and environmentally sensitive areas
- Encourage preservation of large expanses of Open Space and wildlife habitat
- Cluster development while allowing a reasonable use of property
- Prohibit development on Ridge Line Areas, Steep Slopes, and wetlands
- Protect and preserve environmentally sensitive land

The Sensitive Land Overlay regulates development proposed near steep slopes, ridge lines, wetlands, and wildlife and wildlife habitat. Areas proposed for development within the Sensitive Land Overlay must submit a sensitive lands analysis. Planning staff prepares a report for the Applicant and Planning Commission to identify areas suitable for development.¹³

¹¹ [General Plan](#), Volume I, Natural Setting VI, p. 6

¹² LMC [§ 15-2.20-5](#).

¹³ LMC [§ 15-2.21-2](#).

The Applicant's [annexation petition](#) (p. 29 – 31) includes slope analysis and geologic features, flood hazard zones, wetlands, and streams, and wildlife habitat, and should therefore be included within the Sensitive Land Overlay. Additionally, the General Plan identifies priority wildlife crossings and wildlife corridors in the area.

Staff Recommends Expanding the Vantage Points in the Sensitive Land Overlay

Projects proposed to be developed in the Sensitive Land Overlay require analysis to identify impacts to designated entry corridors and vantage points.¹⁴ To ensure future proposals are fully evaluated in a manner that protects the City's eastern entry corridor, staff recommends the Vantage Points be extended to include the following:

- The Roundabout at the Park City Hospital, 900 Round Valley Drive
- The intersection of the Rail Trail and SR 248
- The intersection of the Rail Trail and HWY 40
- The Intersection of Richardson Flat Road and HWY 40

7. Statement as to how the proposed area or its potential land use contributes to the achievement of the goals and policies of the Park City General Plan

The Applicant's [annexation petition](#) (p. 21) states the following:

No change in current land use is proposed during the annexation of the property into Park City Municipal boundaries. The existing Richardson Flats parking lot is adjacent to a recommended Transportation Hub use. The petition is consistent with the Snyderville Basin General Plan as provided in the appendices. The Park City General Plan does not discuss the specific area included within this annexation; however, preservation of the natural landscapes considered for the parcels reflects the natural setting strategy outlined within the document. The petition has included the previous Quinn's Junction Joint Planning documents are referenced in the appendices.

8. Assessed valuation of the current properties

Please see the Applicant's [annexation petition](#) p. 22 – 24. The staff review team will present further analysis on May 25.

9. Potential demand for various municipal services and the need for land use regulation

Please see Section F above.

¹⁴ LMC [§ 15-2.21-3\(A\)\(4\)](#).

10. The effect the annexation will have upon City boundaries and whether the annexation will ultimately create potential for future islands, undesirable boundaries, and difficult service areas

Please see Section E above.

11. Timetable for extending services to the area and how these services will be financed

Please see Section (1)(F) above.

12. Potential revenue versus service costs

Please see Section H above.

13. An estimate of the tax consequences to residents of the area to be annexed

There are no residents in the area proposed to be annexed.

According to the Applicant's annexation petition (p. 22):

- Approximately half of the parcels proposed to be annexed are owned by governmental agencies, including the Department of the Interior, Park City Municipal Corporation, UDOT, and Summit County and are exempt from property tax
- Properties subject to taxes will no longer pay into the Municipal Type Service Area for Summit County

Please see p. 22 – 25 of the [annexation petition](#) for more information. A full analysis will be presented by the staff review team in the staff report for the May 25 meeting.

14. Recommendations or comments of other local government jurisdictions regarding the annexation proposal and potential impact of the annexation on general county economic needs, goals, or objectives

Please see LMC [§ 15-8-8](#) to view the statement from affected entities regarding the City's Annexation Expansion Area.

15. Location and description of any historic or cultural resources

According to the Applicant's [annexation petition](#) (p. 17), the Utah Division of State History indicates the following:

- Of the 1,236 acres included in the annexation, only 280 acres have been surveyed for cultural resources
 - There are five known archaeological sites within the survey: one railroad, one highway (US 40), one ditch, one historic trash dump, and one unknown historic site
- There is high potential for additional sites that have not been surveyed due to the area's density of mining and other historic activities
- There is one prehistoric Native American site just inside the current Park City boundary, so there is potential for additional Native American sites within the annexation area

The Utah Division of State History protects the location of historic and cultural resources. If any area is to be developed subject to Recreation and Open Space Zoning and existing development restrictions at a future date, LMC [§ 15-6-5\(L\)](#) requires Master Planned Development applicants to include a map and list of all known Physical Mine Hazards, which includes any shaft, adit, tunnel, portal, building, improvement, or other opening or structure related to mining activity, as well as a Physical Mine Hazard mitigation plan, and LMC [§ 15-6-5\(O\)](#) requires Master Planned Development Applicants to submit a map and inventory of Historic Structures and Sites on the Property, prepared by a Qualified Historic Preservation Professional.

Department Review

The Annexation Staff Review Team, Planning, Engineering, and Legal Departments reviewed this application.

Public Input

Four entities protested the Southeast Quinn's Junction Annexation. Links to their protests are provided in the Background Section of this report. No other public input was received when this report was published.

Exhibits

Exhibit A: 1999 Flagstaff Development Agreement

Exhibit B: Ordinance No. 99-30

Exhibit C: Boundary Commission Determination

Exhibit D: Ground Lease between UPCM and PCMC

Recorded this ____ day of
_____, 1999
at Book #____ Page #_____.

ORIGINAL

**Fee Exempt per Utah Code
Annotated 1953 21-7-2**

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

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

00544835 Bk01276 Pg00485-00575
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 26 10:36 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 24th day of June, 1999, 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; and
- F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER has 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; and
- G. WHEREAS, the Parties intend to enter into this 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 into the City.

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, consisting 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

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.

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 84 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration more fully described herein.
- 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

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² 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.

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 sixty-five percent (65%) 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:
 - 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

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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.

- 1.14.8 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
- 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.

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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.

- 1.17 **“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 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:

- 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;

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

- 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:

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- 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 84 acres.
- 2.2.1.3. **Maximum Density.** The maximum density within the Mountain Village is 705 Unit Equivalents configured in no more than 470 residential 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 65% 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 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

⁶ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

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. 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

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

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. 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

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.

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

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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.

¹⁰ As well as summertime visual impacts.

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 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

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shall have no public road access and no day skier parking, must have adequate emergency vehicle access, and shall have only limited parking to meet service and administrative requirements. 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 Small Scale MPD phase, with emergency access only, and no private vehicular access or parking. The size of the private restaurant shall be determined at Small Scale MPD review and shall not exceed 7000 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.

¹¹ Beano's is a 7000 square foot private restaurant. This reference to a Beano's-style restaurant is not intended to predetermine the Planning Commission's decision regarding the maximum allowable size of such a restaurant.

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.
- 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

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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

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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 **Gondola.** If approved by the City, DEVELOPER shall construct a gondola from a location in or near Old Town to a terminus in the Mountain Village. DEVELOPER shall submit to the City a complete written description comparing the development scenarios for Flagstaff Mountain with the construction of a gondola and without the construction of a gondola. The City agrees to work expeditiously through the public process with respect to making a final decision regarding the construction of a gondola as set forth in this Section.

2.9.3 **No Gondola Alternative.** If the City determines that the construction of a gondola is not feasible or in the public interest, then: a) 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, and b) pursuant to an approved Specific Transit Plan or a Parking Management Plan, and in addition to all other commitments herein, DEVELOPER shall expend an additional \$1,000,000 (\$2,000,000 total) for traffic mitigation beneficial to the Project. If DEVELOPER is required to expend \$1,000,000 for traffic mitigation directly related to the Project, then such traffic mitigation expenses and the timing thereof shall be set forth in the Specific Transit Plan.

2.9.4 **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.

2.9.5 **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.

2.9.6 **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.

2.9.7 **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 Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike

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

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.

2.9.8 **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.

2.9.9 **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.

2.9.10 **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.

2.9.11 **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.

2.9.12 **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 conversation 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.

2.9.13 **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)

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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 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:

2.10.2.1 **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.

2.10.2.2 **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

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.

improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

2.10.2.3 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.

2.10.2.4 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.

2.10.2.5 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.

2.10.2.6 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.

2.10.2.7 Drainage Improvements. DEVELOPER shall improve drainage to S.R. 224 as described on

Exhibit M attached hereto.

2.10.2.8 **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.

2.10.3 **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:

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

2.10.3.2 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.

2.10.3.3 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.

2.10.3.4 Dust and soils monitoring and containment, along with

¹⁶ Developer shall stockpile all earthen material on site.

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

2.10.3.5 Temporary public access trails throughout construction.

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

2.10.4 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 10% of the residential and 20% of the commercial Unit Equivalents approved by the City for the Project. A minimum of 25% of the affordable housing obligation shall be located on-site within the Project, unless otherwise directed by the Housing Authority. 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 units as directed by the Housing Authority. The employee/affordable housing will be phased with the Project. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

2.10.4.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.2 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

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2.10.4.3 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

2.10.4.4 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

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

2.10.5 5-Year Irrevocable Offer to Annex the 20-Acre Quinn's

Junction Parcel. For the next five years, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

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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

- 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 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

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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.

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

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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.
- 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

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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 Company
P.O. Box 1450
Park City, UT 84060

Copy to:

Craig B. Terry
Parsons Behle and Latimer
P.O. Box 45898
Salt Lake City, Utah 84145-0898

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

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Copy to:
Wendy A. Faber
General Counsel
Royal Street Corporation
7620 Royal Street East, Suite 205
P.O. Box 3179
Park City, Utah 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 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

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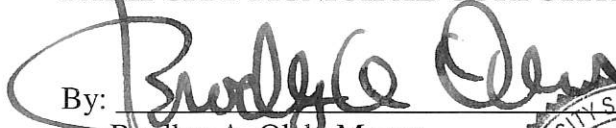
- Exhibit L Map of Sandridge Parking Lots and Sandridge Heights parcels
- Exhibit M Road and Intersection Improvements Detail
- Exhibit N Runaway Truck Lane
- Exhibit O Bonanza Flats golf course and ski improvements
- Exhibit P Zoning Map for Flagstaff Mountain

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 as of the 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

By: 
Bradley A. Olsen, Mayor

ATTEST: City Clerk

By: 
Janet Scott, City Recorder



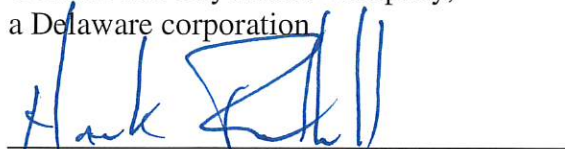
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APPROVED AS TO FORM:


Jodi Hoffman, City Attorney

DEVELOPER:

United Park City Mines Company,
a Delaware corporation


By: Hank Rothwell
Title: President

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Hank Rothwell**, personally known to me to be the President of United Park City Mines Co., 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 Park City, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

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

By: 
Robert Wells, Vice President

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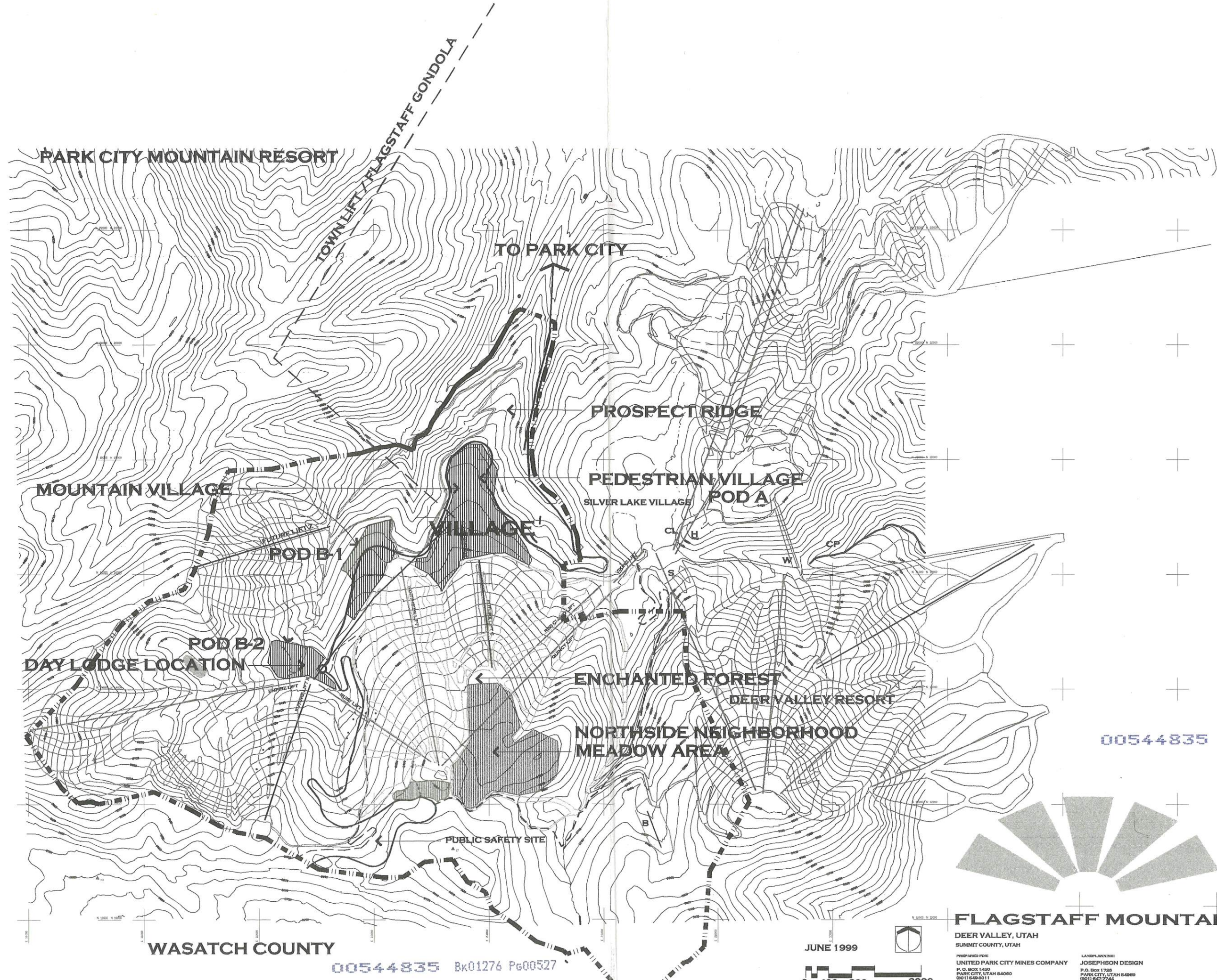
STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, 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.



Thomas L. O'Finnegan
Notary Public, State of Utah
Residing in Park City, Utah

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FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary 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 :

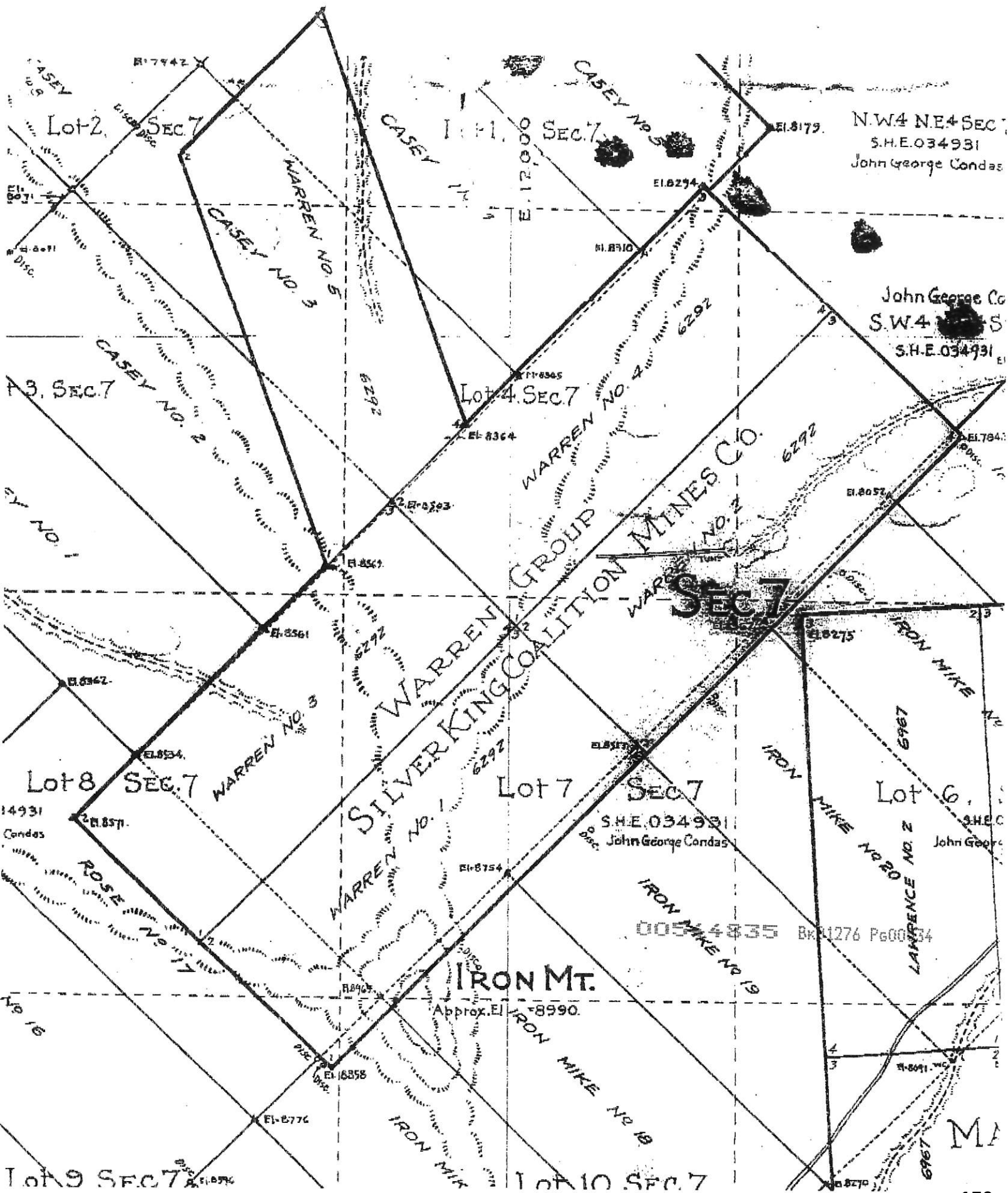
North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" 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 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 116.20 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

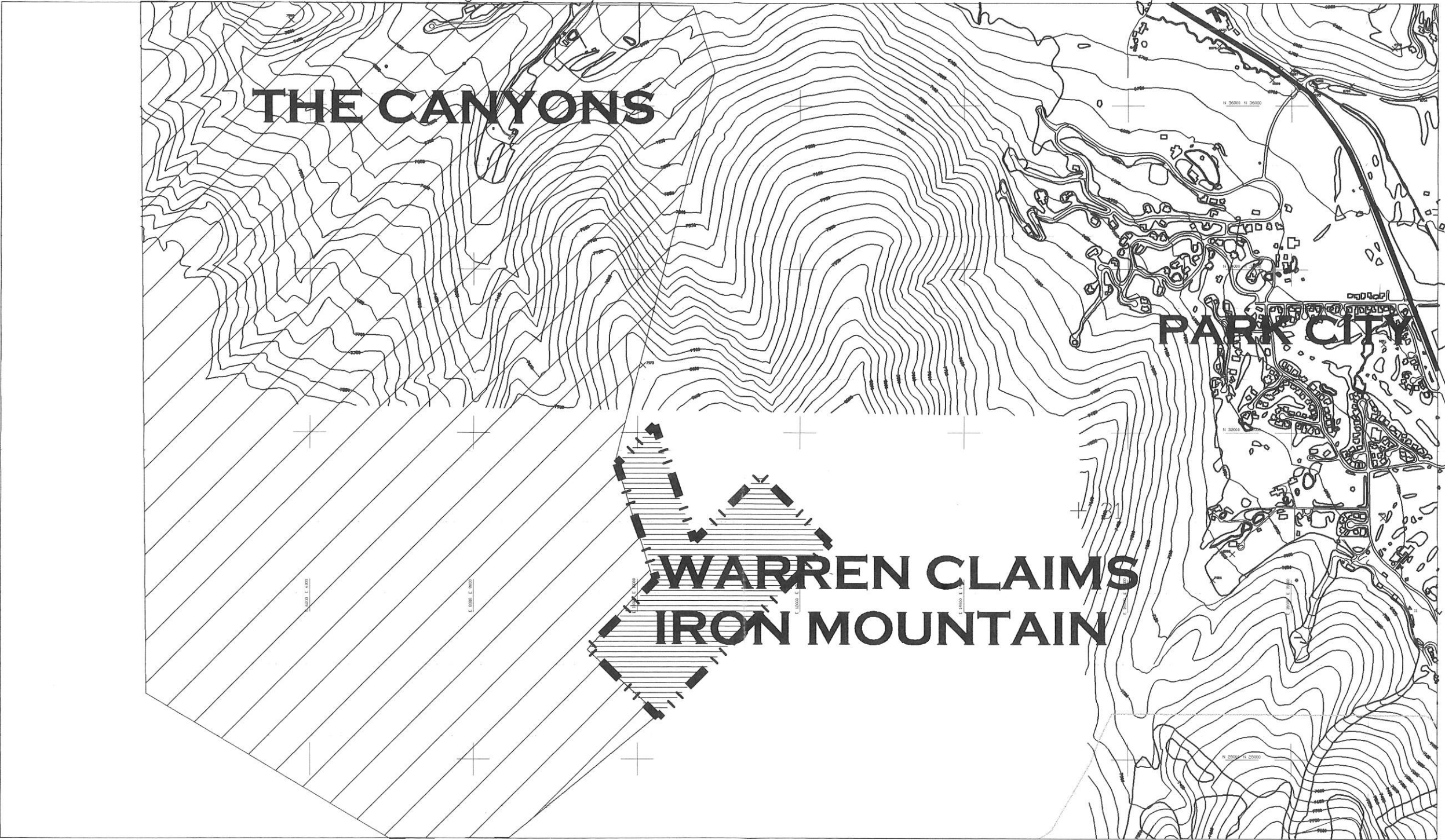
boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; 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°30'00" 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 southeastern 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 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 69.10 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 feet; 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 $59^{\circ}43'30''$ West 1,074.55 feet to County Line Point 2338; thence North $79^{\circ}07'30''$ West 494.73 feet to County Line Point 80; thence North $70^{\circ}28'30''$ West 339.90 feet to County Line Point 81; thence North $60^{\circ}14'30''$ West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North $64^{\circ}07'00''$ West 727.60 feet to County Line Point 83; thence South $77^{\circ}44'00''$ West 966.80 feet to County Line Point 85; thence North $77^{\circ}28'00''$ West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South $85^{\circ}36'00''$ West 219.10 feet to County Line Point 86; thence North $46^{\circ}44'00''$ West 384.70 feet to County Line Point 87; thence North $34^{\circ}37'00''$ 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.

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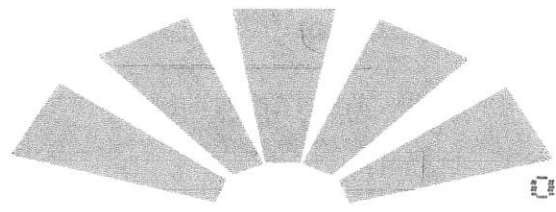
Exhibit B





00544835 Bk01276 Pg00532

APRIL 1999



00544835 Bk01276 Pg00533

IRON MOUNTAIN PARCEL

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84302
(801) 548-6011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84302
(801) 547-7744

EXHIBIT B

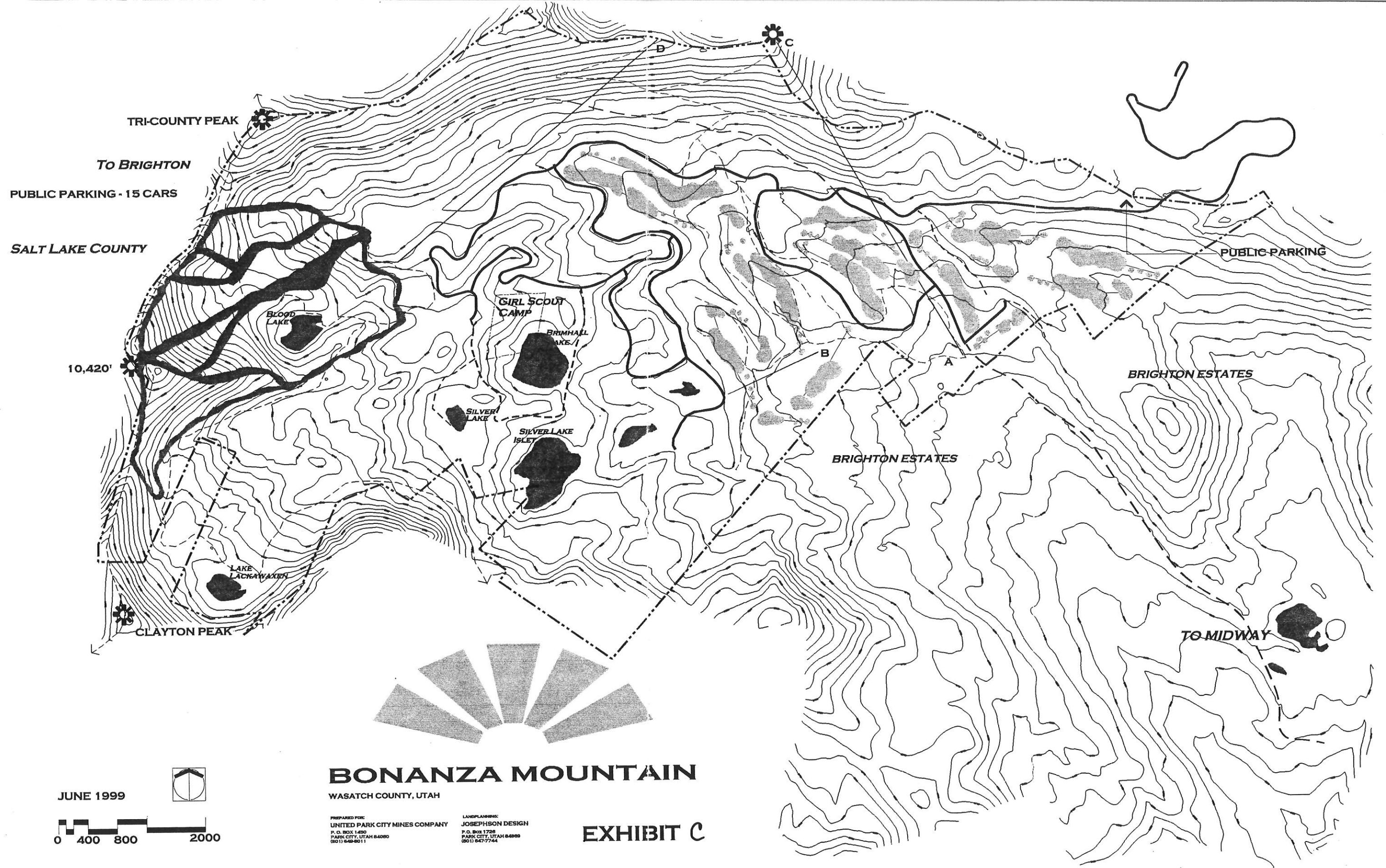
Exhibit B

**FLAGSTAFF MOUNTAIN RESORT
IRON MOUNTAIN PROPERTY LEGAL DESCRIPTION
LOCATED IN SECTION 7, T2S, R4E, SLB & M**

ALL OF THE WARREN MINING CLAIMS NO. 1, NO. 2, NO. 3, NO. 4, AND NO. 5,
MINERAL SURVEY NUMBER 6292.

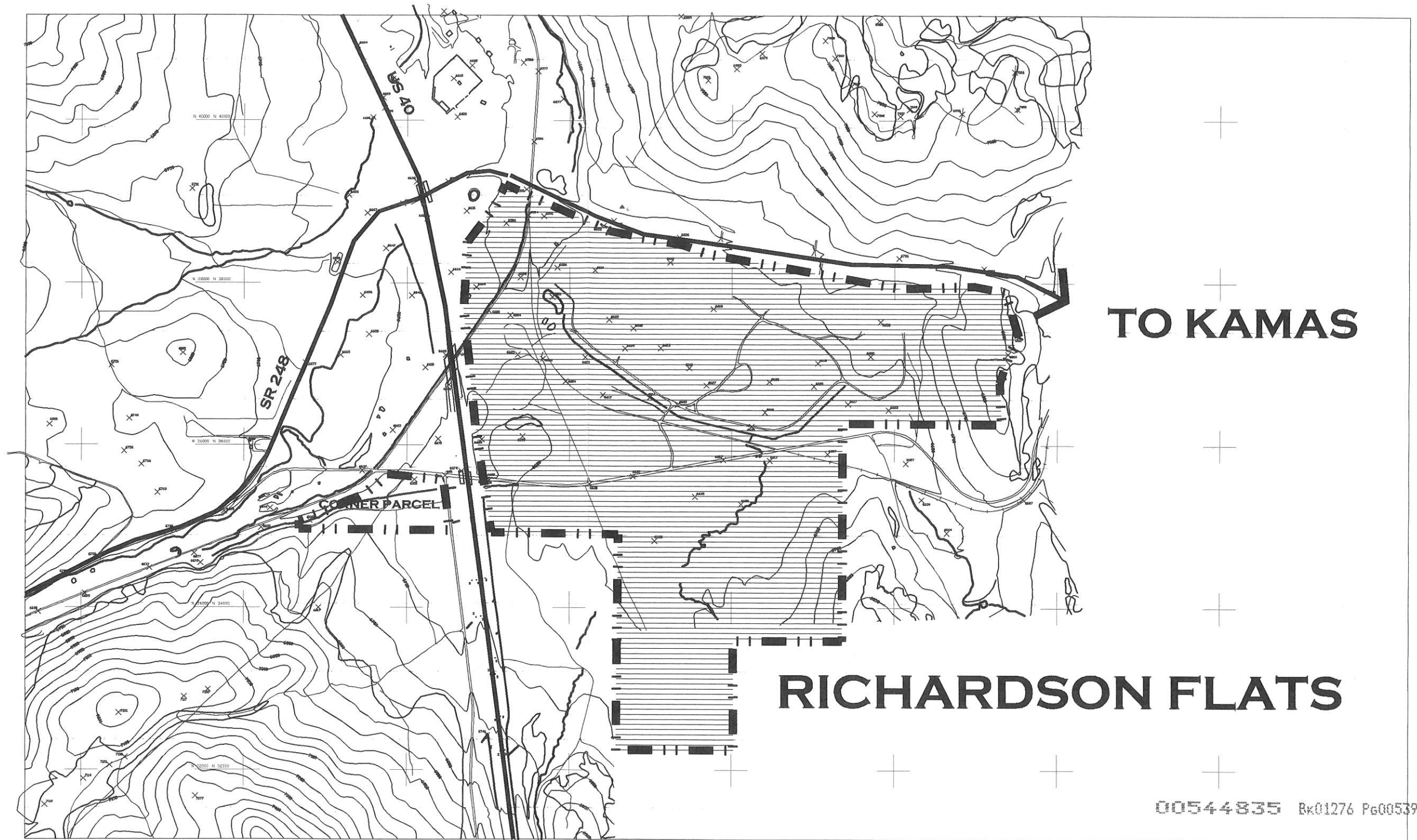
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00544835 Bk01276 Pg00535



00544835 Bk01276 Pg00537

00544835 Bk01276 Pg00536



00544835 Bk01276 Pg00538

APRIL 1999



RICHARDSON FLATS PARCEL

SUMMIT COUNTY, UTAH
SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1420
PARK CITY, UTAH 84060
(801) 648-9011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT D

UNITED PARK CITY MINES COMPANY

RICHARDSON FLATS DESCRIPTION

GENERAL DESCRIPTION

All of the property owned by United Park City Mines Company lying East of U. S Highway 40, South of Utah Highway 189, West of the Summit Wasatch County Line and North of the foothills forming the South edge of the Basin, being more particularly described as follows:

Beginning at a point lying on the center section line of Section 1, Township 2 South, Range 4 East Salt Lake Base and Meridian, said point also common with a point on the Summit and Wasatch County lines and lying South 64°34'17" East 6177.91 Feet, more or less, from the Northwest Corner of said Section 1;

Thence North 07°48'30" West 569.42 Feet more or less;
 Thence North 30°03'00" East 491.00 Feet along said County Line to County Line Marker 138;
 Thence North 15°43'00" West 620.95 Feet more or less to a point on the Southerly Right-of-Way line to Utah State Highway 189, said point lying on a 1,679.86 Foot radius curve to the left whose radius point bears South 18°25'57" West;
 Thence along said curve, through a central angle of 12°57'43" a distance of 380.03 Feet;
 Thence North 87°46'51" West 300.64 Feet;
 Thence South 88°33'10" West 541.22 Feet;
 Thence North 85°26'18" West 193.25 Feet;
 Thence North 78°57'34" West 621.06 Feet;
 Thence North 81°30'46" West 503.42 Feet;
 Thence North 76°56'20" West 501.60 Feet;
 Thence North 81°30'46" West 700.00 Feet;
 Thence North 71°23'40" West 227.68 Feet;
 Thence North 79°09'47" West 994.80 Feet;
 Thence North 66°54'08" West 590.16 Feet;
 Thence North 64°10'15" West 167.19 Feet;
 Thence North 89°53' 00" West 978.55 Feet;
 Thence South 25°23'31" West 116.87 Feet to a point on the northerly section line of said section 2;
 Thence South 00°45'29" West 178.58 Feet more or less along said section line to a point on the Easterly Right-of-Way line of U. S. Highway 40;
 Thence South 5°56'20" West 253.60 Feet;
 Thence South 5°56'20" West 205.58 Feet to a point on a 2406.48 radius curve to the left whose radius point bears South 84°01'04" East;
 Thence along said curve, through a central angle of 9°17'52" a distance of 390.52 Feet;
 Thence South 3°23'37" East 105.10 Feet;
 Thence South 7°04'23" East 356.56 Feet more or less to a point on the northwesterly boundary of the Rails to Trails Right-of-Way;
 Thence South 7°04'23" East 150.58 Feet to a point on the southeasterly boundary of said Right-of-Way;
 Thence South 7°04'24" East 48.63 Feet;
 Thence South 1°27'27" West 202.24 Feet;
 Thence South 40°00'00" East 554.91 Feet;
 Thence South 31°40'49" West 481.87 Feet;

00544835 Bk01276 Pg00540

RICHARDSON FLAT DESCRIPTION

Page Two

Thence South 7°04'23" East 493.36 Feet more or less to a point on the northerly edge of the County Road across Richardson Flat;

Thence South 7°04'19" East 102.54 Feet to a point on the southerly boundary of said roadway;

Thence South 7°04'23" East 575.60 Feet to a point on the northern line of the South 1/2 of the Southeast one quarter of said Section 2;

Thence South 89°57'22" East 1604.54 Feet more or less along said line to the east line of said Section 2;

Thence South 00°33'35" West 1326.74 Feet more or less to the Southeast Corner of said Section 2, said point also common to Sections 1, 12 and 11 of Township 2 South, Range 4 East S.L.B. & M.;

Thence South 00°10'48" West 1328.76 Feet along the east section line of said Section 11 to a point common to the center line of the Northeast one quarter of said Section 11;

Thence South 89°09'12" East 1358.31 Feet more or less along the south line of the northwest one quarter of the northwest quarter of said Section 12;

Thence North 00°07'55" East 1347.76 Feet more or less to a point on the south line of said Section 1:

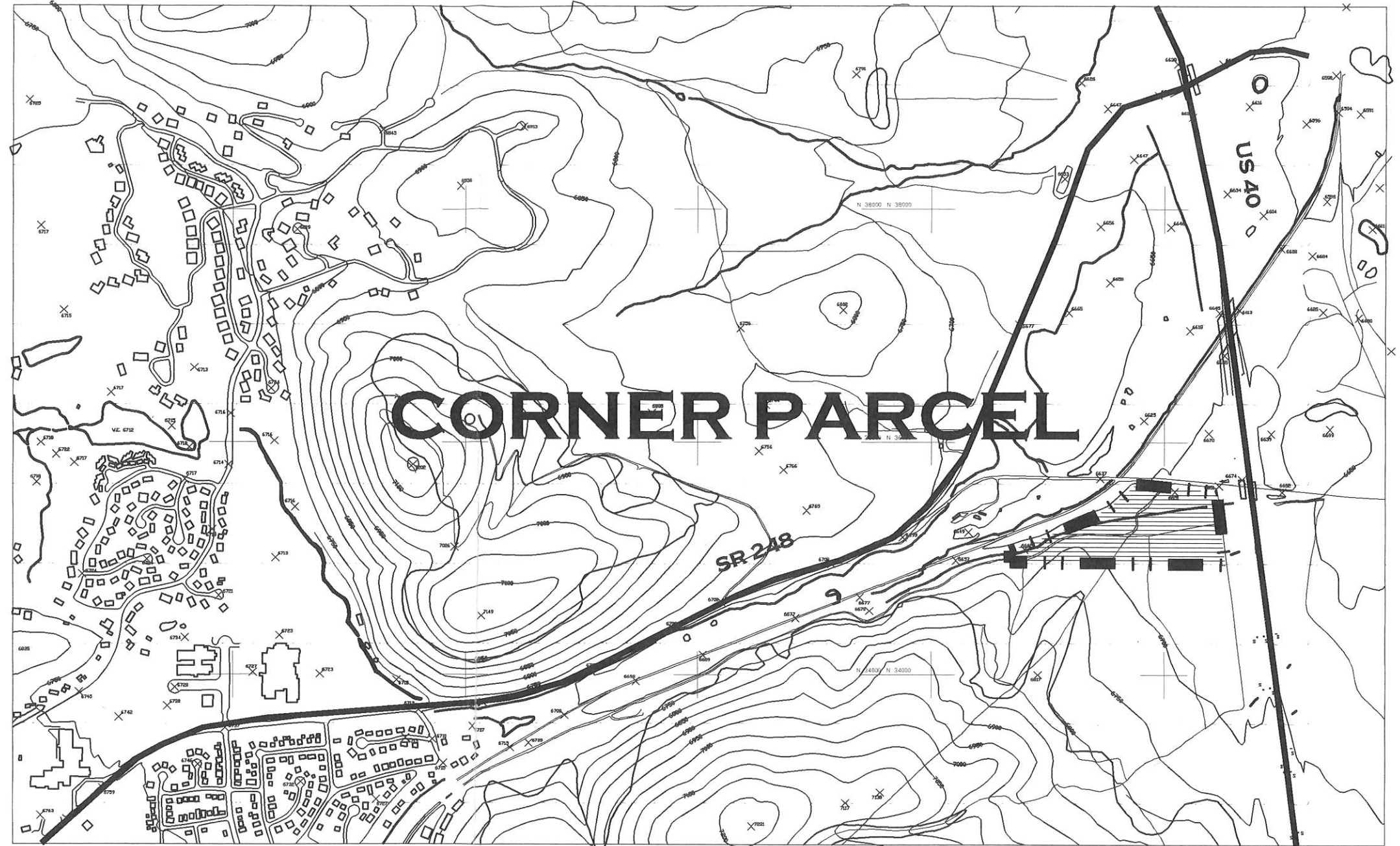
Thence North 89°58'31" East 1357.10 Feet, more or less, along said south section line to the south quarter corner of said Section 1;

Thence North 00°00'24" East 2679.92 Feet more or less along the center section line of said Section 1 to the Center of said Section 1;

Thence South 89°30'01" East 2043.63 Feet more or less along the center section line of said Section 1 to the Point of Beginning;

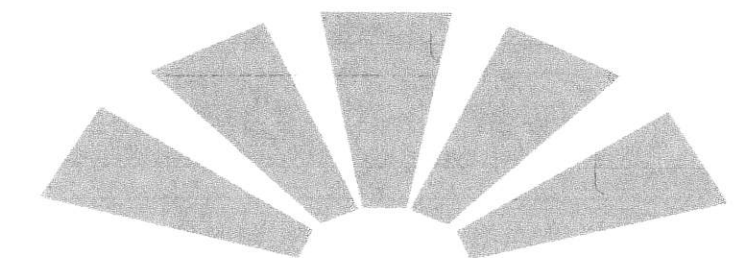
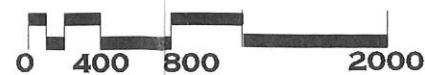
Contains 573 acres more or less.

00544835 Bx01276 Pg00541



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APRIL 1999



CORNER PARCEL

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1450
PARK CITY, UTAH 84060
(801) 640-5011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. BOX 1728
PARK CITY, UTAH 84060
(801) 647-7744

00544835 Bk01276 Pg00543

EXHIBIT E

UNITED PARK CITY MINES COMPANY

Richardson Flat Corner Parcel Description

Two parcels of land located in the North 1/2 of the South 1/2 of Section 3, Township 2 South, Range 4 East, S. L. B. & M. being more particularly described as follows:

All of that portion of the NE 1/4 of the SW 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying South of the Rails to Trails right-of-way and the County Road.
Contains 12.33 acres more or less.

And,

All of that portion of the NW 1/4 of the SE 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying west of the relocated U. S. 40 and South of the County Road.
Contains 7.01 acres more or less.

00544835 Bk01276 Pg00544

Exhibit G

Deer Valley Resort Company Ski Run Construction and Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.
2. Access to construction activity shall be by existing service roads where available.
3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.
4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.
5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.
6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.
7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bx01276 Pg00547

8. Cut and fill slopes shall be 1.5 : 1 maximum unless rock is encountered. Cut slopes in rock may be oversteepened depending upon geotechnical considerations. The top of all cut slopes in soil shall be rounded for a horizontal distance of 3' beyond the catch point. Slope rounding shall occur as the slope is being brought down.
9. Lift towers shall be set by helicopter. No work roads shall be cut to lift tower locations except at the upper and lower terminals where access roads are depicted.
10. The finished surface of ski trails shall be graded with 3' maximum, well graded topsoil and native soils. The finished surface of ski trails, fills and cut slopes not in rock shall be tracked prior to reseeding, with cleat marks left perpendicular to the fall line of the slope.
11. Sediment shall be controlled for the duration of the project. Straw bales and sediment filter fencing shall be installed at the lower limits of graded areas so that sediment is not transported off the site or into drainages.
12. On ski trails, construct water bars at 300' intervals for slopes less than 25%, at 200' intervals for slopes between 25% and 50%, and at 100' intervals for slopes in excess of 50%. Water bar locations will be field determined. Water bars shall slope at 6% to 7% in the direction of existing vegetated areas. Water bars shall be constructed immediately after rough grading and shall be maintained for the duration of the project.
13. Snowmaking and utility trenches shall be backfilled to at least 85% of maximum density. Trenches shall be mounded with 6' of compacted soil to allow settlement.
14. Riprap for drainage channels and culvert inlets and outlets shall be angular and outlets shall be angular, hard, dense, durable rock. Riprap shall be spread to achieve an interlocking structure and minimize voids.

15. All areas with earth disturbance other than existing roads shall be revegetated. Seed mix shall be applied at a minimum rate of 26 lbs. per acre. Seed mix shall have the following proportions:

Durar Hard Fescue	30%
Manchar Bromegrass	30%
Orchardgrass	30%
Perennial Ryegrass	15%
Pubescent Wheatgrass	15%

Seed shall be applied by broadcast methods. Fertilizer shall be applied at a minimum rate of 400 lbs. per acre. Areas not achieving germination and subsequent coverage of 80% shall be reseeded.

16. After seeding, ski trails shall be mulched with certified weed free straw mulch at a rate of approximately 2 tons per acre (2' to 3' in depth).

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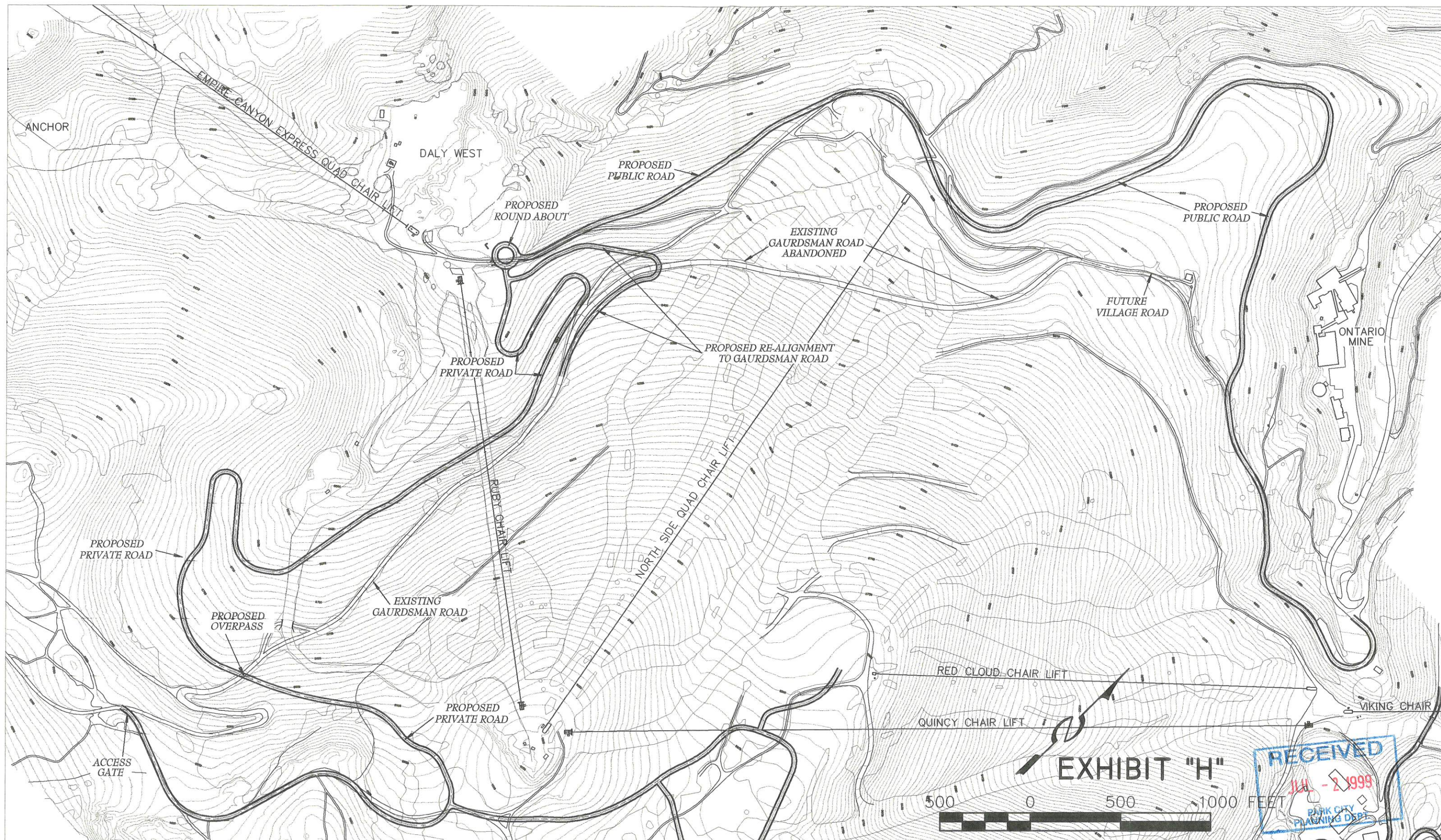
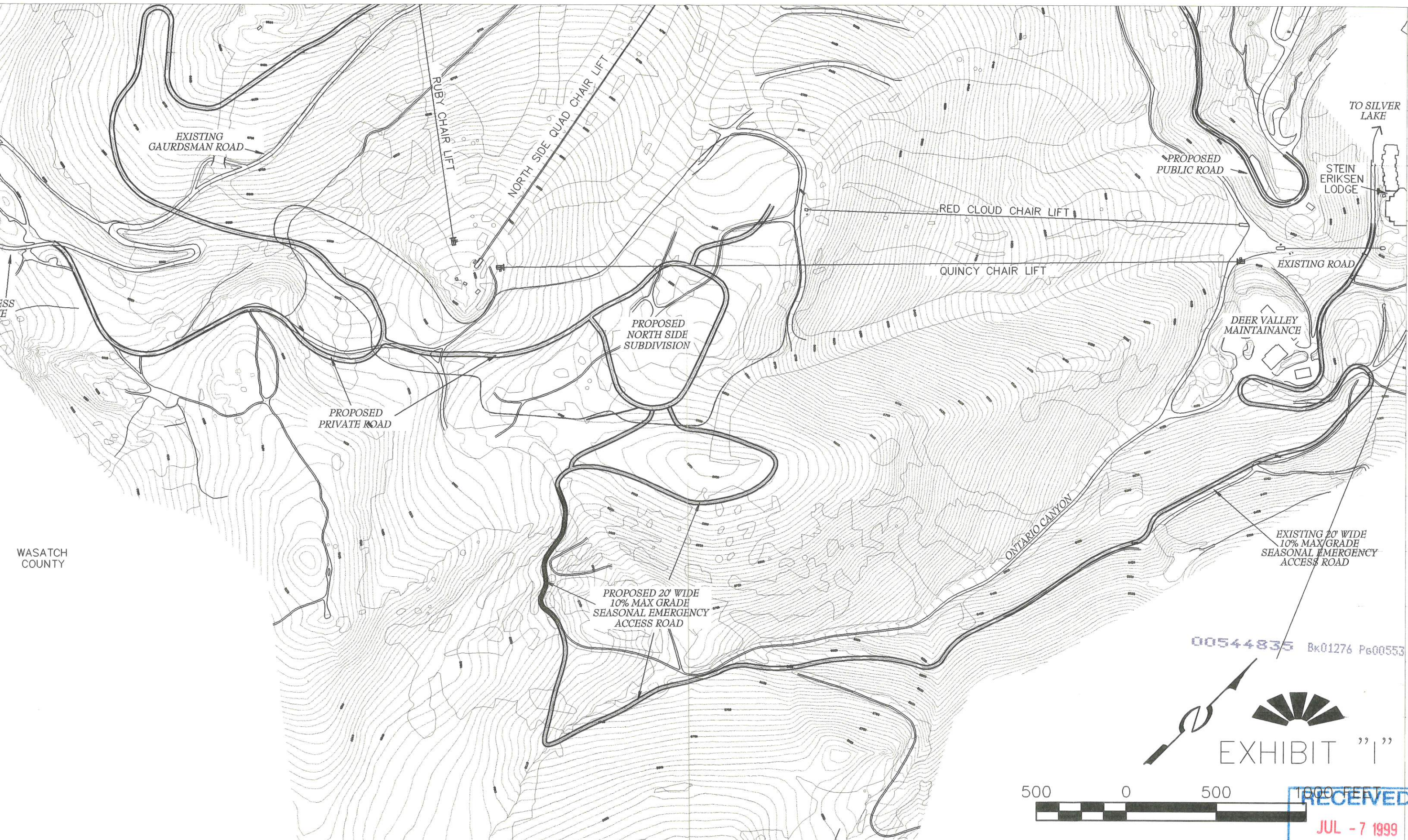


EXHIBIT "H"



WASATCH COUNTY

(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS	REVISED: 9-1-98 1-13-99 4-13-99 6-9-99	STAFF: S. DECKERT D. CARDWELL	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT GAURDSMAN RE-ALIGNMENT PROPOSED PUBLIC/PRIVATE ROADS FOR: UPCMC
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LADY MORGAN OPEN SPACE PROTECTION

MOUNTAIN VILLAGE

POD B-1

VILLAGE

PEI
SILVER

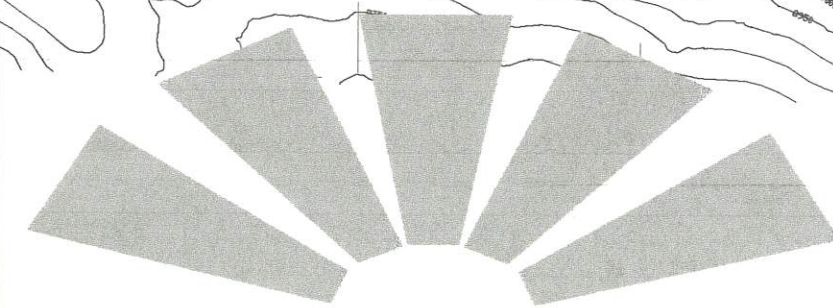
ENCI

NOR
MEA

WASATCH COUNTY

PUBLIC SAFETY SITE

00544835 Bk01276 Pg00554



FLAGSTAFF MOUNTAIN RESORT

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

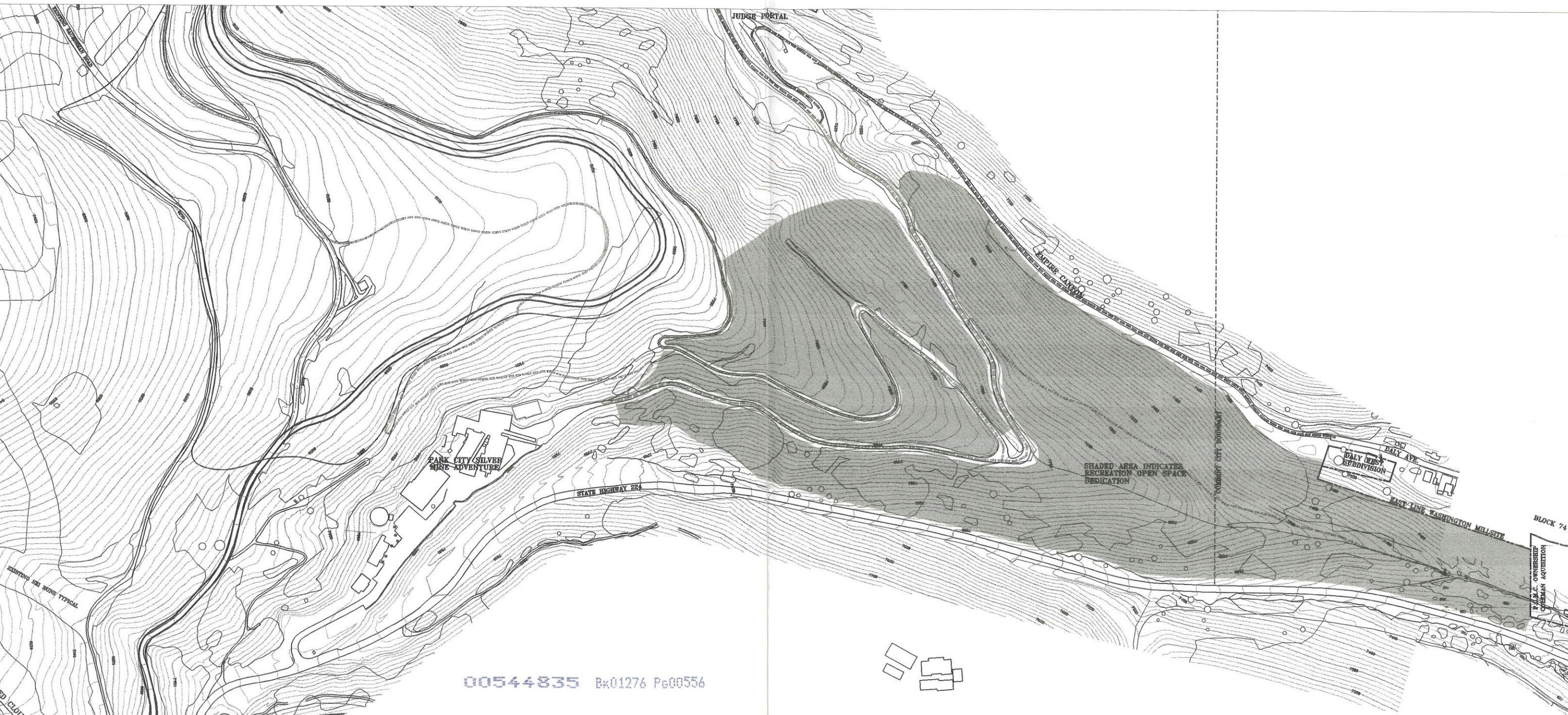
LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1726
PARK CITY, UTAH 84969
(801) 647-7744

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EXHIBIT J

JUNE 1999

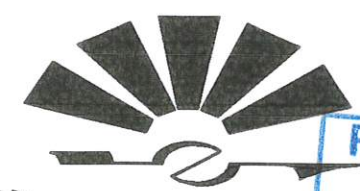




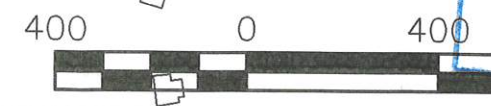
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00544835 Bk01276 Pg00557

EXHIBIT "K"



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JUL - 7 1999
PARK CITY
PLANNING DEPT.



	(435) 649-9467	REVISD:	STAFF:	PAGE 1 OF 4	FLAGSTAFF MOUNTAIN RESORT PROSPECT RIDGE EOS DEDICATION FOR: UPCMC
		8-7-98 9-1-98 4-13-99	S. DECKERT D. CARDWELL		

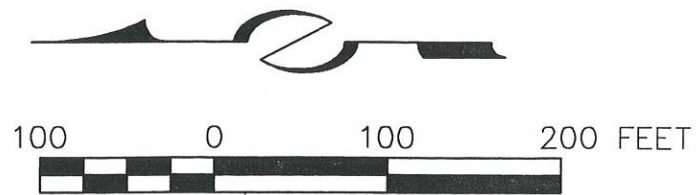
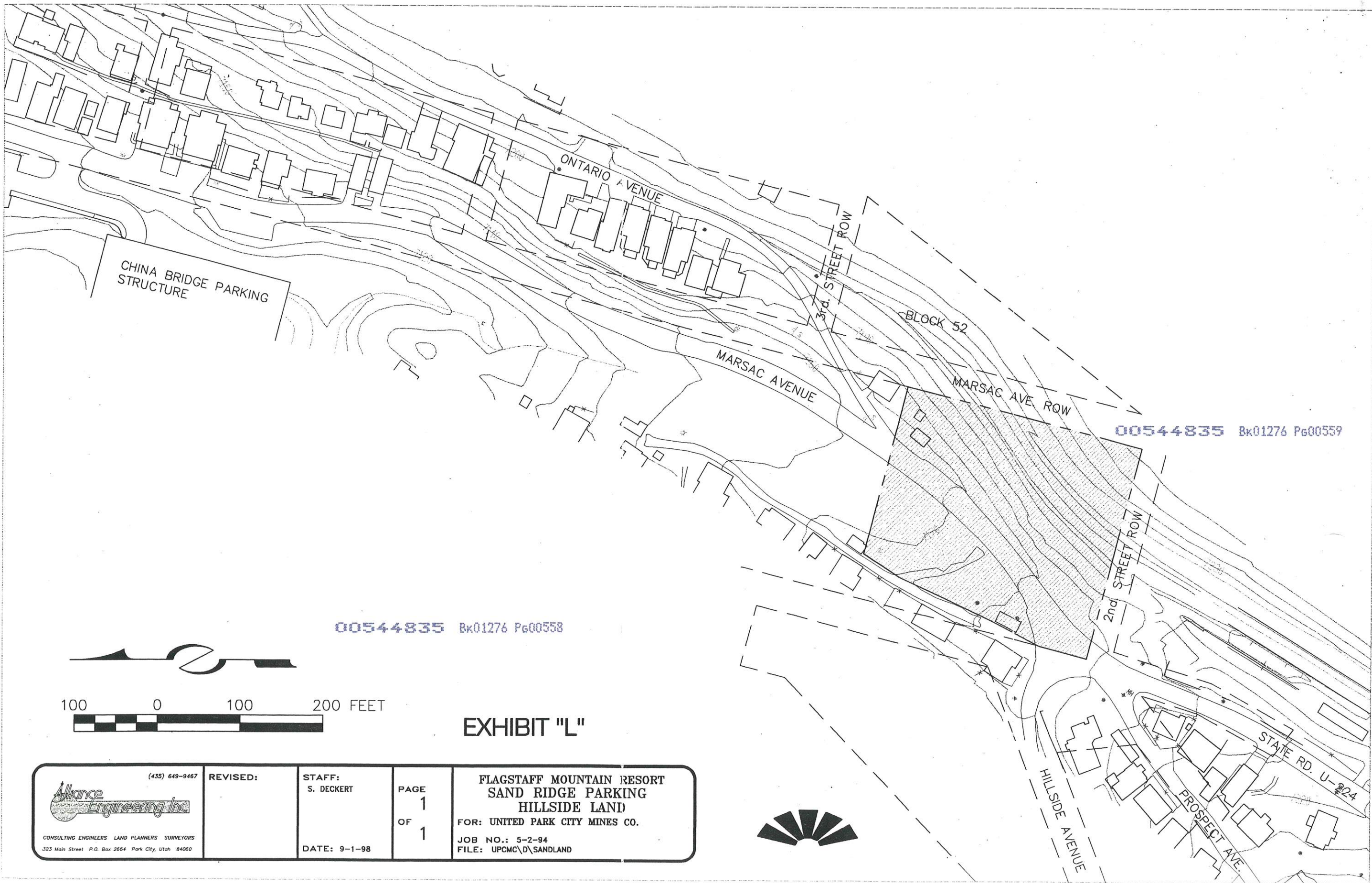


EXHIBIT "L"

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060	REVISIED:	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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Exhibit M

The Flagstaff Mountain Resort At Deer Valley

Road Construction Plan

Off-site, Highway 224 Improvements Lower Mine Road

Summary of Current Conditions.

Upgrading and improving State Highway 224 has been identified as an important component related to the Flagstaff Mountain project. S.R. 224, or the Mine Road, as it is commonly referred to, will be the primary ingress and egress route from the Flagstaff Mountain Resort project. The developer has volunteered, at considerable expense, to upgrade and improve the Mine Road. This would not only benefit the Flagstaff Mountain Resort, but all users of the road. It should be noted that the developer volunteered to fund the cost of these considerations up-front and not as an extracted concession.

The route referred to as the Mine Road begins at the far northern end of Marsac Avenue, travels along the length of Marsac Avenue and through Ontario Canyon. The Road crosses the Summit/Wasatch County line, and continues west to Brighton or east to Midway. The Mine Road currently serves during the summer months as a business route to UPCMC, the Silver Mine Adventure, Deer Valley and the horse stables. It serves as a residential access route to Brighton Estates, upper Deer Valley and the Girl Scout facility. It also serves as a sight-seeing route for the Bonanza area. Beyond the Deer Valley turn-off, traffic is not heavy on the road during the summer months, totaling approximately 3-400 vehicles/day (source: MK Centennial Traffic Eng. Report: *Deer Valley Residential Expansion 9/93, rev. 12/93*).

During the winter months the Mine Road is closed by the Utah Department of Transportation just beyond the Deer Valley connector road. The lower road then serves as business access for UPCMC, the Silver Mine Adventure, Deer Valley and High Country Snowmobiles. The road also serves as residential access route for Deer Valley. There are also a small number of snowmobilers who use the road as a recreation access point, however this number continues to decrease as more and more land in the Bonanza Basin is closed to this type of activity.

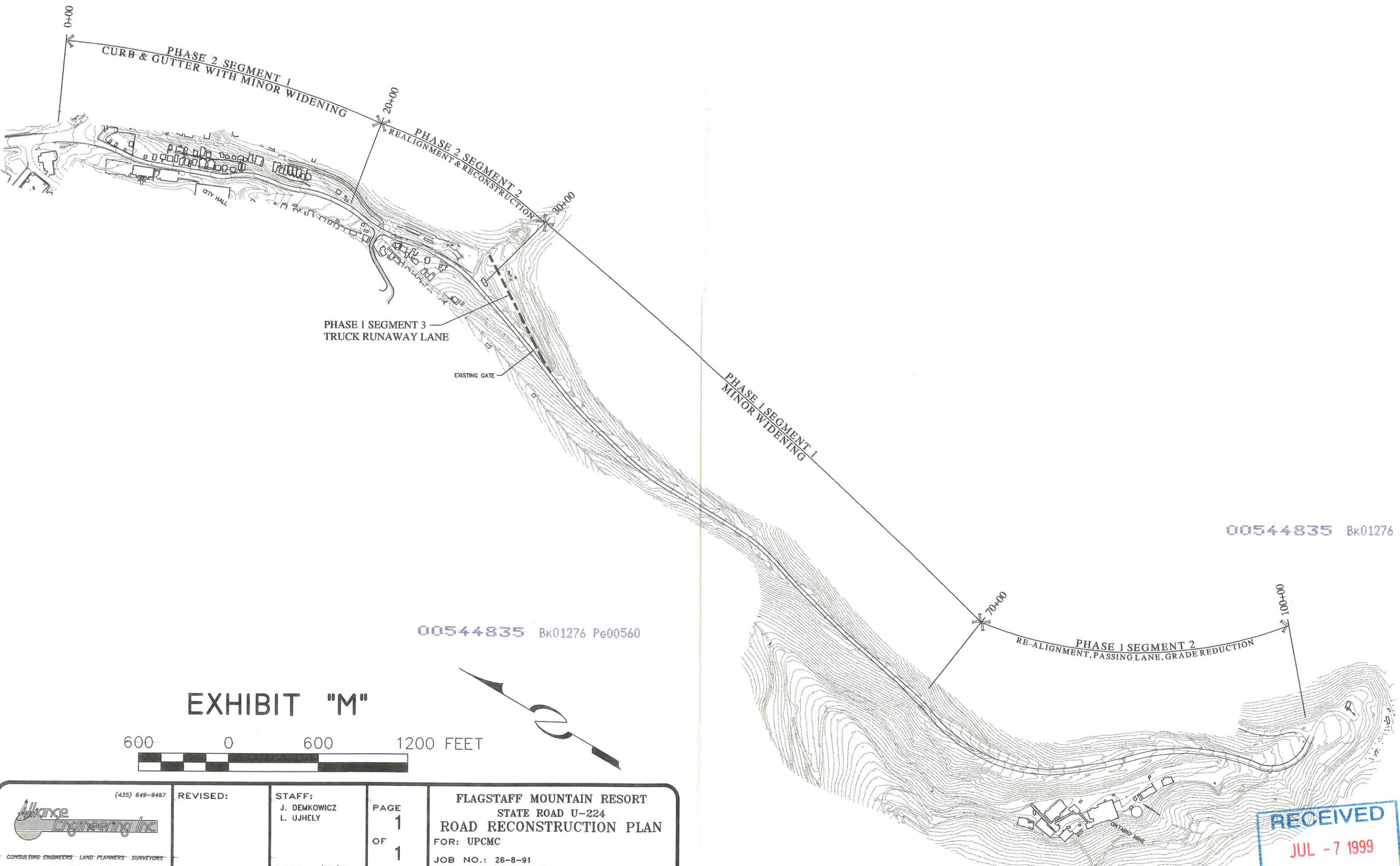
This proposal covers that portion of the Mine Road which originates at the intersection of Marsac and Deer Valley Drive, and extends to the upper Deer Valley turn-off (Guardsmen Connection). The upper sections of the Mine Road will be addressed in other proposals.

Construction traffic to upper Deer Valley is continuous throughout the year. Heavy trucks haul supplies up and excavated material down the road. In addition, delivery trucks access the aforementioned businesses throughout the year. An important consideration for public safety is a runaway truck lane. This is currently a problem on the mine road, and the voluntary concession of a runaway truck lane installed at the expense of the developer should greatly improve a problem which is presently of concern.

The present situation on the mine road will be improved with the development of the Flagstaff Mountain Resort project. Current areas of concern will be enhanced by planned improvements. The improvements to the mine road will create a situation whereby levels-of-service will be increased and the road will be made safer and more efficient.

*** * ***

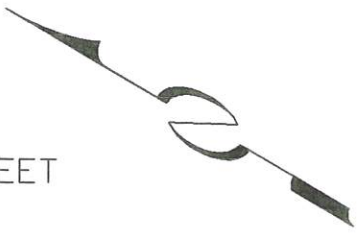
00544835 Bk01276 Pg00563



00544835 Bk01276 Pg00561

00544835 Bk01276 Pg00560

EXHIBIT "M"



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060	(435) 649-9457	REVISD:	STAFF: J. DEMKOWICZ L. UJHELY	PAGE 1	FLAGSTAFF MOUNTAIN RESORT STATE ROAD U-224 ROAD RECONSTRUCTION PLAN FOR: UPMC JOB NO.: 26-8-91 FILE: UPMC\OVERALL\D\RD600
				OF 1	
		DATE: 1/20/99			

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PARK CITY

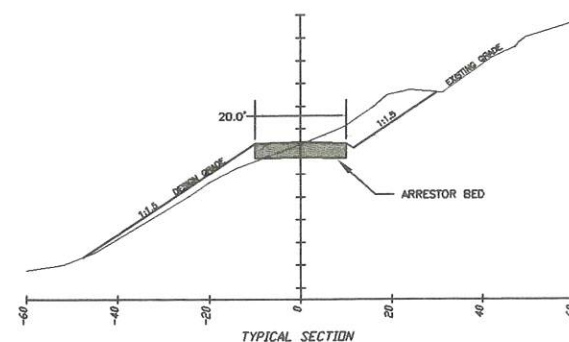
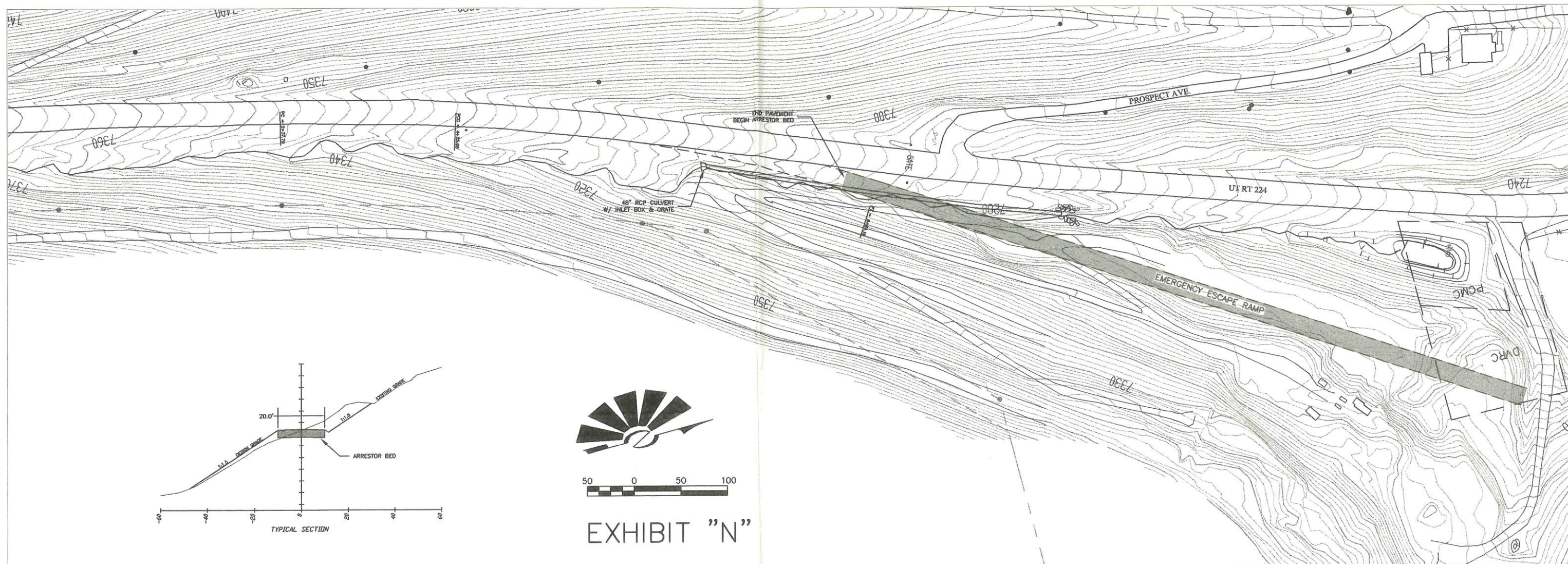
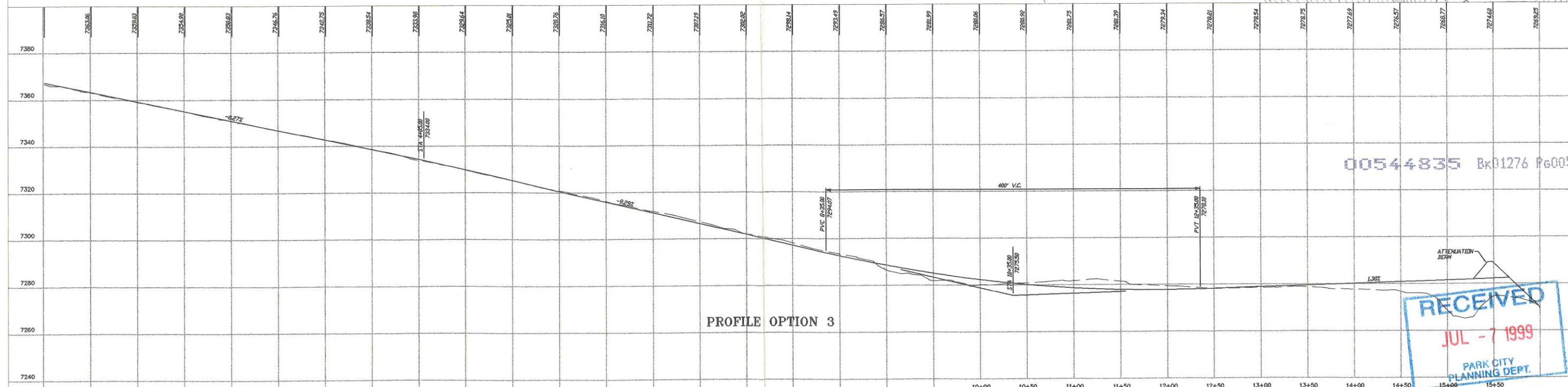


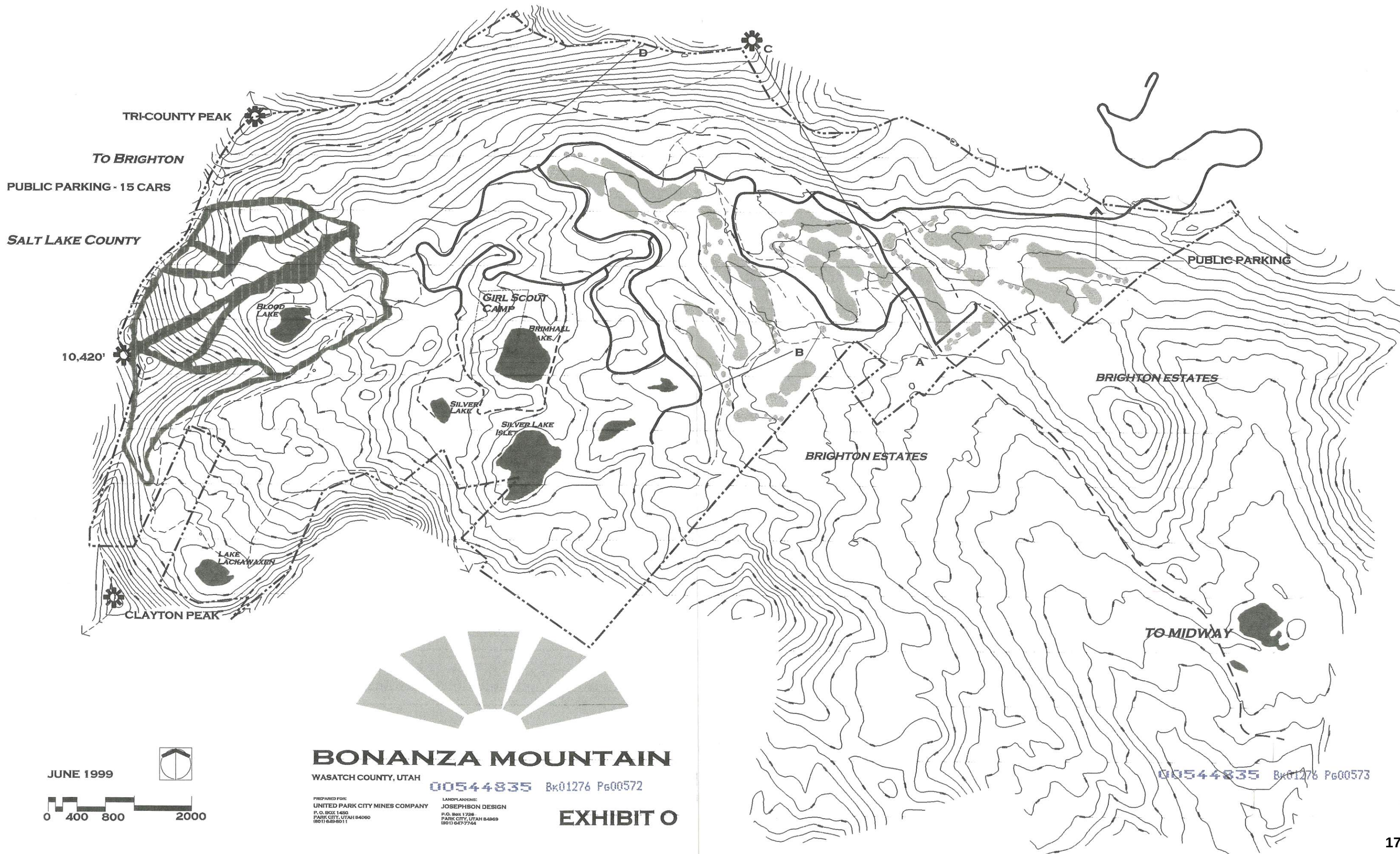
EXHIBIT "N"



00544835 Bk01276 Pg00571

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RECEIVED
JUL - 7 1999
PARK CITY
PLANNING DEPT.



JUNE 1999



BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

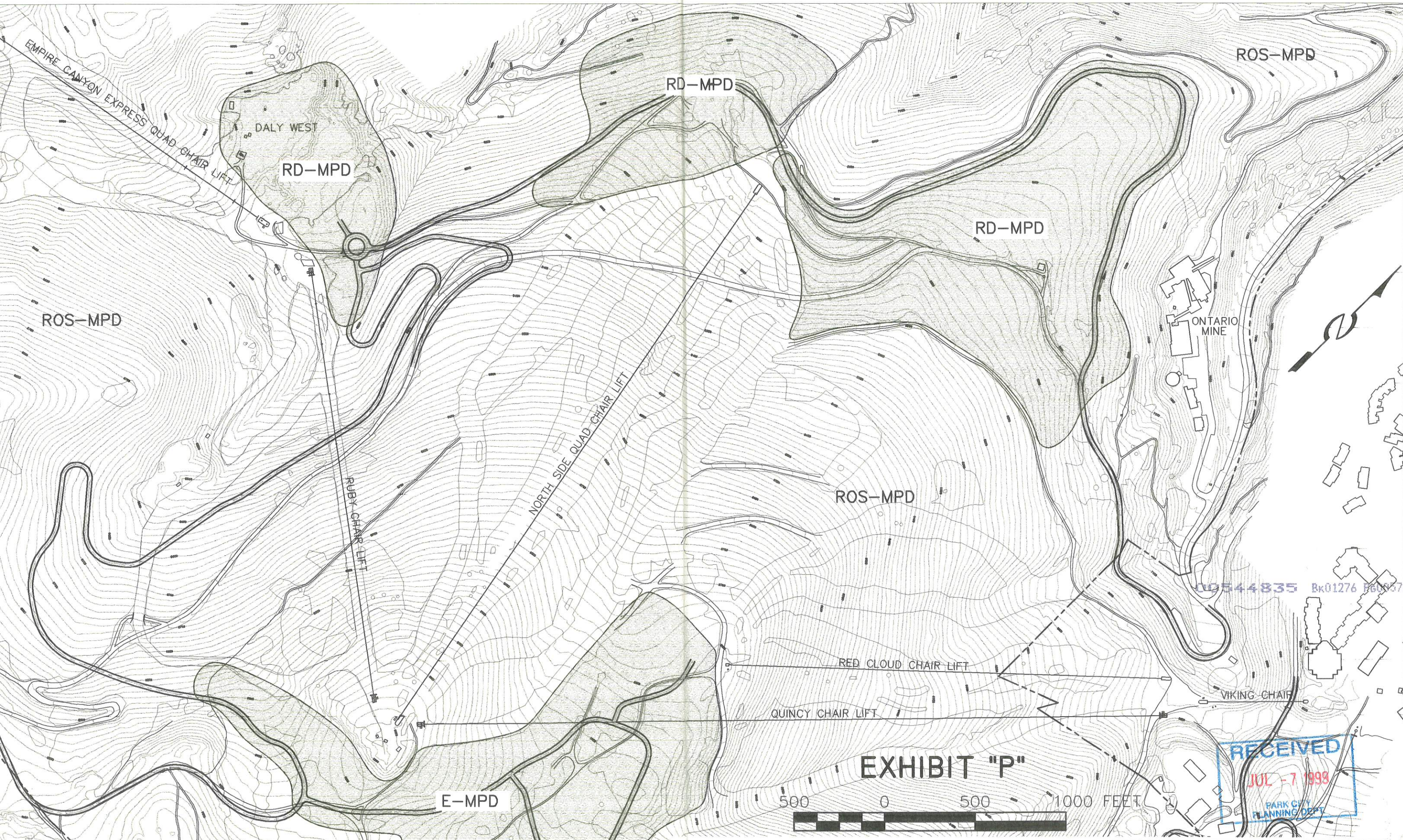
00544835 Bk01276 Pg00572

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1480
PARK CITY, UTAH 84060
(801) 648-8011

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

EXHIBIT O

00544835 Bk01276 Pg00573



Summary of Objectives

The off-site improvements to Highway 224 are considered to be an important component of the overall Flagstaff Mountain Resort Master Plan. The current parameters of the mine road will improve in both efficiency and safety. The following constitute the voluntary proposed changes to the mine road to develop a safe and adequate ingress/egress route to and from the Flagstaff Mountain Resort project.

- ⇒ Widen the road needs where necessary
- ⇒ Increase the overall level of service
- ⇒ Curb and gutter installed in residential areas
- ⇒ Install a runaway truck lane uphill from the residential area
- ⇒ Install hydrologic controls where necessary
- ⇒ Install a passing lane below the Ontario Mine
- ⇒ Improve the grade where practical

* * *

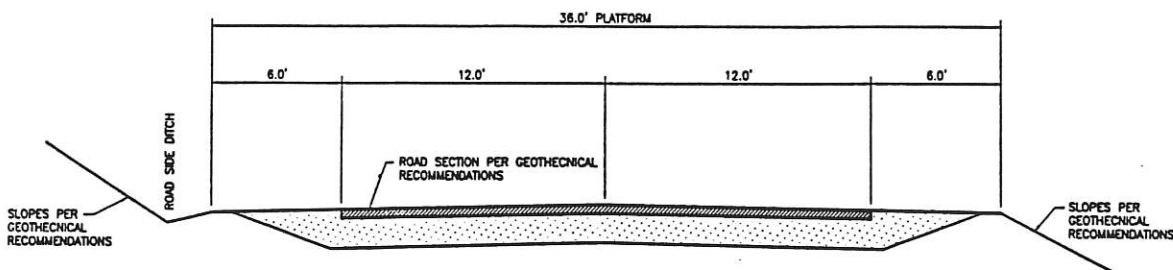
00544835 Bk01276 Pg00564

Phase I

Segment 1- Station 30+00 to Station 70+00.

Segment 1 of Phase 1 extends from just below the sedimentation pond through to the beginning of the passing lane. The improvements to this section of road will generally follow the existing grading and alignment. The profile of the road is a 24' wide asphalt travel platform with six-foot shoulders on either side. The horizontal and vertical alignment will follow the existing road to minimize grading. It is possible that minor slope stabilization will be necessary on those slopes adjacent to the drain channel. A soils engineer will be overseeing the construction of the road and will make the determination in regards to the slope stability of the drain channel. Drainage improvements will consist of roadside ditching and culvert diversions to adjacent intermittent stream at appropriate spacing. Straw hay bales will be placed lengthwise at regular intervals to trap excess sediment.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION

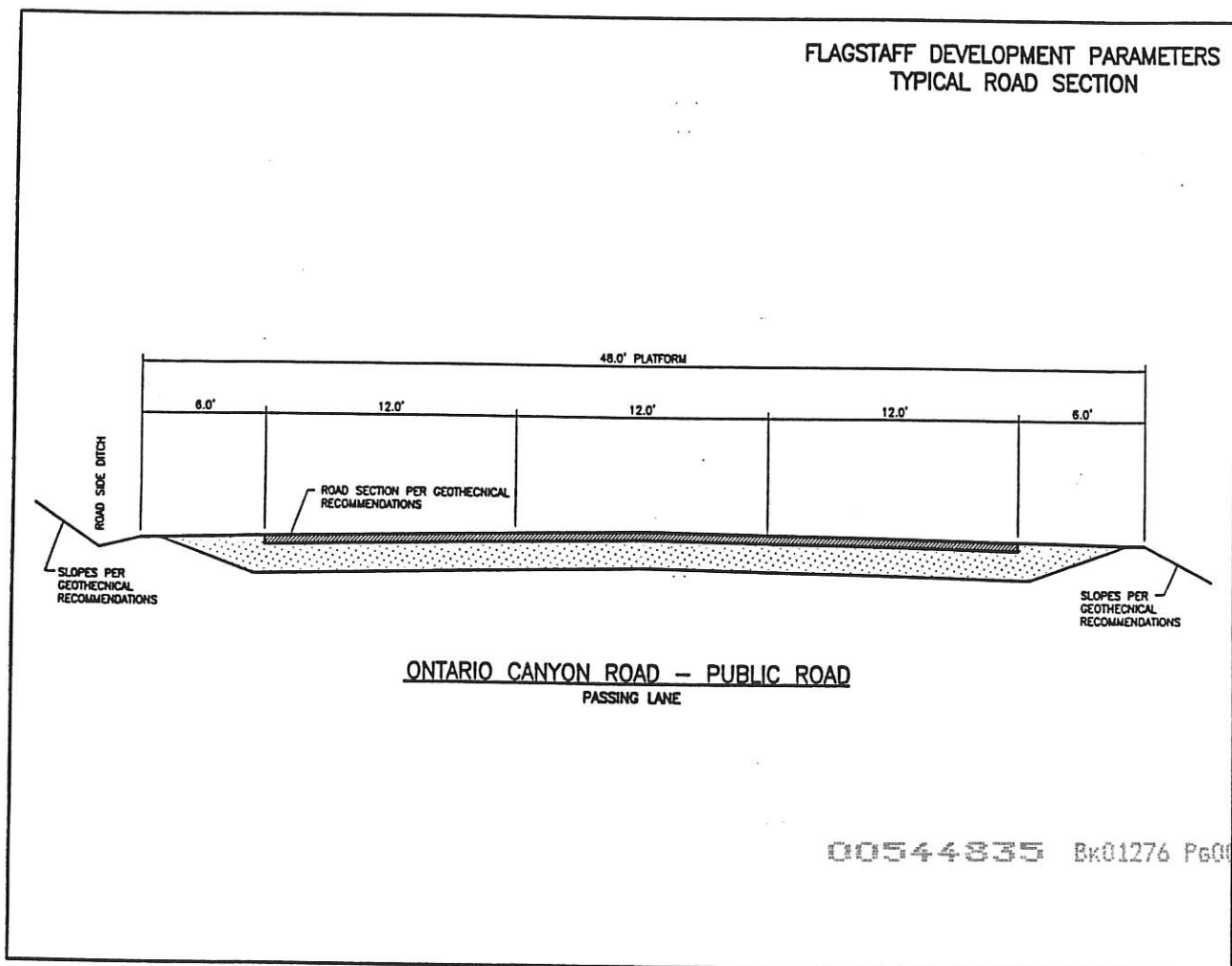


ONTARIO CANYON ROAD — PUBLIC ROAD
HILLSIDE TO GUARDSMAN DV INTERSECTION

00544835 Bk01276 Pg00565

Segment 2- Station 70+00 to Station 100+00

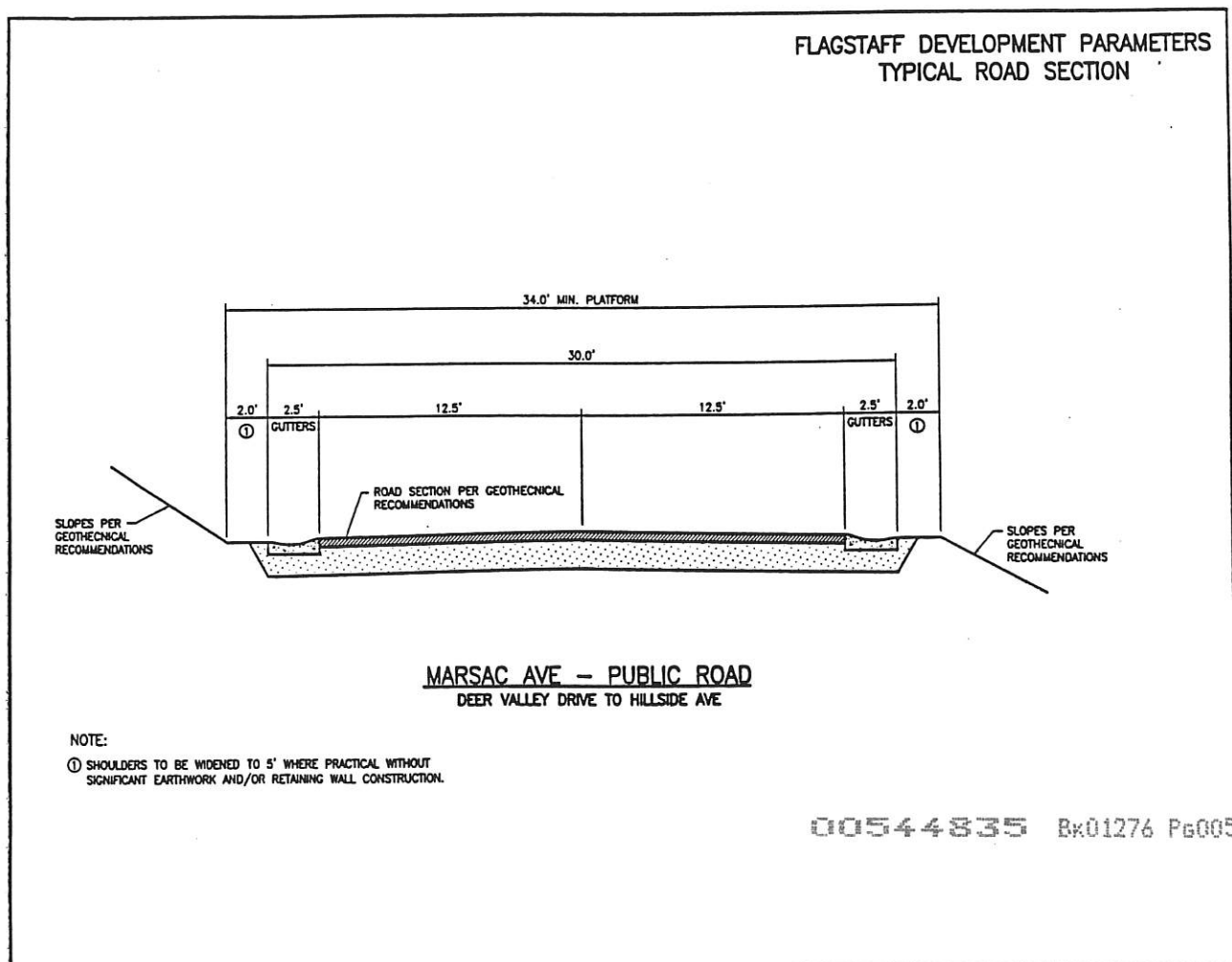
Segment 2 of Phase 1 consists of the route which begins at the passing lane and travels uphill to the Deer Valley connector road (Station 100+00). This segment is planned for extensive re-grading, widening and realignment. Due to the line-of-site situation which currently exists on the Mine Road, a passing lane is planned along the length of this segment. The general description is three 12' travel lanes (two uphill and one downhill) for a total of 36' of paved road width. The uphill truck passing lane should greatly increase the overall safety on the road. In addition, two six-foot shoulders are planned for construction on either side. The horizontal and vertical alignment will be reconfigured so that the maximum grade does not exceed 12%. This should also positively influence safety on the road. The drainage channel for this segment will be reconstructed adjacent to new alignment. The drainage channel will be a rip rap bed which consists of large rocks hand-placed in the channel. At regular intervals, straw hay bales will be placed lengthwise to trap sedimentation, which will develop from the construction of the road. Roadside drainage will have culvert diversions to the new channel at regular spacing.



Phase II

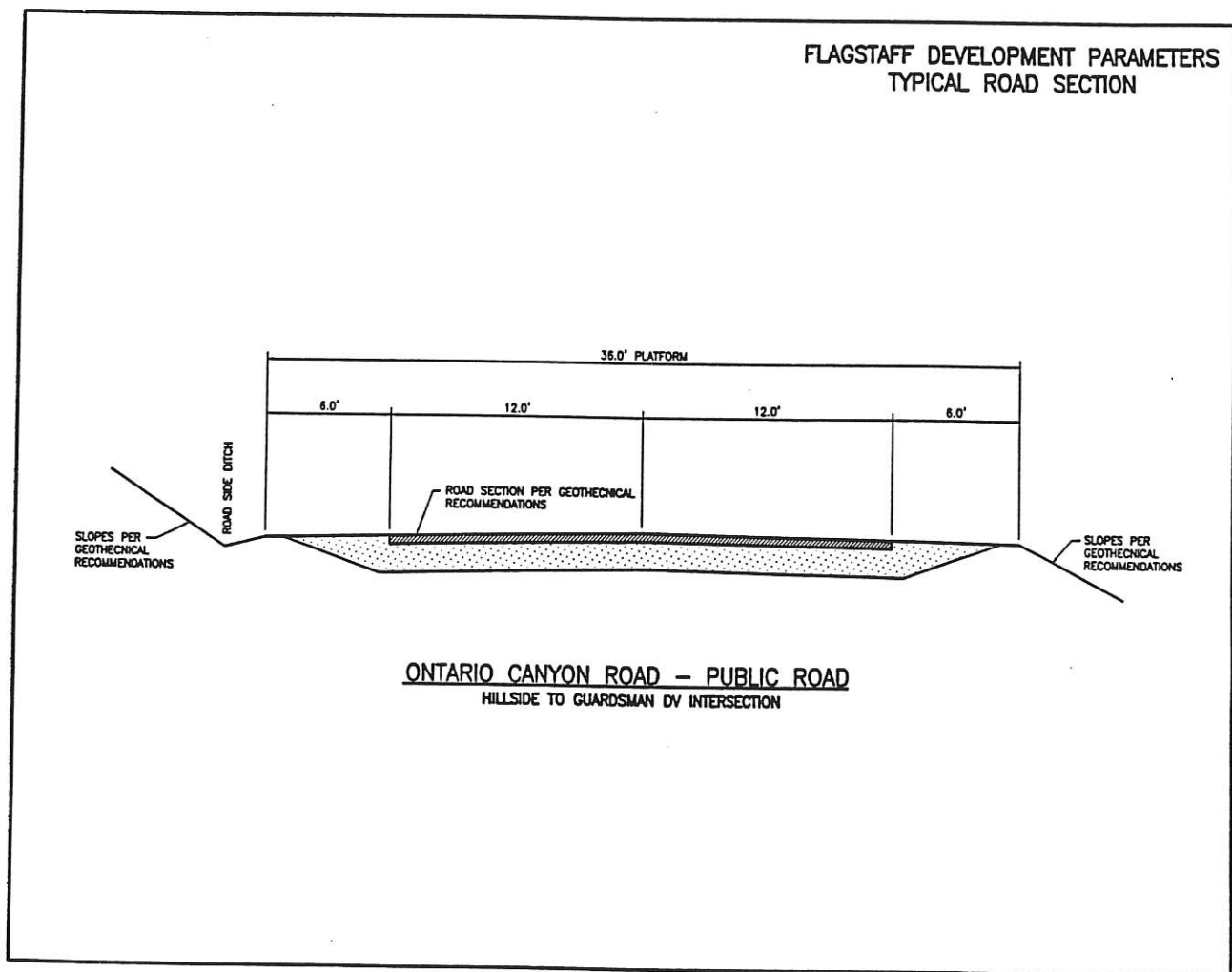
Segment 1. Station 0+00 to Station 20 +00

Segment 1 of Phase II extends from Deer Valley Drive and extends south to Hillside Avenue. General improvements to this section of road will be the installation of a 30' wide asphalt travel lane with 2' shoulders on either side. Curb and gutter will be installed along the entire length. General alignment will follow the current horizontal and vertical alignment to minimize grading and conflicts with existing driveways. Where practical, shoulder widths will be increased provided this does not involve extensive retaining wall work or regrading. Surface drainage will be channeled through inlets and drain lines where it will be connected to existing drainage facilities at the belt route intersection and above 4th Street parking structure. Electrical conduit and sanitary sewer will be placed along the length of this road and stubbed off. The future possibility exists to bury electrical lines in Old Town and the installation of conduit will circumvent the necessity of tearing up the road to do so.



Segment 2. Station 20+00 to Station 30+00

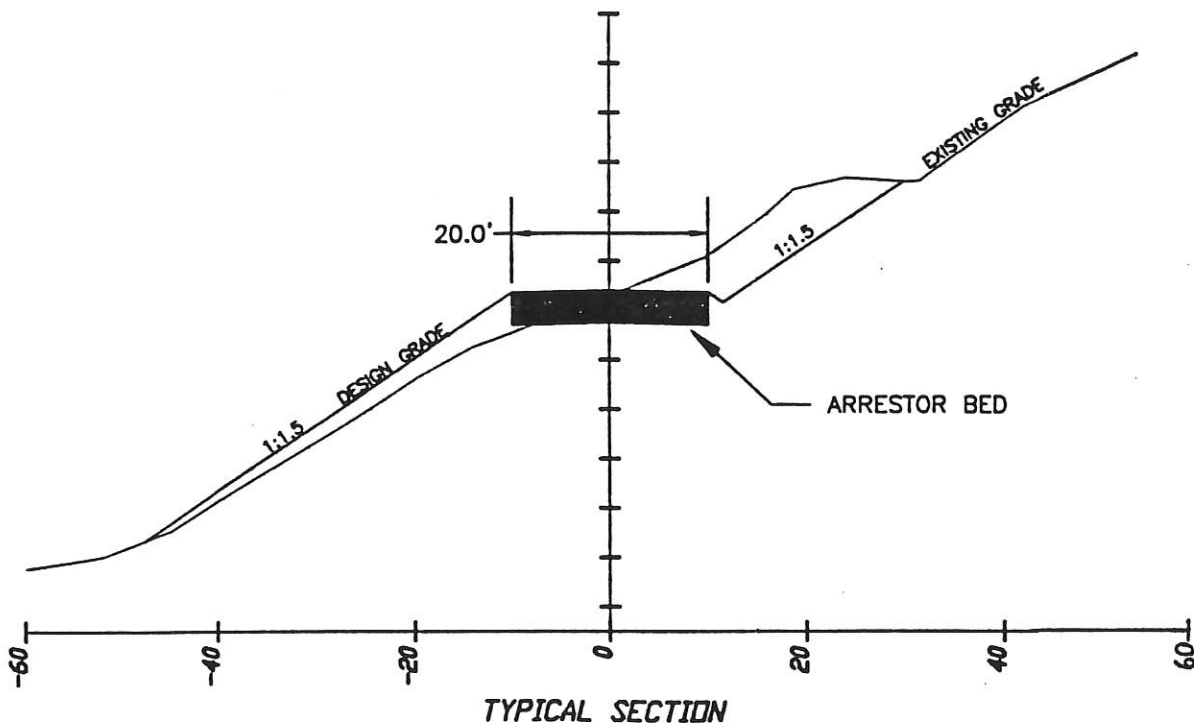
The road will have a 24' wide asphalt travel platform with 4' shoulders. Drainage will consist of inlets and drain lines which channel surface water to existing drainage facilities at the belt route intersection, above the 4th Street parking facility and above the Hillside intersection. Curb and gutter will be installed along the length of the improvements.



00544835 Bk01276 Pg00568

Segment 3- Runaway Truck Lane at Station 30+00.

The construction of a runaway truck ramp is proposed as a safety consideration. This is a courtesy of the developer and should be recognized as such. There are no definitive design guidelines for runaway truck ramps from AASHTO (Fehr and Peers, 11/12/98, Scott Zeigler). Basic criteria emphasize that the offset degree of the ramp to the road should be as minimal as site constraints allow. 20 feet in width is recommended as an adequate width to handle most big trucks without requiring excessive handling by the driver. The AASHTO manual recognizes that runaway truck ramps, out of necessity, need to take into account the nature of the site and design a best fit for that particular piece of property. Options for increasing the efficiency of the ramp include increasing the upward slope and installing sand piles at regular spaced intervals to slow the progress of the vehicle. At present, the Project Engineer (John Demkowicz, Alliance Engineering) is conferring with City's Engineer to determine the best layout and course for the runaway truck ramp.



* * *

00544835 Bx01276 Pg00569

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



**Fee Exempt per Utah Code
Annotated 1953 21-7-2**

00545109 Bk01277 Pg00553-00555

Ordinance No. 99-30

ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 28 13:11 PM FEE \$.00 BY MAT
REQUEST: PARK CITY MUNICIPAL CORP

**AN ORDINANCE ANNEXING APPROXIMATELY
1750 ACRES KNOWN AS FLAGSTAFF MOUNTAIN
INTO THE CORPORATE LIMITS OF
PARK CITY, UTAH AND
AMENDING THE OFFICIAL ZONING MAP
OF PARK CITY TO INCLUDE THE ANNEXED AREA**

WHEREAS, on May 17, 1994, United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, and based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendations on April 17, 1997 and continued to take staff, applicant, and public input on April 24, 25, 28 and 29 and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997, the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998, the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, the Council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, on September 10, 1998, the Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels; and

WHEREAS, a Development Agreement has been negotiated between the City and the Developer setting forth the terms of the September 10, 1998 resolution and further terms and conditions; and

WHEREAS, the City Council has held several public meetings on the proposed Development Agreement and has taken public input at those meetings; and

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

00545109 Bk01277 Pg00554

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

SECTION 1. ANNEXATION. The property is hereby annexed to the corporate limits of Park City, UT according to the annexation plat executed in substantially the same form as it is attached hereto as Exhibit A. The property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments including those described in the Development Agreement, attached hereto as Exhibit B. The property shall be subject to all City laws, rules, and regulations.

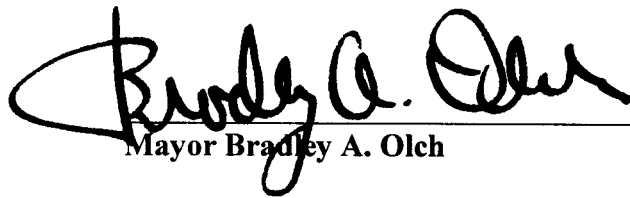
SECTION 2. COMPLIANCE WITH STATE LAW AND THE PARK CITY GENERAL PLAN. The annexation meets the standards for annexation set forth in Title 10, Chapter 2, of the Utah Code and the Park City General Plan.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of Park City, as adopted by Section 1.9 of the Park City Land Management Code, is hereby amended to include the Flagstaff Annexation as depicted in Exhibit A.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

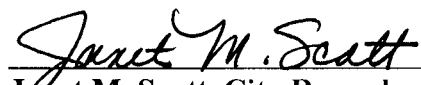
PASSED AND ADOPTED this 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION



Mayor Bradley A. Olch

Attest:



Janet M. Scott, City Recorder



Approved as to form:



Jodi Hoffman, City Attorney

00545109 Bk01277 Pg00555

FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary 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 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 116.20 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 $89^{\circ}59'59''$ 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 $00^{\circ}15'34''$ 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 $15^{\circ}23'33''$ 398.24 feet more or less; thence South $15^{\circ}39'07''$ 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 $06^{\circ}11'23''$, a distance of 613.57 feet; thence South $09^{\circ}27'44''$ 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 $16^{\circ}06'55''$, a distance of 388.82 feet; thence South $6^{\circ}39'11''$ 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 $48^{\circ}51'38''$, a distance of 500.26 feet; thence South $55^{\circ}30'59''$ 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 $30^{\circ}23'53''$, a distance of 364.28 feet; thence South $25^{\circ}06'53''$ 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 $21^{\circ}36'53''$, a distance of 191.78 feet; thence South $3^{\circ}30'00''$ 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 $55^{\circ}51'14''$, a distance of 214.46 feet; thence South $31^{\circ}30'00''$ West 68.20 feet; thence South $79^{\circ}38'18''$ West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South $79^{\circ}59'46''$ West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South $17^{\circ}09'45''$ 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 $29^{\circ}20'$ West 117.60 feet; thence North $78^{\circ}10'$ East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South $04^{\circ}15'00''$ East 1,028.07 feet; thence South $25^{\circ}30'30''$ East 2,521.90 feet to County Line Point 51; thence South $29^{\circ}50'00''$ West 1,398.30 Feet to County Line Point 55; thence South $4^{\circ}19'00''$ West 1,320.70 feet to County Line Point 58; thence South $47^{\circ}05'00''$ West 369.50 feet to a County Line Point; thence South $83^{\circ}34'00''$ West 69.10 feet to County Line Point 59; thence South $47^{\circ}42'00''$ West 1,207.40 feet to County Line Point 62A; thence North $39^{\circ}53'30''$ West 1,352.50 feet to County Line Point 64; thence North $72^{\circ}50'00''$ West 317.30 feet to County Line Point 65; thence North $46^{\circ}45'00''$ West 87.90 feet to County Line Point 66; thence North $70^{\circ}57'00''$ West 502.00 feet to County Line Point 67; thence North $51^{\circ}56'00''$ West 481.90 feet to County Line Point 68; thence North $55^{\circ}53'00''$ West 466.80 feet to County Line Point 69 feet; thence North $21^{\circ}49'00''$ West 317.40 feet to County Line Point 70; thence North $59^{\circ}57'00''$ West 360.50 feet to County Line Point and Triangulation Point; thence North $33^{\circ}22'30''$ West 467.10 feet to County Line Point 71; thence South $85^{\circ}10'30''$ West 492.30 feet to County Line Point 72; thence South $54^{\circ}42'30''$ West 453.20 feet to County Line Point 73; thence South $88^{\circ}55'30''$ West 344.00 feet to County Line Point 74; thence North $82^{\circ}52'30''$ West 1,132.30 feet to

County Line Point 77; thence North $59^{\circ}43'30''$ West 1,074.55 feet to County Line Point 2338; thence North $79^{\circ}07'30''$ West 494.73 feet to County Line Point 80; thence North $70^{\circ}28'30''$ West 339.90 feet to County Line Point 81; thence North $60^{\circ}14'30''$ West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North $64^{\circ}07'00''$ West 727.60 feet to County Line Point 83; thence South $77^{\circ}44'00''$ West 966.80 feet to County Line Point 85; thence North $77^{\circ}28'00''$ West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South $85^{\circ}36'00''$ West 219.10 feet to County Line Point 86; thence North $46^{\circ}44'00''$ West 384.70 feet to County Line Point 87; thence North $34^{\circ}37'00''$ 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.

EXHIBIT B

Refer to Recorder File 99-

Eve Furse
County Clerk
www.summitcounty.org/clerk
efurse@summitcounty.org



Phone: (435) 336-3204
FAX: (435) 336-3030
PO BOX 128
60 North Main
Coalville, UT 84017

February 18, 2022

Park City Council
c/o Michelle Kellogg
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Re: Annexation Protest – Richardson Flats

Dear Ms. Kellogg:

Attached please find a copy of the Boundary Commission's Decision.

Sincerely,

Eve Furse
Summit County Clerk

**BEFORE THE SUMMIT COUNTY BOUNDARY COMMISSION
IN AND FOR SUMMIT COUNTY, STATE OF UTAH**

**IN THE MATTER OF THE PROTEST
OF HIDEOUT COMMUNITY
ADVANCEMENT AND
DEVELOPMENT, LLC**

**FINDINGS OF FACT &
CONCLUSIONS OF LAW**

Effective Date: February 16, 2022

On February 14, 2022, this matter came before the Summit County Boundary Commission ("*Commission*") on a protest by Hideout Community Advancement and Development, LLC ("*HCAD*") of the Annexation Petition for Southeast Quinns Junction (the "*Park City Petition*").

HCAD was represented by Bruce R. Baird. Park City Municipal Corporation ("*Park City*") was represented by Margaret D. Plane and Luke Henry from the Park City Attorney's Office. The Commission was represented by David L. Thomas, Chief Civil Deputy County Attorney.

Evidence and materials were presented by way of testimony, statements, documents and memorandum for consideration by the Commission. Having considered the evidence presented by all parties and the entire record relating to this Protest (defined below), the Commission rendered its decision following discussion and deliberation as part of its scheduled meeting and hearing on February 14, 2022, adopting a motion to DENY the Protest, with that decision to become final following the adoption of these findings and conclusions. The voting of the Commission on this matter was 7-0. In support of that decision, the Commission adopts the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. The Park City Petition was filed on October 15, 2021.
2. The Park City Petition includes Parcels SS-88 (166 acres), SS-87 (380 acres), PP-28-A (40 acres), SS-87-B (23 acres), SS-91-X (45 acres), SS-121-X (125 acres), PP-26-X (125 acres), and PP-26-A-1-AX (44 acres), as well as rights-of-way owned by the Utah Department of Transportation and Parcel SS-87-A-X (17 acres) owned by the United States of America, Bureau of Reclamation (together, the “*Annexation Area*”) (approximately 965 acres).
3. HCAD is the record title owner of Parcel SS-87-B, which is located within the Annexation Area.
4. HCAD filed a protest of the Park City Petition on November 24, 2021 (the “*Protest*”).
The Protest was timely filed. The Protest asserted the following:
 - a. HCAD is the record owner of Parcel SS-87-B.

- b. Parcel SS-87-B is “rural real property.”
 - c. HCAD did not sign its consent to the inclusion of Parcel SS-87-B within the Park City Petition.
 - d. To the extent Park City “believes it is holding an authorization, any such authorization is expressly withdrawn by this notice and protest.”
 - e. HCAD “reserves the right to seek all other legal and equitable remedies, including the right to raise other claims related to the deficiencies associated with the Annexation, including items raised by other protesters.”
5. Parcel SS-87-B is located within the Mountain Remote Zone District in the Snyderville Basin Planning Area.
6. The Mountain Remote Zone District has the following characteristics:
- a. “Intent: The purpose of the mountain remote (MR) zone district is to identify lands that, because of their location, accessibility, terrain, or other similar features, are not easily serviced by local service providers. Development shall be limited in these areas to minimize disturbance to the natural environment, lessen the fire danger, protect water supplies, protect wildlife, protect natural resources and viewsheds, and protect and promote open space values of the Snyderville Basin.” Summit County Code §10-2-6(A).
 - b. “Density: In areas that are not already platted, or otherwise entitled, the base density shall be one unit per one hundred twenty (120) acres on both developable lands and critical lands.” Summit County Code §10-2-6(B).

c. "Schedule of Uses: The table of uses sets forth the appropriate uses in this zone. In general, low density residential, recreational and agricultural and grazing uses are considered appropriate." Summit County Code §10-2-6(C).

d. Development within the Mountain Remote Zone District must comport with height and setback standards which are specific to the zone. Summit County Code §10-2-6(D) – (H).

e. The Use Table (Summit County Code §10-2-10) provides that:

i. Accessory Buildings (minor), Agriculture, Home Childcare, Accessory Dwelling Units, Home Based Businesses, Open Space, Recycling Facilities, and Telecommunication Facilities are Allowed Uses within the Mountain Remote Zone District and require a building permit to vest development rights.

ii. Childcare Facilities, Dwelling Units (agricultural employee, ridgeline overlay zone, single family attached, and single family detached), Helicopter (utility construction), Horse Boarding (private), Recreation and Athletic Facilities (private), Resort Operations (including replacement resort lifts and resort structures under 5,000 square feet), Signs, Structures in the Ridgeline Overlay Zone, Stealth Telecommunication Facilities, Neighborhood Trails, and Underground Utilities are Low Impact Uses within the Mountain Remote Zone District and require an administrative Low Impact Permit issued by the Community Development Director ("CDD") and a building permit to vest development rights.

iii. Accessory Buildings (major), Bed and Breakfast Inn, Campground, Cemetery, Childcare Center, Commercial Kennels, Hazardous Liquid or Materials Transmission

Pipelines, Historically Significant Structures (including adaptive reuse), Horse Boarding (commercial), Commercial Horse Stables and Riding Academy, Hotels (fewer than 16 rooms), Logging Camp, Mining, Wholesale Nursery, Commercial Recreation, Park and Ride Facility, Parks, Public Facilities, Public Recreation, New Resort Lifts or Runs, Resort Structures over 5,000 square feet, Ski Lifts and Runs (private), Telecommunications Facilities, Trailhead Parking, Utilities (above ground or major), and Vehicle Control Gate are Conditional Uses within the Mountain Remote Zone District and require an administrative Conditional Use Permit issued by the Snyderville Basin Planning Commission and a building permit to vest development rights.

f. The Mountain Remote Zone District is not a “holding zone” as characterized by HCAD. There is no evidence of such in the record of this Protest. The Snyderville Basin Development Code makes no such statement. Nor is there evidence that Open Space is not a valid Allowed Use which has value to a property owner.

7. Use determinations under the Snyderville Basin Development Code (Summit County Code, Title 10) are made by the CDD. Summit County Code §10-2-10.

8. Further, under the Snyderville Basin Development Code, the CDD is empowered to “make administrative interpretations pertaining to the operation and implementation of this title consistent with and in furtherance of chapter 1, “Program for Resort and Mountain Development,” of this title.” Summit County Code §10-9-10(D)(2)(b)(3).

9. Agriculture is an Allowed Use within all zone districts in the Snyderville Basin Planning Area.

10. The Eastern Summit County Planning Area has a series of specific agricultural zone districts: AG-5, AF-10, AG-20, AG-40, and AG-80. Summit County Code §11-3-2 thru 11-3-7. Agriculture is an Allowed Use within all zone districts in the Eastern Summit County Planning Area.

11. The Eastern Summit County Development Code (Summit County Code, Title 11), provides that the CDD is “responsible for interpreting the provisions of this title.” Summit County Code §11-7-11.

12. The CDD executed a declaration in which he provided interpretations of the two planning areas and their development codes, which interpretations are instructive to the Commission.

The Eastern Summit County Development Code covers the majority of the county and acknowledges traditional rural, agricultural, and small-town land uses. While Eastern Summit County planning district has zoning districts for residential, commercial and industrial uses, most of the land covered by the Eastern Summit County Development Code is under various agricultural districts. All these Agricultural zoning districts are primarily for agricultural use. However, they also allow subordinate uses, such as low-density residential development.

The Snyderville Basin Development Code covers the southwestern portion of Summit County. The land addressed in the Snyderville Basin Development Code is generally more directed to resort development, support commercial, and varying degrees of low-density residential development, than the land covered by the Eastern Summit County Development Code.

The Mountain Remote Zoning District is found in the Snyderville Basin Development Code. The fundamental purpose of the zoning district was to minimize disturbance, lessen fire danger, protect water supplies, protect wildlife, protect natural resources and viewsheds, and protect and promote open space. The zoning district exists to protect the natural environmental and open space values of the Snyderville Basin.

Like every other zoning district in Summit County, the Mountain Remote Zoning District allows agricultural use. It is among several allowed uses – it is not a primary purpose.

In the Mountain Remote Zoning District, agricultural use is a subordinate use, meaning it can occur but that is not what the zoning district was created for.

BASED on the totality of facts and circumstances presented by the evidence and the entire record considered as part of the decision, the Commission renders the following Conclusions of Law:

CONCLUSIONS OF LAW

1. The task of the Boundary Commission is to evaluate the protests of annexation petitions to ensure that such petitions substantively comply with Utah Code §10-2-415(8). Matter of Boundary Commission of Davis County, 737 P.2d 163, 165 (Utah 1987); Szathowski v. Bountiful City, 906 P.2d 902, 904 (Utah App. 1995).
2. In doing so, “the boundary commission may: (a) approve the proposed annexation, either with or without conditions; (b) make minor modification to the proposed annexation and approve it, either with or without conditions; or (c) disapprove the proposed annexation.” Utah Code §10-2-416(1).
3. However, the Boundary Commission may only entertain protests filed by claimants who qualify under the annexation statute. Utah Code §10-2-407; McKittrick v. Gibson, 2021 UT 48, ¶¶2, 17, 496 P.3d 147 (statutory claimant must have statutory standing to assert a claim). As applied to the Protest, a qualified claimant includes “an owner of rural real property.” Utah Code §10-2-407(1)(b).

4. Rural Real Property is defined as “an area: (a) zoned primarily for manufacturing, commercial, or agricultural purposes; and (b) that does not include residential units with a density greater than one unit per acre.” Utah Code §§ 10-2-401(j); 17B-2a-1107(1).

5. Parcel SS-87-B is zoned Mountain Remote. HCAD asserts that it is Rural Real Property because it is zoned primarily for agricultural uses, while Park City counters that it is not Rural Real Property because agricultural uses are a subordinate use and not the primary purpose of the zone. The resolution of this question regarding Rural Real Property is a threshold question to the Commission entertaining the Protest, as it bears directly upon statutory standing. Absent statutory standing, the Commission has no jurisdiction to adjudicate the Protest.

6. In order to determine whether Parcel SS-87-B is “zoned primarily for . . . agricultural purposes,” the Commission must evaluate the purpose of the Mountain Remote Zone District.

7. In statutory interpretation, courts attempt to give effect to the legislative intent of statutes as evidenced by the statute’s plain language. Summit Water Distribution Company v. Summit County, 2005 UT 73, 123 P.3d 437, 442; Jensen v. Intermountain Health Care, Inc., 679 P.2d 903, 906 (Utah 1984). This is because courts have determined that “[t]he best evidence of the [legislative] intent is the statute’s plain language.” Marion Energy, Inc. v. KFJ Ranch Partnership, 2011 UT 50, 267 P.3d 863, 866. In doing so, courts “interpret statutes to give meaning to all parts, and avoid rendering portions of the statute *superfluous*.” State v. Watkins, 2013 UT 28, 309 P.3d 209, 213 (emphasis added). “To do so, [courts] read the *plain language of the statute as a whole*, and interpret its provisions in *harmony with other statutes in the same*

chapter and related chapters.” State v. Barrett, 2005 UT 88, 127 P.3d 682, 689 (emphasis added).

8. While such rules of statutory interpretation and construction are instructive, here the legislative body of Summit County gave specific regulatory authority to the CDD to render interpretations of its development codes. Consequently, we cannot divorce our statutory analysis completely from the testimony of the CDD, but rather will include his interpretations as part of our overall interpretive analysis.

9. HCAD urges us to follow the holding in Price Development which asserts that an ordinance’s intent statement “provide[s] guidance to the reader as to how the act should be enforced and interpreted, but they are not a substantive part of the statute. They may be used to clarify ambiguities, but they do not create rights that are not found within the statute, nor do they limit those actually given by the legislation. Accordingly, we have said that we will not limit our interpretation of a statute by reference to a ‘general declaration of purpose actuating the legislature in passing the Act.’ Instead, we look to the statute as an operative whole in divining legislative intent.” Price Dev. Co., LP v. Orem City, 2000 UT 26, ¶23, 995 P.2d 1237. Price Development was a sales tax case, not an annexation case wherein the statute expressly seeks to know the “purpose” of the zone in order to determine statutory standing. Such makes Price Development of limited value. However, we agree with Price Development in that we should “look to the statute as an operative whole in divining legislative intent.”

10. We conclude that Park City’s analysis is more compelling than that of HCAD. The legislative body of Summit County certainly knows how to create zone districts whose primary

purpose is agriculture, as they did so within the Eastern Summit County Development Code. The CDD's testimony is helpful in understanding the basis of both development codes. HCAD spent its argument on the narrow issue of "use," while the annexation statute focused not on "use," but rather on "purpose." We cannot ignore the fact that there is an intent statement from the legislative body within the body of the Mountain Remote Zone District. Agriculture is not mentioned. Rather, the various purposes espoused by the CDD are stated therein.

11. The development density is determined by the number of residential dwelling units and the schedule of uses provides for "low density residential, recreational and agricultural and grazing uses." While HCAD focused on the Allowed Uses only, statutory construction would have us consider the entire Use Table, which also includes Low Impact and Conditional Uses. All three types of uses require administrative land use permits. Especially instructive to us is that Agriculture is an Allowed Use in all zone districts, not just in the Snyderville Basin, but in the Eastern Summit County Planning Area as well. With respect to the Snyderville Basin, this indicates that Agriculture is a subordinate use in all zones. Consequently, centering upon the Allowed Use of Agriculture is not compelling. Many of the "low density residential" and "recreational" uses mentioned in Summit County Code §10-2-6(C) are embedded in the Low Impact and Conditional Uses within the Use Table. The intent language in Summit County Code §10-2-6(A) marries well with these Low Impact and Conditional Uses. The Allowed Use of Open Space is also fully consistent with that intent language.

12. Based upon the plain language within the Snyderville Basin Development Code, as it relates to the Mountain Remote Zone District, and considering such as a whole, including the

express Intent, Density, and Schedule of Uses language within the Mountain Remote Zone, the Table of Uses, which provides a plethora of Allowed, Low Impact and Conditional Uses not centered upon Agriculture, the declaration of the CDD (who is empowered to interpret the development code), and an analysis of the Eastern Summit County Development Code, we conclude that the Mountain Remote Zone District was not primarily created for agricultural purposes. Consequently, we conclude that Parcel SS-87-B is not Rural Real Property.

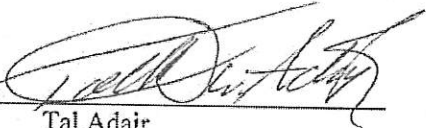
13. The Commission thusly concludes that HCAD does not have statutory standing to file a protest under Utah Code §10-2-407. The Protest is hereby DENIED.

This is the final administrative decision of the Summit County Boundary Commission and is appealable pursuant to Utah Code §10-2-417 within twenty (20) days of the Effective Date to the Third District Court of Summit County.

DATED this 16 day of February, 2022.

SUMMIT COUNTY BOUNDARY COMMISSION

By:


Tal Adair
Chair

APPROVED AS TO FORM:

David L. Thomas

David L. Thomas
Chief Civil Deputy

01175236 B: 2699 P: 0521

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Rhonda Francis Summit County Recorder

10/13/2021 10:18:14 AM Fee \$40.00

By PARK CITY TITLE

Electronically Recorded

GROUND LEASE

between

**UNITED PARK CITY MINES COMPANY
("Landlord")**

and

**PARK CITY MUNICIPAL CORPORATION
("Tenant")**

dated as of

April 30, 2010

GROUND LEASE

THIS GROUND LEASE (the "Lease") is made and entered into this 30th day of April, 2010 (the "Effective Date") by and between United Park City Mines Company, a Delaware Corporation ("Landlord") and Park City Municipal Corporation, a political subdivision in the State of Utah (the "City" or "Tenant"). Landlord and Tenant are sometimes collectively referred to as the "Parties."

RECITALS

A. The Parties are signatories to an Amended & Restated Development Agreement dated March 2, 2007 (the "Development Agreement").

B. Section 3.1 and related Schedule 3.1 of the Development Agreement contain certain provisions related to a 30-acre parcel which is to be deeded or leased to the City. This Lease is in fulfillment of, and is implemented pursuant to, those provisions.

C. The Premises described herein are subject to the requirements of that certain Consent Decree (the "Consent Decree") between United Park City Mines and the United States Environmental Protection Agency approved by the United States District Court for the District of Utah on October 4, 2007, a copy of which has been provided to Tenant by Landlord.

TERMS & CONDITIONS OF LEASE

NOW THEREFORE, in consideration of the mutual promises of Landlord and Tenant, and for other good and valuable consideration, Landlord and Tenant agree as follows:

1. LEASED PREMESIS AND RENT

1.01 For the payment of One Dollar (\$1.00), Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that improved parking lot and surface use rights as defined herein on the parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all improvements thereon and appurtenances related thereto (collectively, the "Premises"). Nothing herein shall be interpreted to include any Hazardous Material within the Premises.

1.02 Except for: 1) the existing Development Improvement Agreement with Summit County dated July 18, 2008, and the associated Parking Lot Pavement Warranty (as described in the letter from Derek Radke, Summit County Engineer, dated February 2, 2010), which obligations shall remain with Landlord; 2) as otherwise expressly provided in this Lease; and 3) subject to the Landlord's indemnity in Section 7.03 below; Tenant hereby accepts the Premises from Landlord on an "AS-IS," "WHERE-IS" basis, without any representations or warranties from Landlord, and subject to all physical conditions of the Premises, whether known or unknown.

2. DURATION OF LEASE

2.01 The term of this Lease shall commence on the date hereof and shall continue for a period of Ninety-Nine (99) years (the "Term").

2.02 Tenant may by right extend the term of this Lease on the same terms and conditions as provided herein for an additional term of Ninety-Nine (99) years (the "Renewal Term") by sending Landlord written notice of the exercise of this renewal option not less than 12 months prior to the expiration of the Initial Term. Upon such receipt of written notice, the Lease shall be renewed for the Renewal Term.

3. USE OF THE PREMISES, AND LANDLORD'S RESERVED RIGHTS AND OBLIGATIONS

3.1 The Premises shall be used by the Tenant only for ball fields or similar recreational spaces, and improvements related thereto, and parking (the "Permitted Uses"). Landlord has constructed a Park & Ride facility and related improvements on the Premises comprising 750 parking spaces which will accommodate (i) segregated Montage Hotel and Empire Pass parking (up to 100 spaces) the access and use of which is reserved to Landlord, and (ii) parking for the City (up to 650 spaces) which may also be used by the City for reasonable ancillary uses such as special events. This parking area also serves as the location for Montage Hotel construction parking, and the Landlord or Montage Hotel shall be responsible for providing or arranging construction parking shuttles. Landlord has the exclusive right to name the ball fields or similar recreational spaces, and will not select a name that is inappropriate.

3.2 Subject to the use rights and restrictions specified herein, Tenant shall control the use of and access to the Premises. Landlord shall have access to the Premises as may be necessary to conduct restoration and reclamation activities including, without limitation, any activities directed by any federal or state agency with jurisdiction over the Premises.

3.3 Landlord shall not perform any act or omission in relation to the Premises that is materially inconsistent with or which will materially impair Tenant's actual utilization of the permitted uses under this Lease; provided, however, that nothing in this provision shall be construed to prevent Landlord from complying with any Environmental Law or any other applicable law, rule, regulation or order. Landlord shall provide Tenant written notice of any certificate of completion, violation notice, or any material modification of the Consent Decree in relation to the Premises.

4. COSTS AND EXPENSES

Tenant shall, during the Term of this Lease, be responsible for and shall pay all costs and expenses of any kind or nature whatsoever related to the Premises and the use, occupancy, improvement and operation thereof, including, without limitation, all assessments, utilities, taxes, operating and maintenance costs, and other charges, costs and expenses of every kind and nature whatsoever, extraordinary as well as ordinary. The precise layout and costs of any kind associated with the ball fields or similar recreational spaces, and improvements related thereto, are the Tenant's responsibility.

5. LIENS

Tenant shall not permit any lien to be filed against the Premises or any interest of Landlord or Tenant that remains more than sixty (60) days after it has been filed. Tenant shall cause any such lien to be discharged of record by payment, deposit, bond, order if a court of competent jurisdiction, or as otherwise permitted by law. If Tenant fails to cause such lien to be discharged within the 60-day period, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the lien by paying the amount in question. Tenant may, at Tenant's expense, contest the validity of any such asserted lien, provided Tenant has furnished a bond in an amount sufficient to release the Premises from such lien. Any amounts paid by Landlord to discharge such liens shall be deemed to be an additional Ground Lease Fee payable by Tenant upon demand.

6. MAINTENANCE AND USE

6.01 Tenant shall, at Tenant's sole expense, use, occupy, operate and maintain the Premises in accordance with applicable laws, and consistent with the terms of this Lease and the Consent Decree, and in accordance with all Environmental Laws applicable to Tenant's use, occupancy, operation, and maintenance of the Premises. Tenant shall take no action or make no omission that shall exacerbate any condition relating to Hazardous Materials that may exist on the Premises or its surrounding environs.

6.02 In the event that Landlord is required by any federal or state agency having jurisdiction over the Premises to conduct any response action, maintenance, or other work on the Premises, Tenant shall accommodate and provide Landlord reasonable access to complete any such action, maintenance or work.

6.03 Tenant shall neither cause nor permit any Hazardous Materials to be used, generated, stored, transported, handled or disposed of in or about the Premises at any time following the Effective Date, unless thereafter expressly authorized to do so by Landlord in a manner that is consistent with the Consent Decree and the 2005 Memorandum of Understanding between Tenant and Landlord.

7. RELEASE AND INDEMNIFICATION

7.01 Landlord shall not be liable to Tenant and Tenant hereby releases, agrees to hold harmless, and waives all claims and causes of action against the Landlord for any injury to or death of any person or damage to or destruction of property in or about the Premises arising by or from any use, occupancy, operation or maintenance by Tenant of the Premises pursuant to this Lease, except to the extent resulting from any Environmental Conditions, or any negligence or intentional torts of Landlord.

7.02 Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs),

statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term or the Renewal Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any Environmental Conditions, or any negligence or intentional torts of Landlord, or any injury to or damage to the person, property or business of any Tenant Party or any other person or entity.

7.03 Landlord shall indemnify, protect and hold Tenant harmless from, and shall defend Tenant against, any and all Environmental Claims arising out of or incurred in connection with the violation of any Environmental Law by Landlord. Notwithstanding the foregoing, Landlord shall have no duty, liability or responsibility to Tenant to the extent that any Environmental Claim arises out of or is based on any action or omission by Tenant that directly or indirectly exacerbates any condition relating to Hazardous Materials that may exist on the Premises or its surrounding environs.

7.04 The foregoing indemnity obligations shall include reasonable attorneys' fees and all other reasonable costs and expenses incurred by reason of any of the foregoing. The provisions of this Paragraph 7 shall survive the expiration or earlier termination of this Lease with respect to any damage, injury or death occurring prior to such expiration or termination. Nothing herein shall limit or waive any defense or limitation of the Utah Government Immunity Act.

8. INSURANCE

8.01 Tenant will maintain, and/or cause to be maintained, at no cost to Landlord, public general liability and umbrella and/or excess insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Premises with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) in an amount to be reasonably designated from time-to time by Landlord, with an initial designation of not less than Five Million Dollars (\$5,000,000.00), for total claims for any one occurrence.

8.02 All policies of insurance carried by Tenant pursuant hereto shall be issued by insurance companies which have a Best's Rating of "A-IX" or better and which are qualified to do business in the State of Utah. Landlord shall be named as an "additional insured" on Tenant's policies. Insurance certificates evidencing Tenant's compliance with the insurance requirements herein shall be delivered to Landlord prior to delivery of possession of the Premises to Tenant, within ten (10) days after renewal of any policy of insurance, and within thirty (30) days after written request by Landlord. All policies of insurance or certificates thereof delivered to Landlord must specify thereon the amount of deductible, if any, and shall contain a provision that the company writing the policy shall give to Landlord thirty (30) days' advance written notice of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All liability and property damage and other casualty policies shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord or any other party may carry respecting the Premises.

8.03 From time-to-time as determined by Landlord, Landlord may review the nature, type extent, levels of insurance coverage, and any other insurance related matter to update the insurance requirements of this Lease to be generally consistent with insurance customarily being maintained by comparable properties with comparable uses, which determinations by Landlord shall be final and binding on the Parties.

9. DEFAULT AND REMEDIES

9.01 Events of Tenant's Default. Tenant shall be in default under this Lease if any of the following occurs: Tenant shall have failed to perform any material obligation, term, covenant or condition of this Lease to be performed by Tenant, and Tenant fails to substantially cure same within sixty (60) days after written notice from Landlord, delivered in accordance with the provisions of this Lease, specifying the nature of such default, where such failure could reasonably be cured within said sixty(60)-day period: provided, however, that where such failure could not reasonably be cured within said sixty(60)-day period, that Tenant shall not be in default unless it has failed to promptly commence and thereafter continue to make diligent and reasonable efforts to substantially cure such failure as soon as practicable.

9.02 Landlord's Remedies. In the event of Tenant's default, Landlord may, at Landlord's election, enforce all of its rights and remedies at law or in equity, including the right to recover sums as they become due by appropriate legal action or proceed in equity or at law to compel Tenant to perform its obligations and/or to recover damages proximately caused by such failure to perform.

9.03 Landlord's Default and Tenant's Remedies. In the event Landlord fails to perform any material term, covenant or condition of this Lease to be performed by Landlord, and Landlord fails to substantially cure such default within sixty (60) days after written notice from Tenant, delivered in accordance with the provisions of this Lease, specifying the nature of such default, where such default could reasonably be cured within said sixty (60) day period, or fails to commence such cure within said sixty (60) day period and thereafter continuously with due diligence prosecute such cure to completion where such default could not reasonably be cured within said sixty (60) day period, then Tenant may, at its option proceed in equity or at law to compel Landlord to perform its obligations and/or to recover damages proximately caused by such failure to perform.

10. SUBLETTING AND ASSIGNMENT

10.01 Tenant shall not, without the prior written consent of Landlord, which consent may be withheld for any reason, (a) assign this Lease or any interest hereunder, or (b) permit any assignment of this Lease by operation of law. Tenant may not sublet the Premises or any part thereof and may permit the use or occupancy of all or any part of the Premises by any parties other than Tenant, its agents, employees and invitees without the consent of Landlord. Temporary or seasonal licenses for parking use with Montage or similar employee, ski resort or master festival/special event users shall not require prior written consent, provided that such do not interfere with the uses and access described in Section 3.1.

10.02 Landlord shall cause any transferee of Landlord's interest in the Premises to assume Landlord's obligations under this Lease, and shall provide Tenant with advance written notice of such transfer.

11. ENVIRONMENTAL DEFINITIONS

(a) "Environmental Claim" means any claim for damages, personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any other governmental entity, employee, former employee, or their respective legal representatives, heirs, beneficiaries and estates, relating to the Premises and arising or alleged to arise under any Environmental Law and resulting from the presence of Hazardous Material in existence prior to the Effective Date.

(b) "Environmental Conditions" shall mean any Hazardous Material subject to the Consent Decree on, under, or related to the Premises, except to the extent exacerbated by the use, occupancy, operation, or maintenance of the Premises by Tenant.

(c) "Environmental Law" means any federal or state statute, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(d) "Hazardous Material" is defined to include any chemical or hazardous or toxic substances, material or waste which is or becomes regulated by the State of Utah, or the United States Government, including, without limitation, petroleum, asbestos, lead, PCBs, hazardous substances and hazardous wastes.

12. QUIET ENJOYMENT

Landlord, subject to the provisions hereafter set out, warrants that Landlord will not disturb Tenant's quiet possession or enjoyment of the Premises throughout the Term and the Renewal Term, provided Tenant is not in default in performance of any of the covenants or conditions of this Lease.

13. CAPTIONS/NUMBER/GENDER

The headings of the Sections contained herein are for convenience only and do not define, limit, or construe their contents. When required by context, the singular includes the plural, and the neuter gender includes a person, corporation, firm or association.

14. NOTICES

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall, except as otherwise provided herein, not be deemed to be given or served unless such notice is in writing and personally delivered, or forwarded by certified or registered mail, or sent for next-day delivery through a courier or delivery

company maintaining delivery records and providing nationwide service, addressed to the following addresses:

If to Landlord:

United Park City Mines
1850 Sidewinder Drive, 2nd Floor
P.O. Box 4349
Park City, Utah 84060
Attn: David J. Smith

If to Tenant:

Park City Municipal Corporation
1354 Park Avenue
P.O. Box 1480
Park City, Utah 84060
Attn: Mark Harrington

Either Party may change such address by written notice to the other given at least ten (10) days prior to the effective date of the change.

15. RELATIONSHIP TO THE PARTIES

Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

16. CONSENT OF LANDLORD AND TENANT

Except as otherwise provided in this Lease, wherever Landlord or Tenant is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld conditioned or delayed. This Paragraph 16 shall not apply to Paragraph 10.

17. SUCCESSORS

All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of the respective successors, grantees and assigns of the Parties.

18. SEVERABILITY

If any term or provision of this Lease or the application of it to any person or circumstance shall to any extent be held by a court in an action between the Parties or otherwise affecting this Lease to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall

not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

19. AUTHORITY

The individuals who execute this Lease represent and warrant that they are duly authorized to execute this Lease on behalf of Landlord or Tenant, as the case may be, that the Parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Lease.

20. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Utah.

21. WAIVER

A waiver of any breach, default or condition shall not be a waiver of any other breach, default or condition. Landlord's consent to, or approval of, any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

22. SURRENDER

On the last day or sooner termination of the Term or the Renewal Term of this Lease, Tenant shall quit and surrender to Landlord the Premises, and any permanent improvements located thereon, provided, however, that notwithstanding anything in this Lease to the contrary, Tenant shall have the right, but not the obligation, at the end of the term, to remove any improvements made, constructed or installed by Tenant upon the Premises, provided that such removal shall be accomplished within thirty (30) days following the end of the term.

23. FEDERAL COMPLIANCE OBLIGATIONS

23.01 Access to Records. The following access to records requirements apply to this Lease:

(a) Where the Tenant is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Landlord agrees to provide the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Landlord which are directly pertinent to this Lease for the purposes of making audits, examinations, excerpts and transcriptions. Landlord agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(b) Landlord agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this Lease, except in the event of litigation or settlement of claims arising from the performance of this Lease, in which case Landlord agrees to maintain same until the Tenant, the FTA Administrator, the Comptroller

General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

23.02 No Obligation by the Federal Government

(a) Landlord and Tenant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of any underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Tenant, Landlord, or any other party (whether or not a party to that contract) pertaining to any matter resulting from any underlying contract.

(b) Landlord agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified, except to identify any sub-tenant who will be subject to its provisions.

23.03 Program Fraud and False or Fraudulent Statements or Related Acts

(a) Tenant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, may apply to its actions pertaining to use of the Premises. Upon execution of the underlying Lease, Landlord certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, to the Federal Government pertaining to the underlying Lease. In addition to other penalties that may be applicable, the Landlord further acknowledges that if it knowingly and willingly makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government directly pertinent to the underlying lease, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Tenant to the extent the Federal Government deems appropriate.

(b) Landlord also acknowledges that if it knowingly and willingly makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government has the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Landlord, to the extent the Federal Government deems appropriate.

23.04 Suspension and Debarment. This Lease is a covered transaction for purposes of 49 CFR Part 29. As such, the Tenant is required to verify that none of the Landlord, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The certification in this clause is a material representation of fact relied upon by the Tenant. If it is later determined that Landlord knowingly rendered an erroneous certification, in addition to remedies available to it the certification in this clause is a material representation of fact relied upon by the Tenant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Landlord agrees to comply with the requirements of 49 CFR 29, Subpart C during the term of this Lease.

23.05 Civil Rights. The following requirements apply to the Lease:

(a) Nondiscrimination -In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Tenant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Tenant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the Lease:

(i) Race, Color, Creed, National Origin, Sex -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49.

U.S.C. § 5332, the Tenant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Tenant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Tenant agrees to comply with any implementing requirements FTA may issue.

(ii) Age -In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Tenant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Tenant agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities -In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Tenant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Tenant agrees to comply with any implementing requirements FTA may Issue.

(iv) Tenant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

23.06 Lobbying. The Parties understand and agree that Landlord's ability to enter into this Lease is subject to the Landlord's certification regarding lobbying, as outlined in Exhibit B.

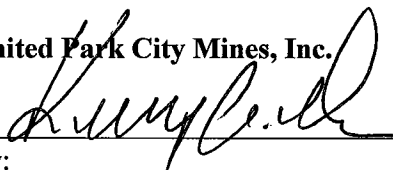
23.07 Federal Changes. Landlord shall at all times comply with the applicable FTA regulatory provisions as contained in this Section 23, and as the same may be amended or promulgated from time to time during the Term of the Lease.

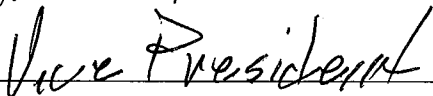
23.08 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Lease. Landlord shall not perform any act, fail to perform any act, or refuse to comply with any Tenant requests which would cause Tenant to be in violation of the FTA terms and conditions in this Lease.

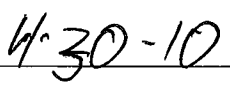
IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

Landlord:

United Park City Mines, Inc.

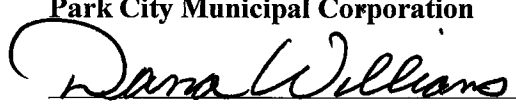
By: 

Its: 

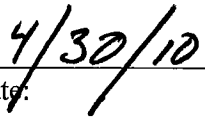
Date: 

Tenant:

Park City Municipal Corporation

By: 

Its: 

Date: 

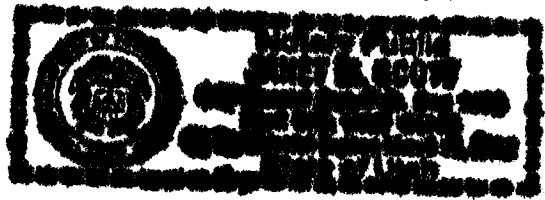
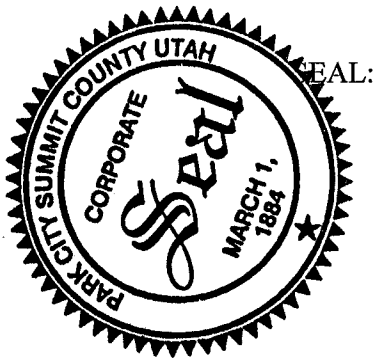
STATE OF UTAH
COUNTY OF SUMMIT

I hereby certify that on this 30 day of April, 2010, before the subscribed, a Notary Public of the State of Utah, and for the County of Summit, personally appeared DANA WILLIAMS for the Tenant who did acknowledge the foregoing instrument to be his/her Act.

In testimony whereof,
I have affixed my official seal.

James M. Scott
NOTARY PUBLIC

My Commission Expires: 3/11/12



STATE OF UTAH
COUNTY OF SUMMIT

I hereby certify that on this 30th day of April, 2010, before the subscribed, a Notary Public of the State of Utah, and for the County of Summit, personally appeared Kerry Gre for the Landlord who did acknowledge the foregoing instrument to be his/her Act.

In testimony whereof,
I have affixed my official seal.

Lonnie J. Hoggan
NOTARY PUBLIC

My Commission Expires: June 3, 2012

SEAL:

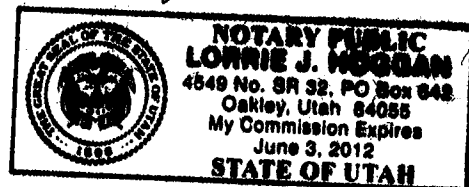


Exhibit A

**RICHARDSON FLAT
30-ACRE PARCEL**

A parcel of land located in the west half of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point that is South 00°34'37" West 1576.63 feet along section line and East 945.28 feet from the northwest corner of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 77°11'28" East 994.74 feet; thence South 34°18'26" East 855.13 feet; thence South 57°47'58" West 285.31 feet; thence South 10°16'00" East 253.35 feet; thence South 79°44'00" West 60.00 feet; thence North 10°16'00" West 229.19 feet; thence South 57°47'58" West 172.70 feet; thence North 77°12'02" West 1251.75 feet; thence North 12°48'25" East 951.79 feet to the point of beginning.

SS-87

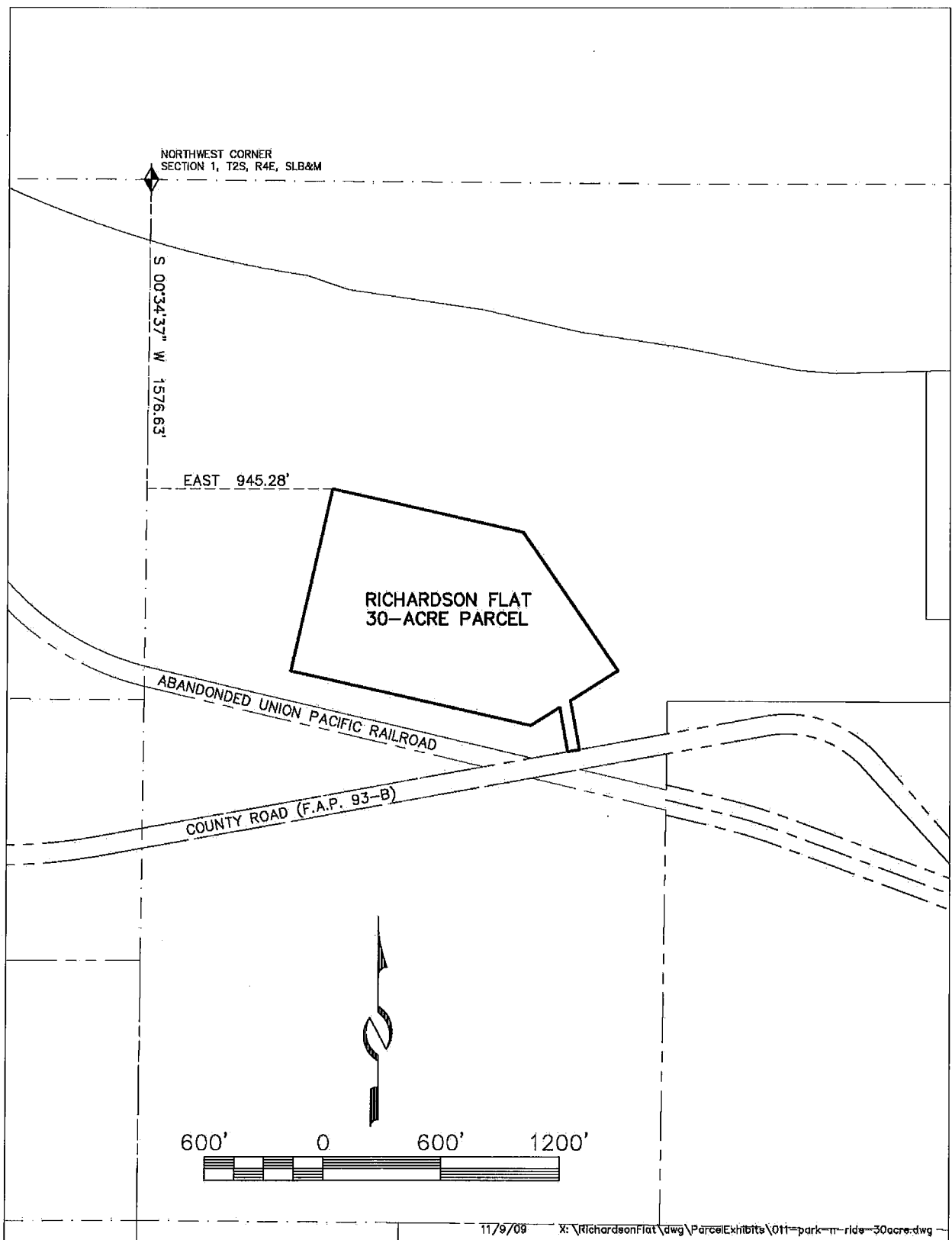


Exhibit B

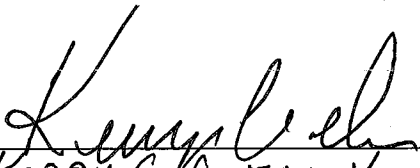
49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING

The undersigned Landlord certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

This certification is a material representation of fact upon which reliance was placed when this Lease was made or entered into. Submission of this certification is a prerequisite for making or entering into this Lease imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Landlord certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Landlord understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


LARRY C. GOFF, Vice Pres.
4-30-10

Signature of Landlord's Authorized Official
Name and Title of Landlord's Authorized Official
Date

Planning Commission Staff Report



Subject: National Ability Center's Mountain Center
Subdivision
Author: Alexandra Ananth, Sr. Planner
Date: April 27, 2022
Type of Item: Administrative – Subdivision

Recommendation

(1) Review the National Ability Center's Mountain Center Subdivision; (2) hold a public hearing; and (3) consider forwarding a positive recommendation for City Council's consideration on May 26, 2022, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinance (Exhibit A).

Description

Applicant: National Ability Center (NAC)
Location: 1431 Lowell Avenue, Park City Mountain Resort
Zoning District: Recreation and Open Space
Adjacent Land Uses: Resort, Open Space, Commercial, Residential
Reason for Review: Subdivisions require Planning Commission recommendation and City Council action¹

Abbreviations

CUP	Conditional Use Permit
LMC	Land Management Code
NAC	National Ability Center
PCMR	Park City Mountain Resort
ROS	Recreation and Open Space

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

Summary

The Applicant proposes to create one Lot of Record for the National Ability Center's Mountain Center operations building at the base of Park City Mountain Resort (PCMR). The Lot is located in the [Recreation and Open Space](#) (ROS) District and will continue to be owned by VR CPC Holdings Inc., but will be leased to the NAC for the construction and use of their new Mountain Center operations building.

In addition to the Subdivision, the building requires a Conditional Use Permit (CUP) as a Ski Base Facility building, greater than 600 sq. ft., which is being processed concurrently with this Subdivision application. This Staff Report focuses on the Subdivision only. The CUP will be conditioned upon approval and recordation of the

¹ LMC [§ 15-7.1-2\(B\)](#).

Mountain Center Subdivision.

Background

The National Ability Center is seeking to construct a new operations building to replace the existing office trailer located at PCMR. The Applicant is seeking to create a Lot of Record for the new building, requiring a one Lot Subdivision.

The existing NAC trailer located on PCMR property is approximately 1,800 square feet and has reached the end of its useful life. The new building is 9,410 square feet and will include a check-in area and waiting lounge, ADA accessible restrooms, a fit room for program participants, equipment storage, and facilities for training and education.

A Work Session for this project was held on March 23, 2022 ([Minutes](#) p. 3-10). At the Work Session the Planning Commission discussed that although the site is in the Sensitive Lands Overlay, since the site has previously been disturbed, is not considered a Steep Slope, Ridgeline, wetland or stream corridor, or wildlife habitat area, a SLO submittal would not be required for this application.

The proposed Lot is not a development parcel subject to the 1998 Park City Mountain Development Agreement (DA), and this Subdivision does not amend the DA, or have any bearing on other applications under the DA.

Analysis

The Planning Commission holds a public hearing and makes a recommendation to City Council; the City Council reviews and acts on Subdivision Plats.²

(I) The proposed Subdivision complies with the [Recreation and Open Space](#) (ROS) Zoning District requirements.

The purpose of the Recreation and Open Space (ROS) District is to:

- A. establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets, and Parking Lots,
- B. permit recreational Uses and preserve recreational Open Space land,
- C. encourage parks, golf courses, trails, and other Compatible public or private recreational Uses, and
- D. preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridgelines, meadows, stream corridors, and forests.
- E. encourage sustainability, conservation, and renewable energy.

The NAC is seeking a one lot Subdivision to create a lot for the location of their proposed Mountain Center operations building. There is no Minimum Lot Size in the ROS Zoning District. The proposed lot is 20,457 square feet.

² LMC [§ 15-7.1-2](#).

Building Setbacks are 25-feet from all property lines and public Right-of-Way. This is reviewed further in the CUP Staff Report, but the Applicant will be able to comply with all Setback and Building Height requirements.

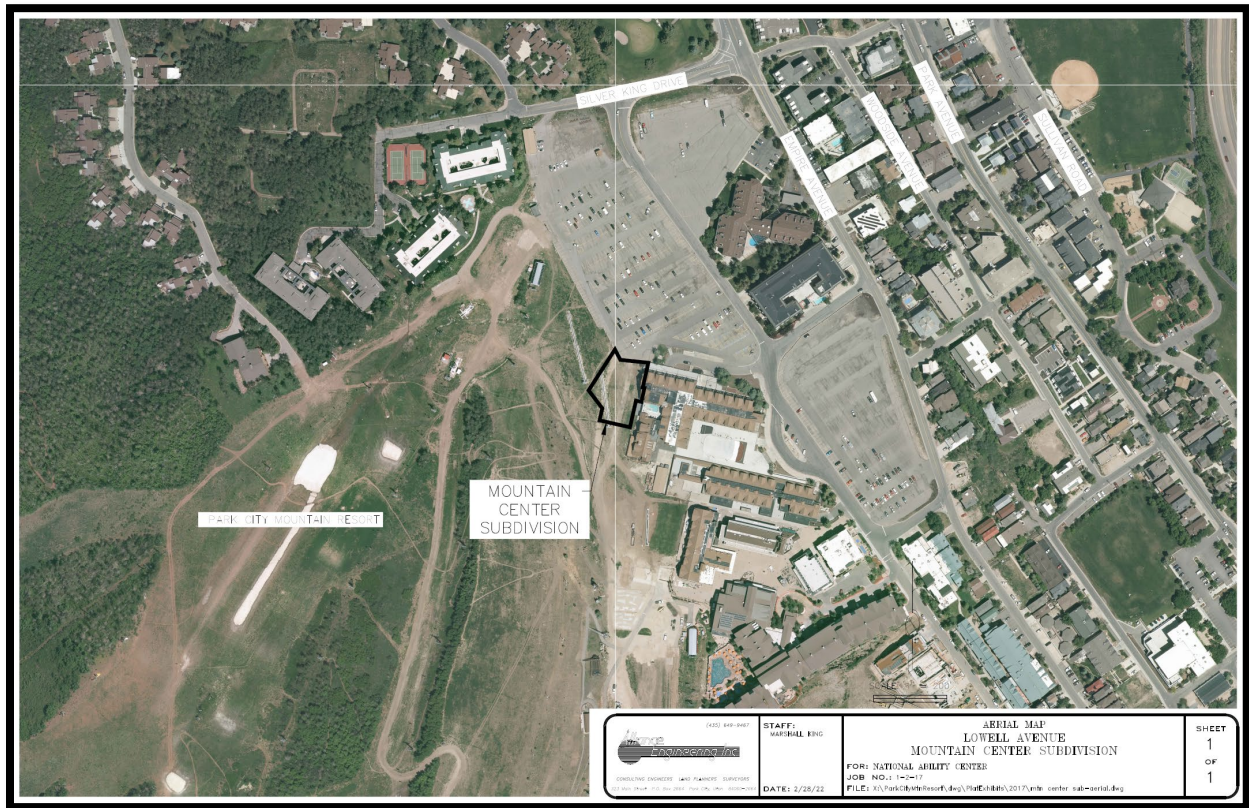


Figure 1: Applicant's Aerial Map showing the location of the Mountain Center Subdivision.

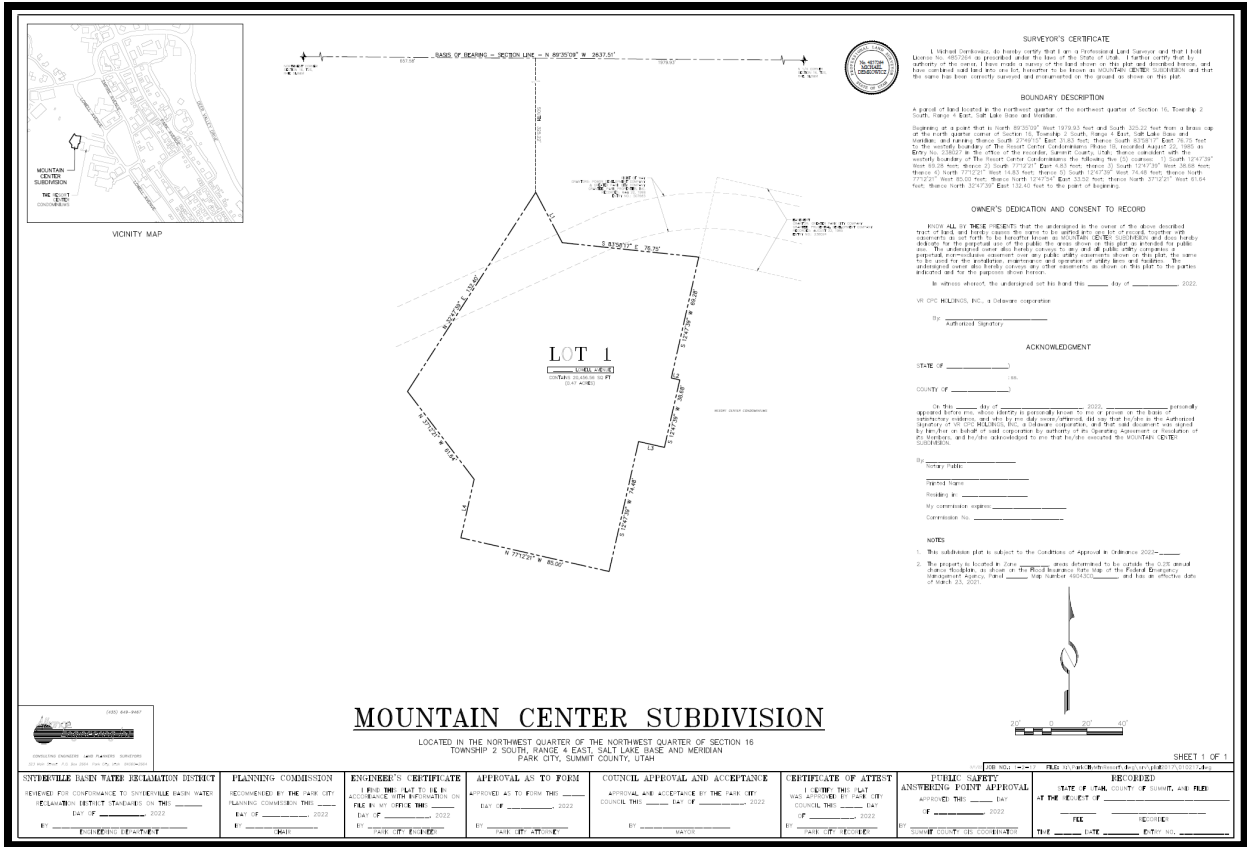


Figure 2: Applicant's proposed Subdivision.



Figure 3: Applicant's photo of existing conditions.

Vehicular access to the site is via the Resort's existing surface parking lot (at the top of the First-Time lot) immediately west of the entrance driveway to the garage underneath the Resort Center Condominiums and includes a new 70-foot cul-de-sac turnaround with four short-term parking stalls for NAC drop-off and loading and includes one ADA Van accessible stall.

The Applicant has submitted a draft (unsigned) Easement Agreement between VR CPC Holdings Inc., the Resort Center Condominium Owners Association, and the NAC, collectively referred to as the "Parties," allowing for access and utilities in the easement area. The Easement clarifies that no parking is allowed in the easement area except for parking for the NAC during the winter ski season only.

Under the existing conditions of the PCMR surface parking lots, the project requires the extension of the existing access lane (noted as "Fire Access Lane" in Figure 4 below) to the NAC site. This includes the removal and replacement of five Resort parking stalls at the top of the First-Time parking lot (see Figure 4).

If the PCMR base mountain development project (PEG) is approved as currently proposed, no parking would be removed as all parking would be in garage structures, and access to the site would not change for vehicles or pedestrians except that PEG's plan includes a 12-foot wide Multi-Use Path on the north side of Shadow Ridge Extension (not currently shown in Figure 5 below but shown in Figure 6), which would formalize and improve access to the proposed Lot.

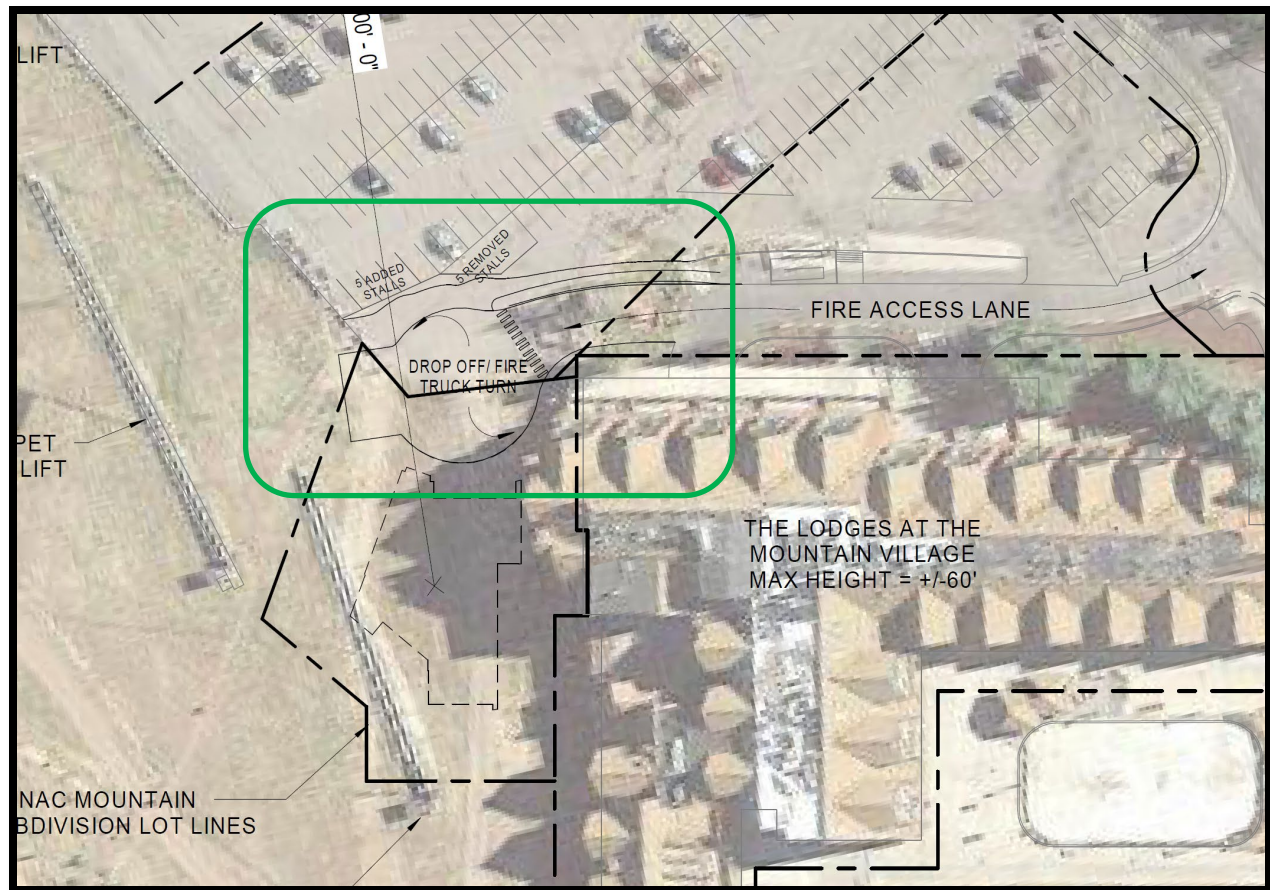


Figure 4: Applicant's proposed access under existing conditions. The area outlined in green shows the extension of the existing fire access lane to the NAC drop-off area and Firetruck turnaround.



Figure 5: Applicant's proposed access under PEG's proposed plans (although the turnaround area has since been reconfigured from a hammerhead to a cul-de-sac shape and a 12-foot wide Multi-Use Path has been added along Shadow Ridge Extension from Lowell Avenue to the NAC).

Under existing conditions, parking for the use would be accommodated in the Resort's handicap and regular parking stalls, as is the current operation. If the PEG project is approved, parking would occur in the Resort's garages, both in the handicap and general-purpose parking stalls. The garage under proposed Building B would be the most proximate to the NAC, with elevator access to Lowell Avenue. NAC guests would then cross Lowell Avenue and Shadow Ridge to the proposed Multi-Use Trail/sidewalk shown in green in Figure 6 below, to access the NAC Lot.

Under existing conditions at the base area, there are few sidewalks, and the bus stop lacks handicap access into the base area village. If the PEG project is approved the bus stop would be improved to include handicap access into the base area village and the sidewalk infrastructure will be improved.

Staff notes that as the Applicant is minimally extending an existing drive lane for access to the Lot, and the NAC project should not significantly limit a redesign of the PEG project if that were to happen.



Figure 6: PEG's proposed pedestrian access plan showing a Multi-Use Trail connecting the garage to the NAC Lot (indicated with a red star).

Per LMC [§ 15-3-6\(B\)](#) and [§ 15-4-18](#), Ski Base Facility Uses do not have a specific parking calculation per the table in [§ 15-3-6\(B\)](#), but are required to present a parking, traffic, and transportation plan for review and approval by the Planning Commission.

The NAC has indicated that on average they have approximately 20 participants in the morning and 20 participants in the afternoon. The NAC has indicated that they typically have 30 total staff and volunteers on site. 75% of staff park in the parking lots at PCMR (approximately 20 stalls) and 25% of staff walk or take the bus to the resort. On a typical day, the NAC also uses up to 20 handicap parking stalls at the Resort.

At the Work Session on March 23, 2022, the NAC stated that the new building, although significantly larger in size than the existing trailer, is needed to operate the NAC's programs and store specialized equipment and is not necessarily about increasing the number of participants served.

The NAC submitted a Parking Plan (Exhibit D) indicating that NAC employees and participants have used the free Resort parking for the past 37 years. Upon completion of the new operations building, in addition to Resort parking, they plan to operate shuttles from their Quinn's Junction location to the Resort, for staff and program participants, which could significantly reduce their parking demand at the Resort.

(II) Staff recommends Conditions of Approval to comply with LMC § 15-7.3-2, [General Subdivision Requirements](#).

The Planning Commission and City Council have the authority to regulate the Subdivision of land and to attach reasonable conditions to the Subdivision.³ The Planning Commission also must take into consideration requirements of the Land Management Code, the General Plan, and Sensitive Lands Overlay, including the topography and natural features of the Property.

Land Management Code [§ 15-7.3-2](#) requires the following for Subdivisions:

Requirement	Proposal
The Subdivision name must not duplicate the name of any other Subdivision in Summit County	Complies Staff confirmed with Summit County that <i>Mountain Center Subdivision</i> does not duplicate any existing Subdivision names.
Limits of Disturbance	N/A The entire Lot has been previously disturbed, and the Planning Department is not recommending Limits of Disturbance.
Roads and Utility Lines	Condition of Approval The extension of the roadway access and all new utility lines shall be designed to

³ LMC [§ 15-7-6](#).

	work with the grade and meet City Engineering Department requirements.
Open Space	N/A There are no Open Space requirements in the ROS Zoning District.
Drainage Ways	Condition of Approval Drainage shall be designed and maintained to meet the requirements of the City's Engineering Department.
Soil conditions and groundwater existence shall be considered	Condition of Approval The property is not within the Soils Ordinance. If the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
Architectural Standards	Complies The proposed structure meets the City's Architectural Design Guidelines.
Fire Sprinkling	Condition of Approval Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.

(III) Staff recommends Conditions of Approval to comply with LMC Section 15-7.3-3, [General Lot Design Requirements](#).

Land Management Code [§ 15-7.3-3](#) requires the following for Subdivisions:

Requirement	Proposal
The Lot arrangement shall be such that there will be no foreseeable difficulties in providing reasonable driveway Access	Complies The proposed Subdivision allows for reasonable driveway Access.
The building envelope shall minimize disturbance of existing vegetation	N/A There is no Significant Vegetation on the proposed Lot.
Square Footage, Building Height and Lot Size	Complies There is no square footage or Lot Size restrictions in the ROS Zoning District. The building will comply with the maximum allowed Building Height for the ROS Zoning District.
Lot drainage shall be laid out to provide positive drainage away from all Buildings in accordance with the International Building Code	Condition of Approval Drainage shall be designed and maintained to meet the requirements of the City's Engineering Department.

Limits of Disturbance and Vegetation Protection	Condition of Approval The entire Lot has been previously disturbed, and the Planning Department is not recommending Limits of Disturbance.
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(IV) There is Good Cause for the Mountain Center Subdivision because the subdivision creates a Lot of Record and allows the NAC to exercise a long-term lease with the Resort for the construction of their Mountain Center operations building which serves a need in the Park City community.

The Planning Commission shall make a finding as to Good Cause prior to making a positive recommendation to City Council.⁴ Land Management Code [§ 15-15-1](#) defines *Good Cause* as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include things such as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds Good Cause for this Subdivision as the creation of the Lot will allow for the NAC to finance and construct their new Mountain Center operations building, replacing the existing trailer which has exceeded its useful life, and allowing for needed space in which to operate their programs. The Lot will be owned by VR CPC Holdings, Inc., and leased to the NAC. The Lot meets all LMC ROS, and Subdivision requirements and staff is recommending Conditions of Approval in the proposed draft Ordinance to mitigate any real or perceived issues. (Exhibit A).

Department Review

The Development Review Committee, including Planning, Engineering, and Legal Departments reviewed this application on March 15, 2022, and did not identify any significant issues of concern.

Public Input

Public input received to date is attached as Exhibit E.

Exhibits

- Exhibit A: Draft Ordinance and Subdivision
- Exhibit B: Applicant’s Project Intent
- Exhibit C: Unsigned Access and Utilities Easement
- Exhibit D: Applicant’s Parking Plan
- Exhibit E: Public Input

⁴ LMC [§ 15-7.1-6\(C\)](#)

Ordinance No. 2022-XX

**AN ORDINANCE APPROVING THE MOUNTAIN CENTER SUBDIVISION, LOCATED
AT
1431 LOWELL AVENUE, PARK CITY, UTAH**

WHEREAS, the owners of the property located at 1431 Lowell Avenue petitioned the City Council for approval of the Mountain Center Subdivision to create a 0.47-acre Lot for the National Ability Center's Mountain Center operations building; and

WHEREAS, on April 13, 2022, the *Park Record* published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on April 13, 2022, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on April 27, 2022, the Planning Commission reviewed the proposed Mountain Center Subdivision and held a public hearing; and

WHEREAS, on April 27, 2022, the Planning Commission forwarded a positive recommendation for City Council's consideration on May 26, 2022; and

WHEREAS, on May 26, 2022, the City Council reviewed the Mountain Center Subdivision and held a public hearing; and

WHEREAS, the Mountain Center Subdivision is consistent with the Park City Land Management Code, including Chapters 15-2.7, and Sections 15-7.3-2 and 15-7.3-3.

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

SECTION 1. APPROVAL. The Mountain Center Subdivision is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. Applicant proposes to create one Lot of Record for the National Ability Center's Mountain Center operations building at the base of Park City Mountain Resort.
2. The Lot is located in the [Recreation and Open Space](#) (ROS) Zone and the Sensitive Land Overlay.
3. The Lot will continue to be owned by VR CPC Holdings, and will be leased to the Nation Ability Center.

4. The Lot is not a development parcel subject to the 1998 Park City Mountain Development Agreement (DA) and this Subdivision does not amend the DA or have any bearing on other applications under the DA.
5. The existing NAC trailer located on PCMR property is approximately 1,800 square feet and has reached the end of its useful life.
6. The new building is 9,410 square feet and will include ADA accessible restrooms, a fit room for program participants, storage for specialized equipment, and facilities for administration, training, and education.
7. The proposed Subdivision complies with the purposes of the Recreation and Open Space Zoning District, and Sensitive Land Overlay.
8. There is no Minimum Lot Size in the ROS Zoning District. The proposed lot is 20,457 square feet (.47 acres).
9. The proposed Subdivision complies with Land Management Code Section 15-7.3-2, as outlined in the staff report, and conditioned below.
10. The proposed Subdivision complies with Land Management Code Section 15-7.3-3, as outlined in the staff report, and conditioned below.

Conclusions of Law

1. There is Good Cause for this Subdivision because it will allow for the construction of the NAC's Mountain Center operations building, which serves a need in the community.
2. The Subdivision complies with Land Management Code Chapters 15-2.7, and 15-2.21, as well as Sections 15-7.3-2 and 15-7.3-3.
3. Neither the public nor any person will be materially injured by the proposed Subdivision.
4. Approval of the Subdivision, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Planning Director, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the Subdivision at the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval will be void, unless the Applicant submits a request for an extension in writing prior to the expiration date and an extension is granted by the City Council.
3. The City Engineer shall review and approve all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards as a condition precedent to building permit issuance.
4. Final utility and access shall be reviewed and approved by the Park City Fire District, City Engineer and City Attorney as a condition precedent to plat recordation.

5. The property is not located within the Soils Ordinance and therefore it is not regulated by the City for mine-related impacts. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
6. The proposed structure must meet the City's Architectural Design Guidelines.
7. Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.

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

PASSED AND ADOPTED this 26th Day of May, 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Attachment A: Mountain Center Subdivision

MOUNTAIN CENTER SUBDIVISION

March 1, 2022

This subdivision plat application proposes to create one lot of record for the new National Ability Center Mountain Center building. The new building will replace the existing trailer in which The National Ability Center currently operates. The new building will be located north of the current location adjacent to the base parking lots and The Resort Center Condominiums Phase 1B and will provide better access for the participants of the National Ability Center winter programs.

After Recording Return to:

Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Suite 2200
Denver, CO 80202
Attn: Ashley B. Wingfield

ACCESS AND UTILITIES EASEMENT AGREEMENT

ACCESS AND UTILITIES EASEMENT AGREEMENT (this “**Agreement**”) is made as of _____, 2022 (the “**Effective Date**”), by and between VR CPC HOLDINGS, INC., a Delaware corporation (“**Vail**”), NATIONAL ABILITY CENTER, a Utah non-profit corporation (“**NAC**”), and THE RESORT CENTER CONDOMINIUM OWNERS ASSOCIATION, a Utah non-profit corporation (“**RCC**”). Vail, NAC and RCC are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Vail is the owner of certain real property situated in Park City, Summit County, Utah as more particularly described on **Exhibit A** (the “**Vail Parcel**”).

B. Vail is also the owner of certain adjacent real property situated in Park City, Summit County, Utah, as more particularly described on Exhibit B (the “**NAC Parcel**”), of which NAC is the ground lessee.

C. RCC is the owners association representing the owners of the condominium units, and the entity that owns or is responsible for the management, maintenance and repair of certain common elements, including without limitation the parking garage, located upon the real property situated in Park City, Summit County, Utah, as more particularly described on **Exhibit C** (the “**RCC Parcel**” and together with the Vail Parcel and the NAC Parcel, the “**Parcels**” or each individually a “**Parcel**”).

D. Vail is the operator of Park City Mountain Resort, which property abuts the Parcels (the “**Ski Slope**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Easements.** Subject to the terms of this Agreement, each Party hereby grants all other Parties and their respective Permittees the following perpetual, non-exclusive easements to the extent the easement area (the “**Easement Area**”) depicted on **Exhibit D** (the “**Site Plan**”) is now or hereafter located on its Parcel: pedestrian access across all sidewalks now or hereafter existing in the Easement Area and vehicular access across (but not parking on) all roadways now or hereafter existing in the Easement Area, for the purpose of ingress and egress, and emergency

life safety and fire access, between the grantee Party's Parcel (and the Ski Slope, in the case of Vail and its successors and assigns) and sidewalks and roadways adjacent to the Easement Area, and for the placement and use of utility lines beneath the same, as the same may exist on the date hereof or otherwise in such locations as are reasonably approved by Vail in advance. Vail's use of the Easement Area may include any items necessary for the use, operation and maintenance of the Ski Slope, including without limitation large-scale construction vehicles, vehicles transporting large-scale equipment, mountain operations vehicles, life safety vehicles and equipment and snowcats. The foregoing easement shall be deemed to include the volume of existing pedestrian and vehicular traffic, as well as any increases in the same that may arise in the future, including without limitation as the result of any modification or redevelopment of any Parcel or the Ski Slope. As used herein, the term "**Permittees**" means the current and future owners, tenants, subtenants, and occupants of any Parcel, their respective employees, agents, customers, guests, invitees, licensees, concessionaires, and contractors, and any guests, employees, agents customers, invitees, licensees, concessionaires and contractors of Park City Mountain Resort. NAC shall install and pay for the improvements depicted on the Site Plan which are not already constructed on the Parcels pursuant to separate construction easements or other agreements. NAC shall install such improvements in accordance with plans and specifications reasonably approved by Vail and all applicable governmental authorities. The improvements in the Easement Area may be further modified by Vail or its successors and assigns. Except for modifications contemplated by the foregoing, no Party or Permittee shall be permitted to maintain or construct any building or barrier that would limit or otherwise unreasonably interfere with pedestrian or vehicular access in the Easement Area, except as may be approved by Vail, including temporary obstructions or closures in connection with the construction, maintenance, repair or replacement of sidewalks, roadways, curbs, gutters or other improvements in the Easement Area.

2. **Maintenance and Repair.** Unless otherwise agreed to in writing by Vail and another Party, Vail (or its designee, or its successors or assigns as more particularly set forth below) shall maintain, repair and replace the sidewalks, curbs, gutters, and roadway within the Easement Area, including without limitation refuse, snow and ice removal, all according to such standards as Vail determines is appropriate under the circumstances in its sole and absolute discretion. Each Party shall be responsible for one-third of the cost therefor, and RCC and NAC shall each reimburse Vail for their respective share within 30 days following receipt of written request; provided, however: (a) each Party shall be solely responsible to maintain, repair and replace utility lines serving its Parcel, including the repair of any sidewalk, curb, gutter or roadway improvements damaged in connection with the performance of the same; (b) NAC shall be solely responsible to repair or replace any such improvements constructed by NAC for a period of two years thereafter (or such longer warranty period as may be applicable pursuant to the plans and entitlements therefore); and (c) each Party shall be solely responsible to promptly repair any damage to improvements in Easement Area caused by the intentional or negligent acts of a Party or its Permittees. Each Party hereby grants the other Party an easement over its Parcel for the purpose of performing such maintenance, repair and replacement. In the event any Party fails to timely pay any bill, the unpaid amount shall bear interest at the rate of 10% per annum (or such lesser amount as is the maximum rate permitted by applicable law) from the due date until the date such amount is paid in full. Notwithstanding anything in this Agreement to the contrary, in any event where maintenance, repair or replacement of any improvements in the Easement Area is the responsibility of a Party other than Vail, such Party shall provide reasonable prior notice to Vail, and Vail may elect to perform any or all of such maintenance, repair or replacement at such Party's

expense. Each Party agrees to carry and provide proof of such liability and property insurance as reasonable required by Vail and waives on behalf of its respective insurers any right of subrogation which might otherwise exist. In the event of a casualty on any Parcel, then at Vail's option in its sole and absolute discretion either Vail may elect to repair and restore the improvements on such Parcel, in which event all insurance proceeds related to the damage to such improvements shall be assigned to Vail for such purpose; provided, however at Vail's election the Party that originally installed such improvements shall be responsible for such repair and replacement at such Party's expense.

3. **No Parking.** This Agreement does not grant any Party or its Permittees the right to stop, loiter, drop-off, or park in the Easement Area. Notwithstanding the foregoing, NAC and its Permittees may utilize the parking spaces on the NAC Parcel noted on the Site Plan as the "Ski-Slope Adjacent Parking Spaces" (the "**NAC Spaces**"); provided, however, such NAC Spaces may not be utilized beginning each year on the day following closing day of Park City Mountain Resort until the day Park City Mountain Resort opens for the winter ski season, except as expressly approved in writing by Vail and pursuant to a parking management system acceptable to Vail, to ensure Vail has continuous, uninterrupted vehicular access to and from the Ski Slope. Also notwithstanding anything in this Agreement to the contrary, NAC shall be solely responsible for payment of the cost to maintain, repair and replace the NAC Spaces (as allocated by Vail in its reasonable discretion) and Vail shall have the right from time to time in its sole and absolute discretion, upon prior notice to NAC, to elect to have NAC maintain, repair and replace the NAC Spaces for so long as Vail elects.

4. **Event of Default; Remedies.**

(a) **Event of Default.** If a default occurs, beyond any applicable notice and cure period, each non-defaulting Party shall have the right (but no obligation) to seek all remedies available under this Agreement or at law or in equity. If a specific notice and cure period is not otherwise provided for in this Agreement, the defaulting party shall have 10 days after receipt of notice to cure any monetary default, failure to maintain insurance or failure to provide an estoppel and shall have 30 days after receipt of notice to cure all other defaults. Without limiting the foregoing, the Parties agree that irreparable harm would occur in the event that any of the agreements and provisions of this Agreement are not performed fully by the Parties in accordance with their specific terms or conditions or are otherwise breached, and that money damages are an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby agreed that the Parties shall be entitled to an injunction or injunctions to restrain, enjoin, and prevent breaches of this Agreement by the other parties and to enforce specifically such terms and provisions of this Agreement, such remedy being in addition to and not in lieu of, any other rights and remedies to which the other parties are entitled to at law or in equity. The Parties hereby waive the right to recover special, consequential and punitive damages from the other Parties (except in connection with third-party claims therefor for which a Party seeks indemnification hereunder).

(b) **No Waiver.** The failure by a Party to enforce a breach of this Agreement shall not be construed as a waiver of the right to enforce such breach at a later time or to enforce any other

breach, and any waiver must be expressly evidenced in writing by the part against which the waiver is claimed.

(c) No Termination for Default. No default hereunder shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage upon any Parcel made in good faith for value, but the provisions hereof shall be binding upon and effective against any successor-in-interest of a Party as to its applicable Parcel, including without limitation a successor whose interest in a Parcel is acquired by foreclosure, trustee's sale, or otherwise.

(d) Limitation on Liability. Notwithstanding anything to the contrary in this Agreement, it is understood and agreed that the recourse of any Party, or their successors or assigns, against any other Party with respect to an alleged breach under this Agreement shall extend only to such Party's interest in its respective Parcel and the rents, revenues, casualty and insurance proceeds derived therefrom, and not to any other real property, personal property, or other assets of any kind or nature of such Party, or its current or former members, or any of the current or former directors, officers, employees, agents, members, or partners thereof, and, except to the extent of such Party's interest in its Parcel and the rent, revenues, casualty and insurance proceeds derived therefrom, no personal liability of any sort with respect to any of its obligations under this Agreement or any alleged breach hereof is assumed by, or shall be asserted or enforceable against, such Party or any current or former members thereof, or any of the respective current or former directors, officers, employees, agents, members, or partners thereof.

5. Mountain Activities. The Parties are hereby advised of and Vail hereby discloses the following matters affecting the Parcels:

(a) Mountain Activities. The Parcels located adjacent to or in the vicinity of areas used for skiing and snowboarding, biking, hiking, all-season recreational purposes and other Mountain Activities (as defined below) (the "Mountain Recreational Areas"). The Mountain Recreational Areas are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances from activities relating to the construction, operation, use and maintenance of the Mountain Recreational Areas (the "Mountain Activities"). The Mountain Activities may include, without limitation: (a) movement and operation of passenger vehicles (including, without limitation, buses, vans and other vehicles transporting passengers over adjacent streets and over, around and through the Mountain Recreational Areas), commercial vehicles, and construction vehicles and equipment; (b) activities relating to the construction, operation and maintenance of roads, trails, ski trails, skiways and other facilities relating to the Mountain Recreational Areas (including, without limitation, tree cutting and clearing, grading and earth moving and other construction activities, construction, operation and maintenance of access roads, snow-making equipment, chairlifts, gondolas, busses or other transportation systems, operation of vehicles and equipment relating to trash removal, snow removal, snow grooming, and over-the-snow or over-the-terrain transportation purposes, and operation of safety and supervision vehicles); (c) activities relating to the use of the Mountain Recreational Areas (including, without limitation, skiing, snowboarding, ski-patrol activities, and other over-the-snow activities, hiking, horseback riding, alpine slide, zipline, bicycling and other recreational activities); (d) ski racing and organized events and competitions relating to the activities described in clause (c) above; (e) concerts, festivals, art and other shows and displays, fireworks displays, outdoor markets and other performances and special

events; (f) restaurants, clubs, restrooms and other public use facilities; (g) intentionally omitted; (h) public parking facilities, parking garages, and the traffic related thereto; (i) exterior lighting as necessary for the above activities, both temporary and permanent; and (j) other activities permitted by law. The Mountain Activities may occur during daytime and nighttime and may be temporarily or permanently interrupted, discontinued or modified by Vail, in whole or in part, from time to time.

(b) Construction Activities. The Parcels are located in an area that is subject to or near ongoing construction activities (collectively, the “**Construction Activities**”). The Construction Activities are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The Construction Activities may include, without limitation: (a) construction traffic (including, without limitation, construction vehicles, equipment and vehicles used or owned by Vail, its affiliates, adjacent landowners, and the employees, agents and contractors of any of them); and (b) construction activities (including, without limitation, grading, excavation, clearing, site work, relocation of roadways and public utilities and construction of improvements and parking facilities, including parking garages) relating to nearby properties or the Mountain Recreational Areas.

(c) Commercial Activities. A variety of commercial activities (the “**Commercial Activities**”) are and may be conducted nearby and adjacent to the Parcels (the “**Commercial Activity Areas**”) after the Effective Date for an indefinite period of time. The Commercial Activities are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The Commercial Activities may include, without limitation: (i) operation of full-service hotel(s) and/or timeshare, vacation club or similar facilities, any of which may include health spa(s) with associated swimming pool(s) and other indoor or outdoor recreational facilities; (ii) meetings, conferences, banquets and other group events; (iii) sales and rentals of clothing, skis, ski-related equipment, other over-the-snow equipment, bicycles, and other recreational equipment; (iv) sales of tickets for chairlifts, gondolas, other transportation systems, and other activities and events conducted on the Mountain Recreational Areas; (v) indoor and outdoor restaurant and bar operations (including, without limitation, the sale of food and alcoholic and non-alcoholic beverages for on-site and off-site consumption and preparation of hot and cold food (through the use of barbecue grills, fire pits and other smoke and/or odor producing means) and beverages at indoor and outdoor facilities on and immediately adjacent to the Parcels; (vi) sales of services relating to skiing, other over-the-snow activities, and other recreational activities (including, without limitation, tuning, waxing, repairing, mounting of bindings on, renting, storing and transporting skis, snowboards and similar equipment, ski schools and other forms of individual and group lessons, tours and excursions); (vii) public use of the Parcels for access to the Mountain Recreational Areas, vehicle passenger drop-off and pick-up, locker room, changing room, rest room and lounge purposes in designated areas, and short-term clothing and equipment storage; (viii) parking activities (including, without limitation, activities relating to valet parking or parking relating to adjacent properties); (ix) the installation, operation and maintenance of illuminated and non-illuminated signage; (x) concerts and other outdoor and indoor entertainment, performances and special events, including the playing of live or recorded music through speakers or amplifiers; and (xi) any other uses or activities permitted by law.

(d) Amenities Activities. A variety of activities (the “**Amenities Activities**”) are to be conducted nearby and adjacent to the Parcels for indefinite period of time (the “**Amenities Activity**”).

Areas”). The Amenities Activities are expected to generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The Amenities Activities may include, without limitation, swimming pools, saunas, steam rooms, hot tubs, cold tubs, recreation facilities, fitness facilities, locker and changing rooms, bowling lanes, and other indoor and outdoor activities and services.

(e) **Waiver and Release.** The Parties acknowledge that the Mountain Activities, the Construction Activities, the Commercial Activities and the Amenities Activities, and the impacts and disturbances generated by the Mountain Activities, the Construction Activities, the Commercial Activities and the Amenities Activities, may occur in and around the Parcels, and may occur during daytime and nighttime and may be temporarily or permanently interrupted, discontinued or modified, in whole or in part, from time to time. The Parties agree that they shall not have the right to rescind this Agreement or to claim any breach of this Agreement on account of the existence, occurrence, or the temporary or permanent interruption, discontinuance or modification of the Mountain Activities, the Construction Activities or the Commercial Activities and such impacts and disturbances, or the reconfiguration of the Mountain Recreational Areas, the Commercial Activities Areas or the Amenities Activities Areas. The Parties shall not be allowed to object to the volume of traffic and use of any of the Easements due to any future construction.

6. **Release and Indemnity.** Subject to the construction obligations expressly stated in this Agreement, each Party accepts the Easements to which it is a benefited Party in their respective “AS IS” CONDITION, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY, QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE. Each Party shall indemnify, defend (at the indemnitee’s election, with counsel acceptable to the indemnitee) and hold free and harmless (“**Indemnify**”) Vail from and against all losses, liabilities, damages, claims, actions, causes of action, debts, costs and expenses (including reasonable attorneys’ fees and court costs at the trial and appellate levels) (“**Claims**”) incurred or suffered by Vail arising out of, relating to, or in any way connected with any bodily injury, death or tangible property damage suffered by such Party or its Permittees, arising solely as a result Vail’s ownership of the Easement Area or the performance of its obligations hereunder, and each Party shall also Indemnify the other Parties from and against all Claims related to mechanics liens or threats thereof arising from or related to (a) work, materials, equipment or labor contracted for by, through or under the indemnifying Party (except to the extent the indemnitee Party has not paid for amounts due pursuant to this Agreement), and (b) hazardous materials brought on, over, under, or across the Easement Area by the indemnifying Party or its Permittees; EXCEPT TO THE EXTENT SUCH LOSSES, LIABILITIES, DAMAGES, CLAIMS, ACTIONS, CAUSES OF ACTION, DEBTS, COSTS AND EXPENSES RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH OTHER PARTY.

7. **Notices.** Any notices shall be in writing and shall be given to a Party at the Party’s addresses set forth on the signature page of this Agreement, which each such Party may change by giving written notice as herein provided to any other Parties. Notice shall be deemed given one day after the notice is sent to the party to be notified by overnight express courier such as “Federal Express,” or such other similar carrier guaranteeing next day delivery. Refusal of an Party to accept a notice shall not affect the giving of the notice.

8. **Runs with the Land.** This Agreement, as amended from time to time, shall run with land and title to the Parcels, shall benefit and burden the Vail Parcel, the RCC Parcel and the NAC Parcel, shall bind all successors in title to the respective Parcels, and shall also personally benefit Vail and any successors or assigns as operator of the Ski Slope. NAC or its permitted assignee shall be the “Party” hereto with respect to the NAC Parcel for so long as it is the ground lessee of the NAC Parcel, and such Party shall have sole responsibility for all obligations under this Agreement with respect to the NAC Parcel. Upon the expiration or earlier termination of the NAC’s lease of the NAC Parcel, the then-fee owner of the NAC Parcel shall automatically become the “Party” hereto; provided, however, such Party shall have the right to designate a future ground lessor as the “Party” with respect to the NAC Parcel by delivering written notice thereof to the other Parties. Vail’s interest as a “Party” hereunder may be transferred or assigned in whole or in part, in Vail’s sole and absolute discretion, and any successor operator of Park City Mountain Resort shall automatically be deemed a beneficiary of all easements set forth herein. In the event of such transfer or automatic assignment, Vail shall not thereafter obligated under this Agreement to the extent of such transfer or assignment. This Agreement replaces and terminates any other access or easements utility easements or other rights, whether express or prescriptive, over, across, under or through the Vail Parcel, the Ski Slope or the NAC Parcel benefitting the RCC Parcel or any portion thereof. No Permittee or any other person granted rights by or through any Party shall constitute a third party beneficiary of this Agreement; the only persons with privity of contract under this Agreement shall be Vail, RCC or NAC and their respective successors and assigns. The rights granted and established herein do not and shall not be construed to create any rights or privileges in and for the benefit of the general public or any third party.

9. **Amendments.** This Agreement shall be recorded in the real estate records of Summit County, Utah. No subsequent modification or amendment of any of the terms of this Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by all Parties and recorded in the real estate records of Summit County, Utah. In the event there are (a) changes to the Site Plan; (b) changes to improvements to the general area depicted on the Site Plan including possible sidewalk, roadway, intersection and curb and gutter changes (other than the changes contemplated by the Site Plan); or (c) any portion of the Vail Parcel or the Ski Slope is transferred and Vail desires to modify this Agreement to allocate the rights and responsibilities of Vail under this Agreement as between Vail and such transferee, then promptly following Vail’s request, the Parties execute an amendment to this Agreement to adequately reflect such change.

10. **Severability.** Invalidity or unenforceability of any provision of this Agreement in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision hereof. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties shall promptly cause such legal description to be prepared. Ownership of some or all of the Parcels by the same person or entity shall not terminate this Agreement by merger or otherwise, nor in any manner affect or impair the validity or enforceability of this Agreement.

11. **Enforcement.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, enforcement, or otherwise, by the laws of the State of Utah. Venue for enforcement of this Agreement shall lie exclusively in Summit County, Utah, and the Parties waive the right to sue or be sued in any other place. In the event of litigation or arbitration arising out of or in connection with this Agreement, the party prevailing in such action shall

recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by such prevailing party in such suit at the trial and appellate levels.

12. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other non-financial causes beyond the reasonable control of the party obligated to perform (collectively, "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage, except, unless the obligations imposed with regard to the payment of any amounts owed by any party pursuant to this Agreement. The parties specifically acknowledge and agree that, notwithstanding anything herein to the contrary, Force Majeure shall under no circumstances excuse, limit or reduce the amount of fees due pursuant to this Agreement or any Party's obligation to make any payments required by this Agreement to any other party, their contractors, or any other person or entity, regardless of whether a Force Majeure event was the direct or indirect cause of such Party's failure to pay or the direct or indirect cause of any financial reasons for such Party's failure to pay, and in the event of any conflict between the terms of this sentence and the terms of the foregoing sentence, the terms of this sentence shall control. For example, without limiting the foregoing, if all banks were closed due to Force Majeure, the provisions of this Section might (subject to other provisions in the first sentence of this Section) excuse such Party's failure to make a payment to its contractor on the exact date such payment was due, but Force Majeure would not waive, excuse, or modify such Party's obligation to pay its contractors in full once banks reopened. Each party agrees to give prompt notice to the other party of any delay resulting from Force Majeure.

13. **Estoppels.** Each Party agrees within 15 days after written notice from the other Party to deliver a written statement which may be relied upon by the requesting Party or any current or potential transferee or mortgagee of the requesting Party's interest herein, setting forth whether or not to its knowledge the requesting Party has fully complied with the provisions hereof, and if not, setting forth in reasonable detail the nature of the violations, any outstanding balances for maintenance obligations, and setting forth such other reasonable matters with regard to this Agreement as may be requested.

14. **Construction.** A failure or delay by a Party to enforce against the other Party any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision in the future. All recitals set forth in this Agreement and all exhibits attached hereto are hereby incorporated in and made a part of this Agreement. The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to modify, explain or place any construction upon any of the provisions of this Agreement. The Parties expressly waive any and all applicable common law and statutory rules of construction that any term or condition of this Agreement should be construed against the drafter. The words "include" and "including" shall be construed as if followed by the phrase "without being limited to." The words "herein," "hereof," "hereby," "hereunder," and words of similar import shall be construed to refer to this Agreement as a whole and not to any particular Section or subdivision of this Agreement unless expressly so stated.

15. **Authority.** Each Party represents and warrants to the other Parties hereto that: (a) the person executing this Agreement on behalf of it has the actual authority and power to sign, and to

bind it to this Agreement; (b) all action necessary for the making of this Agreement has been duly taken by it; and (c) it is duly authorized to execute this Agreement and perform its obligations hereunder.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute but one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

VAIL:

VR CPC HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

Address: VR CPC Holdings, Inc.
390 Interlocken Crescent, Suite 1000
Broomfield, CO 80021
Attention: Vice President, Real Estate

With a copy to: Vail Resorts
390 Interlocken Crescent, Suite 1000
Broomfield, CO 80021
Attention: Legal Department

And a copy by email to: LegalNotices@vailresorts.com

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of VR CPC Holdings, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____

Notary

NAC:

NATIONAL ABILITY CENTER,
a Utah non-profit corporation

By: _____
Name: _____
Its: _____

Address: National Ability Center
P.O. Box 682799
Park City, Utah 84068
Attention: Chief Executive Officer

With a copy to: National Ability Center
1000 Ability Way
Park City, Utah 84060
Attention: Chief Operating Officer

State of Utah)
 §
County of _____)

On this _____ day of _____, in the year 2022, before me, _____
a notary public, personally appeared _____, provided on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, and
acknowledged that he/she executed the same

Witness my official hand and seal.

(notary signature)

(seal)

RCC:

THE RESORT CENTER CONDOMINIUM OWNERS ASSOCIATION,
a Utah non-profit corporation

By: _____

Name: _____

Its: _____

Address: 1415 Lowell Avenue
Park City, Utah, 84060

State of Utah)

§

County of _____)

On this _____ day of _____, in the year 2022, before me, _____

a notary public, personally appeared _____, provided on the basis of

satisfactory evidence to be the person whose name is subscribed to this instrument, and

acknowledged that he/she executed the same

Witness my official hand and seal.

(notary signature)

EXHIBIT A

Legal Description of the Vail Parcel

[See Attached]

EXHIBIT B

Legal Description of the NAC Parcel

[See attached]

EXHIBIT C

Legal Description of the RCC Parcel

[See Attached]

EXHIBIT D

Site Plan

[See Attached]

NATIONAL ABILITY CENTER MOUNTAIN CENTER PARKING PLAN

The staff and participants of the National Ability Center have used the free public parking at the Park City Mountain for the past 37 years. Currently staff park in the employee parking lot at the Park City Mountain. There are a few employees that take the bus. There are approximately 25 staff and 5 volunteers that come to work at the NAC on a daily basis.

Disabled participants almost exclusively park at the Park City Mountain utilizing the outside disabled parking. Groups that stay at the NAC Lodge are transported to and from the Mountain utilizing a NAC bus. Approximately 20 participants come in the morning who leave at noon with an additional 20 coming for the afternoon lessons.

It is anticipated that starting in the 2023/24 ski season that we will see a 2-5% growth in participants each year until we reach a maximum of 60 lesson a day (30 participants in the morning and 30 participants in the afternoon).

Beginning in the 2023-24 ski season the NAC is planning a shuttle bus system for participants and staff utilizing our ADA buses from our campus at Quinn's junction. Two shuttles will occur from the 8:00-9:00 am time frame, one at the noon time frame and an additional two buses at the 4:00 hour. We believe that this will decrease our parking needs by 40-50%. We are considering offering a free lunch at noon each day for participants that use the shuttle as an incentive to come to the NAC for transportation.

In addition, the NAC will post a staff person at the entrance to the NAC road/driveway limiting access beyond the Lodge at the Resorts check-in area to prevent unauthorized users from accessing our turn-around area.

From: Trent Davis <tdavis@compass-management.com>
Sent: Thursday, April 21, 2022 1:28 PM
To: Alexandra Ananth
Cc: Sarah Hall; John Kenworthy; John Phillips; Bill Johnson; Laura Suesser; Douglas Thimm; Christin VanDine
Subject: [External] NAC- Lodge at The Mountain Village
Importance: High

[CAUTION] This is an external email.

Hello Alexandra,

The Lodge is an integral part of the approval process for the proposed NAC building and the easement. Unfortunately, the NAC just had its first meeting with me a week ago. The Lodge has been sent an easement agreement by the NAC, that was produced by Vails legal team, which probably will not be approved in its current written form.

The Lodge has many hurdles to be addressed by the NAC and Vail before this project can proceed. In addition, the easement agreement will need to be reviewed in full by Lodge attorneys which is unexpected and has not been budgeted for. The Lodge is not going to rush any negotiations. We suggest that the NAC planning process be put on hold until The Lodge can sort through all the issues associated with the building and the easement agreement with the NAC and Vail. As you know this could take some time.

Thank you,

Trent Davis

President
O- 435-649-1842
Admin@compass-management.com
Compass-Management.Com

IMPORTANT WARNING: This email (and any attachments) is only intended for the viewing and use of the person or entity to which it is addressed, and may contain information that is privileged and confidential. You, the recipient, are obligated to maintain it in a safe, secure, and confidential manner. No unauthorized distribution, transmission or re-disclosure is permitted. Failure to maintain confidentiality may subject you to federal and state penalties. If you are not the intended recipient, please immediately notify us by return email and delete this message from your computer.

From: [planning](#)
To: [Alexandra Ananth](#)
Subject: FW: [External] NAC Planning at PCMR
Date: Tuesday, April 5, 2022 1:57:51 PM
Attachments: [image001.png](#)

Julie Schultz
Executive Office Administrator
Park City Municipal - Planning Department
445 Marsac Avenue, PO Box 1480
Park City, UT 84060
o: 435.615.5061
www.parkcity.org



From: deb <der0813@aol.com>
Sent: Tuesday, April 5, 2022 1:43 PM
To: Laura Suesser <laura.suesser@parkcity.org>; Bill Johnson <bill.johnson@parkcity.org>; John Kenworthy <john.kenworthy@parkcity.org>
Cc: planning <planning@parkcity.org>
Subject: [External] NAC Planning at PCMR

[CAUTION] This is an external email.

Commissioners,

After listening to the audio for the March 23rd meeting, I 100% agree with concerns voiced by some of the commission and that the NAC is an important part of our community.

Access under the current PEG proposal as outlined by Planner Ananth if arriving by car and not dropped off includes the following to access the NAC from Parcel B parking garage:

- An elevator ride to ground level
- Crossing from east side of Lowell to west side of Lowell
- Crossing from south side of Shadow Ridge Extension to north side of Shadow Ridge Extension
- Traveling west along a 5' shared pathway to cul de sac (most recent complete packet provided by PEG dated November 2021 still shows sidewalks only 5' wide)
- Crossing a cul de sac/drop-off location at end of Shadow Ridge Extension to the sidewalk / entry of new NAC building

Access under the current PEG proposal if arriving by car and not dropped off includes the following to access the NAC from Parcel E parking garage:

- An elevator ride to the plaza level
- Traversing the plaza in an easterly direction to reach the multi-use pathway on west side of Lowell
- Traveling south on the multi-use pathway intersecting with the following: vehicle drop off, loading dock access, hotel vehicle access
- Traveling west along a 5' shared pathway west (most recent complete packet dated November 2021 still shows sidewalks only 5' wide)
- Crossing a cul de sac/drop-off location at end of Shadow Ridge Extension to sidewalk / entry of new NAC building

PEG is not putting any solid surface walkway / connectivity on the west side of Parcels C & E for access to the south from the plaza or Parcel E.

The Shadow Ridge Extension and drop-off will be overburdened with non-NAC users accessing parking under Lodges, attempting to use the NAC's drop-off / cul de sac and cause serious back-up and delays for NAC shuttles / buses.

Once again, Parcel C was intended to be Skier Services and what better place for the NAC to be located on than that parcel? Parking could be located directly below with direct access to the mountain.

In reviewing the NAC's proposal, it is Vail who has 'granted' this to the NAC, not PEG. When PEG finally reappears on the agenda, let's keep this in mind should they claim success in working something out with the NAC so the NAC could proceed. It is my opinion PEG needs to step up to the plate and deliver a better option for the NAC in its own plans. The NAC needs improved facilities and no one in our town, NAC or otherwise, needs another hotel.

As always, thank you for your critical review of details and subsequent questions in efforts to attain a better development for our entire community.

Sincerely,
Deb Rentfrow



Planning Department

April 27, 2022

Meeche White
National Ability Center
100 Ability Way
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Re: National Ability Center's Mountain Center Operations Building

Address: 1431 Lowell Avenue, Park City, UT 84060
Zoning District: Recreation and Open Space (ROS)
Application: Conditional Use Permit for a Ski-Related Accessory Building
Project Number: PL-22-05178
Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: April 27, 2022

Action Taken

On April 27, 2022, the Planning Commission conducted a public hearing and approved the NAC Mountain Center operation building according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Applicant is seeking to construct a Ski Base Facility, greater than 600 square feet in the ROS Zoning District, which requires a Conditional Use Permit (CUP).
2. The existing NAC trailer located on PCMR property is approximately 1,800 square feet and has reached the end of its useful life.
3. The new building is 9,410 square feet and will include a check-in area and waiting lounge, accessible restrooms, changing rooms, a fit room for program participants, equipment storage, and facilities for training and education.
4. The site is located within the Sensitive Lands Overlay (SLO) which was applied to the Resort's Open Space upon annexation of the upper terrain into Park City in 2007 (Ordinance [2007-10](#)).
5. Due to the already disturbed nature of the site and the site not being a Steep Slope, Ridgeline, wetland, Stream Corridor, or wildlife habitat Area, the Planning Commission determined at a Work Session on March 23, 2022, that a Sensitive Lands Analysis submittal would not be required for this application.
6. There are no Open Space requirements in the ROS Zoning District.



Planning Department

7. No Significant Vegetation is being removed for this project and no fencing, screening or landscaping is proposed.
8. The proposed building meets all ROS Zoning District requirements including Setbacks (25-feet) and Building Height (28 feet).
9. Access to the site is via the extension of the driveway/fire lane leading to the garage below the Resort Condominiums.
10. Per LMC § 15-3-6(B) and § 15-4-18, Ski Base Facility Uses do not have a specific parking calculation per the table in § 15-3-6(B), but are required to present a parking, traffic, and transportation plan for review and approval by the Planning Commission.
11. The applicant is proposing four parking stalls including one ADA van accessible stall for loading and drop-off.
12. At the Work Session on March 23, 2022, the NAC stated that the new building, although significantly larger in size than the existing trailer, is needed to operate their programs and store equipment, and is not necessarily about increasing the number of participants served.
13. The NAC submitted a Parking Plan indicating that NAC employees and participants have used the free Resort parking for the past 37 years. Upon completion of the new operations building, in addition to Resort parking, they plan to operate shuttles from their Quinn's Junction location to the Resort, for staff and program participants, which could significantly reduce their parking demand at the Resort.
14. No noise, vibrations, odors, or steam are expected that may affect people and property off-site.

Conclusions of Law

1. The proposal complies with the with the [Recreation and Open Space](#) (ROS) Zoning District requirements.
2. The proposal complies with criteria outlined in LMC [§ 15-1-10\(E\), Conditional Use Review Process](#).
- 3.

Condition(s) of Approval

1. Approval of this CUP is conditioned upon approval and recordation of the Mountain Center Subdivision.
2. This CUP is for the National Ability Center's Use only, and is non-transferable and does not run with the land. Any new Use proposed for the site must submit a



Planning Department

parking, traffic, and transportation plan for review and approval by the Planning Commission.

3. The building must comply with the City's Architectural Design Guidelines, LMC § [15-5-5](#).
4. Utilities and Drainage shall be designed and maintained to meet the standards and requirements of the City's Engineering Department.
5. Signage and lighting shall be reviewed at building permit and must comply with all codes in place at the time of permit.
6. Signage shall be posted after the driveway underneath the Resort Condominiums indicating NAC vehicles only beyond this point.
7. Signage shall be posted in the NAC Fire Department turn around indicating No parking, Fire Lane.
8. Signage shall be posted in the NAC parking area indicating NAC parking only.

If you have questions or concerns regarding this Final Action Letter, please call project planner Alexandra Ananth, 435-615-5066, or email planning@parkcity.org.

Sincerely,

John Phillips
Planning Commission Chair

Planning Commission Staff Report



Subject: National Ability Center's Mountain Center
Conditional Use Permit
Author: Alexandra Ananth, Sr. Planner
Date: April 27, 2022
Type of Item: Administrative – Conditional Use Permit

Recommendation

(1) Review the National Ability Center's (NAC's) Conditional Use Permit; (2) conduct a public hearing; and (3) consider approving the Conditional Use Permit for a Ski Base Facility, greater than 600 square feet.

Description

Applicant: National Ability Center (NAC)
Location: 1431 Lowell Avenue, Park City Mountain Resort
Zoning District: Recreation and Open Space
Adjacent Land Uses: Resort, Open Space, Commercial, Residential
Reason for Review: The Planning Commission approves Conditional Use Permits¹

Abbreviations

CUP Conditional Use Permit
LMC Land Management Code
NAC National Ability Center
PCMR Park City Mountain Resort
ROS Recreation and Open Space

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

Summary

The Applicant is seeking to construct a Ski Base Facility, greater than 600 square feet in the ROS Zoning District, which requires a Conditional Use Permit (CUP). The building will replace the NAC's existing office trailer which has reached the end of its useful life.

Approval of this CUP is conditioned upon approval and recordation of the Mountain Center Subdivision, which is being processed concurrently with this CUP application. This Staff Report focuses on the CUP only.

Background

The National Ability Center is seeking to construct a new operations building to replace

¹ LMC [§ 15-12-15\(A\)\(6\)](#).

the existing office trailer located at PCMR. The existing NAC trailer located on PCMR property is approximately 1,800 square feet and has reached the end of its useful life. The new building is 9,410 square feet and will include a check-in area and waiting lounge, ADA accessible restrooms, a fit room for program participants, equipment storage, administrative offices, and facilities for training and education.

A Work Session for this project was held on March 23, 2022 ([Minutes](#) p. 3-10). At the Work Session the Planning Commission discussed that although the site is in the Sensitive Lands Overlay, since the site has previously been disturbed, is not considered a Steep Slope, Ridgeline, wetland or stream corridor, or wildlife habitat area, a SLO submittal would not be required for this application.

Analysis

(I) The proposal complies with the with the [Recreation and Open Space](#) (ROS) Zoning District requirements.

ROS Zoning Requirement	Analysis of Proposal
Minimum Front, Side, and Rear Setback - 25 feet	The proposed building complies with the 25-foot required Setback from all proposed lot lines.
Building Height – 28 feet	The proposed building complies with the Building Height

The site is located within the Sensitive Lands Overlay (SLO) which was applied to the Resort's Open Space upon annexation of the upper terrain into Park City in 2007 (Ordinance [2007-10](#)). Due to the already disturbed nature of the site and the site not being a Steep Slope, Ridgeline, wetland, Stream Corridor, or wildlife habitat Area, the Planning Commission determined at the Work Session on March 23, 2022, that a Sensitive Lands Analysis submittal would not be required for this application.

Per LMC [§ 15-3-6\(B\)](#) and [§ 15-4-18](#), Ski Base Facility Uses do not have a specific parking calculation per the table in [§ 15-3-6\(B\)](#), but are required to present a parking, traffic, and transportation plan for review and approval by the Planning Commission.

The NAC has indicated that on average they have approximately 20 participants in the morning and 20 participants in the afternoon. The NAC has indicated that they typically have 30 total staff and volunteers on site. 75% of staff park in the parking lots at PCMR (approximately 20 stalls) and 25% of staff walk or take the bus to the resort. On a typical day, the NAC also uses up to 20 handicap parking stalls at the Resort.

At the Work Session on March 23, 2022, the NAC stated that the new building, although significantly larger in size than the existing trailer, is needed to operate their programs and store equipment, and is not necessarily about increasing the number of participants served.

The NAC submitted a Parking Plan (Exhibit C) indicating that NAC employees and participants have used the free Resort parking for the past 37 years. Upon completion

of the new operations building, in addition to Resort parking, they plan to operate shuttles from their Quinn's Junction location to the Resort, for staff and program participants, which could significantly reduce their parking demand at the Resort.

The Planning Department recommends a Condition of Approval that this CUP is for the National Ability Center's Use only and is non-transferable and does not run with the land. Any new Use proposed for the site must submit a parking, traffic, and transportation plan for review and approval by the Planning Commission.

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

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](#).

CUP Review Criteria	Analysis of Proposal
Size and Location of Site	No unmitigated impacts There is no minimum Lot Size in the ROS Zoning District.
Traffic capacity	Condition of Approval Access to the site is via the extension of the driveway/fire lane leading to the garage below the Resort Condominiums. Staff recommends a Condition of Approval that signage shall be posted indicating NAC authorized vehicles only beyond this point.
Utility capacity	Condition of Approval Utilities and Drainage shall be designed and maintained to meet the standards and requirements of the City's Engineering Department.
Emergency vehicle access	Condition of Approval Access to the site is via the extension of the driveway/fire lane leading to the garage below the Resort Condominiums. Staff recommends a

	Condition of Approval that signage shall be posted indicating No parking, Fire Lane.
Off-street parking	Condition of Approval Per LMC § 15-3-6(B) and § 15-4-18, Ski-related Base Facility Uses do not have a specific parking calculation per the table in § 15-3-6(B), but are required to present a parking, traffic, and transportation plan for review and approval by the Planning Commission. The applicant is proposing four parking stalls including one ADA van accessible stall for loading and drop-off. All other parking will be in Resort parking stalls or at their Quinn's Junction location from which they will run a shuttle system to the Resort. Staff recommends a Condition of Approval that signage shall be posted indicating NAC parking only.
Pedestrian circulation	No unmitigated impacts See the Subdivision Staff Report for discussion of pedestrian access.
Fencing, screening, and landscaping	No unmitigated impacts No Significant Vegetation is being removed for this project and no fencing, screening, or landscaping is proposed.
Building mass, bulk, and orientation	Condition of Approval The proposed building meets all ROS Zoning District requirements including Setbacks and Building Height. The building must comply with the City's Architectural Design Guidelines, LMC § 15-5-5.
Usable Open Space	No unmitigated impacts There are no Open Space requirements in the ROS Zoning District.
Signs and lighting	Conditions of Approval Signage and lighting shall be reviewed at building permit and must comply with all codes in place at the time of permit.
Compatibility with surrounding structures	Conditions of Approval The building complies with the City's Architectural Design Guidelines, LMC § 15-5-5.
Mechanical factors	No unmitigated impacts No noise, vibrations, odors, or steam are expected that may affect people and property off-site.
Loading and trash	The applicant has indicated that a small dumpster will be located adjacent to their parking area.

Expected ownership	No unmitigated impacts The Lot will continue to be owned by VR CPC Holdings, Inc., and will be leased to the NAC.
Sensitive Lands Overlay	No unmitigated impacts The site is located within the SLO. Due to the already disturbed nature of the site and it not being a Steep Slope, Ridgeline, wetland, Stream Corridor, or wildlife habitat Area, the Planning Commission determined at the Work Session on March 23, 2022, that a Sensitive Lands Analysis submittal would not be required for this application.
General Plan consistency	Complies The proposed new building will be integrated into the existing base area and will continue to serve the needs of the community.

(III) The Development Review Committee did not identify any issues that require Conditions of Approval.

The Development Review Committee, including Planning, Engineering, and Legal Departments reviewed this application on March 15, 2022, and did not identify any significant issues of concern.

(IV) The proposal meets the standards of the [1998 Park City Mountain Resort Development Agreement](#) (DA).

The site is located within an area dedicated as Open Space for the Resort Base Area. When the upper mountain terrain was annexed into the City in 2007 this expanded the City's ROS zone, and this land was added into the DA in 2019 through the First Amendment to the DA. Although now included in the DA, the site is not considered part of the 1997 Master Planned Area, the development parcel is not subject to the DA, and PEG has demonstrated through their application that the removal of the footprint of the proposed building does not create Open Space compliance issues for their project.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on April 13. Staff mailed courtesy notice to property owners within 300 feet on April 13, 2022. The *Park Record* published notice on April 13, 2022.

Public Input

No public input regarding the Use was received.

Alternatives

- The Planning Commission may approve the CUP;

- The Planning Commission may deny the CUP and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a future date.

Exhibits

Exhibit A: Draft Action Letter

Exhibit B: Applicant's Project Plans

Exhibit C: Applicant's Parking and Traffic Plan

NATIONAL ABILITY CENTER
MOUNTAIN CENTER

Lowell Ave
Park City, UT 84060

PLANNING DEPARTMENT

MARCH 30, 2022

NEXUS PROJECT #: 16149

OWNER
The National Ability Center
1000 Ability Way
Park City, Utah 84060

PHONE: (435) 649-3991 CONTACT: Kevin Stickelman MOBILE: (435) 649-3991
FAX: E-MAIL: kevins@discovernac.org INTERNET: discovernac.org



ARCHITECT
Architectural Nexus

2505 East Parleys Way
Salt Lake City, Utah 84109

PHONE: 801.924.5000 CONTACT: Julie Barreth MOBILE:
FAX: 801.924.5001 E-MAIL: jbarreth@archnexus.com INTERNET: http://www.archnexus.com



LANDSCAPE ARCHITECT
Architectural Nexus

2505 East Parleys Way
Salt Lake City, Utah 84109

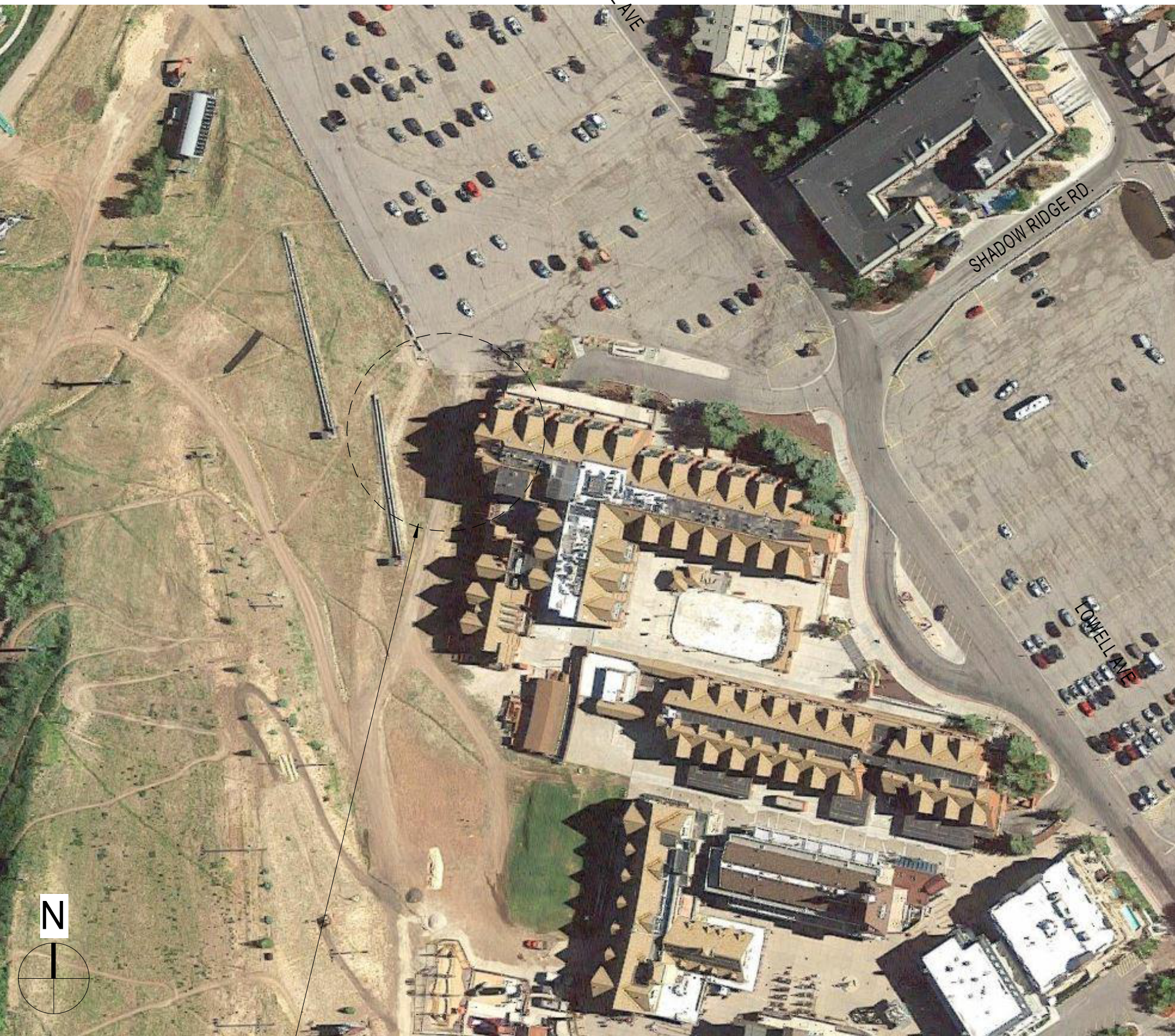
PHONE: 801.924.5000 CONTACT: Adam Castor MOBILE:
FAX: 801.924.5001 E-MAIL: ACastor@archnexus.com INTERNET: http://www.archnexus.com



CIVIL ENGINEER
Alliance Engineering

323 Main St
Park City, Utah 84060

PHONE: (435) 649-9467 CONTACT: Michael Demkowicz MOBILE:
FAX: E-MAIL: michael@alliance-engr.com INTERNET:



PROJECT SITE

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GENERAL:
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CIVIL
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C02 EXISTING CONDITIONS
C03 SITE PLAN
C04 GRADING
C05 GRADING
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C07 WATER MAIN LOOP EXHIBIT
C08 PLAN PROFILE
C09 OVERALL UTILITY EXHIBIT
C10 DETAIL
C11 EXHIBIT
C12 FUTURE PEG DEVELOPMENT

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LI702 IRRIGATION DETAILS
LP101 PLANTING PLAN
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ARCHITECTURAL
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A102 FLOOR PLAN - LEVEL 02
A121 ROOF PLAN
A201 BUILDING ELEVATIONS
A301 BUILDING SECTIONS
A900 PERSPECTIVES



ARCH | NEXUS

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2505 East Parleys Way
Salt Lake City, Utah 84109
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http://www.archnexus.com



NATIONAL ABILITY CENTER
MOUNTAIN CENTER
1431 Lowell Ave
Park City, UT 84060

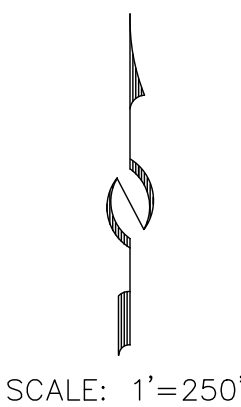
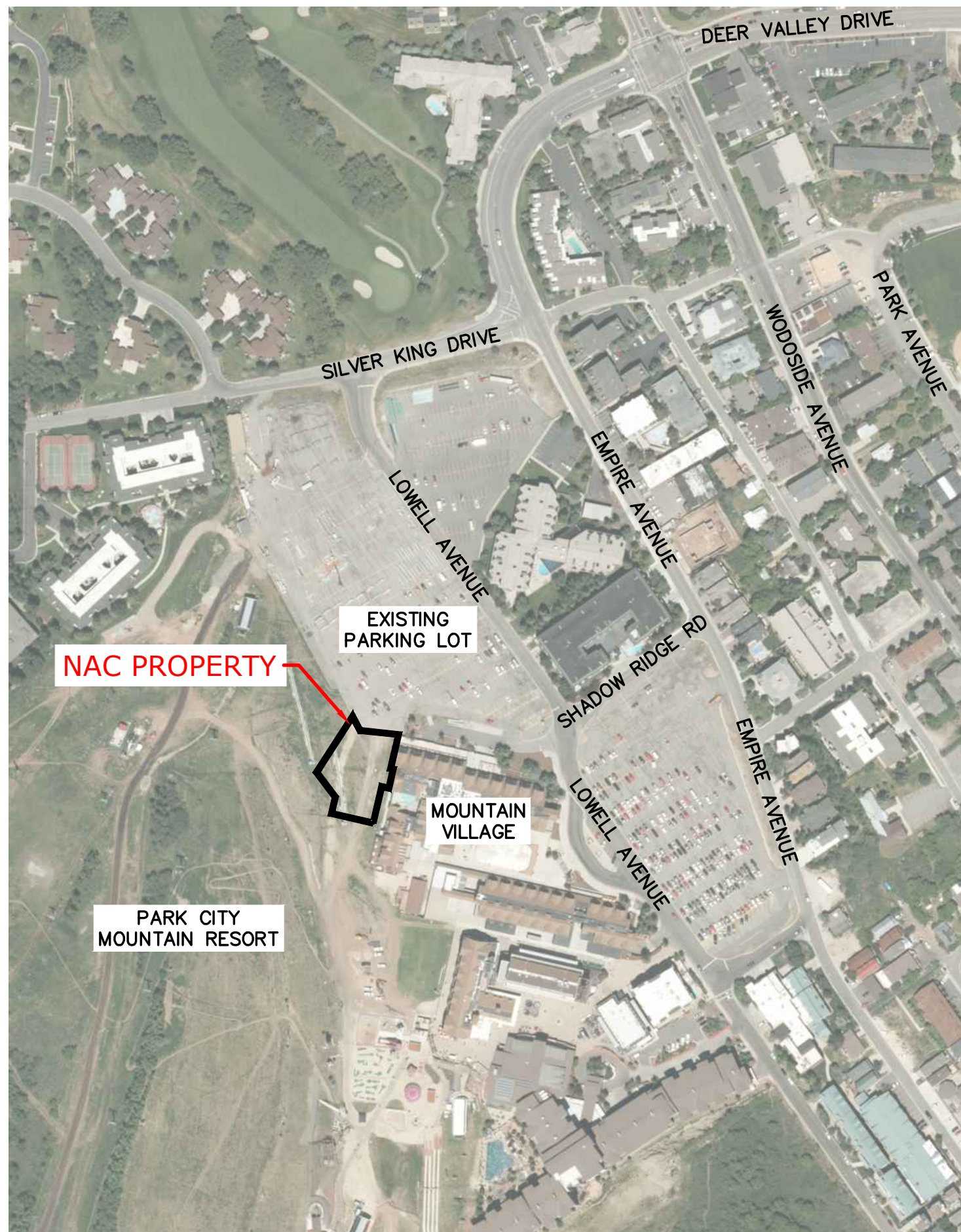
PLANNING
SUBMISSION

NEXUS PROJECT #: 16149
CHECKED BY: KH
DRAWN BY: KH
DATE: MARCH 30, 2022

COVER
SHEET

G001

VICINITY MAP

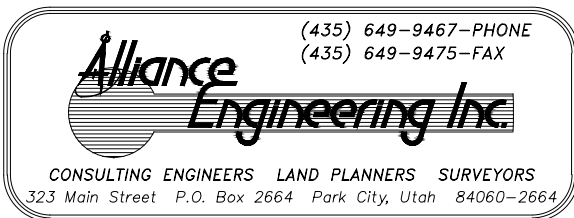


NAC
MOUNTAIN CENTER
1431 LOWELL AVENUE
PARK CITY, UT 84060

SHEET INDEX

- 1. COVER
- 2. EXISTING CONDITIONS & TOPOGRAPHIC MAP
- 3. SITE PLAN
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- 7. WATER MAIN LOOP EXHIBIT
- 8. UTILITY PLAN & PROFILE
- 9. CONSTRUCTION MITIGATION PLAN
- 10. DETAILS
- 11. EXHIBIT
- 12. FUTURE PEG DEVELOPMENT

CIVIL ENGINEER



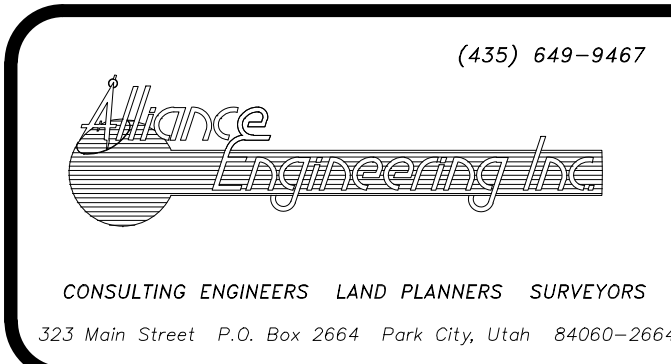
GENERAL NOTES

- G-1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:
- A. Summit County Design Standards, Construction Specifications, and Standard Drawings, Latest Edition.
 - B. Park City Water District Development Procedures, Design Standards and Construction Specifications, February 22, 2016 or latest edition.
 - C. Manual of Uniform Traffic Control Devices 2003 Edition, Revision #1 November 2004, Revision #2 December 2007.
 - D. UDOT Standard Specifications for Road and Bridge Construction, latest edition. (for improvements in the UDOT right of way)
 - E. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.
 - F. Approved construction plans and details.
 - G. Approved Traffic Control Plan.
 - H. Storm Water Pollution Prevention Plan. (SWPPP)
- G-2 Contractor/Bidder shall obtain a copy of the specifications, at his cost. Copies of the specifications shall be kept at the job site by the contractor and be available for the contractor, subcontractor, owner or his agent, design engineer, county engineer, S.B.W.R.D. engineer, M.R.W.S.S.D. engineer, and their designated representatives and inspectors.
- G-3 The Contractor shall be responsible for ground and surface water control during construction. This requirement shall include, but not be limited to the installation of utilities, manholes, vaults, catch basins, earthwork operations, and road construction.
- G-4 The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Builts" shall be tied to easily defined monuments and/or surface improvements or as required by accuracy for the as-built conditions. The as-built information shall be given to the owner and be incorporated in the final "As Built" drawings. Special as-built requirements for HDPE sewer mains are required per as outlined on the drawings.
- G-5 Prior to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines conflict in location with new construction, the contractor shall notify the engineer in order to resolve the conflict.
- G-6 The contractor shall have a qualified representative to handle grade determination, drainage flow, and connections to existing features using proper grade setting techniques such as, but not limited to, string line, rod and level, GPS, or Surveying.
- G-7 All work performed shall be guaranteed by the contractor and/or his surety against all defects in materials and workmanship of whatever nature for a period of one (1) year from the date of final acceptance of the work by the project owner.
- G-8 The contractor shall be responsible for the installation and maintenance of adequate signs, traffic devices, and warning devices to inform and protect the public during all phases of construction. The contractor shall submit to the Owner and Design Engineer for approval.
- G-9 Compaction testing shall be an integral part of the project. Compaction testing shall include, but shall not be limited to earthwork, trench back-fill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.



LEGEND

EXISTING WATER	PROPOSED WATER
EW	W
EXISTING SANITARY SEWER	PROPOSED SANITARY SEWER
ESS	SS
EXISTING STORM DRAIN	PROPOSED STORM DRAIN
ESD	SD
EXISTING GAS	PROPOSED GAS
EG	G
EXISTING POWER	PROPOSED POWER
EP	P
EXISTING TELECOM	PROPOSED TELECOM
ET	T
EXISTING SNOWMAKING	PROPOSED SNOWMAKING
ESM	SM
EXISTING HYDRANT	PROPOSED HYDRANT
EH	H
EXISTING SD BOX	PROPOSED SD BOX
ESDB	SDB
EXISTING SS MANHOLE	
ESSM	
EXISTING SS MANHOLE	
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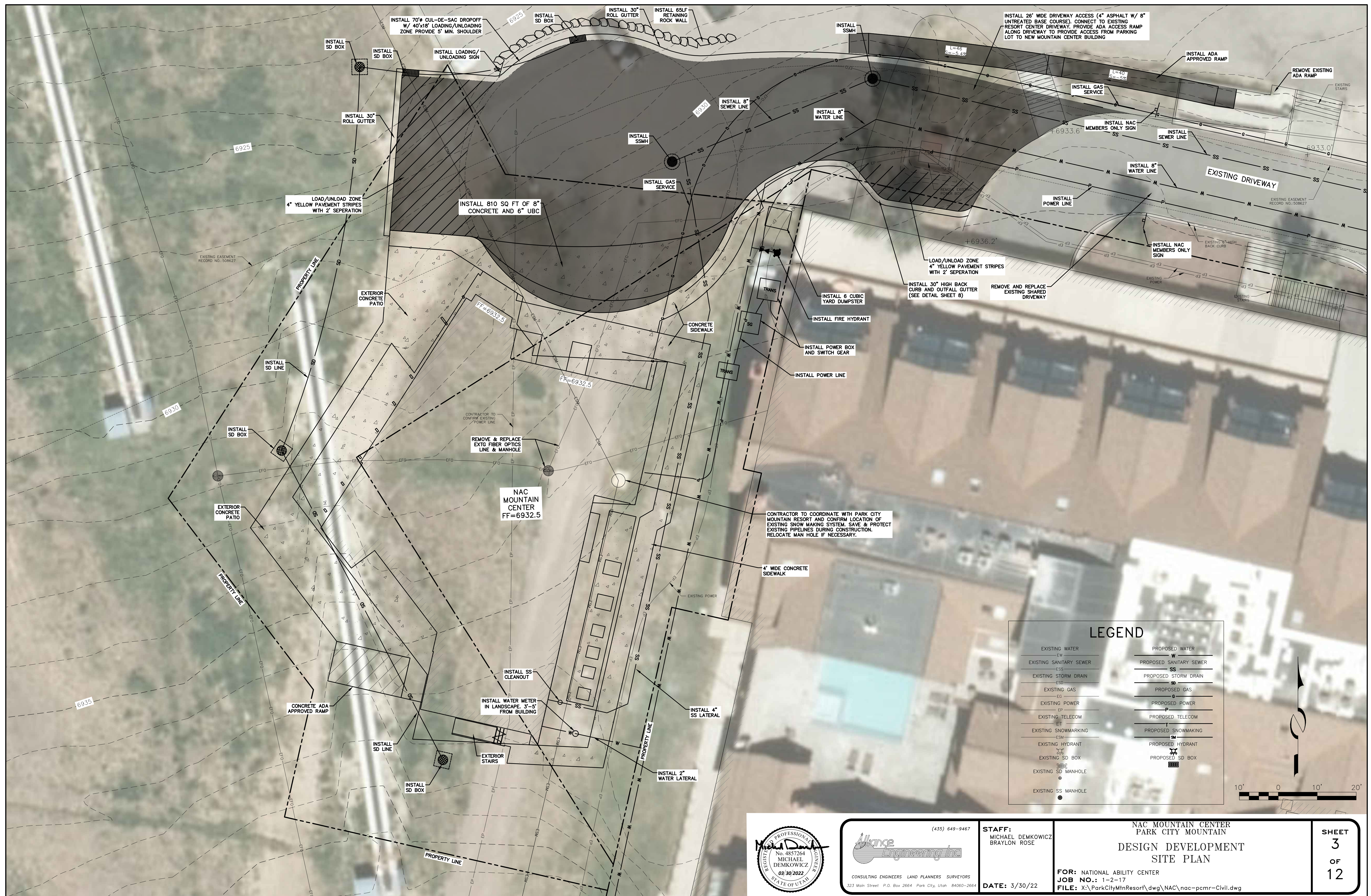
STAFF:
MICHAEL DEMKOWICZ
BRAYLON ROSE

NAC MOUNTAIN CENTER
PARK CITY MOUNTAIN
DESIGN DEVELOPMENT
EXISTING CONDITIONS

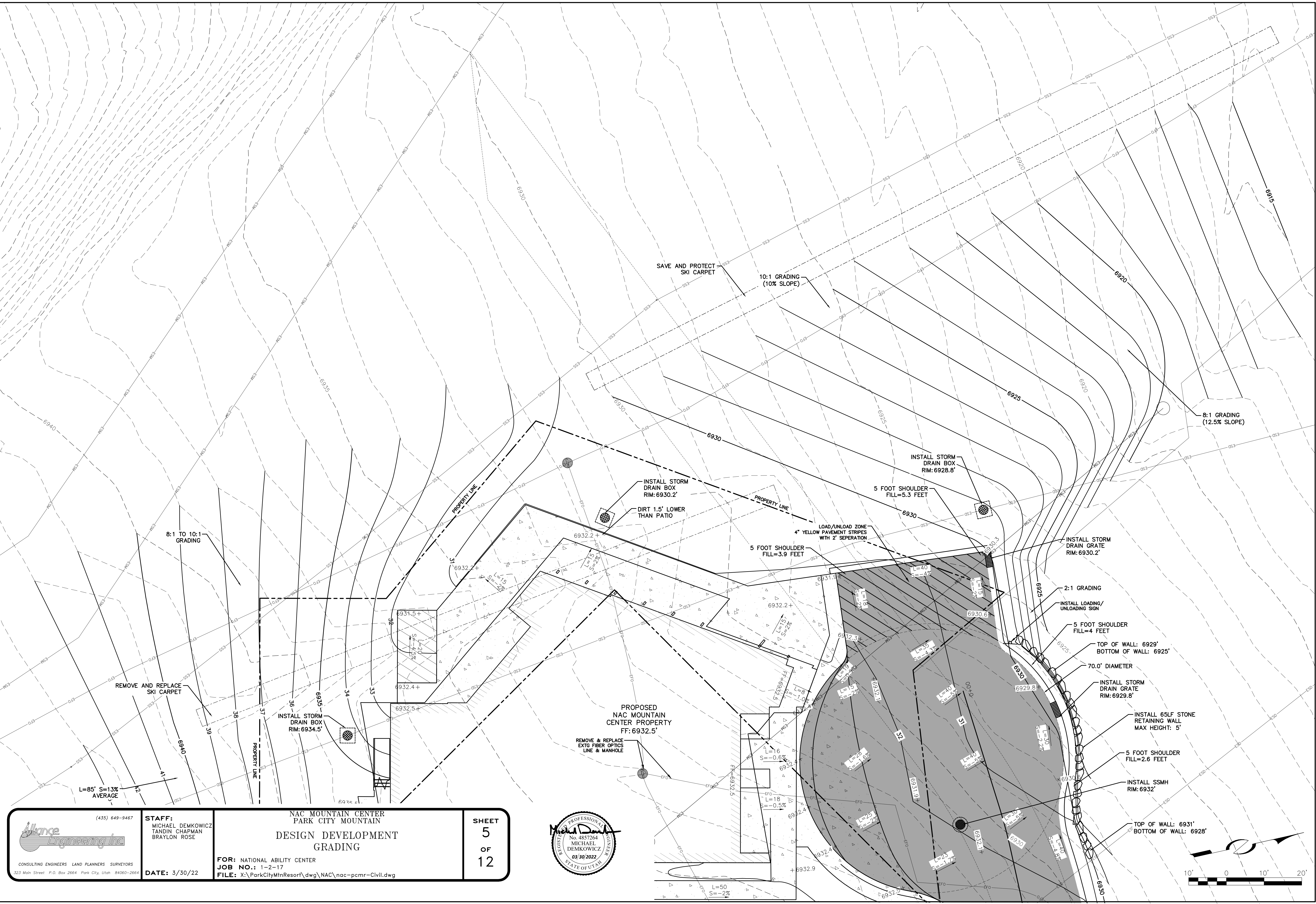
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JOB NO.: 1-2-17
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of
12

DATE: 3/30/22







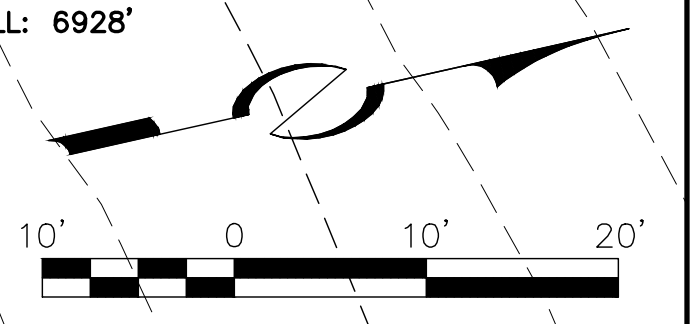


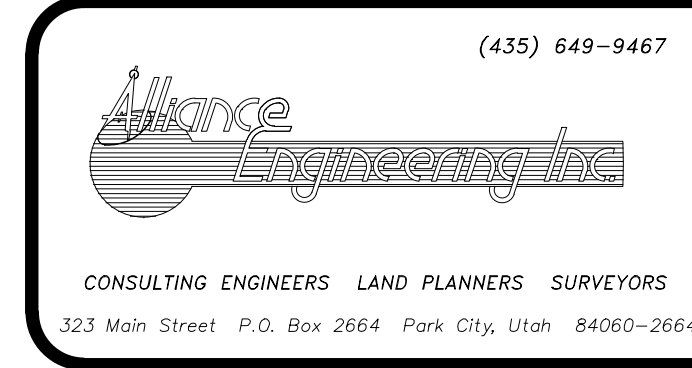
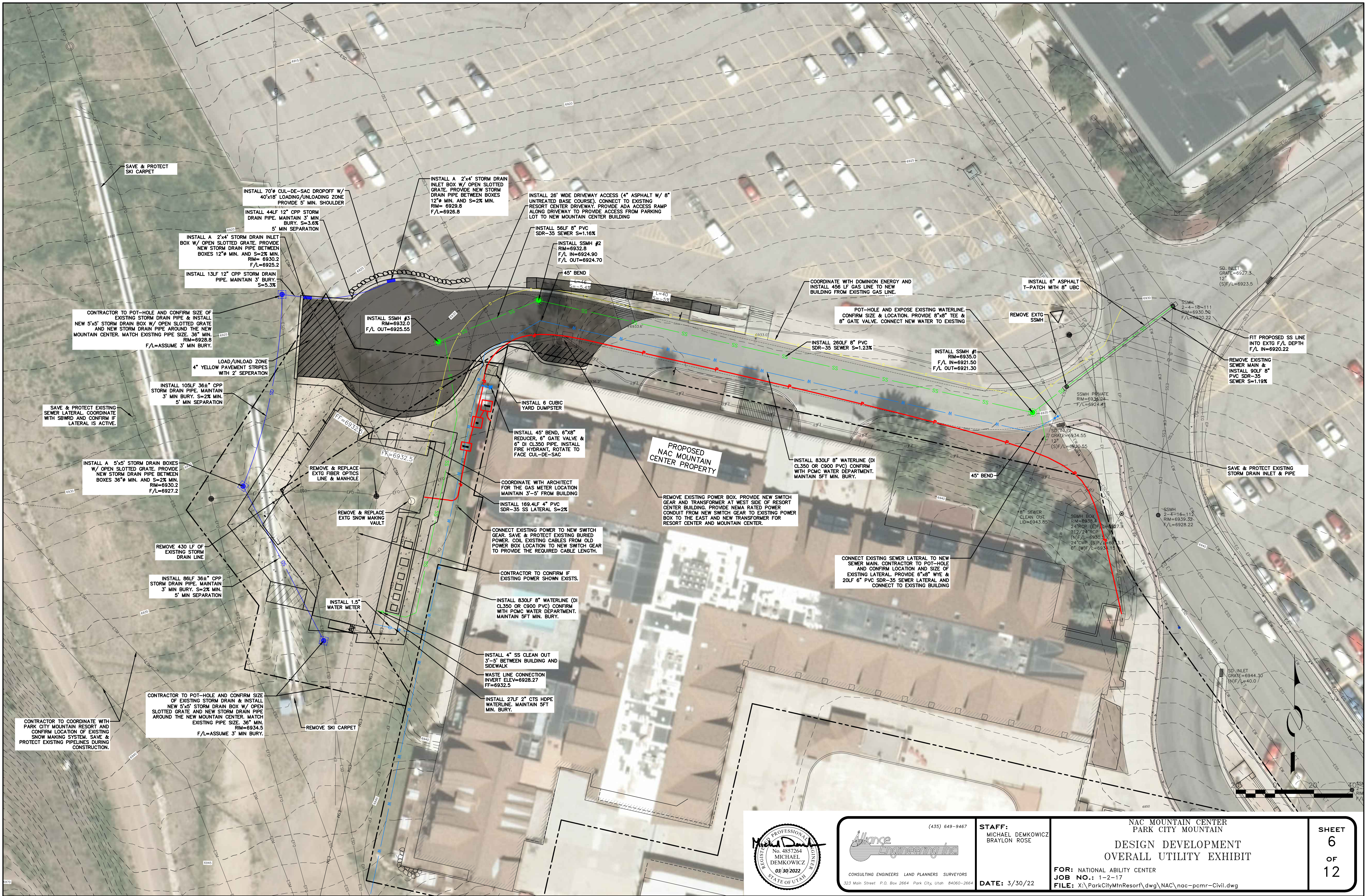
(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF: MICHAEL DEMKOWICZ TANDIN CHAPMAN BRAYLON ROSE	NAC MOUNTAIN CENTER PARK CITY MOUNTAIN DESIGN DEVELOPMENT GRADING	SHEET 5 OF 12
DATE: 3/30/22	FOR: NATIONAL ABILITY CENTER JOB NO.: 1-2-17 FILE: X:\ParkCityMtnResort\dwg\NAC\nac-pcmr-Civil.dwg	





STAFF:
MICHAEL DEMKOWICZ
BRAYLON ROSE

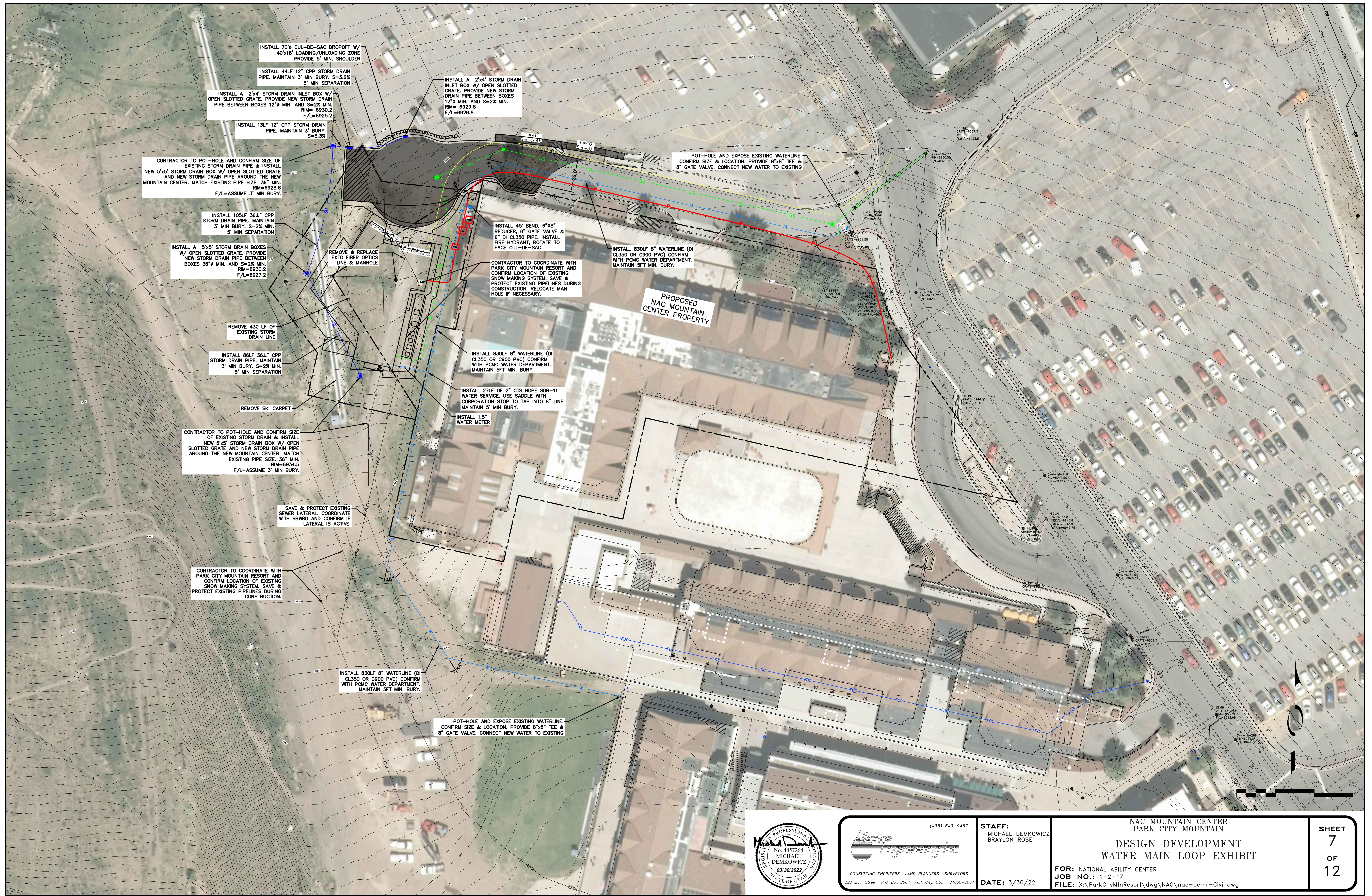
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NAC MOUNTAIN CENTER
PARK CITY MOUNTAIN

**DESIGN DEVELOPMENT
OVERALL UTILITY EXHIBIT**

FOR: NATIONAL ABILITY CENTER
JOB NO.: 1-2-17
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INSTALL 70' 8" CUL-DE-SAC DROPOFF W/
40'x18' LOADING/UNLOADING ZONE
PROVIDE 5' MIN. SHOULDER

INSTALL 44LF 12" CPP STORM DRAIN
PIPE. MAINTAIN 3' MIN BURY. S=3.64
5' MIN SEPARATION

INSTALL A 2'x4' STORM DRAIN INLET BOX W/
OPEN SLOTTED GRATE. PROVIDE NEW STORM DRAIN
PIPE BETWEEN BOXES 12" MIN. AND S=2% MIN.
RIM= 6930.2
F/L=6925.2

INSTALL 13LF 12" CPP STORM DRAIN
PIPE. MAINTAIN 3' BURY.
S=5.3%

CONTRACTOR TO POT-HOLE AND CONFIRM SIZE OF
EXISTING STORM DRAIN PIPE & INSTALL
NEW 5'x5' STORM DRAIN BOX W/ OPEN SLOTTED GRATE
AND NEW STORM DRAIN PIPE AROUND THE NEW
MOUNTAIN CENTER. MATCH EXISTING PIPE SIZE. 36" MIN.
RIM=6928.8
F/L=ASSUME 3' MIN BURY.

INSTALL 105LF 36" CPP
STORM DRAIN PIPE. MAINTAIN
3' MIN BURY. S=2% MIN.
5' MIN SEPARATION

INSTALL A 5'x5' STORM DRAIN BOXES
W/ OPEN SLOTTED GRATE. PROVIDE
NEW STORM DRAIN PIPE BETWEEN
BOXES 36" MIN. AND S=2% MIN.
RIM=6930.2
F/L=6927.2

REMOVE 430 LF OF
EXISTING STORM
DRAIN LINE

INSTALL 86LF 36" CPP
STORM DRAIN PIPE. MAINTAIN
3' MIN BURY. S=2% MIN.
5' MIN SEPARATION

REMOVE SKI CARPET

CONTRACTOR TO POT-HOLE AND CONFIRM SIZE OF
EXISTING STORM DRAIN & INSTALL
NEW 5'x5' STORM DRAIN BOX W/ OPEN
SLOTTED GRATE AND NEW STORM DRAIN PIPE
AROUND THE NEW MOUNTAIN CENTER. MATCH
EXISTING PIPE SIZE. 36" MIN.
RIM=6934.5
F/L=ASSUME 3' MIN BURY.

SAVE & PROTECT EXISTING
SEWER LATERAL. COORDINATE
WITH SBWRD AND CONFIRM IF
LATERAL IS ACTIVE.

CONTRACTOR TO COORDINATE WITH
PARK CITY MOUNTAIN RESORT AND
CONFIRM LOCATION OF EXISTING
SNOW MAKING SYSTEM. SAVE &
PROTECT EXISTING PIPELINES DURING
CONSTRUCTION.

INSTALL 830LF 8" WATERLINE (DI
CL350 OR C900 PVC) CONFIRM
WITH PCMC WATER DEPARTMENT.
MAINTAIN 5FT MIN. BURY.

POT-HOLE AND EXPOSE EXISTING WATERLINE.
CONFIRM SIZE & LOCATION. PROVIDE 8"x8" TEE &
8" GATE VALVE. CONNECT NEW WATER TO EXISTING

INSTALL A 2'x4' STORM DRAIN
INLET BOX W/ OPEN SLOTTED
GRATE. PROVIDE NEW STORM
DRAIN PIPE BETWEEN BOXES
12" MIN. AND S=2% MIN.
RIM= 6929.8
F/L=6926.8

INSTALL 45' BEND, 6"x8"
REDUCER, 6" GATE VALVE &
6" DI CL350 PIPE. INSTALL
FIRE HYDRANT, ROTATE TO
FACE CUL-DE-SAC

CONTRACTOR TO COORDINATE WITH
PARK CITY MOUNTAIN RESORT AND
CONFIRM LOCATION OF EXISTING
SNOW MAKING SYSTEM. SAVE &
PROTECT EXISTING PIPELINES DURING
CONSTRUCTION. RELOCATE MAN
HOLE IF NECESSARY.

INSTALL 830LF 8" WATERLINE (DI
CL350 OR C900 PVC) CONFIRM
WITH PCMC WATER DEPARTMENT.
MAINTAIN 5FT MIN. BURY.

INSTALL 27LF OF 2" CTS HDPE SDR-11
WATER SERVICE. USE SADDLE WITH
CORPORATION STOP TO TAP INTO 8" LINE.
MAINTAIN 5' MIN BURY.

INSTALL 1.5"
WATER METER

INSTALL 830LF 8" WATERLINE (DI
CL350 OR C900 PVC) CONFIRM
WITH PCMC WATER DEPARTMENT.
MAINTAIN 5FT MIN. BURY.

PROPOSED
NAC MOUNTAIN
CENTER PROPERTY

POT-HOLE AND EXPOSE EXISTING WATERLINE.
CONFIRM SIZE & LOCATION. PROVIDE 8"x8" TEE &
8" GATE VALVE. CONNECT NEW WATER TO EXISTING

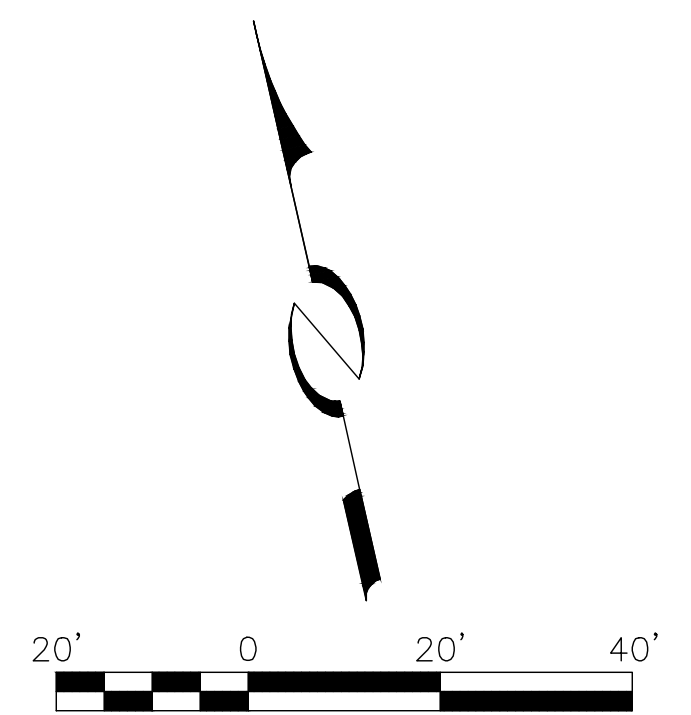
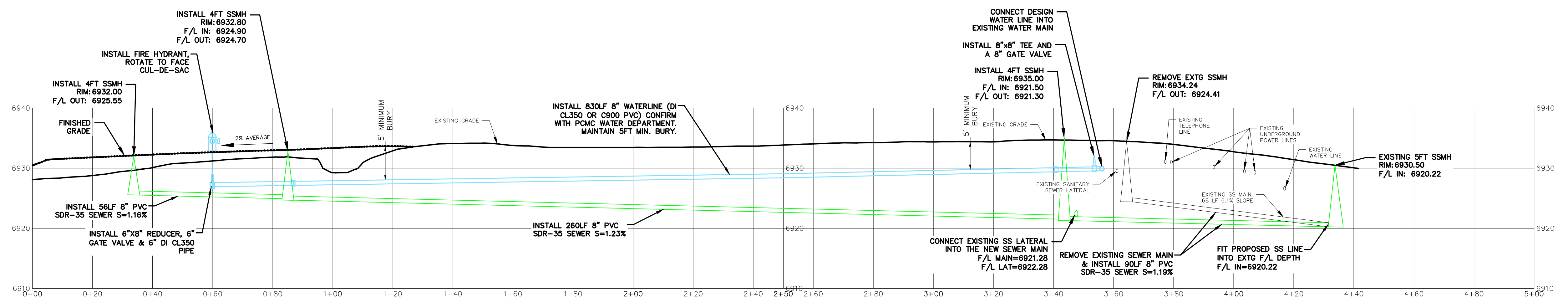
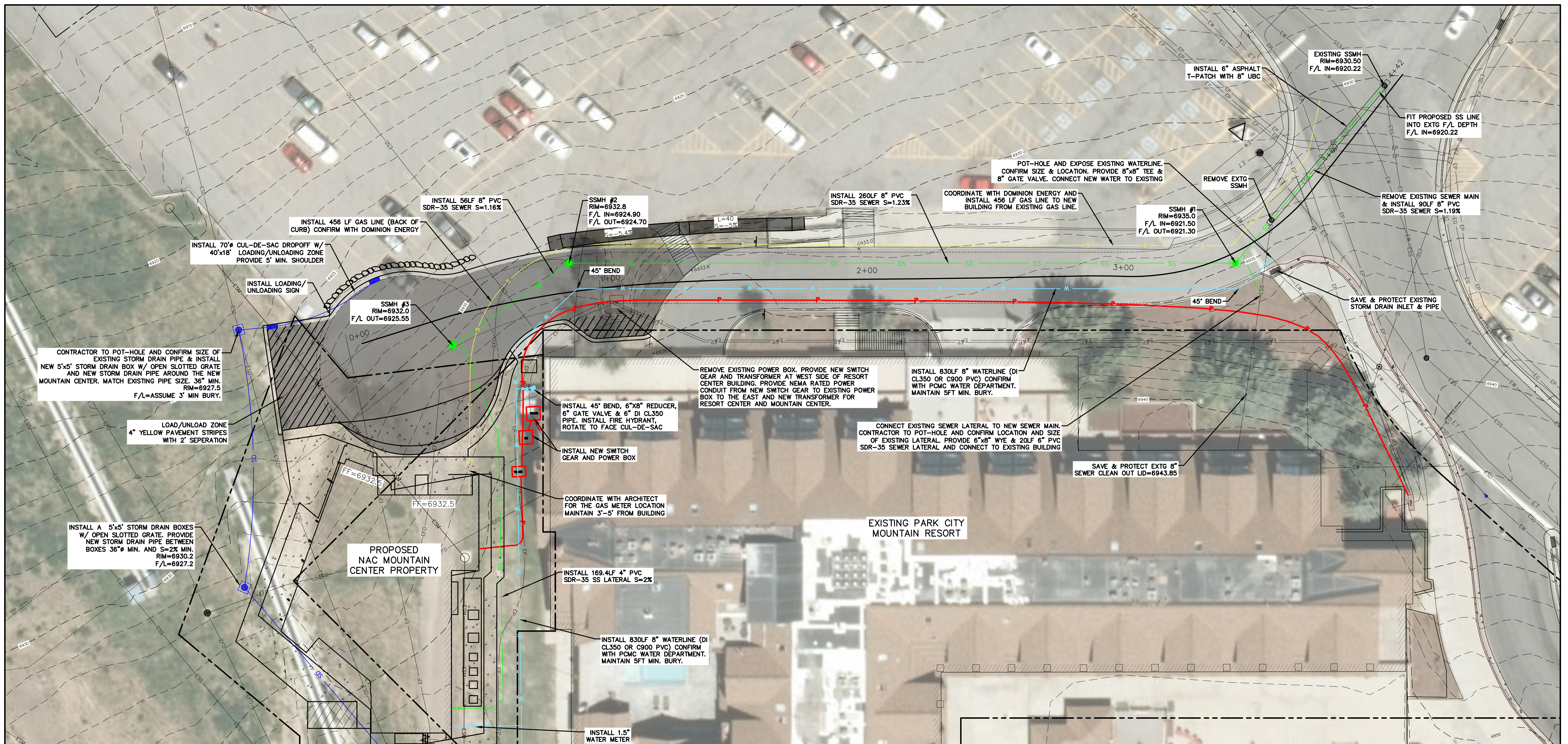


Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664
(435) 649-9467

STAFF:
MICHAEL DEMKOWICZ
BRAYLON ROSE
DATE: 3/30/22

NAC MOUNTAIN CENTER
PARK CITY MOUNTAIN
**DESIGN DEVELOPMENT
WATER MAIN LOOP EXHIBIT**
FOR: NATIONAL ABILITY CENTER
JOB NO.: 1-2-17
FILE: X:\ParkCityMtnResor\dwg\NAC\nac-pcmr-Civil.dwg

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of
12



Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

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STAFF:
MICHAEL DEMKOWICZ
BRAYLON ROSE

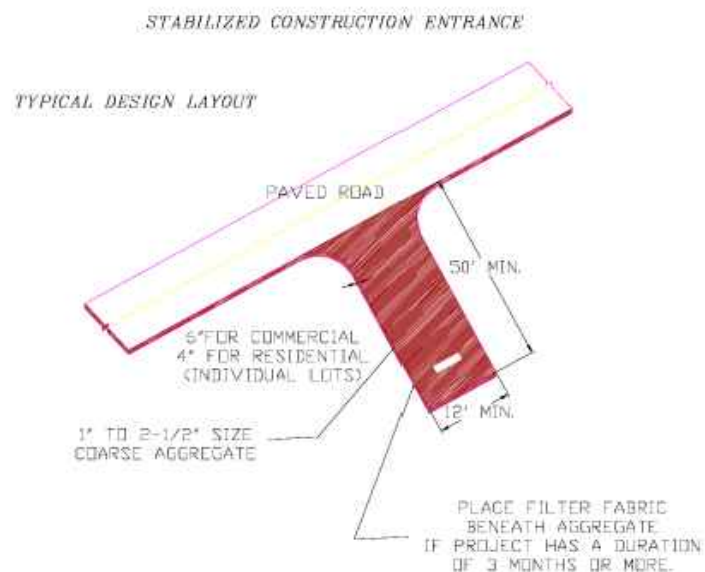
DATE: 3/30/22

**NAC MOUNTAIN CENTER
PARK CITY MOUNTAIN**

**DESIGN DEVELOPMENT
UTILITIES PLAN & PROFILE**

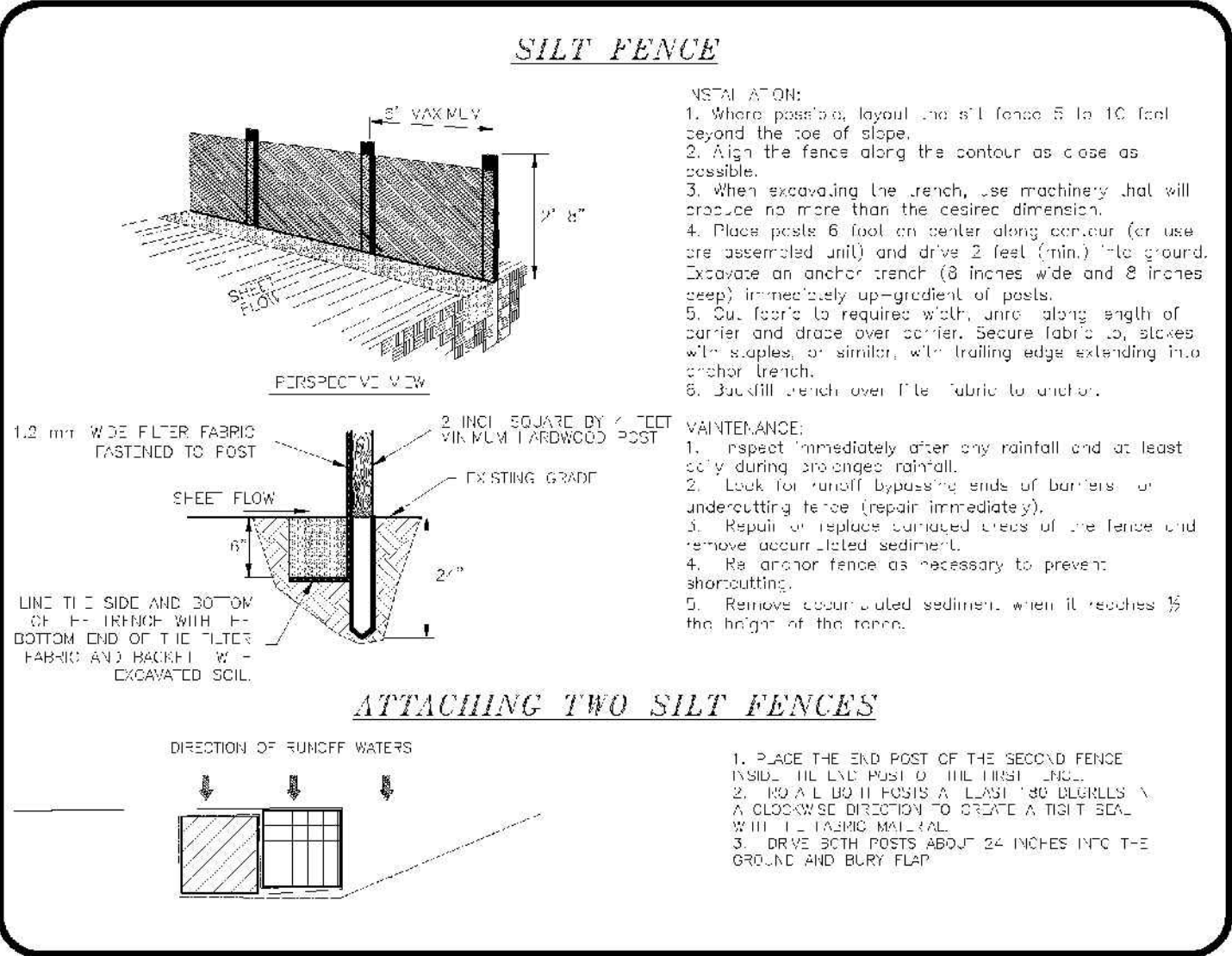
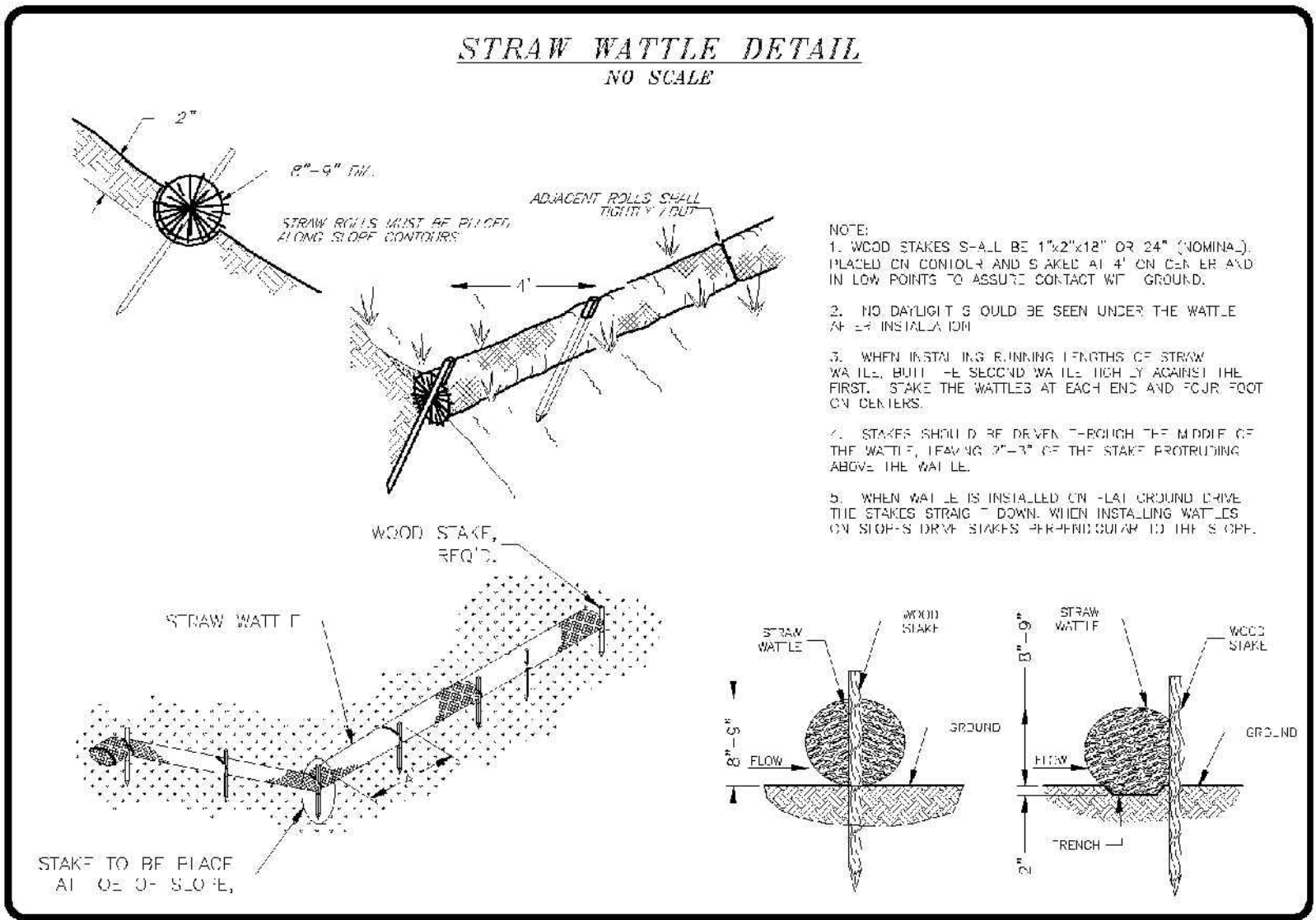
FOR: NATIONAL ABILITY CENTER
JOB NO.: 1-2-17
FILE: X:\ParkCityMtnResor\dwg\NAC\nac-pcmr-Civil.dwg

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- INSTALLATION:**
1. Install at any point of ingress or egress at a construction site where adjacent traveled way is paved.
 2. Clear and grub area and grade to provide slope shown for driveway, or access/intersection. If adjacent to waterway, use a maximum slope of 2%.
 3. Compact subgrade and place filter fabric if required.
 4. Place coarse aggregate, 1 to 2 1/2 inches size, to a minimum depth of 6 inches for commercial projects, and 4 inches for residential projects.

- MAINTENANCE:**
1. Inspect daily for loss of gravel or sediment buildup.
 2. Inspect adjacent roadway for sediment deposit and clean by sweeping or shoveling.
 3. Repair entrance and replace gravel as required to maintain control in good working condition.
 4. Expand stabilized area as required to accommodate traffic, and off site street parking and prevent erosion at driveway.

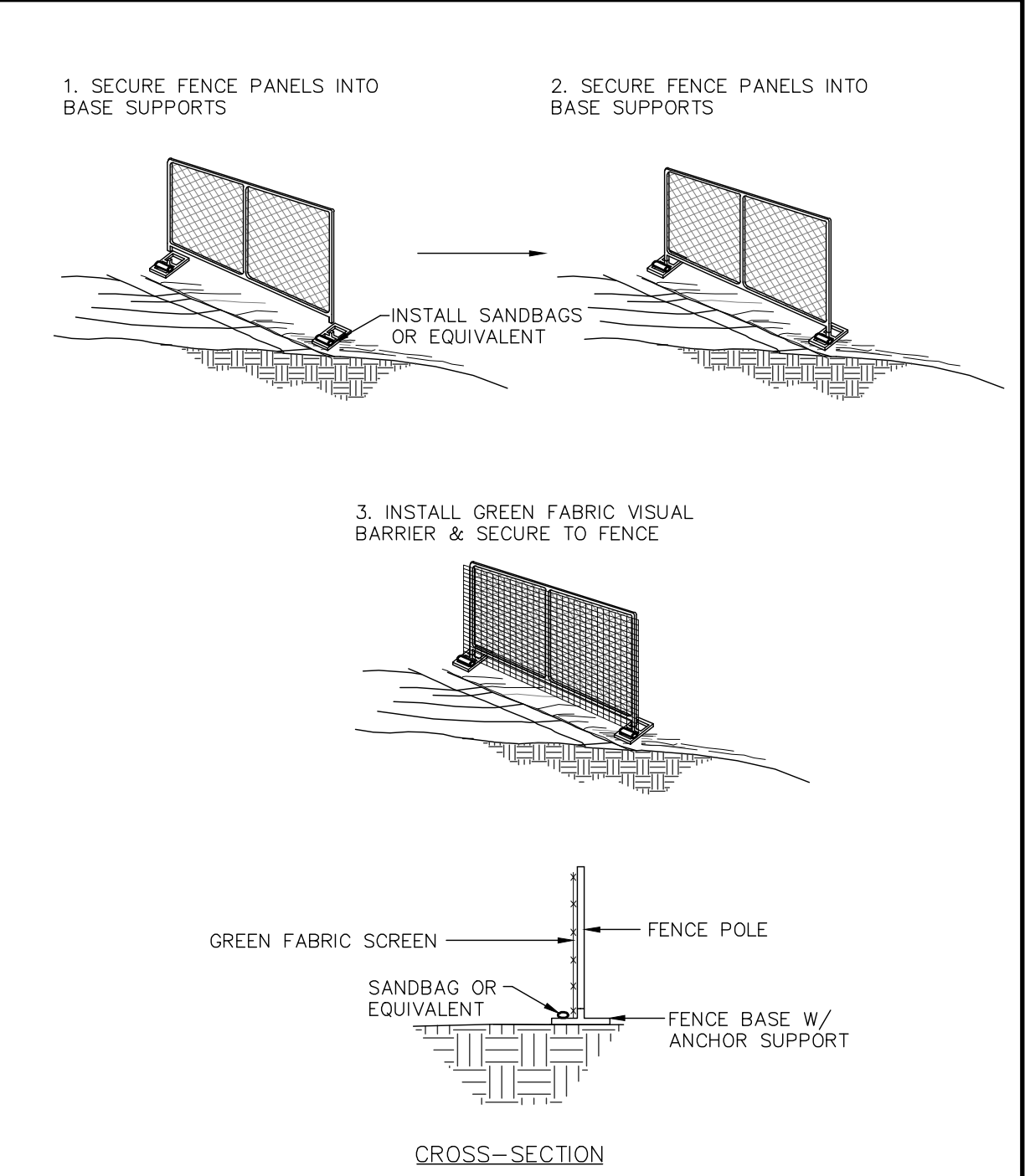


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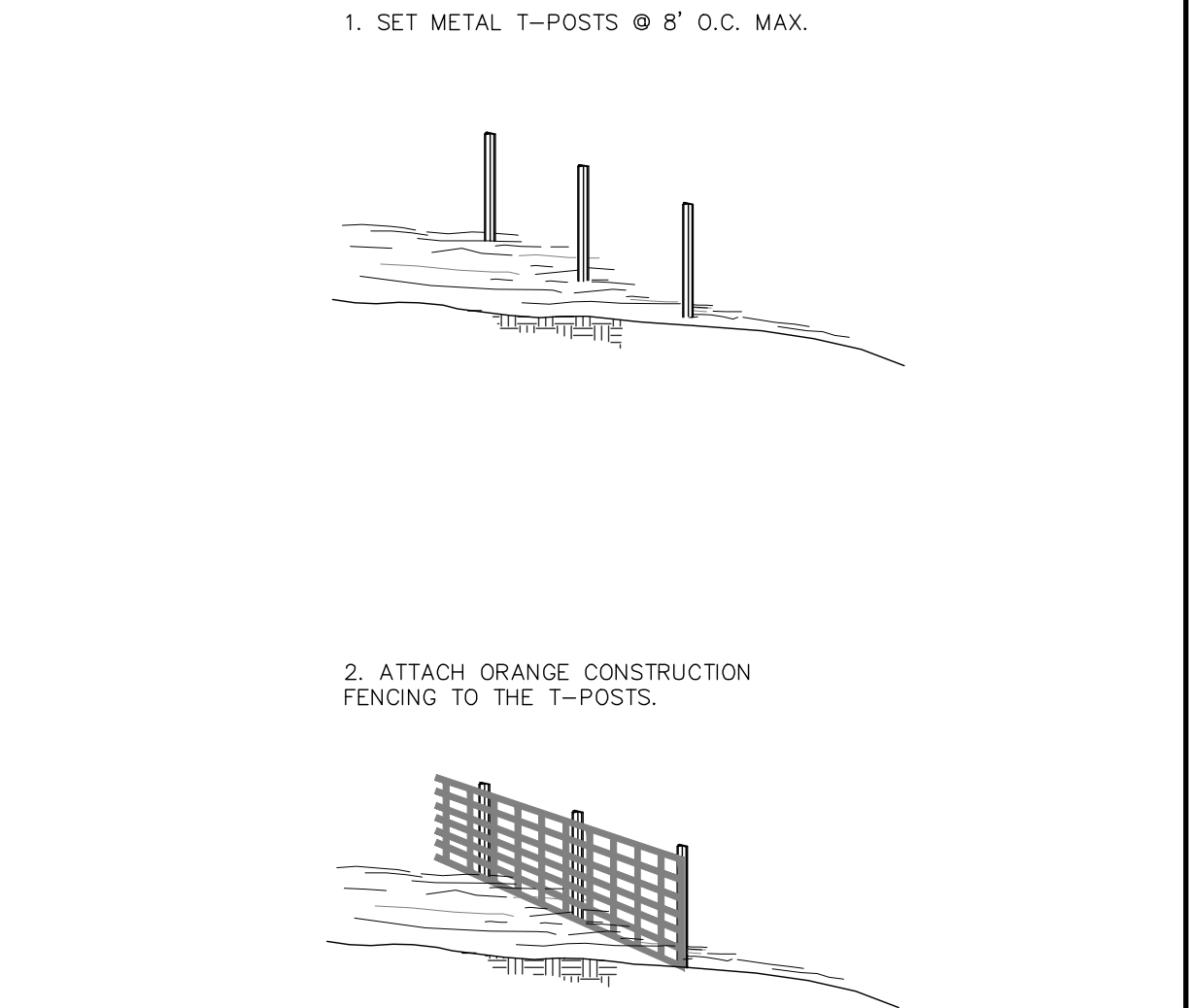
STAFF:
MICHAEL DEMKOWICZ
BRAYLON ROSE
DATE: 3/30/22

NAC MOUNTAIN CENTER
PARK CITY MOUNTAIN
**DESIGN DEVELOPMENT
OVERALL UTILITY EXHIBIT**
FOR: NATIONAL ABILITY CENTER
JOB NO.: 1-2-17
FILE: X:\ParkCityMtnResor\dwg\NAC\nac-pcmr-Civil.dwg

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of
12**



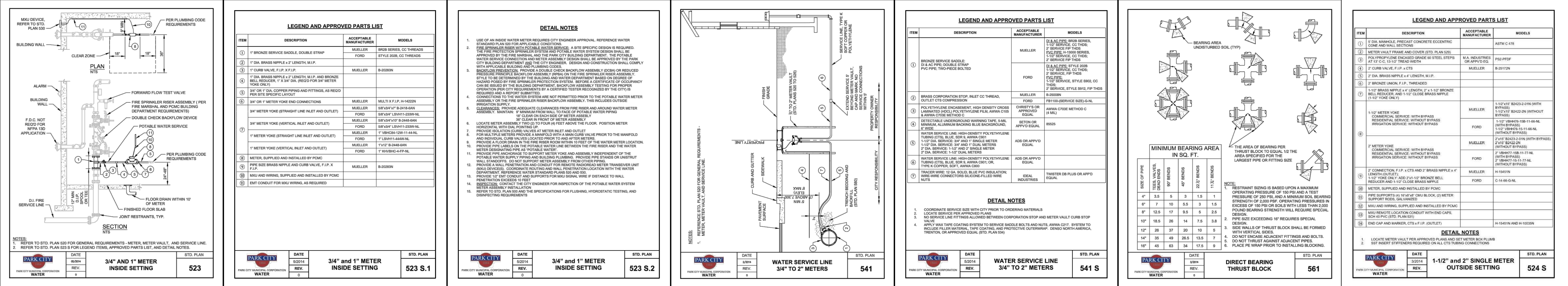
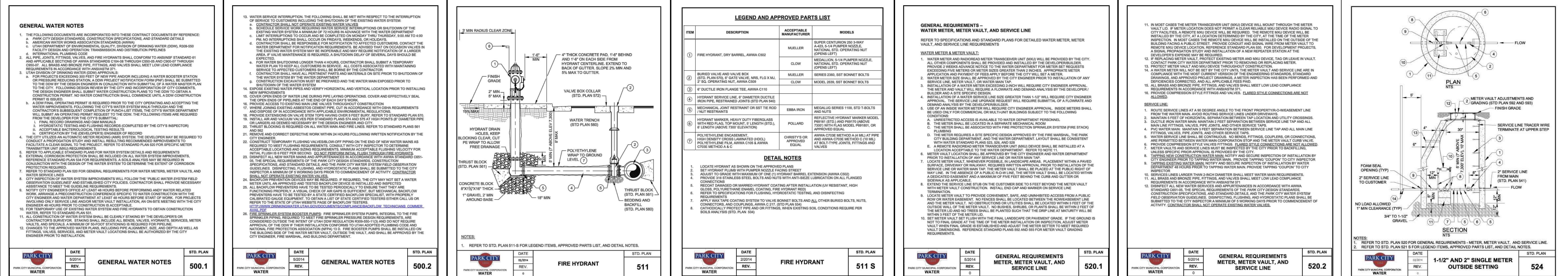
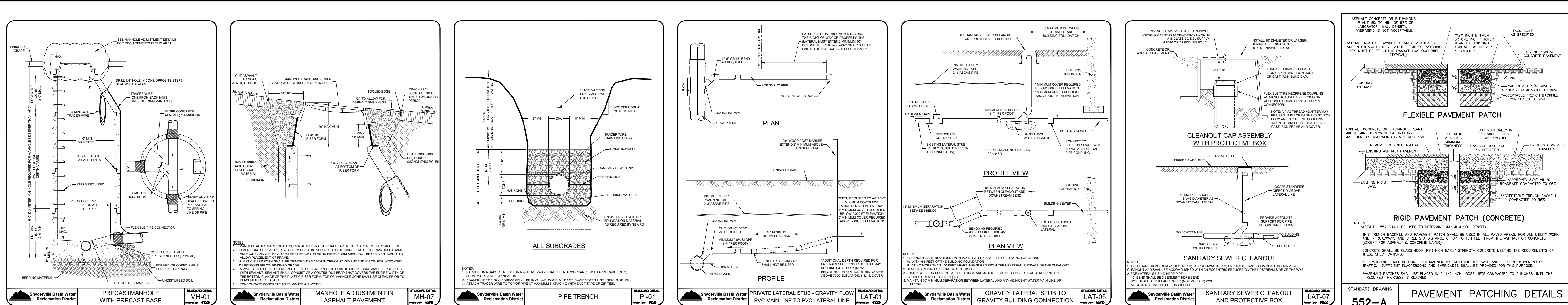
STANDARD DRAWING
CHAIN-LINK FENCE DETAIL
ALLIANCE ENGINEERING
dtl\parkcity\chain-link fence

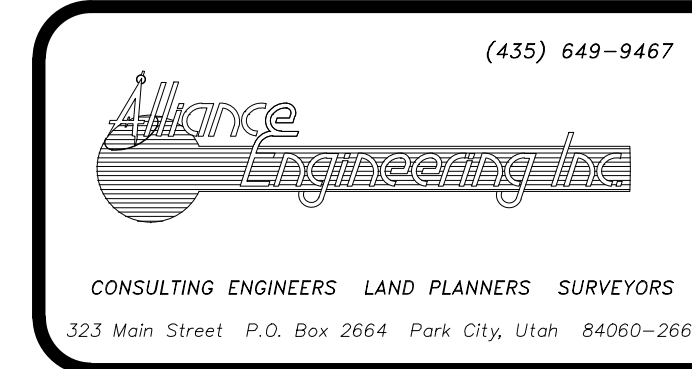
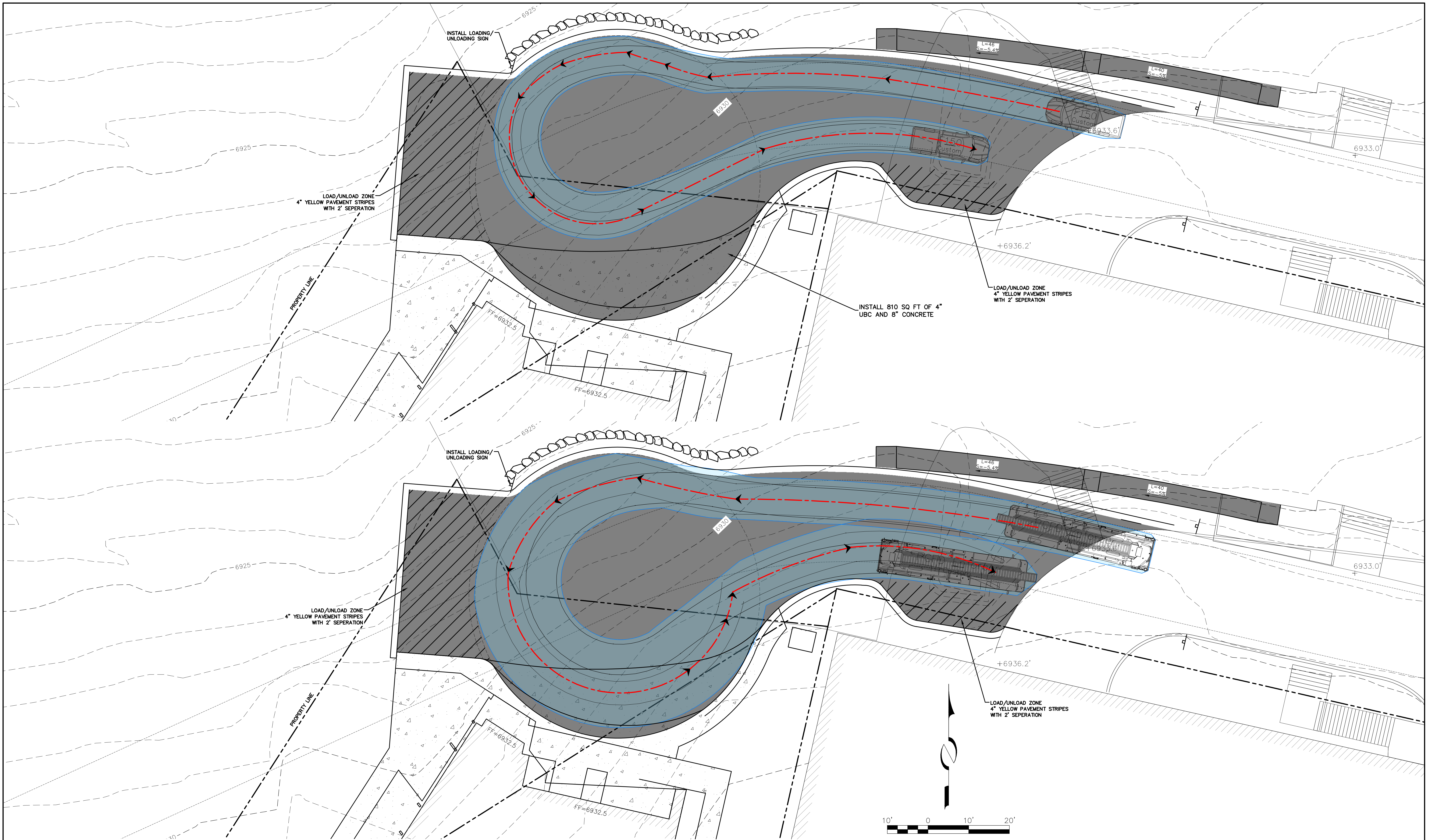


STANDARD DRAWING
CONSTRUCTION FENCE DETAIL
ALLIANCE ENGINEERING
dtl\parkcity\const fence



20' 0 20' 40'





STAFF:
MICHAEL DEMKOWICZ
BRAYLON ROSE

DATE: 3/30/22

NAC MOUNTAIN CENTER
PARK CITY MOUNTAIN

**DESIGN DEVELOPMENT
EXHIBIT**

FOR: NATIONAL ABILITY CENTER
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NAC MOUNTAIN CENTER
PARK CITY MOUNTAIN
**DESIGN DEVELOPMENT
FUTURE PEG DEVELOPMENT**
FOR: NATIONAL ABILITY CENTER
JOB NO.: 1-2-17
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NATIONAL ABILITY CENTER
MOUNTAIN CENTER
1341 Lowell Ave
Park City, UT 84060

Date Revision

PLANNING
SUBMISSION

NEXUS PROJECT #: 16149
CHECKED BY: KH
DRAWN BY: JS
DATE: MARCH 30, 2022

ARCHITECTURAL
SITE PLAN

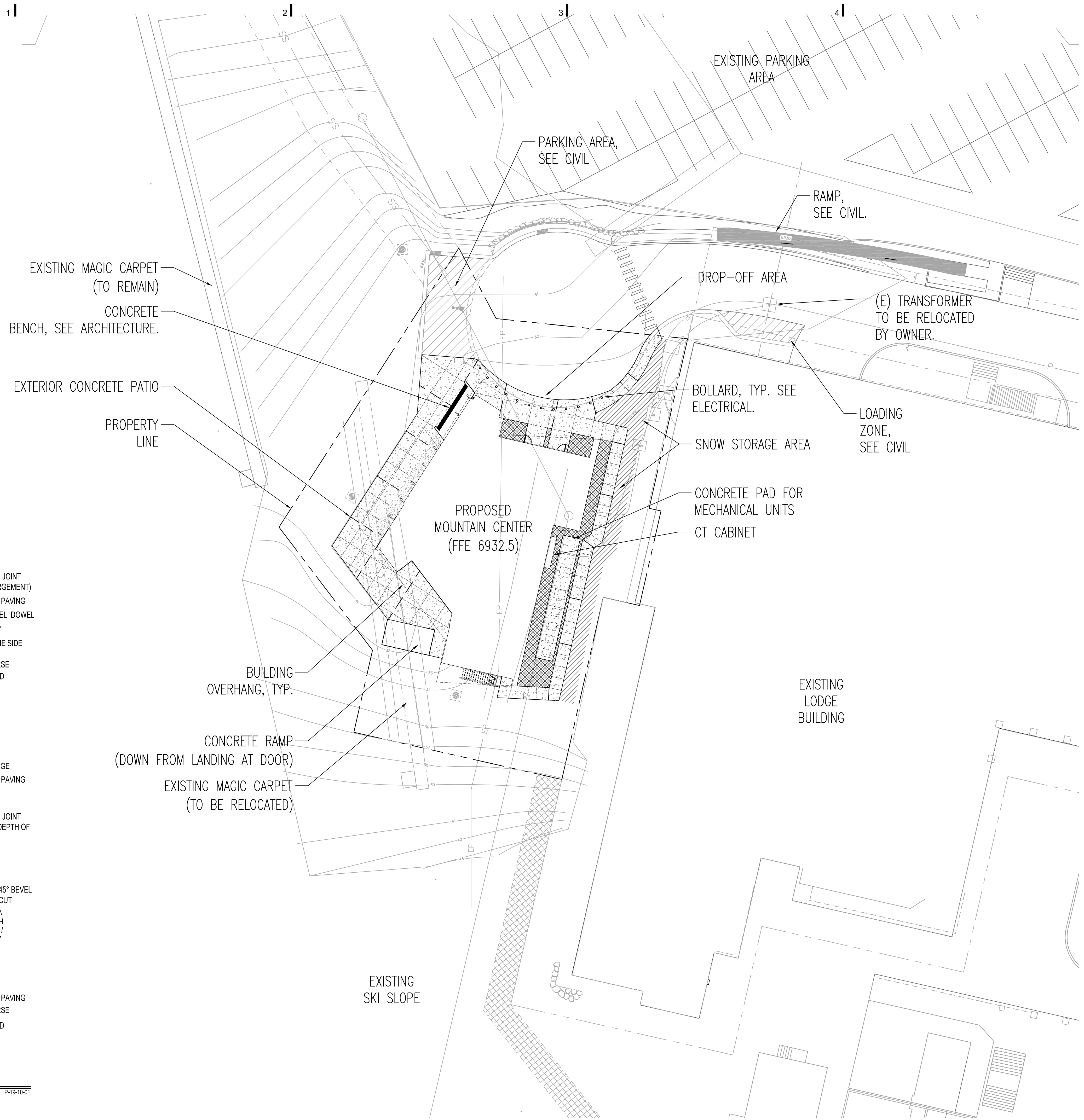
AS101

5 | GENERAL NOTES:

- A. EXISTING SITE VEGETATION INCLUDES NATIVE GRASSES AND WILDFLOWERS ON THE GROUND PLANE. THERE ARE NO SIGNIFICANT TREES OR PLANTS EXISTING WITHIN THE PROPOSED SITE BOUNDARY.
- B. ALL AREAS OF DISTURBANCE (CUT SLOPES AND FILL SLOPES) SHALL BE REVEGETATED WITH A NATIVE SEED MIX TO MATCH EXISTING CONDITIONS.
- C. SNOW STORAGE WILL NOT BE NECESSARY WITHIN THE PROPOSED SITE BOUNDARY DUE TO NO PROPOSED IMPROVEMENTS REQUIRING SNOW PLOWING AND NO EXISTING SNOW STORAGE OCCURRING WITHIN THE PROPOSED SITE. THE MAJORITY OF THE SITE WILL BE GROOMED BY VAIL'S SNOW MACHINES.

Site Plan Legend

Symbol	Description
	CONCRETE PAVING (3,695 SQ.FT.)
	SHREDDED BARK MULCH AREA (788 SQ.FT.)
	SAW CUT JOINTS, SEE DETAIL THIS SHEET.
	EXPANSION JOINTS, SEE DETAIL THIS SHEET.



EXISTING MAGIC CARPET
(TO REMAIN)
CONCRETE
BENCH, SEE ARCHITECTURE.
EXTERIOR CONCRETE PATIO
PROPERTY
LINE

PROPOSED
MOUNTAIN CENTER
(FFE 6932.5)

EXISTING PARKING
AREA

RAMP,
SEE CIVIL.

DROP-OFF AREA

(E) TRANSFORMER
TO BE RELOCATED
BY OWNER.

BOLLARD, TYP. SEE
ELECTRICAL.

SNOW STORAGE AREA

LOADING
ZONE,
SEE CIVIL

CONCRETE PAD FOR
MECHANICAL UNITS

CT CABINET

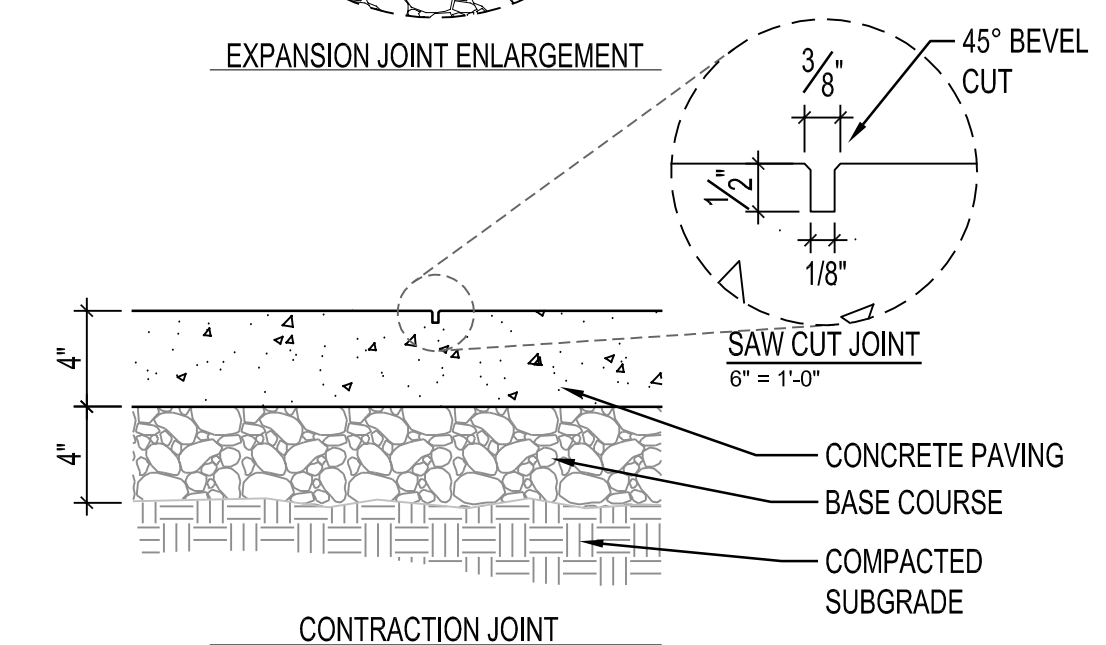
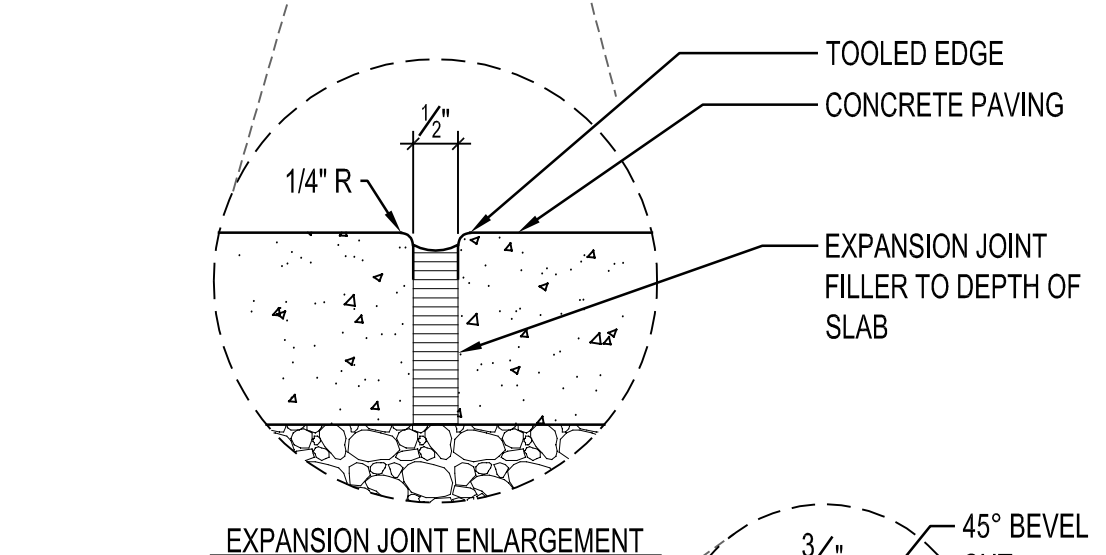
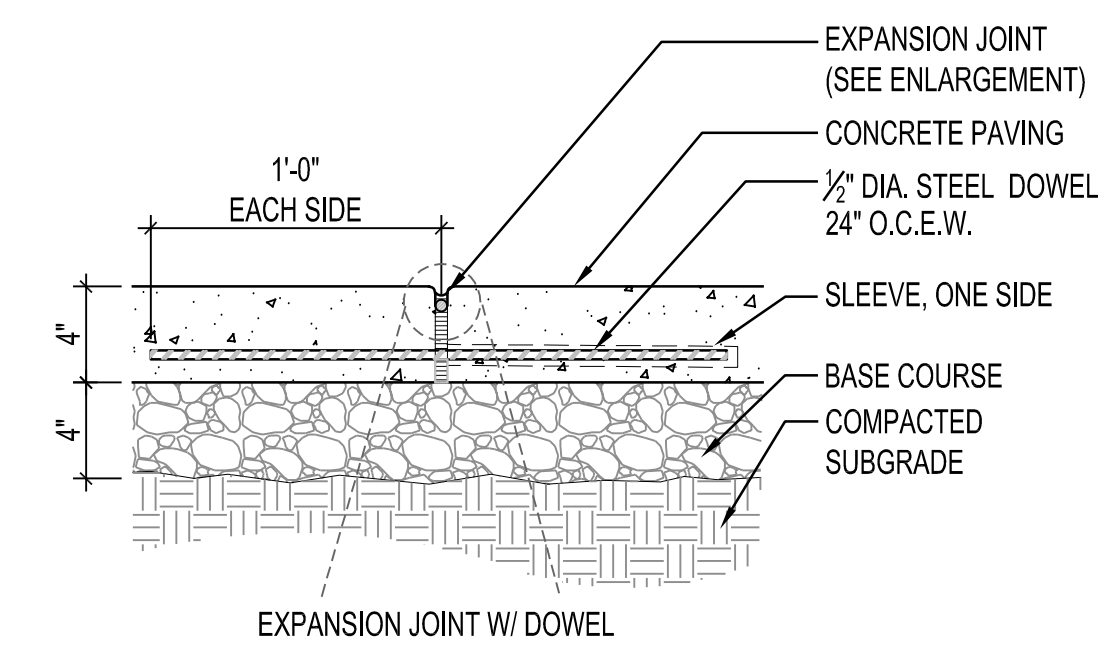
EXISTING
LODGE
BUILDING

BUILDING
OVERHANG, TYP.

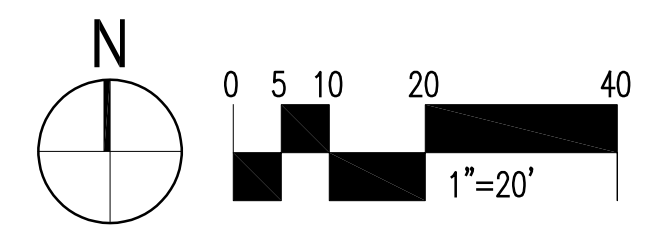
CONCRETE RAMP
(DOWN FROM LANDING AT DOOR)

EXISTING MAGIC CARPET
(TO BE RELOCATED)

EXISTING
SKI SLOPE

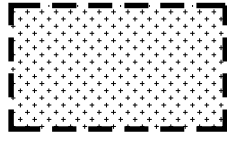
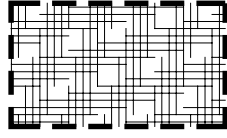


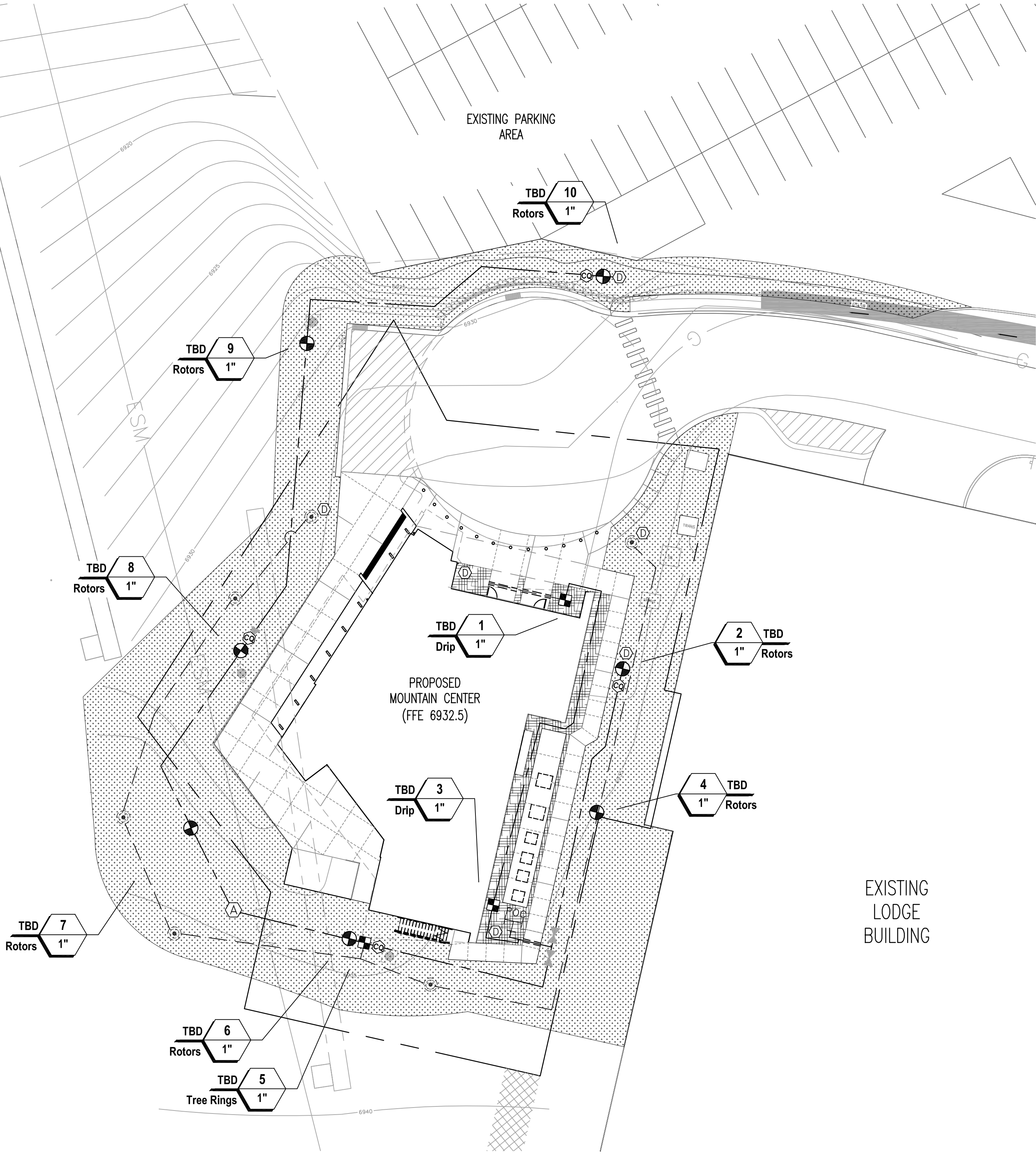
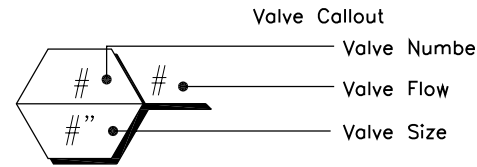
A1 CONCRETE PAVING JOINTS
AS101 1 1/2" = 1'-0" P-19-10-01



1/19/2022 4:07:07 PM

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD R-VAN18 1806-SAM-P45 TURF ROTARY 45-270 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 12.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR.	TBD
	RAIN BIRD X CZ-100-PRF 1" MEDIUM FLOW DRIP CONTROL KIT, 1" DV VALVE, 1" PRESSURE REGULATING FILTER, 40PSI PRESSURE REGULATOR. 3GPM - 15GPM.	3
	TREE RING - 2 DRIP RINGS 2 DRIP RINGS USING 12" EMITTER SPACING @ .9 GPH. 12" SPACING FROM TRUNK TO FIRST RING. 30" SPACING FROM TRUNK TO SECOND RING.	6
	AREA TO RECEIVE DRIP EMITTERS NETAFIM SPCV SINGLE OUTLET PRESSURE COMPENSATING DRIP EMITTER, 1.5PSI INTERNAL CHECK VALVE, WITH SELF-PIERCING BARB. BLUE= 0.5GPH, BLACK= 1.0GPH, RED= 2.0GPH.	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD PESB-PRS-D 1-1/2" 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION, WITH PRESSURE REGULATING MODULE AND SCRUBBER.	7
	2" RAINBIRD 44-NP QUICK COUPLER VALVE	4
	LANDSCAPE PRODUCTS INC. BGV 2" BRASS GATE VALVE, THREADED BONNET, NON-RISING STEM, PRESSURE RATED TO 200 PSI. SAME SIZE AS MAINLINE.	6
	AIR RELIEF VALVE LOCATE AT HIGH POINTS	TBD
	DRAIN VALVE LOCATE AT LOW POINTS .	TBD
	ZURN 375 3/4" 2" REDUCED PRESSURE PRINCIPLE ASSEMBLY	1
NOT SHOWN	RAINBIRD ESP-TM2-12 WITH LNK WIFI MODULE AND WR2RFC-WR2 WIRELESS RAIN/FREEZE SENSOR COMBO. LOCATE IN FIRE RISER ROOM. SEE ELECTRICAL FOR MORE INFORMATION.	1
	STRONG BOX SBBC-30AL1 LOW PROFILE INSULATED BACKFLOW ENCLOSURE, WITH MARINE GRADE ALUMINUM. 30"L, 30"H, 16.25"W (76.2CM L, 76.2CM H, 41.275CM W).	1
---	IRRIGATION LATERAL LINE: PVC SCHEDULE 40	
----	IRRIGATION MAINLINE: PVC SCHEDULE 40	
=====	PIPE SLEEVE: PVC CLASS 200 SDR 21	
	2" POINT OF CONNECTION, SEE DETAIL A6/LI701 AND CIVIL FOR MORE INFORMATION.	



IRRIGATION GENERAL NOTES:

1. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC., SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY. INSTALL PIPING AND VALVES IN PLANTING AREAS WHERE POSSIBLE, AND LOCATE ELECTRIC CONTROL AND QUICK COUPLING VALVES IN GROUND COVER/SHRUB AREAS, 6" TO 12" AWAY FROM EDGE OF SIDEWALK FOR EASY ACCESS.
2. COORDINATE ALL SLEEVING AND CONDUIT AS INDICATED PRIOR TO BEGINNING WORK.
3. THE CONTRACTOR SHALL FLUSH ALL LINES PRIOR TO INSTALLING DRIP EMITTERS.
4. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS DIAGRAMMATICALLY SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN SITE DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN FORESEEN AND CONSIDERED IN THE ENGINEERING. THE LANDSCAPE ARCHITECT SHOULD BE INFORMED IN WRITING OF SUCH OBSTRUCTIONS AND DIFFERENCES, BUT IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS AND REPAIR WORK NECESSARY.
5. THE CONTRACTOR ASSUMES ALL LIABILITY ASSOCIATED WITH THE MODIFICATION OF THE IRRIGATION SYSTEM DESIGN WITHOUT NOTIFYING THE LANDSCAPE ARCHITECT.
6. FOR ADDITIONAL INFORMATION, SEE IRRIGATION SCHEDULE, DETAILS AND SPECIFICATIONS. REVIEW ARCHITECTURAL, CIVIL, ELECTRICAL, MECHANICAL, SITE AND LANDSCAPE DRAWINGS FOR MORE INFORMATION.
7. THE IRRIGATION SYSTEM HAS BEEN DESIGNED FOR A REQUIRED MINIMUM STATIC PRESSURE OF 65 PSI. NO PIPE SHALL HAVE A VELOCITY THAT EXCEEDS 5 FPS AT ANY TIME. THE CONTRACTOR IS RESPONSIBLE TO VERIFY THE STATIC WATER PRESSURE AT THE POINT OF CONNECTION PRIOR TO BEGINNING WORK. CONTRACTOR WILL BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES OF STATED VERSUS ACTUAL STATIC WATER PRESSURE READINGS, IN WRITING, PRIOR TO BEGINNING WORK. IN THE EVENT THE CONTRACTOR FAILS TO VERIFY AND CONFIRM STATED VERSUS ACTUAL STATIC WATER PRESSURE PRIOR TO BEGINNING WORK AND DISCREPANCIES EXIST, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL MODIFICATIONS TO CONSTRUCTION WORK AS DIRECTED BY THE LANDSCAPE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER.

EMITTER SCHEDULE:

PLANT SIZE	EMITTER GPH	QTY. PER PLANT
1 GAL	.5	1
2 GAL	.5	1
5 GAL	.5	2
15 GAL	1	3
1.5" CAL.	2	2
2" CAL.	2	2
5-7" B&B	2	4

WHERE MORE THAN ONE EMITTER IS REQUIRED FOR PLANT, SPACE EMITTERS EQUIDISTANT AROUND ROOTBALL



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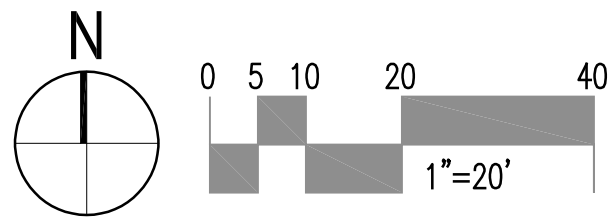


NATIONAL ABILITY CENTER
MOUNTAIN CENTER
1341 Lowell Ave
Park City, UT 84060

PLANNING
SUBMISSION

NEXUS PROJECT #: 16149
CHECKED BY: KH
DRAWN BY: JS
DATE: MARCH 30, 2022

IRRIGATION PLAN



LI101

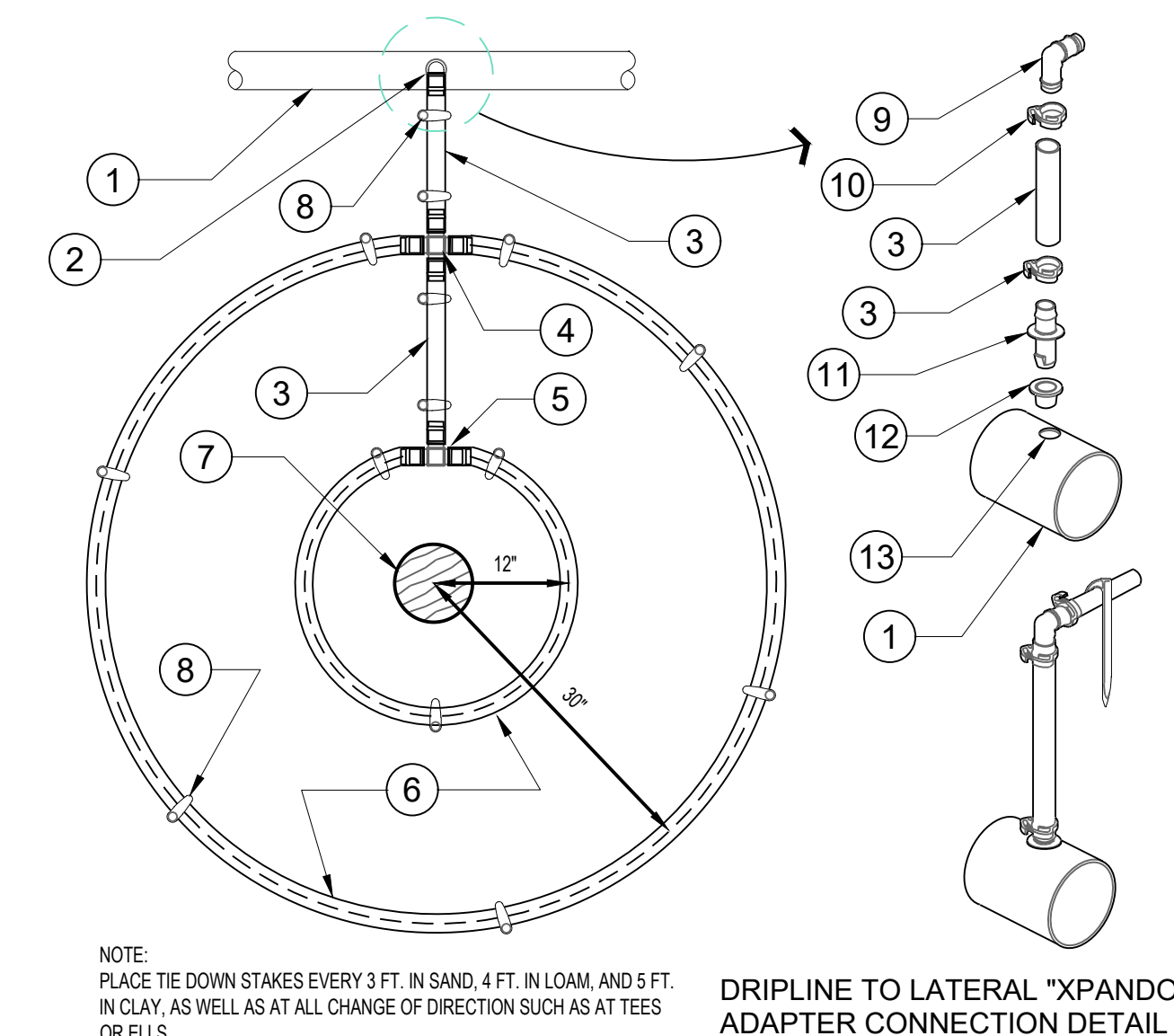
A3

N.T.S.

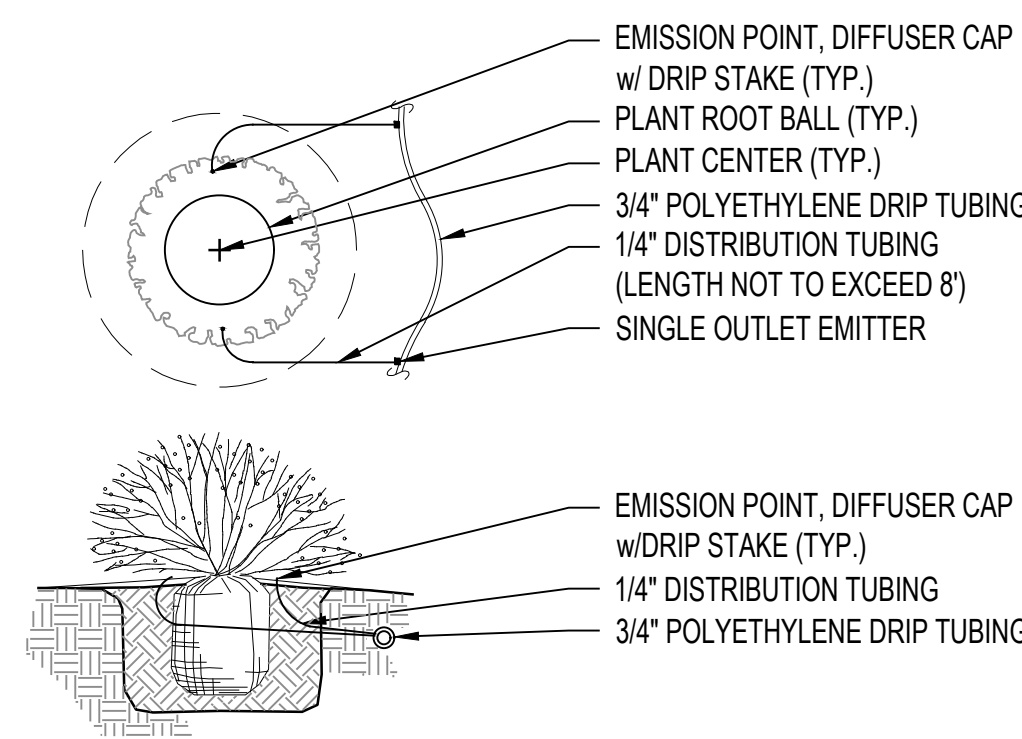
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B3 SHRUB EMITTER PLACEMENT

LI701 SCALE: NTS



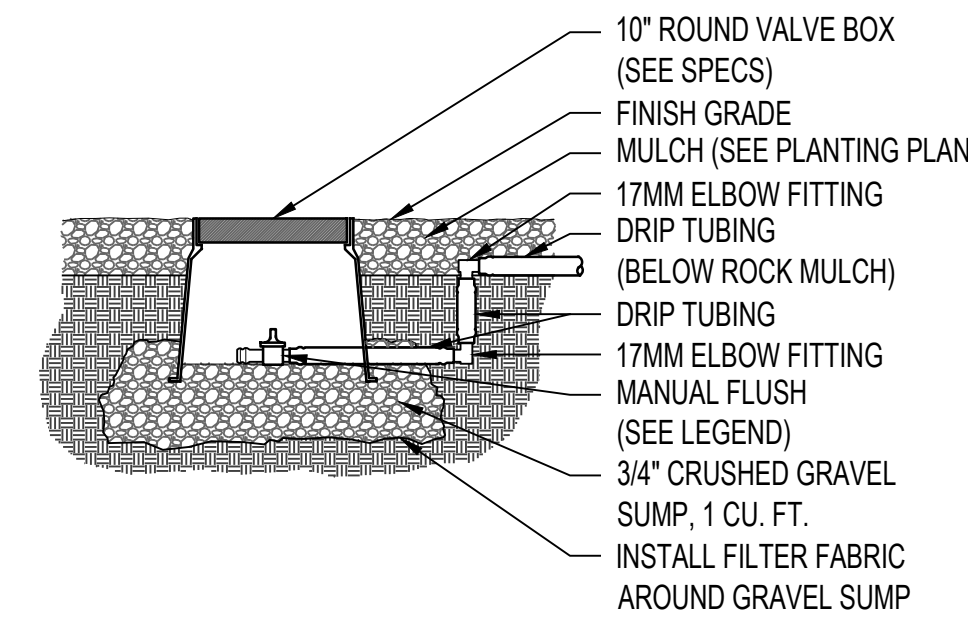
- 1 PVC LATERAL SUPPLY PIPE, SIZE AS PER PLAN WITH MINIMUM SIZE 1 1/2" DIAMETER.
- 2 DRIPLINE CONNECTION TO BELOW GRADE LATERAL PIPE, SEE DRIPLINE TO LATERAL "XPANDO" ADAPTER CONNECTION DETAIL.
- 3 1/2" POLYETHYLENE BLANK TUBING, AS REQUIRED.
- 4 BARB CROSS INSERT FITTING.
- 5 BARB TEE INSERT FITTING.
- 6 AT-GRADE DRIPLINE, INNER RING 12" FROM PLANT, OUTER RING 30" FROM PLANT. DRIPLINE TO BE 0.9GPH EMITTERS AT 12" O.C.
- 7 PLANT TRUNK.
- 8 TYPICAL ANTELCO ASTA TIE-DOWN STAKE, SEE NOTES.
- 9 DRIPLINE BARBED INSERT ELL.
- 10 RATCHET CLAMP AT ALL BARBED CONNECTIONS, ANTELCO PART NO. 44345.
- 11 INSERT ADAPTER, ANTELCO "XPANDO" 13MM X 14MM, PART NO. 45585.
- 12 13MM ANTELCO "CAPO" RUBBER GROMMET, NO. 45735.
- 13 DRILL 5/8" HOLE IN PVC LATERAL PIPE WHERE REQUIRED. YOU MUST USE A "FORSTNER" DRILL BIT FOR DRILLING INTO PVC. REMOVE ANY EXCESS BURRS OR ROUGH EDGES.



- NOTE:
1. MAXIMUM LENGTH OF ONE DISTRIBUTION TUBE SHALL BE 8'.
 2. EMITTERS SHALL BE EQUALLY SPACED AROUND ROOTBALL.
 3. FLUSH ALL LINES THOROUGHLY PRIOR TO EMITTER INSTALLATION.
 4. ALL EMITTERS SHALL BE LOCATED ON UPHILL SIDE OF PLANT MATERIAL. ADDITIONAL EMISSION POINTS SHALL BE WITHIN PLANT PIT PERIMETER AS DIRECTED IN EMITTER SCHEDULE.
 5. DRIP VALVE ZONES (HYDROZONES) ARE DESIGNED TO ACCOUNT FOR DIFFERENCES IN PLANT REQUIREMENTS AND SUN EXPOSURE. CONTRACTOR SHALL ENSURE HYDROZONES ARE VALVED SEPARATELY AS SHOWN ON PLAN. THIS IS A WATERING GUIDE ONLY. SITE, SOIL AND PLANT CONDITIONS VARY GREATLY. CONTRACTOR MUST OBSERVE THE PLANT MATERIAL AND MAKE ADJUSTMENTS AS NECESSARY FOR PROPER PLANT WATERING.

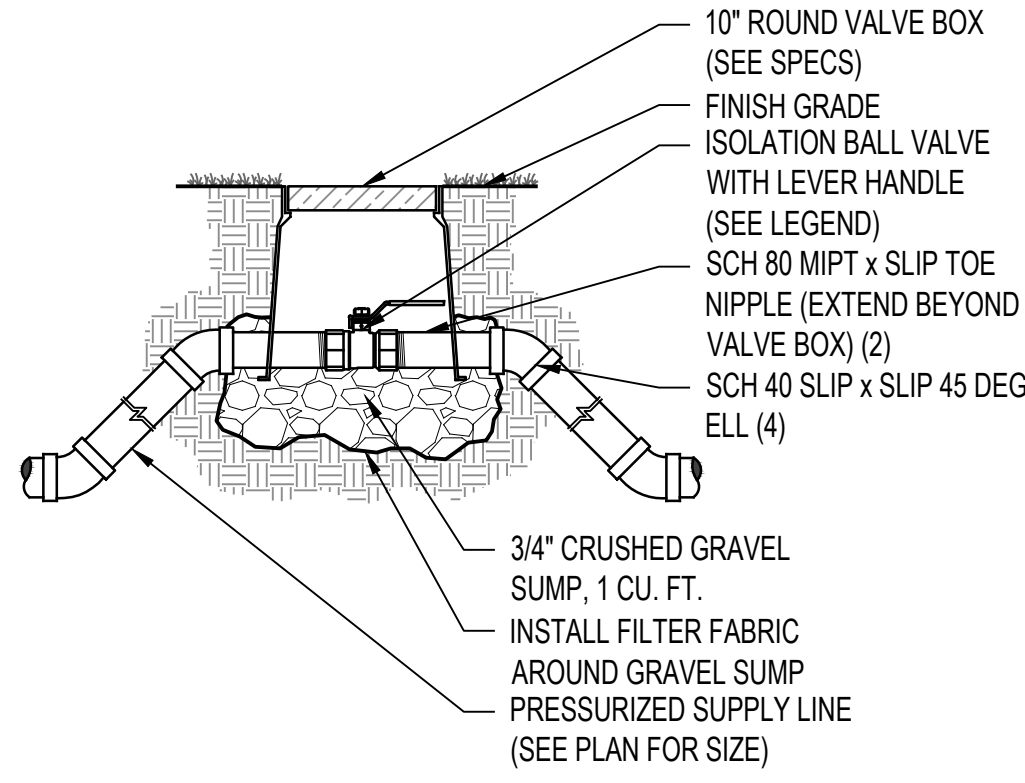
C4 MANUAL FLUSH VALVE

LI701 SCALE: 1" = 1'-0"



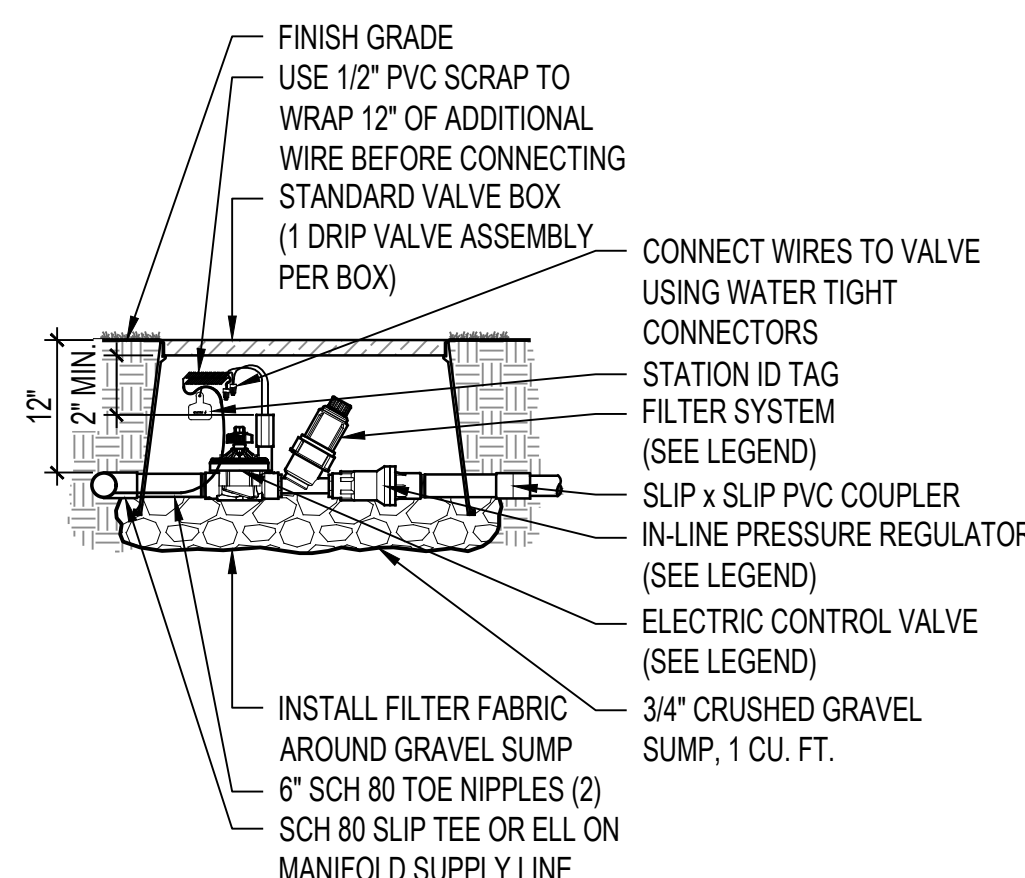
B5 ISOLATION BALL VALVE

LI701 SCALE: 1" = 1'-0"



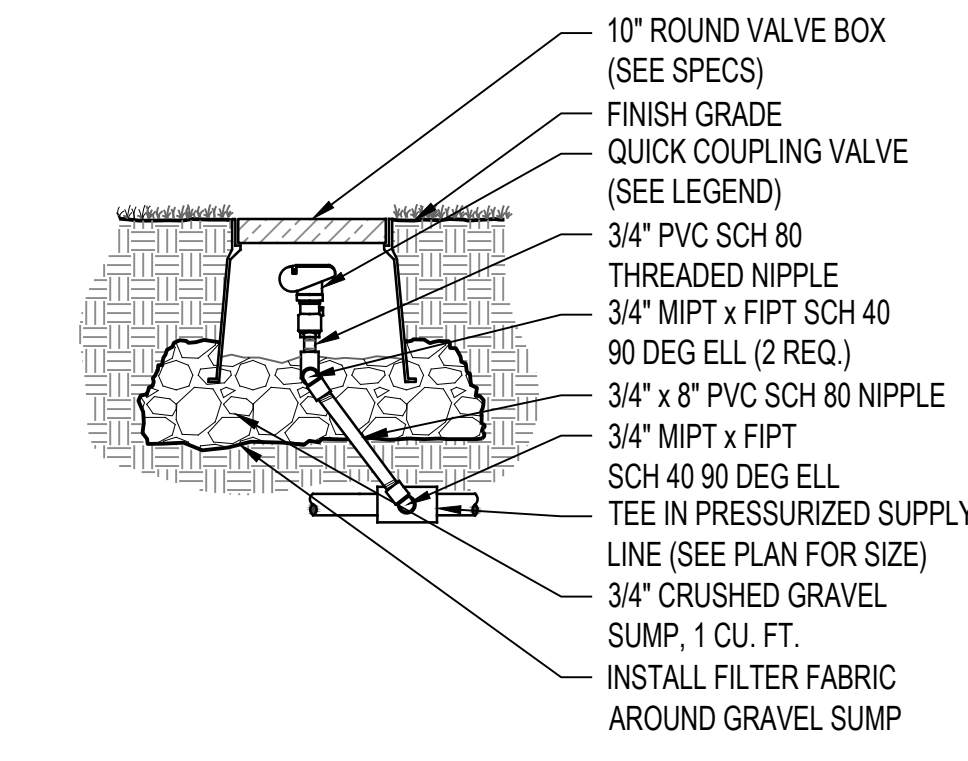
C5 DRIP VALVE ASSEMBLY

LI701 SCALE: 1 1/2" = 1'-0"



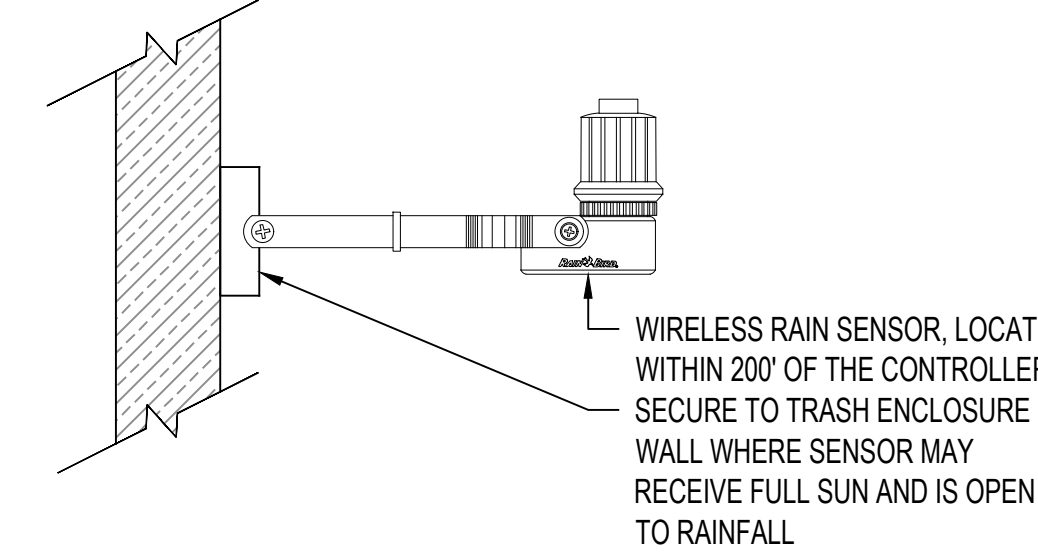
D5 QUICK COUPLER

LI701 SCALE: 1" = 1'-0"



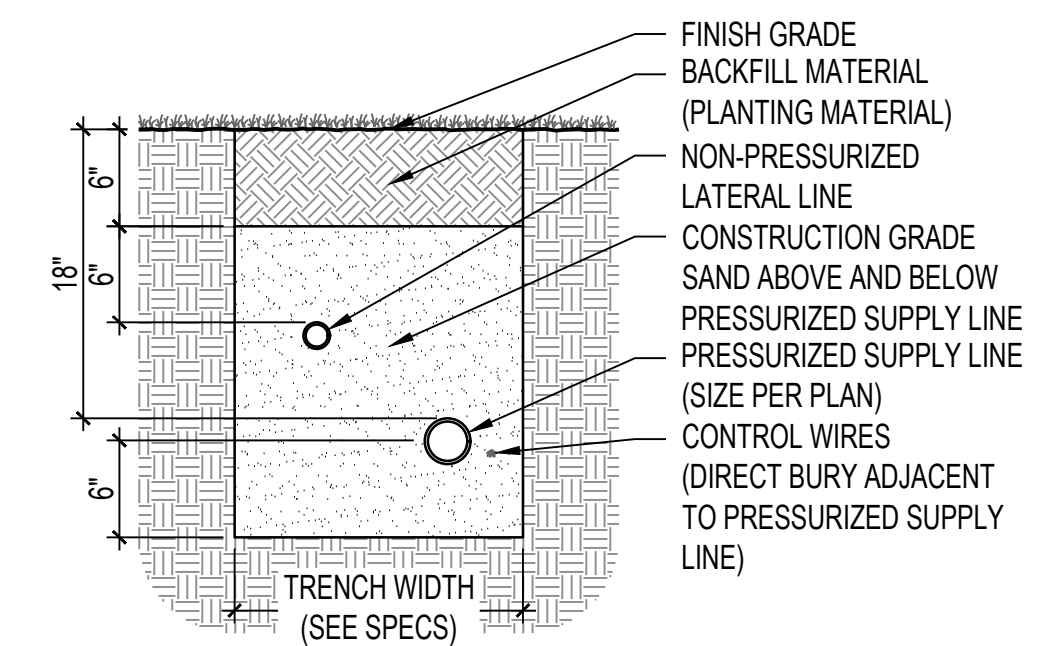
B6 WIRELESS RAIN SENSOR

LI701 SCALE: NTS



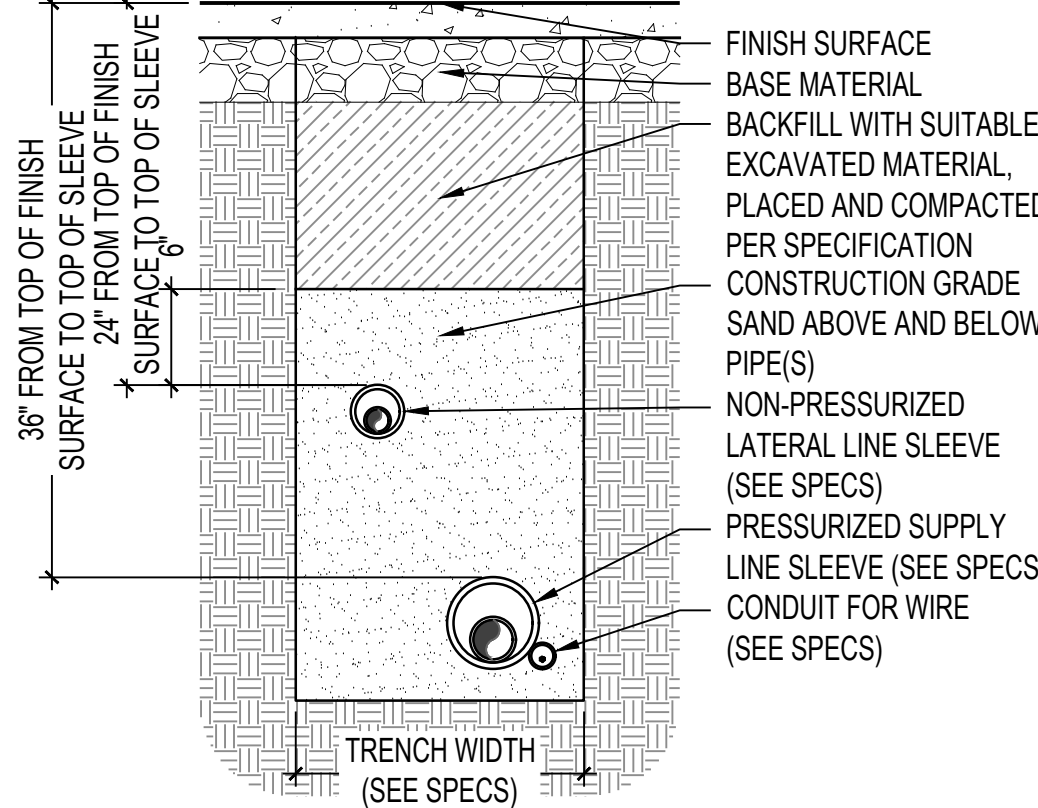
C6 TRENCH IN LANDSCAPE AREA

LI701 SCALE: 1" = 1'-0"



D6 TRENCH IN HARDSCAPE AREA

LI701 SCALE: 1" = 1'-0"

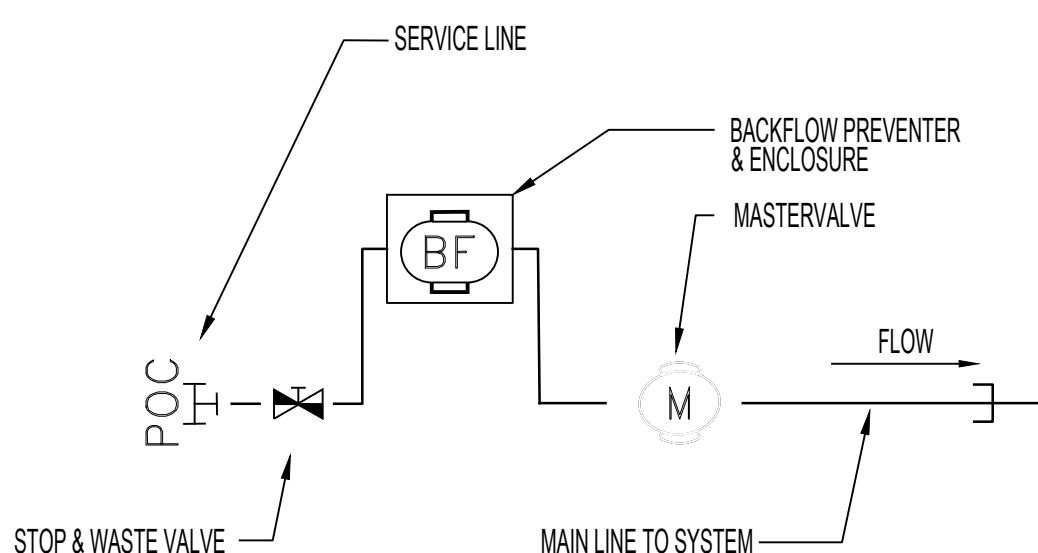


- NOTES:
1. INSTALL SENSOR PER MANUFACTURE'S SPECIFICATIONS.

- NOTES:
1. PRIOR TO BLOWING OUT SYSTEM, THE MASTERVALVE MUST BE CLOSED
 2. SEE IRRIGATION LEGEND FOR MORE INFORMATION.

A6 POC ENLARGEMENT (NODE)

LI701 SCALE: NTS



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IRRIGATION DETAILS

LI701

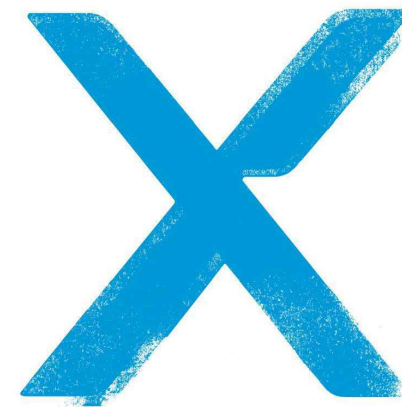
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STATE OF UTAH
JULIE ANN BERNETH
5000975-0301
LICENSED ARCHITECT
Julie Berneth
3-30-22



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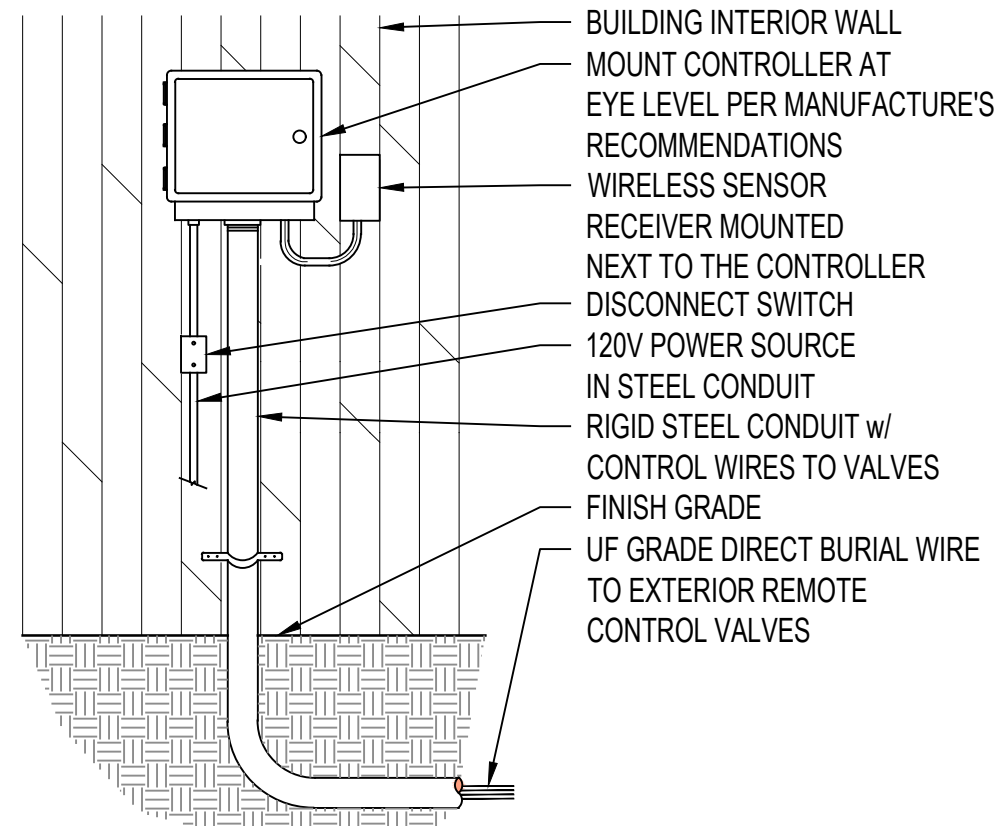
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IRRIGATION
DETAILS

LI702



- NOTE:
1. ALL ELECTRICAL AND CONTROLLER WIRE TO BE INSTALLED PER LOCAL CODE AND MANUFACTURER'S SPECIFICATIONS
 2. GROUND CONTROLLER PER LOCAL CODE AND MANUFACTURE'S SPECIFICATIONS.
 3. PROVIDE WATERPROOF SEALANT FOR ALL CONDUIT AND WIRE ACCESS POINTS.

C4 IRRIGATION CONTROLLER - WALL MOUNT (EXTERIOR)

LI702 SCALE: NTS

THRUST BLOCKING SIZING PROCEDURE:

1. MULTIPLY THE WORKING PRESSURE BY THE APPROPRIATE VALUE SHOWN IN THE FOLLOWING TABLE TO OBTAIN TOTAL THRUST IN N(LB)

PIPELINE THRUST FACTORS
(BASED ON THRUST PER KPA (PSI) PRESSURE)

PIPE SIZE		DEAD END OR TEE	90° ELBOW	45° ELBOW	22.5° ELBOW
IN.	MM				
3	89	9.80	13.90	7.51	3.82
4	114	16.20	23.00	12.40	6.31
6	168	34.80	49.20	26.70	13.60
8	219	59.00	83.50	45.20	23.00
10	273	91.50	130.00	70.00	35.80
12	324	129.00	182.00	98.50	50.30

2. DETERMINE THE BEARING STRENGTH OF THE SOIL FROM THE TABLE BELOW.

BEARING STRENGTH OF SOIL		1B/SQ.FT.	KPA
SOILS AND SAFE BEARING LOADS			
SOUND SHALE		10,000	500
CEMENTED GRAVEL AND SAND DIFFICULT TO PICK		4,000	200
COARSE AND FINE COMPACT SAND		3,000	100
MEDIUM CLAY - CAN BE SPADED		2,000	150
SOFT CLAY		1,000	50
MUCK		0	0

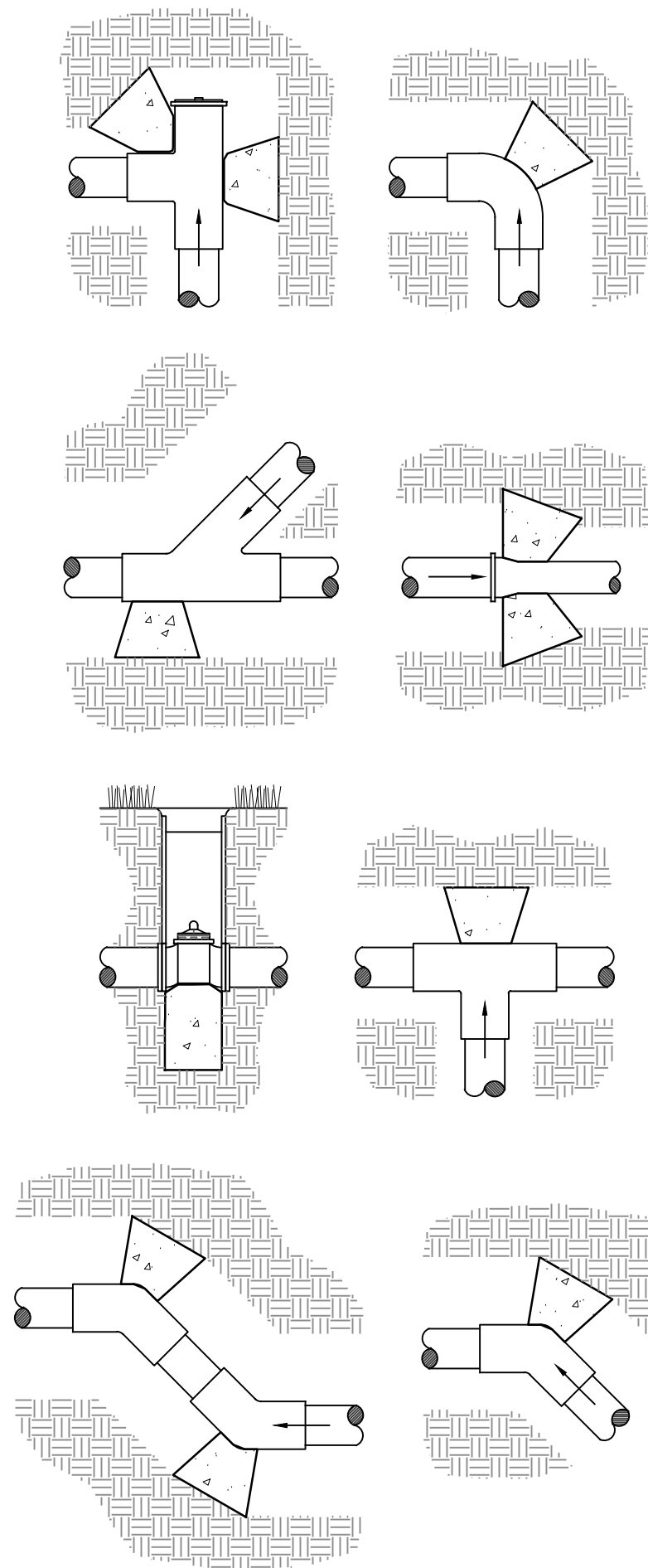
3. DIVIDE TOTAL THRUST OBTAINED IN STEP 1 BY THE BEARING STRENGTH OF THE SOIL TO GET THE AREA NEEDED, M/SQ.FT.

NOTES:

1. MAIN LINE PIPING SHALL BE INSTALLED AND TESTED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. THRUST BLOCKS MUST BE POURED AGAINST UNDISTURBED SOIL.
3. ALL PIPE JOINTS MUST BE LEFT ACCESSIBLE.
4. CONCRETE MUST BE ALLOWED TO CURE FOR 5 DAYS PRIOR TO PRESSURIZING WATER LINES.
5. CONCRETE MUST HAVE A MINIMUM OF 2500 PSI COMPRESSIVE STRENGTH IN 28 DAYS.
6. THRUST BLOCKS MUST BE POURED AS CLOSE AS POSSIBLE TO THE CONFIGURATION SHOWN.
7. BEARING AREAS FOR HORIZONTAL BEND THRUST BLOCKS ARE BASED ON TEST PRESSURE OF 200 PSIG AND AN ALLOWABLE SOIL BEARING STRESS OF 2000 LBS./SQ.FT.
8. BEARING AREAS, VOLUMES, & SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER THIS STANDARD.
9. BEARING AREAS FOR PIPE SIZES OR CONFIGURATION NOT SHOWN REQUIRE A SPECIAL DESIGN.
10. ALL WORK MUST BE INSPECTED BY UNIVERSITY OF UTAH IRRIGATION FOREMAN PRIOR TO BACKFILL.

A4 THRUST BLOCKS

LI702 SCALE: 1" = 1'-0"



1

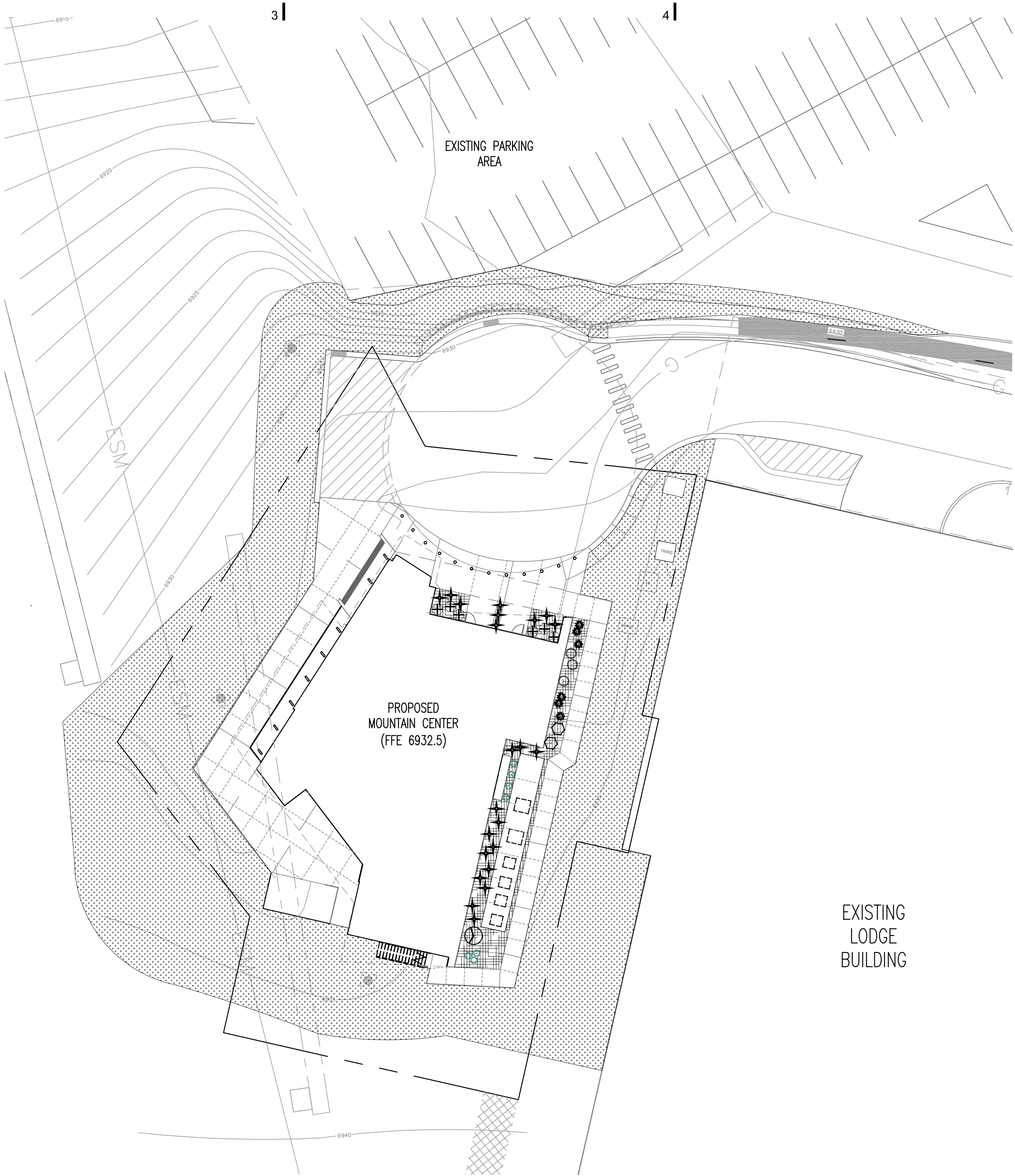
2

PLANT SCHEDULE

SHRUBS	CODE	BOTANICAL / COMMON NAME	CONTAINER SIZE	MATURE SIZE (HXW)	NATIVE	WATER WISE	QTY
	PN	PEROVSKIA ATRIPLICIFOLIA 'BLUE JEAN BABY' BLUE JEAN BABY RUSSIAN SAGE	#1	3'X3'	NO	YES	2
	SA	SYMPHORICARPOS ALBUS COMMON WHITE SNOWBERRY	#5	5'X5'	YES	YES	1
GRASSES	CODE	BOTANICAL / COMMON NAME	CONTAINER SIZE	MATURE SIZE (HXW)	NATIVE	WATER WISE	QTY
	FI	FESTUCA IDAHOENSIS IDAHO FESCUE	#1	18"X15"	NO	YES	7
	SS	SCHIZACHYRIUM SCOPARIUM 'SMOKE SIGNAL' LITTLE BLUESTEM GRASS	#1	3'X3'	NO	YES	22
	SH	SPOROBOLUS HETEROLEPIS PRAIRIE DROPSEED	#1	2'X2'	YES	YES	3
PERENNIALS	CODE	BOTANICAL / COMMON NAME	CONTAINER SIZE	MATURE SIZE (HXW)	NATIVE	WATER WISE	QTY
	AM	ACHILLEA X 'MOONSHINE' MOONSHINE YARROW	#1	2'X2'	YES	YES	6
	GV	GERANIUM VISCOSISSIMUM STICKY GERANIUM	#1	2'X2'	NO	YES	6

PARK CITY BLEND		
BOTANICAL NAME	COMMON NAME	% OF MIX
GRASS MIX:		
Bromus marginatus	Mountain brome	10%
Bromus trachycaulus ssp. trachycaulus	Slender wheatgrass	40%
Pascopyrum smithii	Western wheatgrass	30%
Poa secunda ssp. sandbergii	Sandberg bluegrass	20%
TOTAL		100%
WILDFLOWER MIX:		
Centaurea cyan's	Bachelor button or coneflower	10%
Cheiranthus allionii	Wallflower	10%
Coreopsis lanceolata	Lance-leaved coreopsis	9%
Coreopsis tinctoria	Plains coreopsis	5%
Eschscholzia californica	California poppy	16%
Gaillardia pulchella	Firewheel	7%
Linaria maroccana	Baby snapdragon	2%
Linum perenne	Blue flax	13%
Oenothera macrocarpa	Missouri evening primrose	4%
Oenothera speciosa	Showy evening primrose	2%
Papaver rhoeas	Flanders poppy	3%
Penstemon palmeri	Palmer penstemon	5%
Penstemon strictus	Rocky mountain penstemon	7%
Rudbeckia hirta	Prairie coneflower	3%
Rudbeckia hirta	Blackeyed susan	4%
TOTAL		100%

APPLY SEED MIX AT A RATE OF 30 LBS. PER ACRE

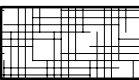
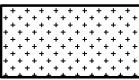


5

PLANTING GROUND PLANE
GENERAL NOTES:

- CONTRACTOR IS RESPONSIBLE FOR COMPARING THE EXISTING AND NEW SITE CONDITIONS WITH THE GROUND PLANE PLAN PRIOR TO BEGINNING WORK AND IMMEDIATELY NOTIFYING THE LANDSCAPE ARCHITECT IN WRITING OF ANY DISCREPANCIES BETWEEN ACTUAL SITE CONDITIONS AND THE GROUND PLANE PLAN. IN THE EVENT THE CONTRACTOR FAILS TO COMPARE EXISTING AND NEW SITE CONDITIONS WITH THE GROUND PLANE PLAN PRIOR TO BEGINNING WORK, AND/OR FAILS TO NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN WRITING PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REQUIRED ALTERATIONS AND ADDITIONS TO THE GROUND PLANE PLAN, INCLUDING ADDITIONAL MATERIALS, AT NO ADDITIONAL COST TO THE OWNER.
- QUANTITIES PROVIDED ARE FOR REFERENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CALCULATING AND VERIFYING TOTAL QUANTITIES NECESSARY TO COMPLETE THE WORK AS INDICATED ON THE PLANS.
- CONTRACTOR SHALL PLACE BARK MULCH BY HAND IN ALL LANDSCAPED AREAS ADJACENT TO BUILDINGS IN ORDER TO PROTECT BUILDING SURFACES. DO NOT DUMP BARK MULCH DIRECTLY AGAINST BUILDING SURFACES OR ON SITE IMPROVEMENTS (SIDEWALKS, DRIVEWAYS, PARKING AREAS, RETAINING WALLS) WITH MACHINES. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR REPAIRING DAMAGE TO BUILDINGS OR SITE IMPROVEMENTS CAUSED BY MACHINE USE.
- REFER TO THE PLANTING LEGEND, DETAILS, AND SPECIFICATIONS FOR MORE INFORMATION.

LEGEND:

-  SHREDDED BARK MULCH – BROWN (3" DEPTH)
-  NATIVE GRASS/WILDFLOWER HYDROSEED MIX



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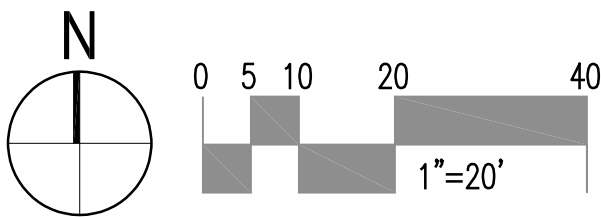
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PLANTING PLAN



LP101

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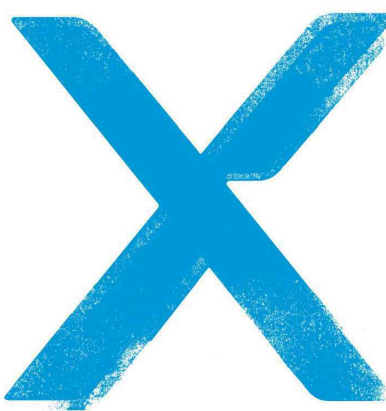
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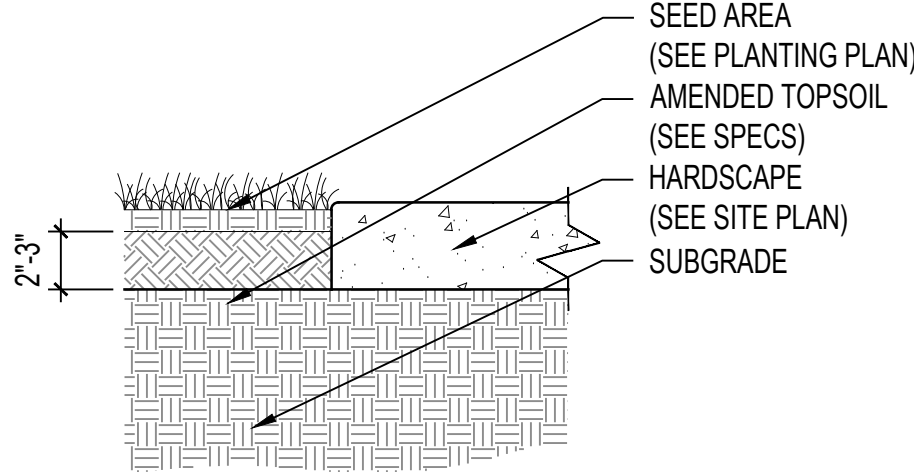
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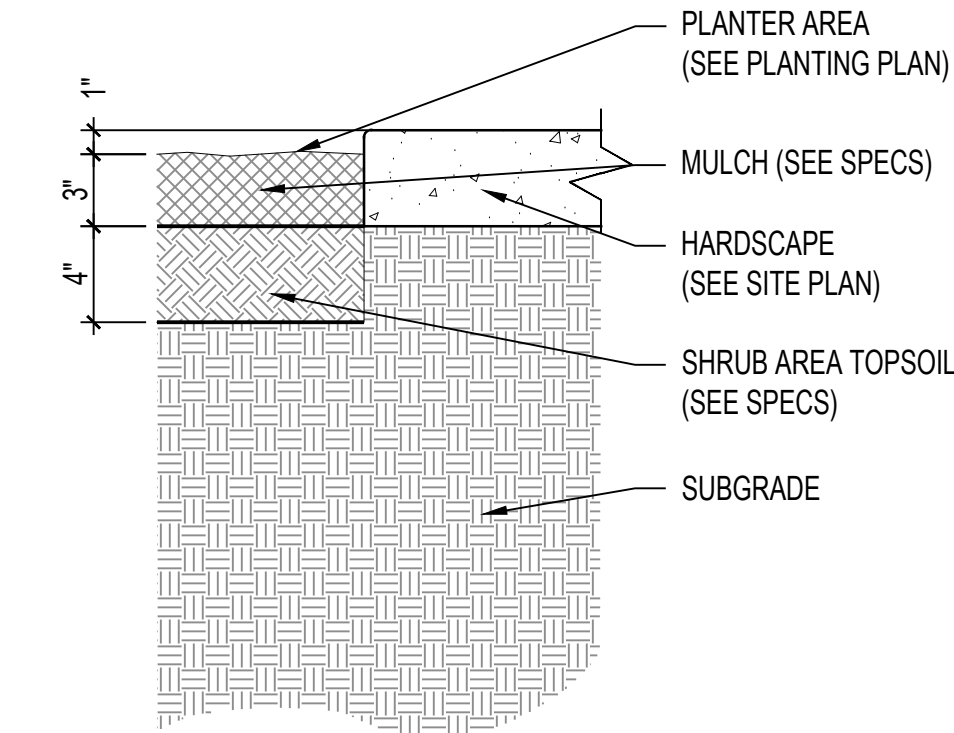
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PLANTING DETAILS

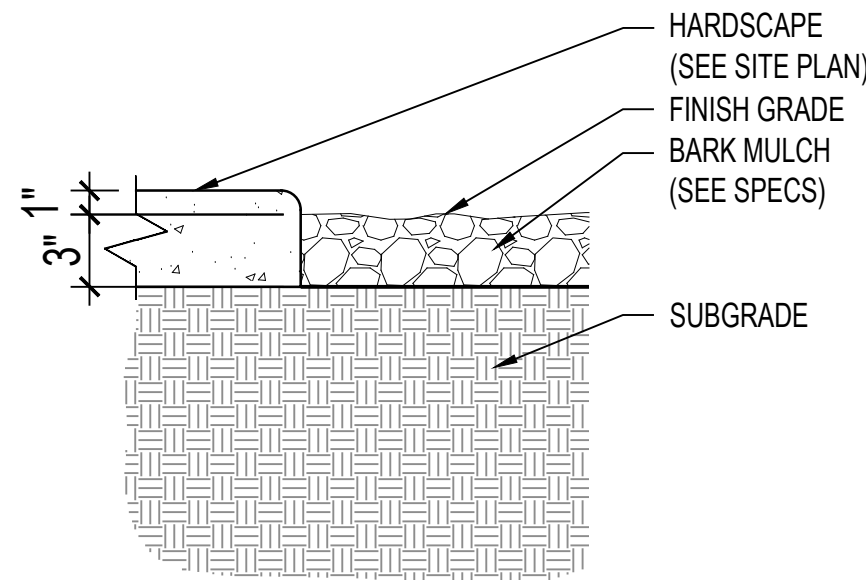
LP701



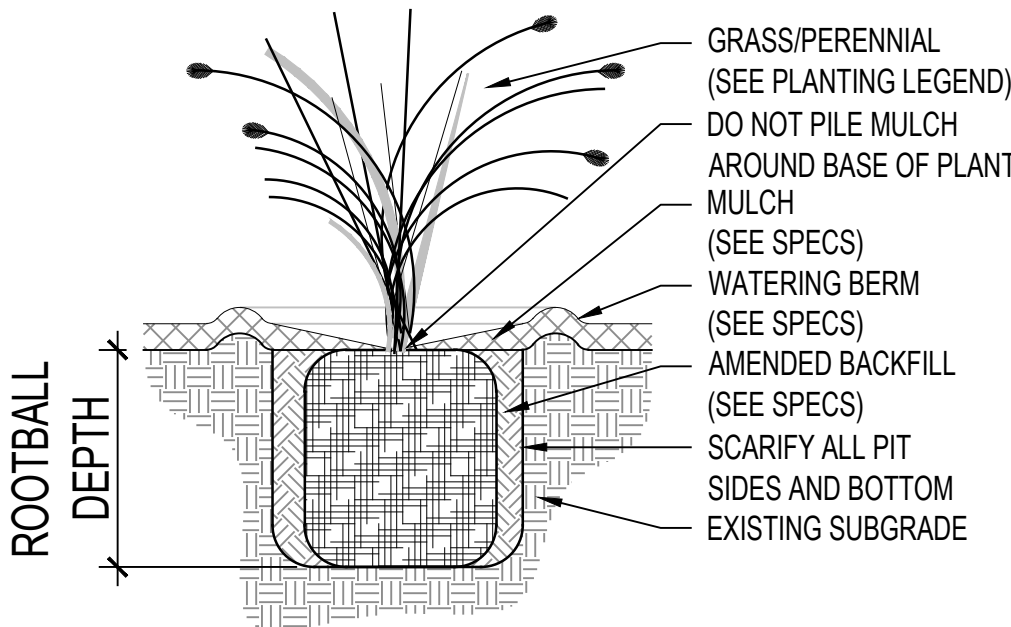
A3 TOPSOIL - SEED AREA
LP701 SCALE: 1 1/2" = 1'-0"



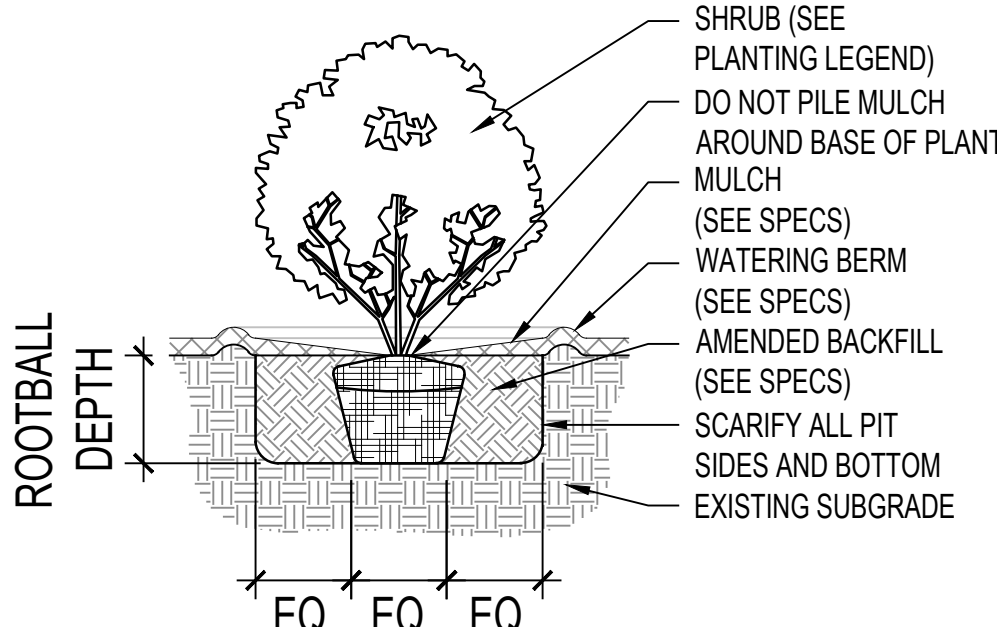
A4 TOPSOIL DEPTH - SHRUB BED
LP701 SCALE: 1 1/2" = 1'-0"



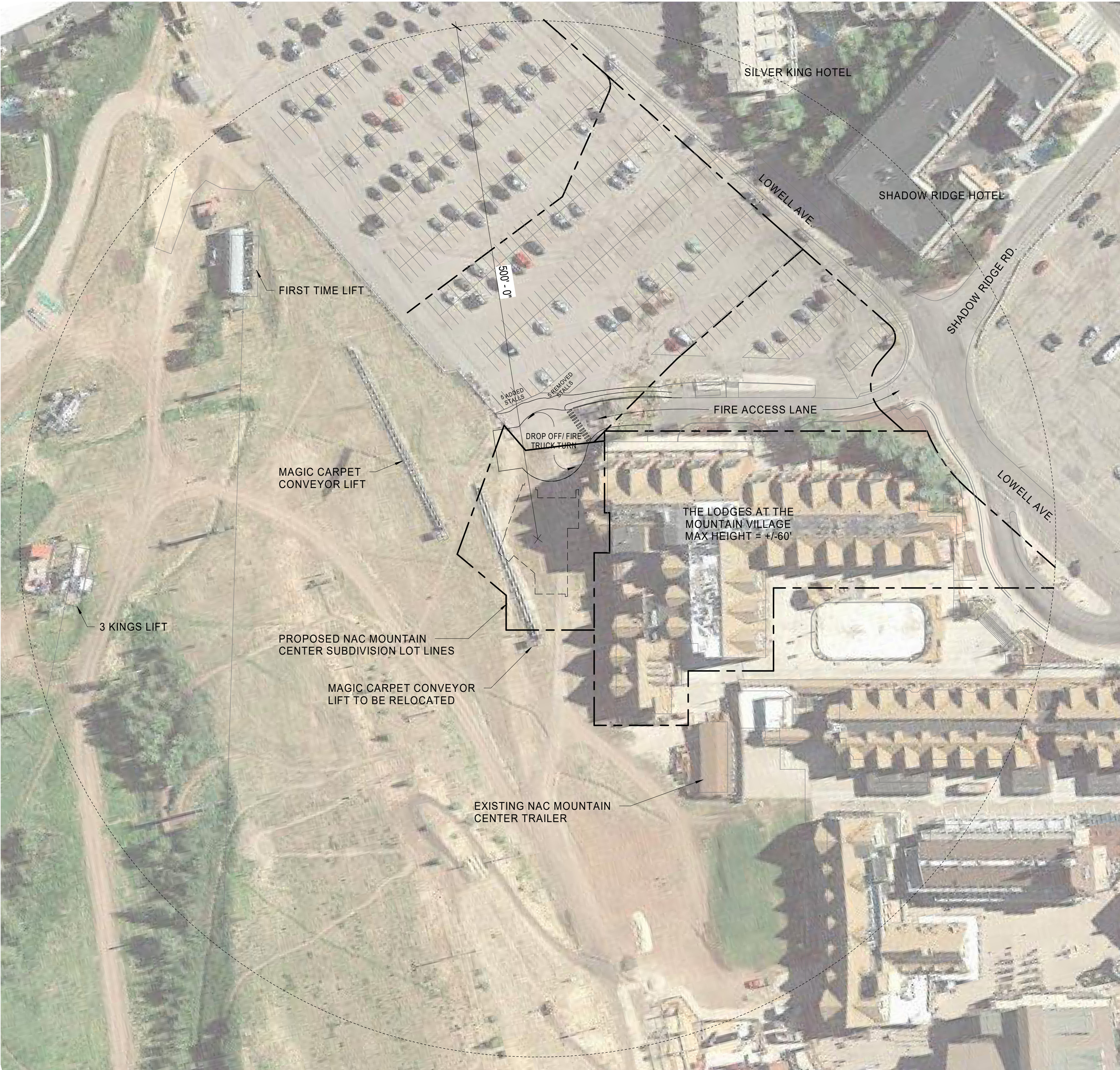
A5 BARK MULCH
LP701 SCALE: 1 1/2" = 1'-0"



B4 GRASSES/PERENNIALS
LP701 SCALE: 1 1/2" = 1'-0"



B5 SHRUB ON GRADE
LP701 SCALE: 1 1/2" = 1'-0"



A1

SITE PLAN Aerial

AS102

1" = 60'-0"



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**PROPOSED
SITE**

AS102



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**ROOF OVER
TOPO PLAN**

AS103



A1 SITE PLAN Roof over topo
AS103 1/16" = 1'-0"

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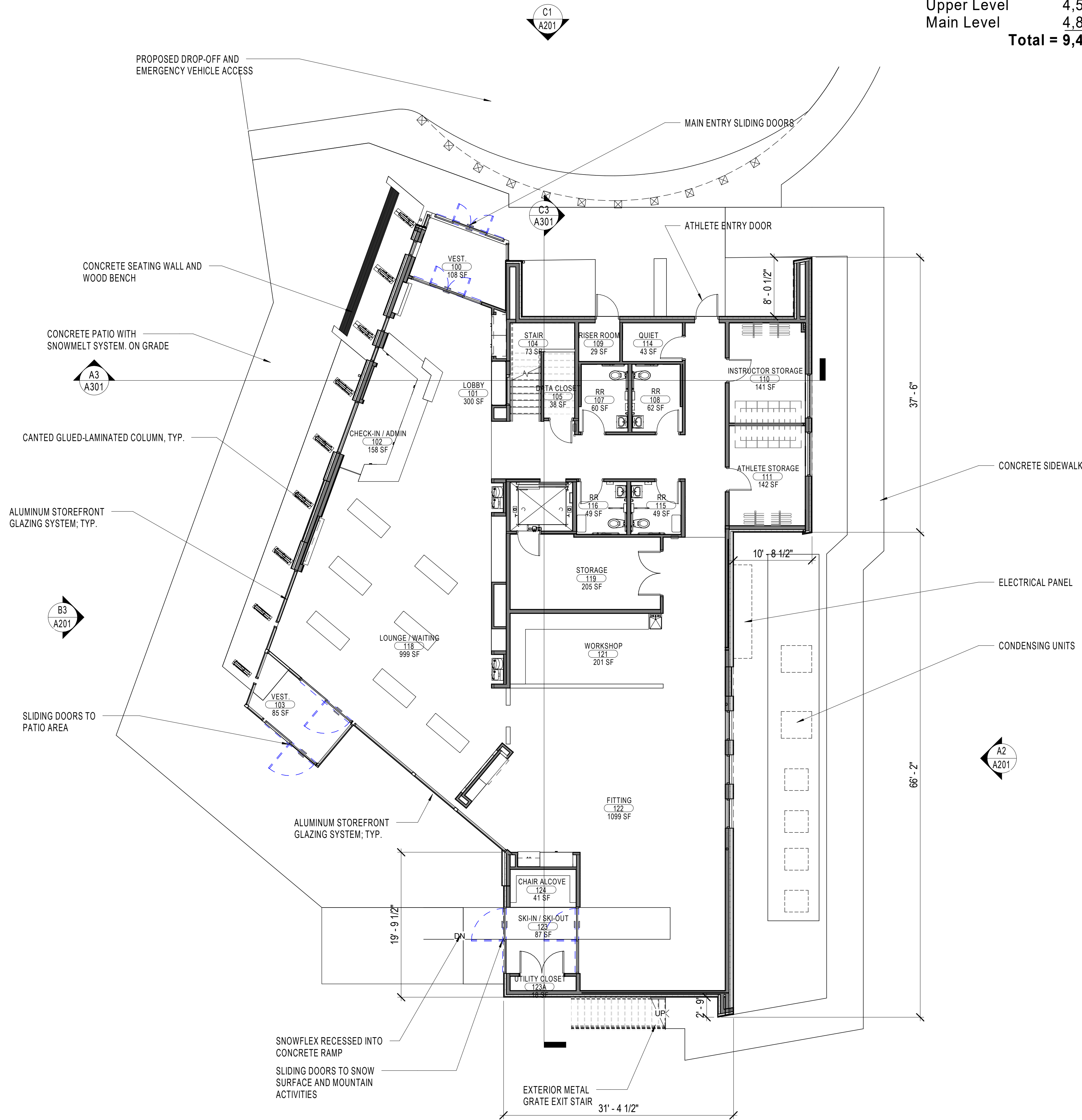
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A

A3 FIRST FLOOR PLAN
A101 1/8" = 1'-0"



Gross Area

Upper Level 4,590 SF
Main Level 4,820 SF
Total = 9,410 SF



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FLOOR PLAN -
LEVEL 01

A101

Gross Area

Upper Level 4,590 SF
Main Level 4,820 SF
Total = 9,410 SF



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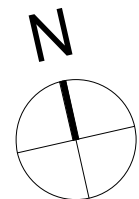
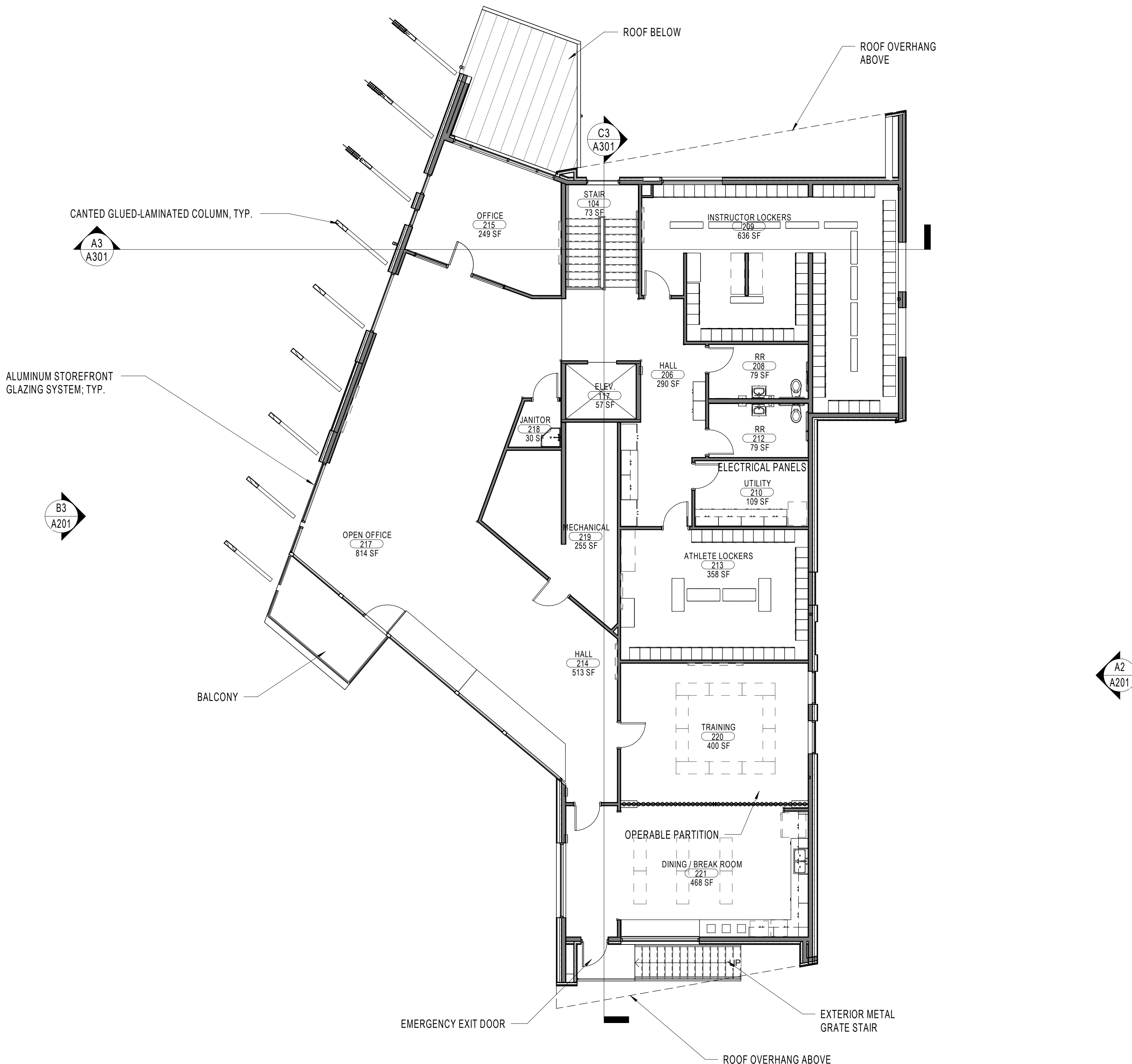
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FLOOR
PLAN -
LEVEL 02

A102

A3 SECOND FLOOR PLAN
A102 1/8" = 1'-0"



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A

B

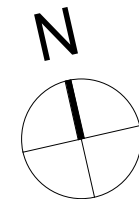
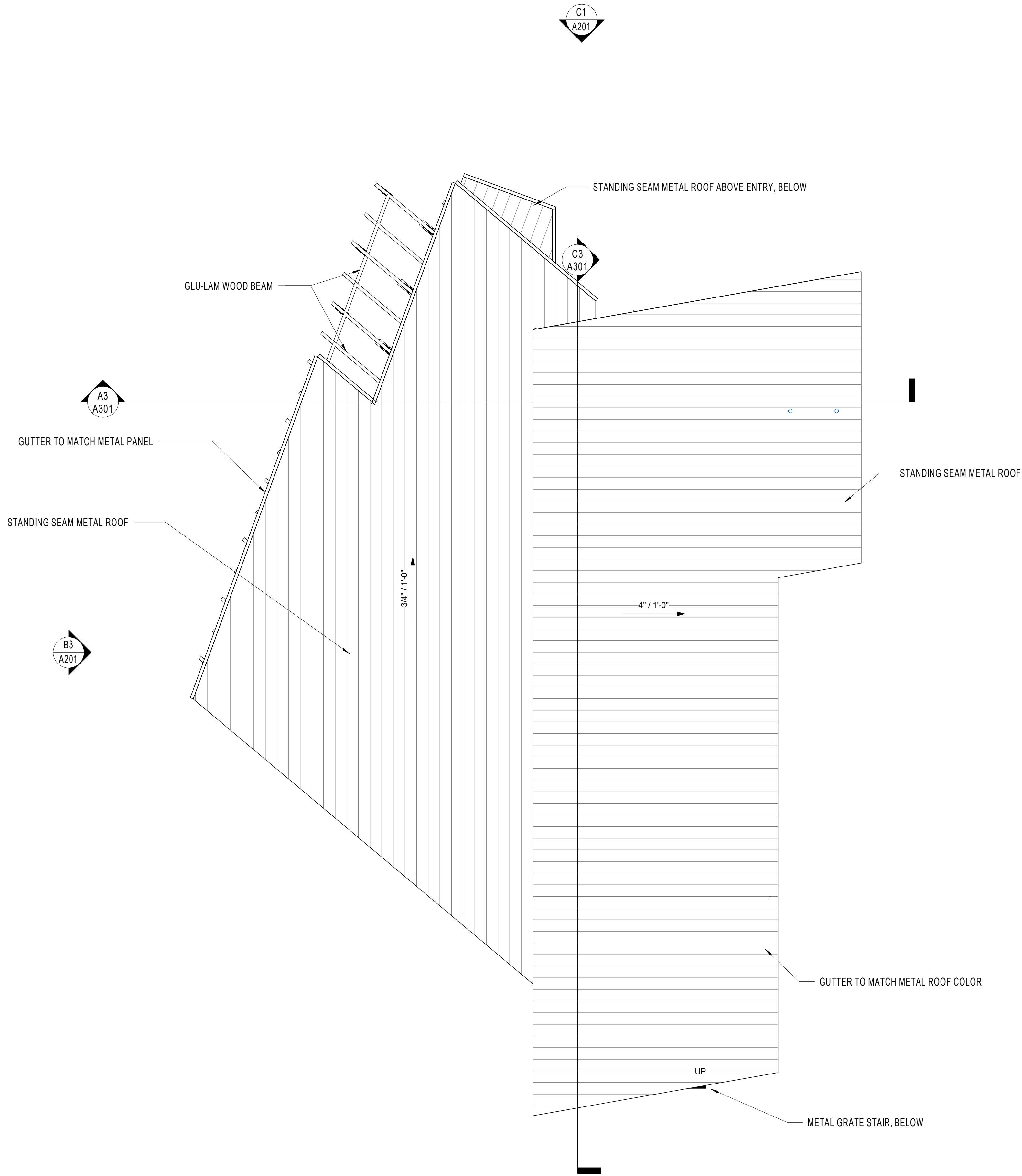
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D

1
A121

OVERALL ROOF PLAN

1/8" = 1'-0"



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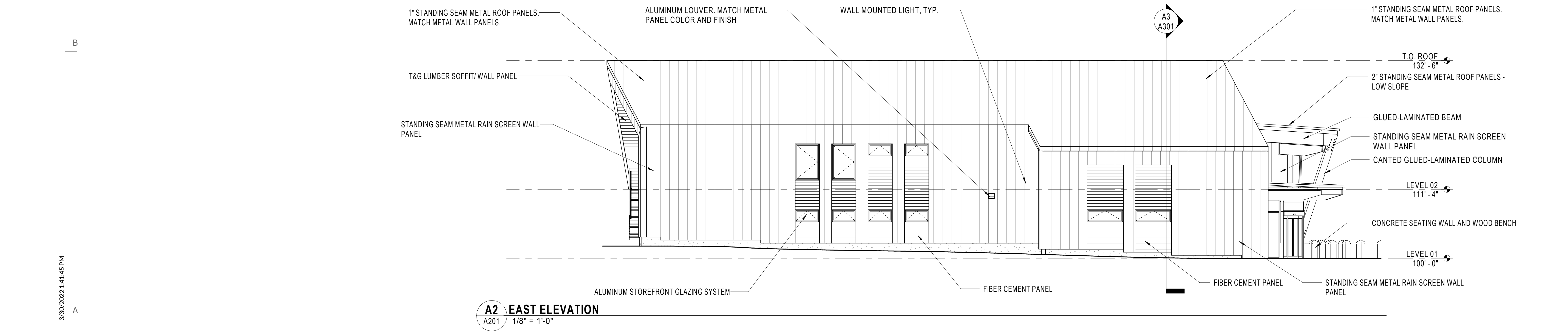
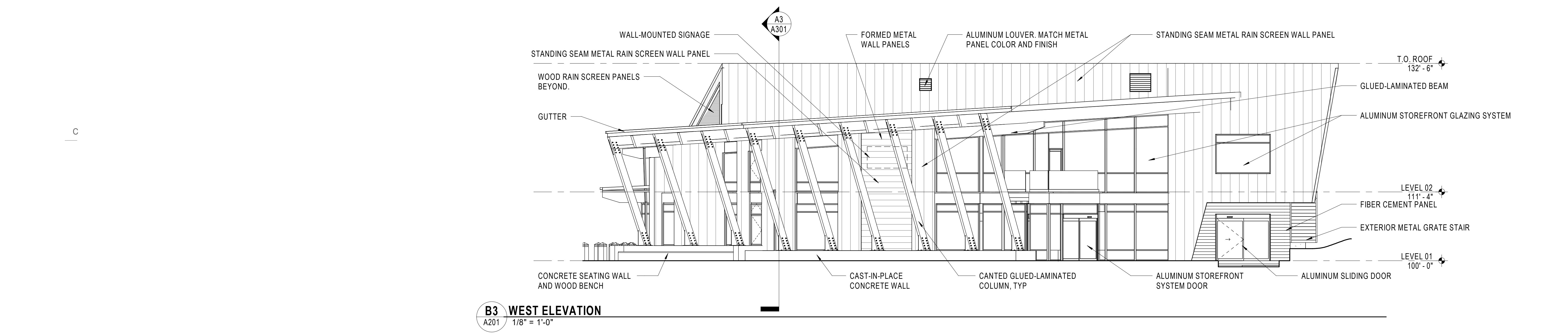
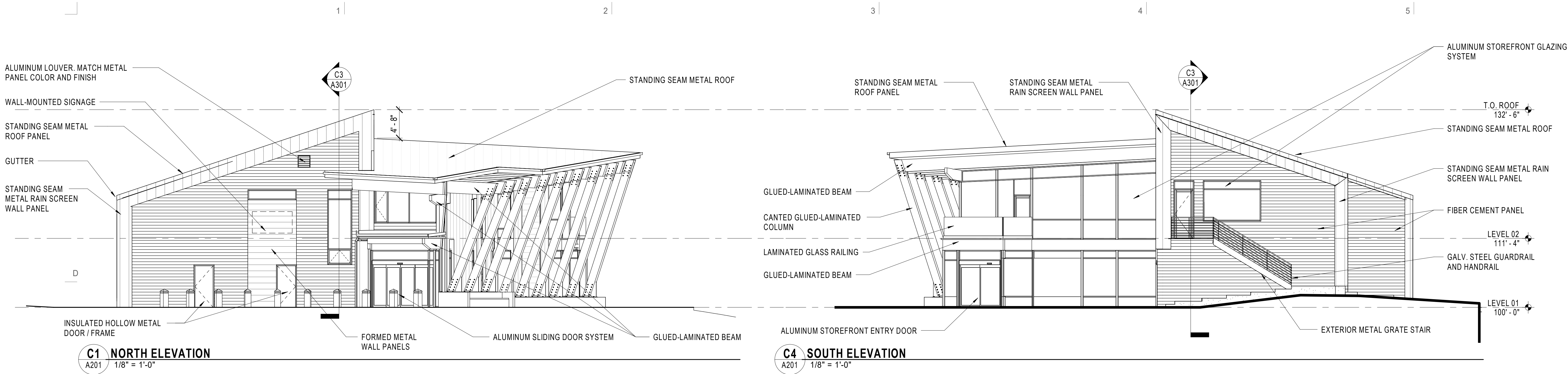
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ROOF PLAN

A121



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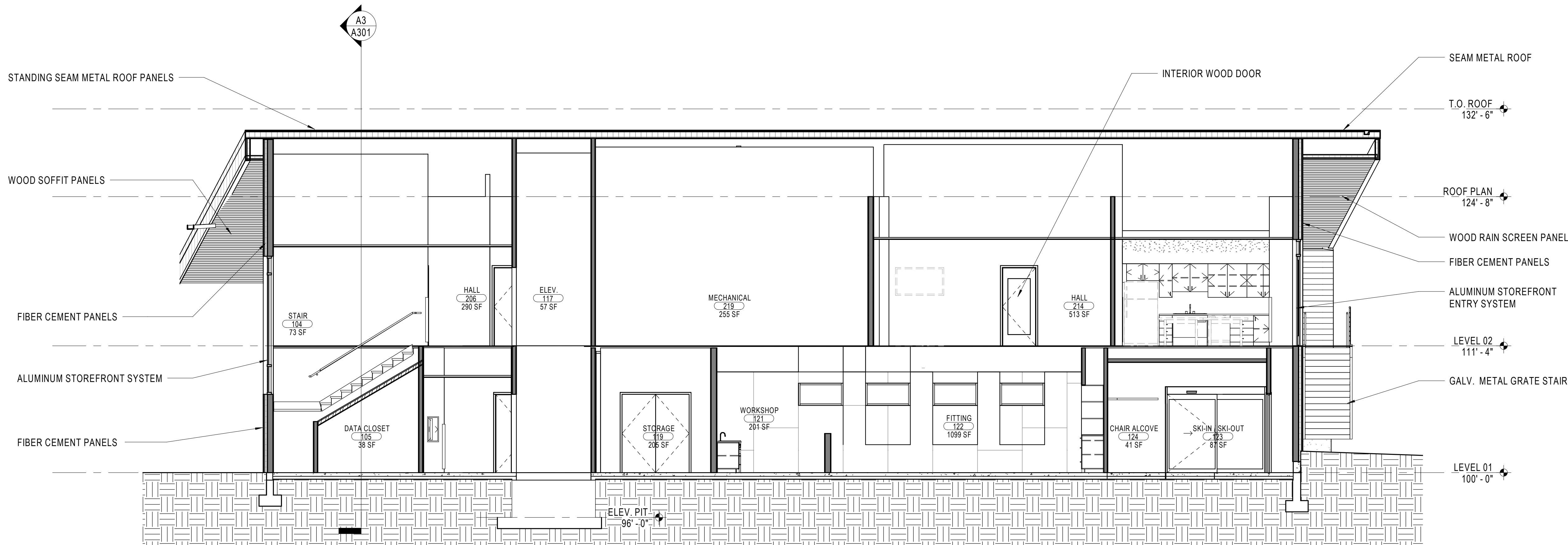
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**BUILDING
ELEVATIONS**

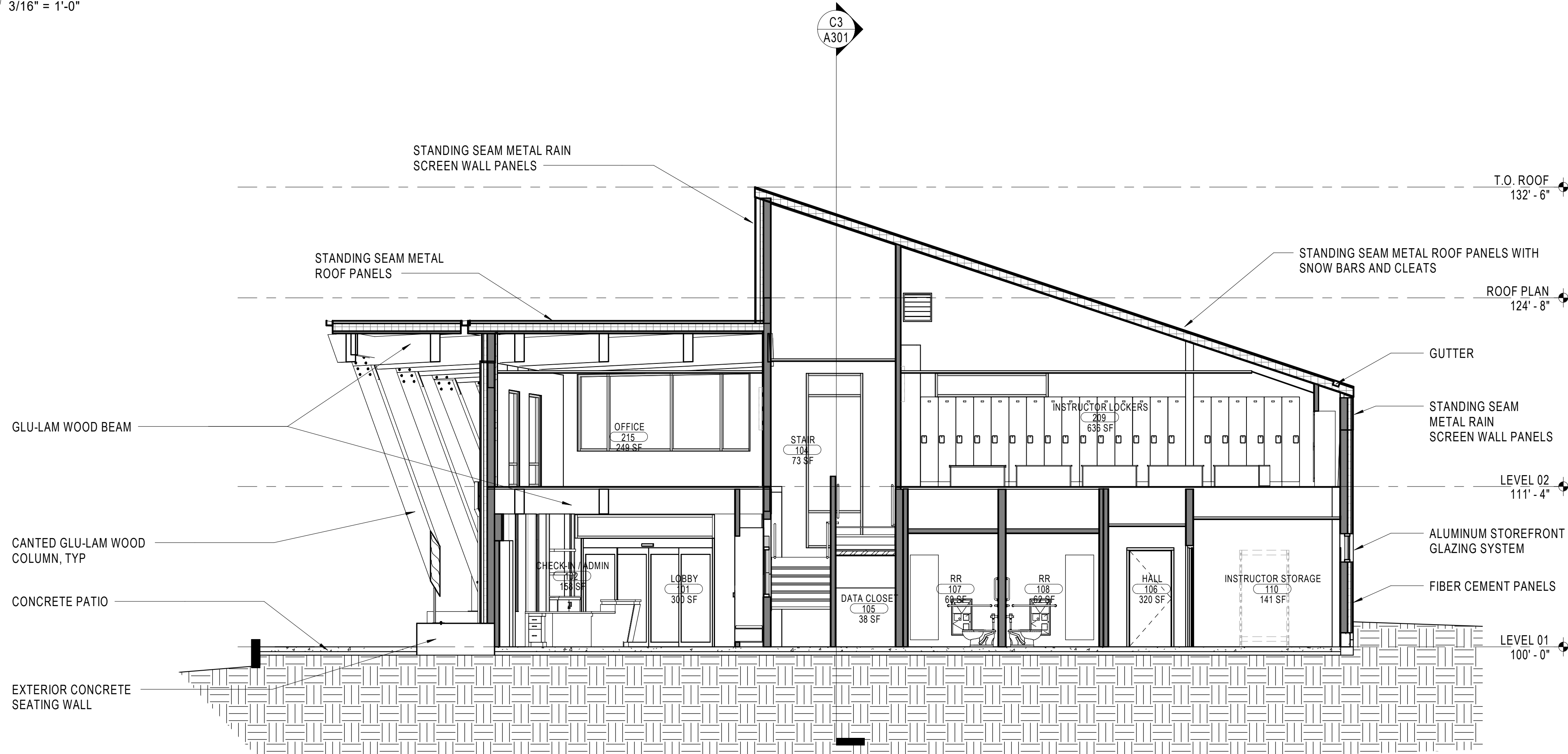
A201

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1 2 3 4 5



C3 BUILDING LONGITUDINAL SECTION
A301 3/16" = 1'-0"



A3 BUILDING CROSS SECTION
A301 3/16" = 1'-0"



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**BUILDING
SECTIONS**

A301

1 | 2 | 3 | 4 | 5

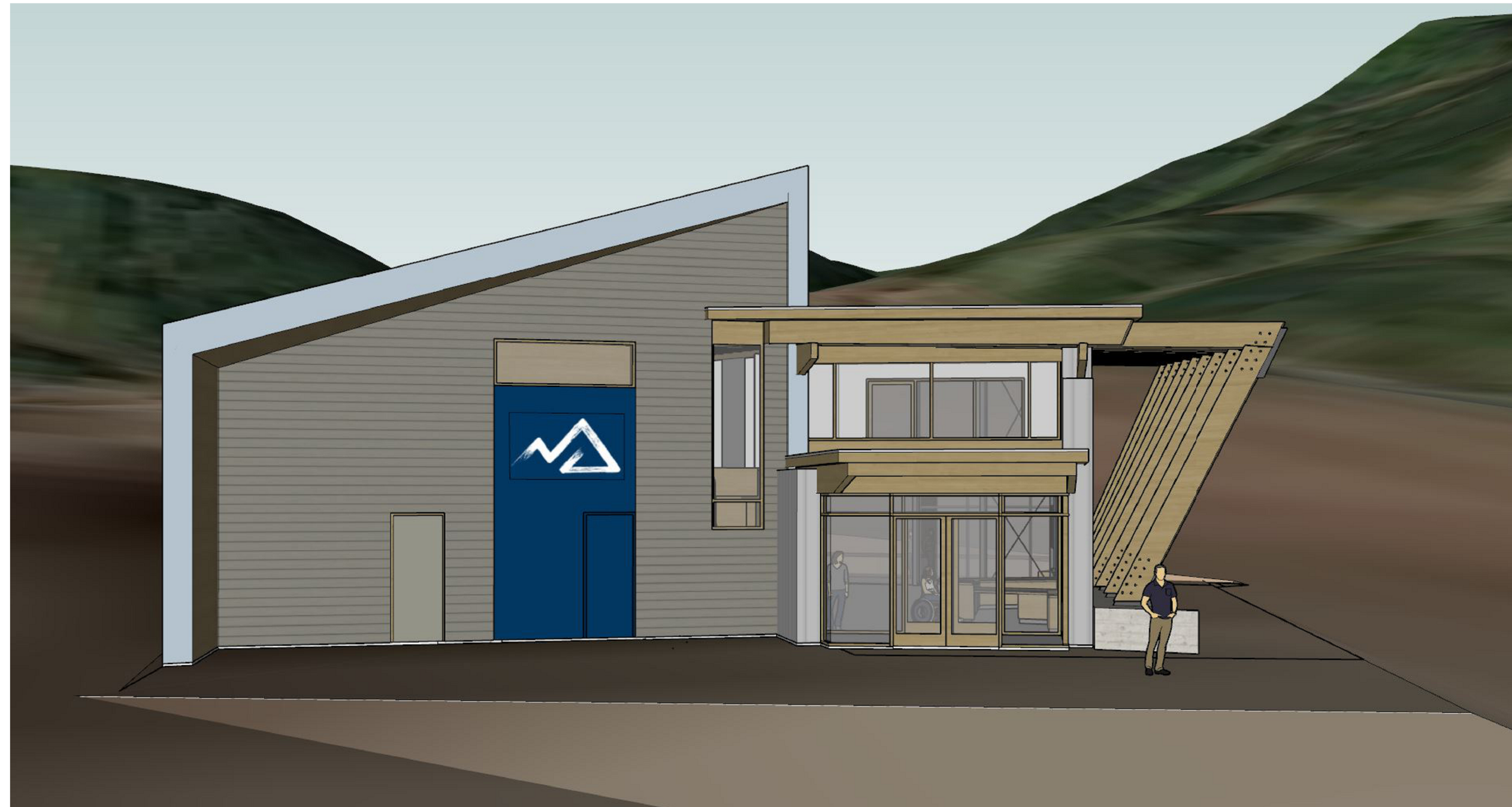
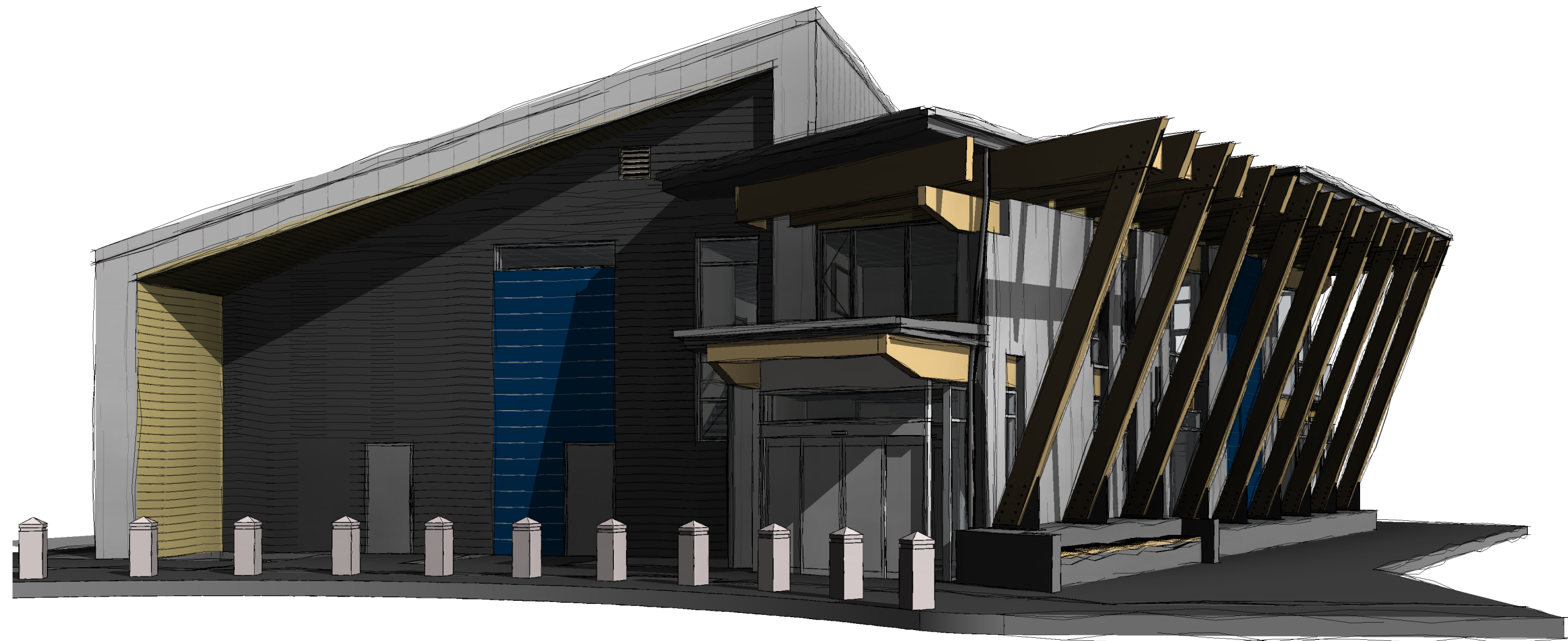
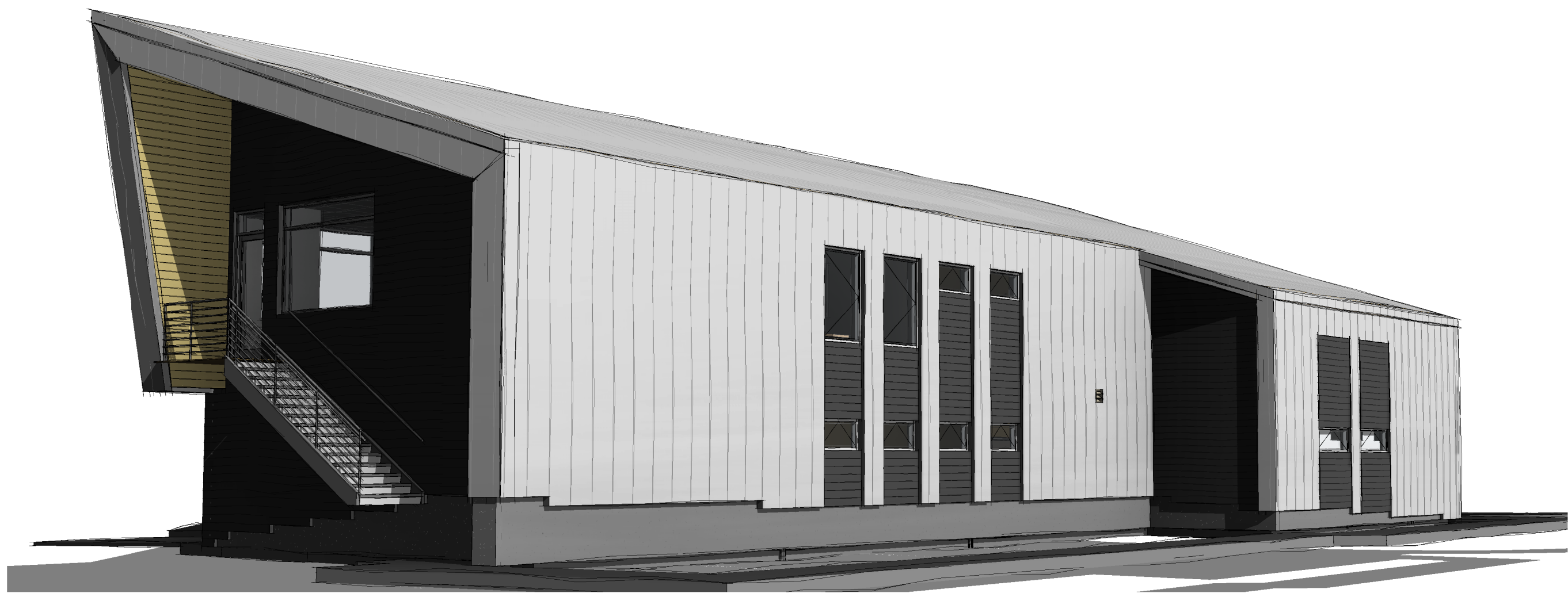
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PERSPECTIVES

A900

NATIONAL ABILITY CENTER MOUNTAIN CENTER PARKING PLAN

The staff and participants of the National Ability Center have used the free public parking at the Park City Mountain for the past 37 years. Currently staff park in the employee parking lot at the Park City Mountain. There are a few employees that take the bus. There are approximately 25 staff and 5 volunteers that come to work at the NAC on a daily basis.

Disabled participants almost exclusively park at the Park City Mountain utilizing the outside disabled parking. Groups that stay at the NAC Lodge are transported to and from the Mountain utilizing a NAC bus. Approximately 20 participants come in the morning who leave at noon with an additional 20 coming for the afternoon lessons.

It is anticipated that starting in the 2023/24 ski season that we will see a 2-5% growth in participants each year until we reach a maximum of 60 lesson a day (30 participants in the morning and 30 participants in the afternoon).

Beginning in the 2023-24 ski season the NAC is planning a shuttle bus system for participants and staff utilizing our ADA buses from our campus at Quinn's junction. Two shuttles will occur from the 8:00-9:00 am time frame, one at the noon time frame and an additional two buses at the 4:00 hour. We believe that this will decrease our parking needs by 40-50%. We are considering offering a free lunch at noon each day for participants that use the shuttle as an incentive to come to the NAC for transportation.

In addition, the NAC will post a staff person at the entrance to the NAC road/driveway limiting access beyond the Lodge at the Resorts check-in area to prevent unauthorized users from accessing our turn-around area.

Planning Department Staff Report



Subject: 316 Woodside Avenue
Application: PL-21-05087
Author: Makena Hawley, Planner II
Date: April 27, 2022
Type of Item: Administrative – Steep Slope Conditional Use Permit

Recommendation

Open a public hearing and continue the item to May 25, 2022.

Description

Applicant: Matthew Safchik
Location: 316 Woodside Avenue
Zoning District: Historic Residential-1 (HR-1)
Adjacent Land Uses: Residential
Reason for Review: On Lots greater than 3,750 square feet, the Planning Department shall review all Steep Slope Conditional Use permit Applications and forward a recommendation to the Planning Commission.¹

Summary

The Applicant proposes to construct an addition to a Significant structure in the HR-1 zone. Staff recommends continuing to May 25, 2022 to provide time for further analysis.

¹ LMC [§15-2.2-6\(B\)2.](#)

Planning Commission Staff Report



Subject: Storefront Property Clarification
Vibrancy and Temporary Sign Permits
Active Business Licenses & Signs
Application: PL-21-05063
Authors: Planning, Finance, & Economic Development
Date: April 27, 2022
Type of Item: Legislative – Code Amendments

Recommendation

(I) Review the proposed Ordinance No. 2022-XX (Exhibit A) to:

- (a) clarify the *Storefront Property* definition,
- (b) further incentivize Storefront Property Vibrancy through temporary sign permit requirements, and
- (c) require an active business license to maintain a sign installation

(II) conduct a public hearing, and (III) consider forwarding a positive recommendation for City Council's consideration on May 26, 2022.

Description

Applicant: Planning, Finance, and Economic Development Departments

Zoning Districts: Historic Commercial Business
Historic Recreation Commercial

Municipal Code of Park City Sections Amended: **Title 4, General Licensing**
Section 4-2-15, *Vibrant Commercial Storefront In HCB and HRC Districts*

Title 12, Sign Code
Section 12-3-1, *Permits Required*

Title 15, Land Management Code
Section 15-15-1, *Definitions*

Reason for Review: Land Management Code amendments require Planning Commission review, a public hearing, and a recommendation to City Council for review, a public hearing, and Final Action

Abbreviations

HCB	Historic Commercial Business
HRC	Historic Recreation Commercial
LMC	Land Management Code
MCPC	Municipal Code of Park City

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

Background

Preserving the Vitality and Vibrancy of Park City’s Historic Commercial Areas

The Land Management Code (LMC) definition of *Storefront Property* is key to applying land use regulations designed to preserve the historic character and vibrancy of the City’s iconic Main Street, which was listed on the National Register of Historic Places in 1979. *Storefront Property* encompasses portions of buildings that have a pedestrian-level presence with an entrance and window display along Main Street.

Land use regulations including **Vertical Zoning** to direct active uses like retail, restaurants, and bars to the street level, **Vibrant Commercial Storefront Incentives** to keep street-level businesses open and vibrant year-round, **Conventional Chain Business Regulations** to support unique local businesses, and **Storefront Enhancement Zoning** to ensure future development is compatible with the historic rhythm and pedestrian scale of Main Street, are all based on the definition of *Storefront Property*. However, as the LMC was amended over the years, conflicting provisions were created within the *Storefront Property* definition.

PRIOR CODE AMENDMENTS: Land use regulations based on the *Storefront Property* definition were enacted throughout 2016 – 2018 as follows:

(1) Vertical Zoning (Ordinance No. 07-55, Exhibit B; Ordinance No. 2016-02, Exhibit C)

- Issue
 - Diminished retail and restaurants and increased residential and office spaces along the HRC and HCB streetscape could threaten the vitality and vibrancy of Main Street.
- Goal
 - Limit uses within the first story of buildings along Main Street to retail and restaurant establishments that are inviting to the passing pedestrian. Discourage office, real estate showrooms, and parking uses ([General Plan Goal 16, Objective 16B](#), p. 9).
- Amendments

- Defined *Storefront Property* in the LMC as a building with a storefront window or storefront entrance that is within 50 feet from the edge of pavement along a public street.¹
- Prohibited residential, bed and breakfast, boarding house, office, parking, group care facility, private club, and private event facility uses in Storefront Property within the HRC and HCB Zoning Districts.²

(2) Vibrant Commercial Storefront Incentives (Ordinance No. 2017-31, Exhibit D; Ordinance No. 2017-65, Exhibit E; Ordinance No. 2018-16, Exhibit F)

- Issue
 - Some prominent buildings along Main Street were only activated during the Sundance Film Festival or other Special Events and remained vacant or unoccupied for the rest of the year.
- Goal
 - Maintain the Historic Main Street District as the heart of the City for residents and visitors ([General Plan Goal 16](#), p. 8).
- Amendments
 - Required properties in the HRC and HCB Zoning Districts to have an active business license and to be engaging in business for at least 60 days per quarter to qualify for a Single Event Alcoholic Beverage License.³

(3) Conventional Chain Business Regulation (Ordinance No. 2017-56, Exhibit G)

- Issue
 - Increased Conventional Chain Businesses within the HRC and HCB Zoning Districts could threaten Park City's unique Main Street Historic District streetscape.
- Goal
 - Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City and minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique Park City experience ([General Plan Goal 12, Objective 12D](#), p. 25).
- Amendments
 - Defined *Conventional Chain Business* as a business with ten or more other locations that operate with standardized menus, products, apparel, architectural design, and/or signage and logo.⁴

¹ LMC [§ 15-15-1](#).

² HRC Zoning District – LMC [§ 15-2.5-2](#), footnote 5; HCB Zoning District – LMC [§ 15-2.6-2](#), footnote 1.

³ Municipal Code of Park City [§ 4-2-15](#).

⁴ LMC [§ 15-15-1](#).

- Capped Conventional Chain Businesses to no more than seven in Storefront Property within the HRC Zoning District.⁵
- Capped Conventional Chain Businesses to no more than 17 in Storefront Property within the HCB Zoning District.⁶
- Outcome
 - The current list of Conventional Chain Businesses can be viewed on [the City's Business Licensing webpage](#).

(4) Storefront Enhancement Zoning (Ordinance No. 2017-09, Exhibit H)

- Issue
 - New development in the HRC and HCB Zoning Districts that combined lots for larger presence along Main Street could disrupt the traditional rhythm and pedestrian scale of the historic streetscape.
- Goal
 - Encourage all infill, additions, and building alterations on Main Street to be compatible with existing Landmark and Significant buildings ([General Plan Goal 16, Objective 16E](#), p. 9).
- Amendments
 - Created Storefront Enhancement Zoning for the HRC and HCB Zoning Districts, restricting the maximum width of a Storefront Property Façade along Main Street or Heber Avenue to 50 feet.⁷

The land use regulations above require the Planning, Finance, and Economic Development Departments to interpret the application of these regulations through the definition of *Storefront Property*.

On November 11, 2021, the City Council directed the Planning, Finance, and Economic Development Departments to evaluate code amendments to clarify the definition of *Storefront Property*. The Council also directed staff to pursue code amendments to require a Storefront Property to be vibrant to be eligible for a temporary sign permit, and to require an active business license to be eligible to maintain a sign installation ([Staff Report](#); [Minutes](#), p. 2).

Analysis

The LMC implements the goals and policies of the General Plan in part to protect and enhance the vitality of the City's resort-based economy, the overall quality of life, the historic character, and unique mountain town community, and to protect and preserve the aesthetics of the City.⁸

⁵ LMC [§ 15-2.5-2](#), footnote 10.

⁶ LMC [§ 15-2.6-2](#), footnote 11.

⁷ HRC Zoning District - LMC [§ 15-2.5-3\(K\)](#); HCB Zoning District – LMC [§ 15-2.6-3\(I\)](#).

⁸ LMC [§ 15-1-2](#).

The Vibrancy Ordinances outlined above were enacted to achieve the goals of the General Plan to maintain the Historic Main Street District as the heart of the City for residents and visitors and to minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique Park City experience.

As the Vibrancy Ordinances were implemented and amended over the years, some provisions included conflicting information. The proposed amendments do not make substantive changes to the Vibrancy Ordinances, but rather clarify the definition underlying the Vibrancy Ordinances, the definition of *Storefront Property*.

Additionally, new opportunities were identified to further incentivize Vibrant Commercial Storefront Property through regulation of temporary sign permits. Lastly, some concerns regarding prominent signage along Historic Main Street for vacant or unoccupied businesses that did not maintain an active business license resulted in Council direction to require an active business license for sign installations.

NEW PROPOSED CODE AMENDMENTS: Staff recommends the following:

(1) Clarify the Definition of *Storefront Property*

The definition of *Storefront Property* outlined in LMC [§ 15-15-1](#) was amended several times over the years. *Storefront Property* can be interpreted to be the entire floor area associated with a storefront window or storefront entrance, or it can be interpreted to be the area within 50 feet from the street measured from the edge of pavement. Staff recommends clarifying the definition to be 50 feet from the street measured from the edge of pavement.

Additionally, there is nothing in the LMC that links Vertical Zoning, Vibrant Commercial Storefront Incentives, Conventional Chain Business Regulations, and Storefront Enhancement Zoning. Staff recommends amending the definition of *Storefront Property* to cite the relevant sections of code to clarify the interconnected regulations.

The proposed amended definition is as follows:

Property, Storefront. A separately enclosed space, Floor Area, tenant space or unit that has a storefront window or storefront entrance that fronts on a Public Street. ~~[Storefront Property includes the entire Floor Area associated with the storefront window or storefront entrance that fronts on the Public Street.]~~ Storefront Property includes a storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.

For purposes of this provision, the term “fronts on a Public Street” shall mean a separately enclosed space, Floor Area, tenant space or unit with:

1. For Vertical Zoning regulations outlined in Sections 15-2.5-3(J) and 15-2.6-3(H), Conventional Chain Business regulations outlined in Sections 15-2.5-2 footnote 10 and 15-2.6-2 footnote 11, and Vibrant Commercial Storefront regulations outlined in Section 4-2-15, a storefront window and/or storefront entrance at the adjacent Public Street, or within fifty lateral/horizontal feet (50') ~~[or]~~ from the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance. ~~[; or]~~
2. For Storefront Enhancement Zoning regulations outlined in Sections 15-2.5-3(K) and 15-2.6-3(I), a storefront window and/or storefront entrance at the adjacent Public Street, or within thirty lateral/horizontal feet (30') ~~[or]~~ from the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance. ~~[; and]~~
3. ~~[A storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.]~~

In the case of split-level, multi-level or multi-tenant Buildings with only one primary storefront entrance, only those fully enclosed spaces, Floor Areas, tenant spaces, or units that directly front on the Public Street, as set forth above, shall be designated as a "Storefront Property." The Planning Director or designee shall have the final determination of applicability.

(2) Require a Storefront Property to be Vibrant to be Eligible for a Temporary Sign Permit

As mentioned above, in 2017, the City Council enacted Ordinance No. 2017-31 to create Vibrant Commercial Storefront Incentives. Storefront Properties must maintain an active business license and engage in business throughout the year to qualify for a Single Event Alcoholic Beverage License.

The City Council directed staff to broaden the incentives to include temporary sign permits. The proposed code amendments require Storefront Properties to maintain an active business license and to engage in business throughout the year to qualify for a temporary sign permit. This will further incentivize Vibrant Commercial Storefront businesses that would like to use the facilities for temporary events during the Sundance Film Festival or other Special Events.

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

- A. A vibrant commercial storefront is a Storefront Property, as defined in Section 15-15-1 of the Land Management Code in the HRC or HCB zoning Districts, which meets the following conditions:

1. Is found to be Engaging in Business for at least sixty (60) days during each quarter; and
 2. Has an active Business License.
- B. If a property does not meet the standards of 4-2-15(A) the property may be considered vibrant for a maximum of one year if it meets one (1) of the following exceptions:
1. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction within one year from the date the initial permit was issued; or
 2. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent from the date of vacancy/finding of closure by the City, or closure of previous Business License, whichever is first. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.
- C. Businesses within a Storefront Property that fail ~~[Failure]~~ to maintain a vibrant commercial storefront in the HCB or HRC zone ~~[shall result in the Business at the Storefront Property will]~~ are not ~~[be]~~ eligible to apply for a Single Event Alcoholic Beverage Licenses or temporary sign permit; and,
- D. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City Council while under an exception shown in 4-2-15(B) or until such a space is occupied by a vibrant commercial storefront.
- E. The burden is on the Business to show that it is Engaging in Business for the requisite period of time and if one of the exceptions applies.
- F. Any designation under this Section may be appealed to the Finance Manager or designee; any license denial appeal shall be conducted as set forth in 4-3-15 of this Title.

(3) Amend the Sign Code to Require an Active Business License to be Eligible to Maintain a Sign Installation.

Lastly, staff recommends amending Municipal Code of Park City Title 12, *Sign Code*, [Section 12-3-1](#) as follows:

12-3-1 Permits and Licenses Required

No person shall erect, install, alter, or relocate any permanent or temporary sign within Park City without first submitting a sign application and receiving approval of the sign permit from the City, unless the sign is exempt pursuant to Section 12-8-1. An active Business License is required to retain the installation of an approved Commercial Sign. A Business shall remove an installed sign within 30 days of Business License expiration, vacancy, or closure. Any person who erects, installs, alters, or relocates a sign that requires a permit under this Code and who fails to obtain an approved permit before installing the sign, shall be guilty of a Class C misdemeanor.

Department Review

The Planning, Finance, Economic Development, and Legal Departments reviewed this staff report.

Notice

Staff published notice on the City's website and the Utah Public Notice website on April 11, 2022. Staff mailed courtesy notice to property owners in the HCB and HRC Zoning Districts on April 13, 2022. The *Park Record* published notice on April 13, 2022. LMC [§ 15-1-21](#)

Public Outreach

Staff reached out to the Historic Park City Alliance, the Park City Chamber of Commerce, and the Park City Ad-Hoc Business Taskforce.

Public Input

No public input was received when this staff report was published.

Alternatives

- The Planning Commission may forward a positive recommendation for Ordinance No. 2022-XX to City Council;
- The Planning Commission may forward a negative recommendation for Ordinance No. 2022-XX to City Council 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 Ordinance and Code Amendment Redlines

Exhibit B: Ordinance No. 07-55

Exhibit C: Ordinance No. 2016-02

Exhibit D: Ordinance No. 2017-31

Exhibit E: Ordinance No. 2017-65

Exhibit F: Ordinance No. 2018-16

Exhibit G: Ordinance No. 2017-56

Exhibit H: Ordinance No. 2017-09

Ordinance No. 2022-XX

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF PARK CITY TITLE 4
GENERAL LICENSING SECTION 4-2-15 VIBRANT COMMERCIAL STOREFRONT IN
HCB AND HRC DISTRICTS; TITLE 12 SIGN CODE SECTION 12-3-1 PERMITS
REQUIRED; AND TITLE 15 LAND MANAGEMENT CODE SECTION 15-15-1
DEFINITIONS**

WHEREAS, the Land Management Code protects and enhances the vitality of the City's resort-based economy, the overall quality of life, the Historic character, and unique mountain town community;

WHEREAS, the Land Management Code implements the goals and policies of the Park City General Plan;

WHEREAS, General Plan Goal 12, Objective 12D is to foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City and minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique Park City experience;

WHEREAS, General Plan Goal 16 is to maintain the Historic Main Street District as the heart of the City for residents and visitors;

WHEREAS, General Plan Goal 16, Objective 16B is to limit uses within the first story of buildings along Main Street to retail and restaurant establishments that are inviting to the passing pedestrian and to discourage office, real estate showrooms, and parking uses;

WHEREAS, General Plan Goal 16, Objective 16E is to encourage all infill, additions, and building alterations on Main Street to be compatible with existing Landmark and Significant buildings;

WHEREAS, land use regulations including Vertical Zoning to direct active uses like retail, restaurants, and bars to the street level, Vibrant Commercial Storefront Incentives to keep street-level businesses open and vibrant year-round, Conventional Chain Business regulations to support unique local businesses, and Storefront Enhancement Zoning to ensure future development is compatible with the historic rhythm and pedestrian scale of Main Street, are all based on the definition of *Storefront Property*;

WHEREAS, the Land Management Code definition of *Storefront Property* is key to applying land use regulations designed to preserve the historic character and vibrancy of the City's iconic Main Street, which was listed on the National Register of Historic Places in 1979. *Storefront Property* encompasses portions of buildings that

have a pedestrian-level presence with an entrance and window display along Main Street;

WHEREAS, the City Council hereby determines it necessary to clarify the *Storefront Property* definition as it was amended in different code sections over the years;

WHEREAS, on November 11, 2021, the City Council directed the Planning, Finance, and Economic Development Departments to evaluate code amendments to clarify the definition of *Storefront Property*, to require a Storefront Property to be vibrant to be eligible for a temporary sign permit, and to require an active business license to be eligible to maintain a sign installation;

WHEREAS, the Planning Commission conducted a duly noticed public hearing on April 27, 2022, and forwarded a _____ recommendation for City Council's consideration;

WHEREAS, the City Council conducted a duly noticed public hearing on May 26, 2022.

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

SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY TITLE 4. The recitals are incorporated herein as findings of fact. Municipal Code of Park City Title 4, *General Licensing*, Section 4-2-15, *Vibrant Commercial Storefront In HCB and HRC Districts*, is hereby amended as outlined in Attachment 1.

SECTION 2. AMEND MUNICIPAL CODE OF PARK CITY TITLE 12. The recitals are incorporated herein as findings of fact. Municipal Code of Park City Title 12, *Sign Code*, Section 12-3-1, *Permits Required*, is hereby amended as outlined in Attachment 1.

SECTION 3. AMEND MUNICIPAL CODE OF PARK CITY TITLE 15. The recitals are incorporated herein as findings of fact. Municipal Code of Park City Title 15, *Land Management Code*, Section 15-15-1, *Definitions*, is hereby amended as outlined in Attachment 1.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 26th day of May 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

Attachment 1

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

A. A vibrant commercial storefront is a Storefront Property, as defined in Section 15-15-1 of the Land Management Code in the HRC or HCB zoning Districts, which meets the following conditions:

1. Is found to be Engaging in Business for at least sixty (60) days during each quarter; and
2. Has an active Business License.

B. If a property does not meet the standards of 4-2-15(A) the property may be considered vibrant for a maximum of one year if it meets one (1) of the following exceptions:

1. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction within one year from the date the initial permit was issued; or
2. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent from the date of vacancy/finding of closure by the City, or closure of previous Business License, whichever is first. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on

multiple listing services or any other comparable real estate listing services.

- C. Businesses within a Storefront Property that fail ~~[Failure]~~ to maintain a vibrant commercial storefront in the HCB or HRC zone ~~[shall result in the Business at the Storefront Property will]~~ are not ~~[be]~~ eligible to apply for a Single Event Alcoholic Beverage Licenses or temporary sign permit; and,
- D. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City Council while under an exception shown in 4-2-15(B) or until such a space is occupied by a vibrant commercial storefront.
- E. The burden is on the Business to show that it is Engaging in Business for the requisite period of time and if one of the exceptions applies.
- F. Any designation under this Section may be appealed to the Finance Manager or designee; any license denial appeal shall be conducted as set forth in 4-3-15 of this Title.

....

12-3-1 Permits and Licenses Required

No person shall erect, install, alter, or relocate any permanent or temporary sign within Park City without first submitting a sign application and receiving approval of the sign permit from the City, unless the sign is exempt pursuant to Section 12-8-1. An active Business License is

required to retain the installation of an approved Commercial Sign. A Business shall remove an installed sign within 30 days of Business License expiration, vacancy, or closure. Any person who erects, installs, alters, or relocates a sign that requires a permit under this Code and who fails to obtain an approved permit before installing the sign, shall be guilty of a Class C misdemeanor.

....

15-15-1 Definitions

....

Property, Storefront. A separately enclosed space, Floor Area, tenant space or unit that has a storefront window or storefront entrance that fronts on a Public Street. ~~[Storefront Property includes the entire Floor Area associated with the storefront window or storefront entrance that fronts on the Public Street.]~~ Storefront Property includes a storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.

For purposes of this provision, the term “fronts on a Public Street” shall mean a separately enclosed space, Floor Area, tenant space or unit with:

1. For Vertical Zoning regulations outlined in Sections 15-2.5-3(J) and 15-2.6-3(H), Conventional Chain Business regulations outlined in Sections 15-2.5-2 footnote 10 and 15-2.6-2 footnote 11, and Vibrant

Commercial Storefront regulations outlined in Section 4-2-15, a storefront window and/or storefront entrance at the adjacent Public Street, or within fifty lateral/horizontal feet (50') ~~[of]~~ from the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance. ~~[; or]~~

2. For Storefront Enhancement Zoning regulations outlined in Sections 15-2.5-3(K) and 15-2.6-3(I), a storefront window and/or storefront entrance at the adjacent Public Street, or within thirty lateral/horizontal feet (30') ~~[of]~~ from the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance. ~~[; and]~~

3. ~~[A storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.]~~

In the case of split-level, multi-level or multi-tenant Buildings with only one primary storefront entrance, only those fully enclosed spaces, Floor Areas, tenant spaces, or units that directly front on the Public Street, as set forth above, shall be designated as a "Storefront Property." The Planning Director or designee shall have the final determination of applicability.

. . . .

Ordinance No. 07-55

**AN ORDINANCE APPROVING AMENDMENTS TO THE PARK CITY LAND
MANAGEMENT CODE TO CHAPTERS 15-2.6: HISTORIC COMMERCIAL
BUSINESS (HCB) DISTRICT AND 15-2.5 HISTORIC RECREATION
COMMERCIAL (HRC) DISTRICT, RELATING TO PROHIBITING OFFICE,
RESIDENTIAL, NON-SALES TAX GENERATING USES AND OTHER SIMILAR OR
ASSOCIATED USES IN THE HCB DISTRICT AND HRC DISTRICT STOREFRONTS;
ALSO RELATED AMENDMENT TO LAND MANAGEMENT CODE
CHAPTER 15-15-1: DEFINITIONS.**

WHEREAS, the Land Management Code is designed and enacted to implement the objectives of the Park City General Plan; to protect the general health, safety, and welfare of Park City's citizen's and property owners; to maintain the quality of life and experience for its residents and visitors; and to preserve the community's unique character and values;

WHEREAS, Park City has an interest in promoting vibrancy and activity in the historic Main Street downtown area located in the Historic Commercial Business (HCB) and the Historic Recreation Commercial (HRC) Districts and finds it is essential to the City's long term economic and financial well-being; and

WHEREAS, The Community Economy Element of the Park City General Plan states that "Temporary or transient real estate project offices should be encouraged to locate in other areas of the City in order for Main Street to retain its primary functions"; and goes on to say Park City should "Maintain and improve the resort ambiance, which includes adequate opportunities for recreation, shopping, dining and culture"; and

WHEREAS, the 2003 Hyett Palma Park City Downtown Economic Study recommends pursuing a broad variety of uses and attractions to draw locals and visitors; and

WHEREAS, The City's Budget Department and The Main Street Business Alliance have submitted Affidavits that support these amendments; and

WHEREAS, Park City's Economic Development Plan identifies the following as Top Priorities: Facilitation and establishment of more "attractions/areas of interest" for both visitors and residents; Maintain and improve the balance of Sustainable Community goals by going beyond just economic initiatives to include social and environmental strategies; and Protect, preserve, and promote the historic Main Street downtown area as the heart of the region; and

WHEREAS, Park City's Economic Development Strategic Plan identifies the following as High Priorities: Further develop and market the uniqueness of Park City and why it is set apart from other mountain resort communities; Proactively target

business sectors that will fill voids left by departing companies or for smart redevelopment reasons; and

WHEREAS, in the HCB and HRC Districts, Office uses that are not inviting to the general public to access them will diminish the diverse and eclectic mix of uses and attractions necessary to sustain Park City's unique vibrant Main Street core for the general public, visitors, quests, and locals; and

WHEREAS, the City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds a diversified business mix is an element of Main Street's attractiveness and a destination center for visitors and locals; and

WHEREAS, the long-term economic sustainability of Park City depends upon the continued economic success and aesthetic attractiveness of commercial and mixed-use buildings and districts in and near the downtown core; and

WHEREAS, a preliminary discussion was held at the joint Planning Commission/City Council work session on April 5, 2007 regarding legislative remedies available to ensure the continuation of a successful business mix on historic Main Street; and

WHEREAS, in the HCB and HRC Districts, Office uses that are not inviting to the general public to access them will have a negative effect upon the overall economy and vitality of the downtown core as visitors find fewer businesses in which to shop or restaurants in which to eat. A reduction in visitor traffic will have a net negative impact to sales tax overall. A reduction in visitor numbers will also signal a change in the culture of Main Street into an elite area that is less inviting to the majority of Park City's visitors, guests, and locals; and

WHEREAS it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the Utah State Code and the Park City General Plan, and to be consistent with the values and identified goals of the Park City community to protect health and safety, maintain the quality of life for its residents, and to preserve the community's unique character.

WHEREAS, the Council determines after evaluating issues of fairness and the overall intent of the regulation that the application of pending ordinance doctrine shall be revoked up to the date of adoption;

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

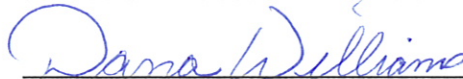
SECTION 1. APPROVAL OF AMENDMENT. CHAPTERS 15-2.5
Historic Recreation Commercial (HRC) District, 15-2.6 Historic Commercial Business

(HCB) District, and 15-15-1 Definitions, of the Land Management Code are hereby amended to read as attached hereto on Exhibits "A", "B" and "C".

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective upon publication and the pending ordinance rule shall become effective as of the date of adoption.

PASSED AND ADOPTED this 30th day of August, 2007.

PARK CITY MUNICIPAL CORPORATION


Dana Williams, Mayor

Attest:


Janet M. Scott, City Recorder

Approved as to form:

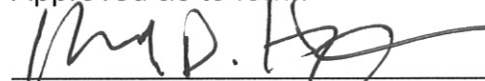

Mark D. Harrington, City Attorney



EXHIBIT A - HRC

TITLE 15 - LAND MANAGEMENT CODE (LMC)

CHAPTER 2.5 - HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT

Chapter adopted by Ordinance No. 00-51

15-2.5-1. PURPOSE.

The purpose of the Historic Recreation Commercial (HRC) District is to:

- (A) maintain and enhance characteristics of Historic Streetscape elements such as yards, trees, vegetation, and porches,
- (B) encourage pedestrian oriented, pedestrian-scale Development,
- (C) minimize visual impacts of automobiles and parking,
- (D) preserve and enhance landscaping and public spaces adjacent to Streets and thoroughfares,
- (E) provide a transition in scale and land Uses between the HR-1 and HCB Districts that retains the character of Historic Buildings in the Area,
- (F) provide a moderate Density bed base at the Town Lift,
- (G) allow for limited retail and Commercial Uses consistent with resort bed base and the needs of the local community,
- (H) encourage preservation and rehabilitation of Historic Buildings and resources.

(I) maintain and enhance the long term viability of the downtown core as a destination for residents and tourists by ensuring a Business mix that encourages a high level of vitality, public Access, vibrancy, activity, and public/resort-related attractions.

15-2.5-2. USES.

Uses in the HRC are limited to the following:

(A) ALLOWED USES.

- (1) Single Family Dwelling
- (2) Duplex Dwelling
- (3) Secondary Living Quarters

- (4) Lockout Unit¹
- (5) Accessory Apartment²
- (6) Nightly Rental
- (7) Home Occupation
- (8) Child Care, In-Home Babysitting
- (9) Child Care, Family³
- (10) Child Care, Family Group³
- (11) Child Care Center³
- (12) Accessory Building and Use
- (13) Conservation Activity
- (14) Agriculture
- (15) Bed and Breakfast Inn⁴
- (16) Boarding House, Hostel
- (17) Hotel, Minor, fewer than 16 rooms
- (18) Office, General⁵
- (19) Parking Area or Structure, with four (4) or fewer spaces

(B) **CONDITIONAL USES.**

- (1) Triplex Dwelling
- (2) Multi-Unit Dwelling
- (3) Guest House, on Lots one acre
- (4) Group Care Facility
- (5) Public and Quasi-Public Institution, Church, School
- (6) Essential Municipal Public Utility Use, Facility, Service and Structure
- (7) Telecommunication Antenna⁶
- (8) Satellite Dish, greater than thirty-nine inches (39") in diameter⁷
- (9) Plant and Nursery stock products and sales
- (10) Hotel, Major
- (11) Timeshare Projects and Conversions

¹Nightly rental of Lockout Units requires a Conditional Use permit

²See LMC Chapter 15-4, Supplementary Regulations for Accessory Apartments

³See LMC Chapter 15-4-9 for Child Care Regulations

⁴Requires an Administrative Conditional Use permit

⁵**Prohibited in Storefronts adjacent to the Main Street, Swede Alley, Heber Avenue, or Park Avenue (excluding those HRC zoned areas north of the 8th Street) rights-of-way; excluding without limitation, addresses contained within the following Buildings: 702 Main Street, 710 Main Street, 780 Main Street, 804 Main Street, 890 Main Street, and 900 Main Street.**

⁶See LMC Chapter 15-4-14, Supplemental Regulations For Telecommunication Facilities

⁷See LMC Chapter 15-4-13, Supplemental Regulations For Satellite Receiving Antennas

- (12) Private Residence Club Project and Conversion⁴
- (13) Office, Intensive
- (14) Office and Clinic, Medical
- (15) Financial Institution, without drive-up window⁸
- (16) Commercial Retail and Service, Minor⁷
- (17) Commercial Retail and Service, personal improvement⁷
- (18) Neighborhood Convenience Commercial, without gasoline sales
- (19) Café or Deli⁷
- (20) Restaurant, General⁷
- (21) Restaurant and café, Outdoor Dining⁴
- (22) Outdoor Events⁴
- (23) Bar
- (24) Parking Area or Structure, with five (5) or more spaces
- (25) Temporary Improvement
- (26) Passenger Tramway Station and Ski Base Facility
- (27) Ski Tow, Ski Lift, Ski Run, and Ski Bridge
- (28) Recreation Facility, Commercial, Public, and Private
- (29) Entertainment Facility, Indoor
- (30) Fences greater than six feet (6') in height from Final Grade⁴
- (31) Private Residence Club, Off-Site⁵**

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

(Amended by Ord. Nos. 04-39; 06-69)

⁸If Gross Floor Area is less than 2,000 sq. ft., the Use shall be considered an Allowed Use

EXHIBIT B

TITLE 15 - LAND MANAGEMENT CODE (LMC)

CHAPTER 2.6 - HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT

Chapter adopted by Ordinance No. 00-15

15-2.6-1. PURPOSE.

The purpose of the Historic Commercial Business (HCB) District is to:

- (A) preserve the cultural heritage of the City's original Business, governmental and residential center,
- (B) allow the Use of land for retail, commercial, residential, recreational, and institutional purposes to enhance and foster the economic and cultural vitality of the City,
- (C) facilitate the continuation of the visual character, scale, and Streetscape of the original Park City Historical District,
- (D) encourage the preservation of Historic Structures within the district,
- (E) encourage pedestrian-oriented, pedestrian-scale Development,
- (F) minimize the impacts of new Development on parking constraints of Old Town,
- (G) minimize the impacts of commercial Uses and business activities including parking, Access, deliveries, service, mechanical equipment, and traffic, on surrounding residential neighborhoods,
- (H) minimize visual impacts of automobiles and parking on Historic Buildings and Streetscapes, and
- (I) support Development on Swede Alley which maintains existing parking and service/delivery operations while providing Areas for public plazas and spaces.
- (J) maintain and enhance the long term viability of the downtown core as a destination for residents and tourists by ensuring a Business mix that encourages a high level of vitality, public Access, vibrancy, activity, and public/resort-related attractions.**

15-2.6-2. USES.

Uses in the Historic Commercial Business (HCB) District are limited to the following:

(A) **ALLOWED USES.**

- (1) Single Family Dwelling⁹
- (2) Multi-Unit Dwelling¹
- (3) Secondary Living Quarters¹
- (4) Lockout Unit^{1,10}
- (5) Accessory Apartment^{1,11}
- (6) Nightly Rental¹²
- (7) Home Occupation¹
- (8) Child Care, In-Home Babysitting¹
- (9) Child Care, Family^{1,13}
- (10) Child Care, Family Group^{1,5}
- (11) Child Care Center^{1,5}
- (12) Accessory Building and Use¹
- (13) Conservation Activity
- (14) Agriculture
- (15) Bed and Breakfast Inn¹⁴
- (16) Boarding House, Hostel
- (17) Hotel, Minor, fewer than 16 rooms
- (18) Office, General¹
- (19) Office, Moderate Intensive¹
- (20) Office and Clinic, Medical¹
- (21) Financial Institution, without drive-up window
- (22) Commercial Retail and Service, Minor
- (23) Commercial Retail and Service, personal improvement
- (24) Commercial Neighborhood Convenience, without gasoline sales
- (25) Restaurant, Cafe or Deli
- (26) Restaurant, General
- (27) Bar
- (28) Parking Lot, Public or Private with four (4) or fewer spaces
- (29) Entertainment Facility, Indoor
- (30) Salt Lake City 2002 Winter Olympic Games Legacy Display¹⁵

⁹**Prohibited in Storefronts adjacent to the Main Street, Heber Avenue, or Swede Alley Rights-of-Way.**

¹⁰Nightly Rental of Lock Units requires a Conditional Use permit

¹¹See LMC Chapter 15-4, Supplementary Regulations for Accessory Apartments

¹²Nightly Rental of residential dwellings does not include the Use of dwellings for Commercial Uses

¹³ See LMC Chapter 15-4-9 for Child Care Regulations

¹⁴Requires an Administrative Conditional Use permit

¹⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services Agreement and/or Master Festival License.

(B) **CONDITIONAL USES.**

- (1) Group Care Facility¹
- (2) Public and Quasi-Public Institution, Church, School
- (3) Essential Municipal Public Utility Use, Facility, Service, and Structure
- (4) Telecommunication Antenna⁷
- (5) Satellite Dish, greater than thirty-nine inches (39") in diameter⁸
- (6) Plant and Nursery stock products and sales
- (7) Hotel, Major
- (8) Timeshare Projects and Conversions¹
- (9) Timeshare Sales Office, Off-Site within an enclosed Building¹
- (10) Private Residence Club Project and Conversion⁵
- (11) Commercial Retail and Service, Major
- (12) Office, Intensive
- (13) Restaurant, Outdoor Dining⁵
- (14) Outdoor Events
- (15) Hospital, Limited Care Facility
- (16) Parking Area or Structure for five (5) or more cars
- (17) Temporary Improvement
- (18) Passenger Tramway Station and Ski Base Facility
- (19) Ski Tow, Ski Lift, Ski Run, and Ski Bridge
- (20) Recreation Facility, Public or Private
- (21) Recreation Facility, Commercial
- (22) Fences greater than six feet (6') in height from Final Grade⁵
- (23) Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁹
- (24) Private Residence Club, Off-Site¹

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

(Amended by Ord. No. 02-38; 04-39; 06-69)

⁷See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

⁸See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

⁹Olympic Legacy Displays limited to those specific Structures approved under the SLOC/ Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

Exhibit C

TITLE 15 - LAND MANAGEMENT CODE (LMC) CHAPTER 15 - DEFINITIONS

Chapter adopted by Ordinance No. 00-25

CHAPTER 15 - DEFINED TERMS.

15-15-1.44. Club.

(E) Club, Private Residence, Off-Site. Any Use organized for the exclusive benefit, support of, or linked to or associated with, or in any way offers exclusive hospitality services and/or concierge support to any defined Owner's association, timeshare membership, residential club, or real estate project. Hospitality includes but is not limited to any of the following services: real estate, restaurant, bar, gaming, locker rooms, storage, salon, personal improvement, Office.

Storefront Property

A separately enclosed space or unit that has a window or entrance that fronts on a Public Street. For purposes of this provision, the term "fronts on a Public Street" shall mean a separately enclosed space or unit with:

1. A window and/or entrance within 50 lateral/horizontal feet of the back (inside building edge) of the public sidewalk; and
2. A window and/or entrance that is not more than 8 feet above or below the grade of the adjacent Public Street.

In the case of split-level, multi-level buildings with only one primary entrance, only those fully enclosed spaces or units that directly front the street as set forth above shall be designated to be a "Storefront Property." The Planning Director or their designee shall have the final determination of applicability.

Ordinance 16-02

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING CHAPTER 15-2.5 HISTORIC RECREATION COMMERCIAL (HRC) ZONING DISTRICT, CHAPTER 15-2.6 HISTORIC COMMERCIAL BUSINESS (HCB) ZONING DISTRICT, AND CHAPTER 15 DEFINED TERMS RELATING TO VERTICAL ZONING REGULATIONS PROHIBITING OFFICE, RESIDENTIAL, PARKING, PRIVATE EVENT FACILITIES, AND SIMILAR OR ASSOCIATED USES WITHIN STOREFRONT PROPERTY IN THE HISTORIC MAIN STREET DOWNTOWN AREA

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Land Management Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up; to address specific LMC issues raised by Staff, Planning Commission, and City Council; and to align the Code with the Council's goals; and

WHEREAS, Park City has an interest in promoting vibrancy and activity in the historic Main Street downtown area located in the Historic Commercial Business (HCB) and the Historic Recreation Commercial (HRC) Zoning Districts and finds this vibrancy to be essential to the City's long term economic and financial well-being; and

WHEREAS, these proposed Land Management Code (LMC) amendments were reviewed for consistency with the recently adopted Park City General Plan.

WHEREAS, the Park City General Plan includes Goal 16 that states, "Maintain the Historic Main Street District as the heart of the City for residents and encourage tourism in the district for visitors." Objective 16B states, "Limit uses within the first story of buildings along Main Street to retail and restaurant establishments that are inviting to the passing pedestrian. Uses that should be discouraged include office space, real estate show rooms, parking, etc." Implementation Strategy 16.10 states, "Re-examine the City's existing Vertical Zoning Ordinance that requires commercial retail shops along Main Street; consider strengthening the Ordinance."

WHEREAS, Park City's Economic Development Plan encourages facilitation and establishment of more attractions and areas of interest for both visitors and residents, maintaining and improving the balance of Sustainable Community goals by going beyond economic initiatives to include social and environmental strategies; and

protection and preservation of the historic Main Street downtown area as the heart of the region; and

WHEREAS, in the HRC and HCB Zoning Districts, Uses located on the main level adjacent to the street, that are not inviting to the general public, may diminish the vibrancy, diversity, and activity of the historic Main Street area; and

WHEREAS, the City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds a diversified business mix is critical to the attractiveness, vitality, and success of the historic Main Street downtown area; and

WHEREAS, the long-term economic sustainability of Park City depends upon the continued economic success and aesthetic attractiveness of the historic Main Street area; and

WHEREAS, in the HRC and HCB Districts, Uses that are not inviting to the general public may have a negative effect upon the overall economy and vitality of the historic downtown area in terms of satisfaction of visitor experience, diversity of visitors, activity on the street, and sales tax revenue generation; and

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meetings on June 24th, July 22nd, August 26th, October 14th, November 11th, and December 9, 2015 and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on January 7, 2016; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; to preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area; to ensure compatible development; to preserve historic resources; and to preserve the community's unique character.

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

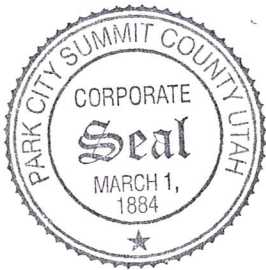
SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-2.5 Historic Recreation Commercial (HRC) Zoning District. The recitals above are incorporated herein as findings of fact. Chapter 15-2.5 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-2.6 Historic Commercial Business (HCB) Zoning District. The recitals above are incorporated herein as findings of fact. Chapter 15-2.6 of the Land Management Code of Park City is hereby amended as redlined in Exhibit B.

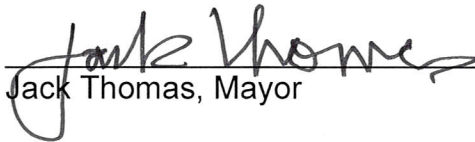
SECTION 3. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15 Defined Terms. The recitals above are incorporated herein as findings of fact. Chapter 15 of the Land Management Code of Park City is hereby amended as redlined in Exhibit C.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 7 day of January, 2016



PARK CITY MUNICIPAL CORPORATION



Jack Thomas, Mayor

Attest:



Michelle Kellogg
City Recorder

Approved as to form:



Mark Harrington, City Attorney

Exhibits

Exhibit A – LMC Chapter 2.5 HRC Zoning District
Exhibit B – LMC Chapter 2.6 HCB Zoning District
Exhibit C – LMC Chapter 15- Defined Terms

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

CHAPTER 2.5 - HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT

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- (4) Lockout Unit^{1,5}
- (5) Accessory Apartment^{2,5}
- (6) Nightly Rental⁵
- (7) Home Occupation⁵
- (8) Child Care, In-Home Babysitting
- (9) Child Care, Family³
- (10) Child Care, Family Group³
- (11) Child Care Center³
- (12) Accessory Building and Use
- (13) Conservation Activity
- (14) Agriculture
- (15) Bed and Breakfast Inn^{4,5}
- (16) Boarding House, Hostel⁵
- (17) Hotel, Minor, fewer than 16 rooms⁵
- (18) Office, General⁵

¹Nightly rental of Lockout Units requires a Conditional Use permit

²See LMC Chapter 15-4, Supplementary Regulations for Accessory Apartments

³See LMC Chapter 15-4-9 for Child Care Regulations

⁴Requires an Administrative or Administrative Conditional Use permit, see Section 15-4.

⁵ Prohibited in HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue and Park Avenue. excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC Zoned Properties with the

- (19) Parking Area or Structure, with four (4) or fewer spaces⁵

(B) **CONDITIONAL USES**⁹.

- (1) Triplex Dwelling⁵

following addresses:
~~Storefronts adjacent to the Main Street, Swede Alley, Heber Avenue, or Park Avenue Rights-of-Way, excluding those HRC-zoned Areas north of 8th Street; excluding without limitation, addresses contained within the following Buildings:~~
 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side storefronts), 780 Main Street, 804 Main Street ~~(for the plaza side storefronts)~~ , 875 Main Street, 890 Main Street, ~~and~~ 900 Main Street, ~~and~~ 820 Park Avenue.
 Hotel rooms shall not be located within Storefront Property however; access, circulation, and lobby areas are permitted within Storefront Property.

(Amended by Ord. Nos. 04-39; 06-69; 07-55; 09-10; 12-37)

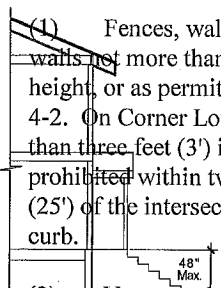
15-2.5-3. LOT AND SITE REQUIREMENTS.

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development activity must comply with the following minimum Lot and Site requirements:

(A) **FRONT YARD.** The minimum Front Yard is ten feet (10').

(B) **FRONT YARD EXCEPTIONS.** The Front Yard must be open and free of any Structure except:

- 
- The diagram shows a corner lot with a street on the left and a driveway on the right. A fence is shown along the street frontage. A set of steps leads from the driveway area to the main building. A dimension line indicates a maximum height of 48 inches for the steps.
- (1) Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty five feet (25') of the intersection at back of curb.
 - (2) Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4')

Front Yard
← →

in height from Final Grade, not including any required handrail, and do not cause danger or hazard to traffic by obstructing the view of the Street or intersection.

(3) Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than three feet (3') into the Front Yard.

(4) Roof overhangs, eaves, and cornices, projecting not more than three feet (3') into the Front Yard.

(5) Sidewalks, patios, and pathways.

(6) Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways, allowed Parking Areas, patios, and sidewalks may be Hard-Surfaced or graveled.

(C) **REAR YARD.** The minimum Rear Yard is ten feet (10').

(D) **REAR YARD EXCEPTIONS.** The Rear Yard must be open and free of any Structure except:

(1) Bay Windows not more than

Field Code Changed

requirements as a detached Accessory Building.

- (8) Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.
- (9) Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2.
- (10) Patios, decks, steps, pathways, and similar Structures not more than thirty inches (30") above Final Grade, located at least five feet (5') from the Rear Lot Line.

(E) **SIDE YARD.**

- (1) The minimum Side Yard is five feet (5').
- (2) On Corner Lots, the Side Yard that faces a Street is ten feet (10') for both main and accessory Structures.
- (3) A Side Yard between connected Structures is not required where the Structures are designed with a common wall on a Property Line and the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official. The longest dimension of a Building joined at the Side Lot Line may not exceed one hundred feet (100').

(F) **SIDE YARD EXCEPTIONS.** The Side Yard must be open and free of any Structure except:

- (1) Bay Windows, not more than ten feet (10') wide, projecting not more than two feet (2') into the Side Yard.
- (2) Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Side Yard.
- (3) Window wells and light wells projecting not more than four feet (4') into the Side Yard.
- (4) Window sills, belt courses, cornices, trim, exterior siding, and other ornamental features, projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
- (5) Roof overhangs and eaves projecting not more than two feet (2') into the Side Yard.
- (6) Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height from Final Grade, provided there is at least a one foot (1') Setback to the Side Lot Line.
- (7) Fences, walls and retaining walls not more than six feet (6'), or as permitted in Section 15-4-2.
- (8) Driveways leading to a garage or approved Parking Area.

(A) **VEHICULAR ACCESS.** A Project may have only one vehicular Access from Park Avenue, Main Street, Heber Avenue, Swede Alley, or Deer Valley Drive, unless an additional Access is approved by the Planning Commission.

(B) **PEDESTRIAN ACCESS.** An Applicant must build, and if necessary, dedicate a Sidewalk on all Street Frontages.

15-2.5-5. BUILDING HEIGHT.

No Structure shall be erected to a height greater than thirty-two feet (32') from Existing Grade. This is the Zone Height.

(A) **BUILDING HEIGHT EXCEPTIONS.** The following height exceptions apply:

- (1) Gable, hip, and similar pitched roofs may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater.
- (2) Antennas, chimneys, flues, vents, and similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
- (3) Water towers, mechanical equipment, and associated Screening, when enclosed or Screened, may extend up to five feet (5') above the height of the Building.
- (4) Church spires, bell towers, and like architectural features subject

to the Historic District Design Guidelines, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.

(5) An Elevator Penthouse may extend up to eight feet (8') above the Zone Height.

(6) To accommodate a roof form consistent with the Historic District Design Guidelines, the Planning Director may grant additional Building Height provided that no more than twenty percent (20%) of the roof ridge line exceeds the height requirement and complies with height exception criteria in Section 15-2.2-6(B)(10).

(Amended by Ord. Nos. 06-69; 07-25; 09-10)

15-2.5-6. EXISTING HISTORIC STRUCTURES.

Historic Structures that do not comply with Building Setbacks, Off-Street parking, and driveway location standards are valid Non-Complying Structures. Additions to Historic Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment. Additions must comply with Building Setbacks, driveway location standards, and Building height.

(A) **EXCEPTION.** In order to achieve

HRC District apply, except:

(A) The Allowed Uses within the sub-zones are identical to the Allowed Uses in the HCB District.

(B) The Conditional Uses within the sub-zone are identical to the Conditional Uses in the HCB District.

(C) The Floor Area Ratio limitation of the HRC District does not apply.

15-2.5-11. PARKING REGULATIONS.

(A) Tandem Parking is allowed in the Historic District.

(B) Common driveways are allowed along shared Side Yard Property Lines to provide Access to parking in the rear of the Main Building, or below Grade, if both Properties are deed restricted to allow for the perpetual use of the shared drive.

(C) Common Parking Structures are allowed where such a grouping facilitates:

(1) the Development of individual Buildings that more closely conform to the scale of Historic Structures in the District; and

(2) the reduction, mitigation, or elimination of garage doors at the Street edge.

(D) A common Parking Structure may occupy below Grade Side Yards between participating Developments if the Structure maintains all Setbacks above Grade. Common Parking Structures are subject to a Conditional Use Review, Section 15-1-10.

(E) Driveways between Structures are allowed to eliminate garage doors facing the Street, to remove cars from on-Street parking, and to reduce paved Areas, provided the driveway leads to an approved garage or Parking Area.

(F) Turning radii are subject to review by the City Engineer as to function and design.

(G) See Section 15-3 Off Street Parking for additional parking requirements.

(Amended by Ord. Nos. 06-69; 09-10)

15-2.5-12. CRITERIA FOR BED AND BREAKFAST INNS.

A Bed and Breakfast Inn is an Allowed Use subject to an Administrative Conditional Use permit. No Administrative Conditional Use permit may be issued unless the following criteria are met:

(A) The Use is in a Historic Structure or addition thereto, or a historically Compatible Structure.

(B) The Applicant will make every attempt to rehabilitate the Historic portion of the Structure.

(C) The Structure has at least two (2)

criteria:

(a) The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.

(b) The proposed seating Area does not impede pedestrian circulation.

(c) The proposed seating Area does not impede emergency Access or circulation.

(d) The proposed furniture is Compatible with the Streetscape.

(e) No music or noise is in excess of the City Noise Ordinance, Title 6.

(f) No Use after 10:00 p.m.

(g) Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand.

(2) **OUTDOOR GRILLS/BEVERAGE SERVICE STATIONS.** Outdoor grills and/or beverage service stations require an Administrative Conditional Use

permit and are subject to the following criteria:

(a) The Use is on private Property or leased public Property and does not diminish parking or landscaping.

Field Code Changed

(b) The Use is only for the sale of food or beverages in a form suited for immediate consumption.

(c) The Use is Compatible with the neighborhood.

(d) The proposed service station does not impede pedestrian circulation.

(e) The proposed service station does not impede emergency Access or circulation.

(f) Design of the service station is Compatible with the adjacent Building and Streetscape.

(g) No violation of the City Noise Ordinance, Title 6.

(h) Compliance with the City Sign Code, Title 12.

(3) **OUTDOOR STORAGE AND DISPLAY OF BICYCLES,**

following criteria:

- (a) The display is immediately available for purchase at the Business displaying the item.
- (b) The merchandise is displayed on private property directly in front of or appurtenant to the Business which displays it, so long as the private Area is in an alcove, recess, patio, or similar location that provides a physical separation from the public sidewalk. No item of merchandise may be displayed on publicly owned Property including any sidewalk or prescriptive Right-of-Way regardless if the property Line extends into the public sidewalk. An item of merchandise may be displayed on commonly owned Property; however, written permission for the display of the merchandise must be obtained from the Owner's association.
- (c) The display is prohibited from being permanently affixed to any building. Temporary fixtures may not be affixed to any Historic Building in a manner that compromises the Historic integrity or Façade Easement of the Building as

determined by the Planning Director.

- (d) the display does not diminish parking or landscaping.
- (e) The Use does not violate the Summit County Health Code, the Fire Code, or International Building Code. The display does not impede pedestrian circulation, sidewalks, emergency Access, or circulation. At minimum, forty-four inches (44") of clear and unobstructed Access to all fire hydrants, egress and Access points must be maintained. Merchandise may not be placed so as to block visibility of or Access to any adjacent Property.
- (f) The merchandise must be removed if it becomes a hazard due to wind or weather conditions, or if it is in a state of disrepair, as determined by either the Planning Director or Building Official.
- (g) The display shall not create a hazard to the public due to moving parts, sharp edges, or extension into public Rights-of-Way, including sidewalks, or

PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 2.5 - HRC District

15-2.5-16

Chapter 15-11.

- Park City Sign Code. Title 12.
- Architectural Review. LMC Chapter 15-5.
- Snow Storage. LMC Chapter 15-3-3(E).
- Parking Ratio Requirements. LMC Chapter 15-3-6.

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TITLE 15 - LAND MANAGEMENT CODE

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- (1) Single Family Dwelling¹
- (2) Multi-Unit Dwelling¹
- (3) Secondary Living Quarters¹
- (4) Lockout Unit^{1,2}
- (5) Accessory Apartment^{1,3}
- (6) Nightly Rental⁴
- (7) Home Occupation¹
- (8) Child Care, In-Home Babysitting¹
- (9) Child Care, Family^{1,5}
- (10) Child Care, Family Group^{1,5}
- (11) Child Care Center^{1,5}
- (12) Accessory Building and Use¹
- (13) Conservation Activity
- (14) Agriculture
- (15) Bed and Breakfast Inn^{1,6}
- (16) Boarding House, Hostel¹
- (17) Hotel, Minor, fewer than 16 rooms¹

¹ Prohibited in HCB Zoned Storefront Property storefronts adjacent to the Main Street, Heber Avenue, Grant Avenue or and Swede Alley, Rights-of-Way Hotel rooms shall not be located within Storefront Property however: access, circulation and lobby areas are permitted within Storefront Property.

² Nightly Rental of Lock Units requires a Conditional Use permit

³ See LMC Chapter 15-4, Supplementary Regulations for Accessory Apartments

⁴ Nightly Rental of residential dwellings does not include the Use of dwellings for Commercial Uses

⁵ See LMC Chapter 15-4-9 for Child Care Regulations

⁶ Requires an Administrative or Administrative Conditional Use permit

- (18) Office, General¹
- (19) Office, Moderate Intensive¹
- (20) Office and Clinic, Medical¹
- (21) Financial Institution, without drive-up window
- (22) Commercial Retail and Service, Minor
- (23) Commercial Retail and Service, personal improvement
- (24) Commercial Neighborhood Convenience, without gasoline sales
- (25) Restaurant, Cafe or Deli
- (26) Restaurant, General
- (27) Bar
- (28) Parking Lot, Public or Private with four (4) or fewer spaces¹
- (29) Entertainment Facility, Indoor
- (30) Salt Lake City 2002 Winter Olympic Games Legacy Displays⁷

(B) CONDITIONAL USES¹⁰.

- (1) Group Care Facility¹
- (2) Public and Quasi-Public Institution, Church, School
- (3) Essential Municipal Public Utility Use, Facility, Service, and Structure

⁷ Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services Agreement and/or Master Festival License. Requires an Administrative Permit.

Front, Rear, or Side Yard dimensions in the HCB District.

(C) **SIDEWALK PROVISION.**

Buildings must be located so as to provide an unobstructed sidewalk at least nine feet (9') wide on both Main Street and Swede Alley. The sidewalk width is measured from the front face of curb to the front of the Building. The alignment of new Building fronts with adjacent Historic fronts is encouraged. A narrower sidewalk may result from the alignment of Building fronts. The Planning and Engineering Departments may grant an exception to the minimum sidewalk width to facilitate such alignment.

(D) **BALCONIES.** No Balcony may be erected, enlarged, or altered over a public pedestrian Right-of-Way without the advance approval of the City Council. Balcony supports may not exceed eighteen inches (18") square and are allowed no closer than thirty-six inches (36") from the front face of the curb. Balconies must provide vertical clearance of not less than ten feet (10') from the sidewalk and may not be enclosed. With reasonable notice, the City may require a Balcony be removed from City Property without compensating the Building Owner.

(E) **INSURANCE REQUIRED.** No Balcony projecting over City Property may be erected, re-erected, located or relocated, or enlarged or structurally modified without first receiving approval of the City Council and submitting a certificate of insurance or a continuous bond protecting the Owner and the City against all claims for personal injuries and/or Property damage in the

standard amount determined by City Council. Park City Municipal Corporation must be named in the certificate of insurance as an additional insured. A thirty (30) day obligation to provide written notice to Park City Municipal Corporation of cancellation or expiration must be included in the insurance certificate.

(F) **CLEAR VIEW OF**

INTERSECTION. No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

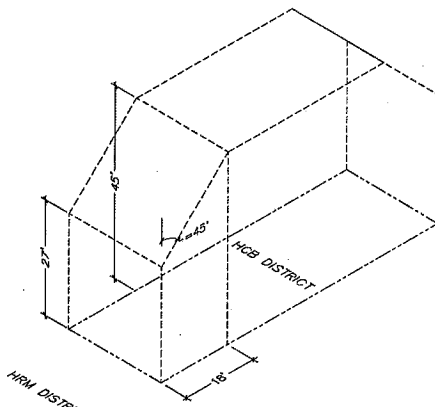
(G) Vertical Zoning. For HCB Zoned Storefront Property adjacent to Main Street and Heber Avenue, new Construction and Construction adding Floor Area to a Building or Lot, shall have a minimum of seventy-five percent (75%) of the width of the Building facade as Storefront Property.

(Amended by Ord. No. 06-69)

15-2.6-4. FLOOR AREA RATIO.

To encourage variety in Building Height, a floor Area to ground Area ratio must be used to calculate maximum buildable Area. The maximum Floor Area Ratio (FAR) is 4.0 measured as: total floor Area divided by Lot Area equals 4.0. Note that this is the potential maximum floor Area, and is not always achievable. Buildings of lesser floor

plane that rises vertically at the abutting Lot Line to a height matching the maximum height of the abutting Zone, measured from Existing Grade, and then proceeds at a forty-five degree (45°) angle toward the opposite Lot Line until it intersects with a point forty-five feet (45') above Existing Grade.



(E) The Zone Height for the HCB District shall correspond to the maximum height of the Building plane as described in Section 15-2.6-5(A) through (D).

(F) **MAXIMUM BUILDING VOLUME AND BUILDING HEIGHT EXCEPTIONS.** The following exceptions apply:

- (1) A gable, hip, gambrel or similarly pitched roof may extend up to five feet (5') above the Zone Height.
- (2) Antennas, chimneys, flues, vents, and similar Structures may extend up to five feet (5') above the highest point of the Building to

comply with International Building Code (IBC) requirements.

(3) Water towers, mechanical equipment, and associated Screening, when enclosed or Screened, may extend up to five feet (5') above the height of the Building.

(4) Church spires, bell towers, and like architectural features, subject to the Historic District Design Guidelines, may extend up to fifty percent (50%) above the Zone Height, but may not contain Habitable Space above the Zone Height. Such exception requires approval by the Planning Director.

(5) Elevator Penthouses may extend up to eight feet (8') above the Zone Height.

(6) Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays, including Olympic way-finding towers, are permitted to a height of sixty-five feet (65').

(Amended by Ord. No. 03-38; 06-69)

15-2.6-6. ARCHITECTURAL REVIEW.

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with the Design Guidelines for Historic Districts and

(H) Service Areas and service equipment must be Screened. Utility boxes must be painted to blend with the adjacent Structures. Group trash containers must be Screened.

15-2.6-8. CANOPY AND AWNING.

(A) **APPROVAL.** No awning or Canopy may be erected, enlarged, or altered over the Main Street sidewalk without the written advance approval by the City Engineer. An awning or Canopy attached to a Building may extend over the public pedestrian Right-of-Way and project a maximum of thirty-six inches (36") from the face of a Building. An awning or Canopy must provide vertical clearance of no less than eight feet (8') from the sidewalk. With reasonable notice, the City may require that an awning or Canopy be removed from over City Right-of Way without compensating the Building Owner.

(B) **INSURANCE REQUIRED.** No awning or Canopy projecting over City Property may be erected, re-erected, located or relocated, or enlarged or modified structurally, without a certificate of insurance or a continuous bond protecting the Owner and City against all claims for personal injuries and/or Property damage in the standard amount determined by City Council. Park City Municipal Corporation must be named in the certificate of insurance as an additional insured. A thirty (30) day obligation to provide written notice to Park City Municipal Corporation of cancellation or expiration must be included in the insurance certificate.

15-2.6-9. PARKING REGULATIONS.

New construction must provide Off-Street parking. The parking must be on-Site or paid by fee in lieu of on-Site parking set by Resolution equal to the parking obligation multiplied by the per space parking fee/in-lieu fee. The parking obligation is as follows:

(A) **RESIDENTIAL USE.** See Parking Requirements shown in Chapter 3.

(B) **NON-RESIDENTIAL USE.** Non-Residential Uses must provide parking at the rate of six (6) spaces per 1,000 square feet of Building Area, not including bathrooms, and mechanical and storage spaces¹⁰. Churches, Auditoriums, Assembly Halls and Indoor Entertainment Businesses generate a parking obligation shown in Chapter 15-3. Fully enclosed Parking Spaces and associated maneuvering spaces are not included in the Floor Area.

(C) **GENERAL PARKING REGULATIONS.** Property Owners may not install a driveway across the Main Street sidewalk to meet on-Site parking

¹⁰Mechanical and storage spaces must be in accordance with IBC requirements in order to be subtracted from the Building Area; it is the intent of this Code that closets and shelves in occupied spaces are included in the Area measured for the parking requirement. For Condominium Units, the Building Area is the total Area of the Unit.

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Field Code Changed

Uses shall not be from residential districts, such as HR-1 and HR-2.

All Structures must provide a means of storing refuse generated by the Structure's occupants. The refuse storage must be on-Site and accessible only from Main Street, for Structures on the west side of Main Street, or from either Main Street or Swede Alley, for Structures on the east side of Main Street. Non-Main Street Properties within the zone must provide service Access from the rear of the Structure. Refuse storage must be fully enclosed and properly ventilated.

Refuse shall be stored in containers made of durable metallic or plastic materials with a close-fitting lid. Refuse containers shall not be set out for collection earlier than 10:00 PM on the day prior to collection, and must be removed no later than 10:00 AM on the day of collection. Refuse containers set out for collection shall be placed on or directly in front of the Owner's Property, and shall not be placed in the street, sidewalk, or other public Right-of-Way in any manner that will interfere with vehicular or pedestrian traffic.

Except when set out for collection pursuant to this Section, refuse containers shall be placed in a location fully Screened from view from the public Rights-of-Way via Fencing and/or walls. Public trash receptacles set in the Right-of-Way by the City for Use by the public are exempt from this regulation.

All service and delivery for businesses on the west side of Main Street must be made within the HCB Zone, and shall not be made from the upper Park Avenue residential

districts (HR-1 and HR-2)

(Amended by Ord. No. 01-28; 06-69)

15-2.6-12. GOODS AND USES TO BE WITHIN ENCLOSED BUILDING.

(A) **OUTDOOR DISPLAY OF GOODS PROHIBITED.** Unless expressly allowed as an Allowed or Conditional Use, or allowed with an Administrative Permit, all goods including food, beverage and cigarette vending machines must be within a completely enclosed Structure. New construction of enclosures for the storage of goods shall not have windows and/or other fenestration, which exceeds a wall-to-window ratio of thirty percent (30%). This section does not preclude temporary sales in conjunction with a Master Festival License, sidewalk sale, or seasonal plant sale. See Section 15-2.6-12(B)(3) for outdoor display of bicycles, kayaks, and canoes.

Field Code Changed

Field Code Changed

(B) **OUTDOOR USES PROHIBITED/EXCEPTIONS.** The following outdoor Uses may be allowed by the Planning Department upon the issuance of an Administrative Conditional Use permit or an Administrative Permit as described herein. The Applicant must submit the required application, pay all applicable fees, and provide all required materials and plans. Appeals of departmental actions are heard by the Planning Commission.

(1) OUTDOOR DINING.

Outdoor dining requires an Administrative Conditional Use permit and is subject to the following criteria:

Field Code Changed

Outdoor storage and display of bicycles, kayaks, motorized scooters, and canoes requires an Administrative Permit and is subject to the following criteria:

(a) The Area of the proposed bicycle, kayak, motorized scooters, and canoe storage or display is on private Property and not in Areas of required parking or landscaped planting beds.

(b) Bicycles, kayaks, and canoes may be hung on Buildings if sufficient Site Area is not available, provided the display does not impact or alter the architectural integrity or character of the Structure.

(c) No more than a total of fifteen (15) pieces of equipment may be displayed.

(d) Outdoor display is only allowed during Business hours.

(e) Additional outdoor bicycle storage Areas may be considered for rental bicycles provided there are no or only minimal impacts on landscaped Areas, parking spaces, and pedestrian and emergency circulation.

(4) OUTDOOR EVENTS AND

MUSIC. Outdoor events and music require an Administrative Permit. The Use must also comply with Section 15-1-10, Conditional Use review. The Applicant must submit a Site plan and written description of the event, addressing the following:

(a) Notification of adjacent Property Owners.

(b) No violation of the City Noise Ordinance, Title 6.

(c) Impacts on adjacent Residential Uses.

(d) Proposed plans for music, lighting, structures, electrical signs, etc.

(e) Parking demand and impacts on neighboring Properties.

(f) Duration and hours of operation.

(g) Impacts on emergency Access and circulation.

(5) DISPLAY OF MERCHANDISE. Display of outdoor merchandise requires an Administrative Permit and is subject to the following criteria:

(a) The display is immediately available for purchase at the Business

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Field Code Changed

other than decorative balloons smaller than eighteen inches (18") in diameter are permitted. Balloon height may not exceed the finished floor elevation of the second floor of the Building.

(i) No additional signs are allowed. A sales tag, four square inches (4 sq. in.) or smaller may appear on each display item, as well as an informational plaque or associated artwork not to exceed twelve square inches (12 sq. in.). The proposed display shall be in compliance with the City Sign Code, Municipal Code Title 12, the City's Licensing Code, Municipal Code Title 4, and all other requisite City codes.

(Amended by Ord. Nos. 05-49; 06-69; 09-10)

15-2.6-13. CRITERIA FOR BED AND BREAKFAST INNS.

A Bed and Breakfast Inn is an Allowed Use subject to an Administrative Conditional Use Permit. No permit may be issued unless the following criteria are met:

(A) The Use is in a Historic Structure or addition thereto, or a Historically Compatible Structure.

(B) The Applicant will make every attempt to rehabilitate the Historic portion of the Structure.

(C) The Structure has at least two (2) rentable rooms. The maximum number of rooms will be determined by the Applicant's ability to mitigate neighborhood impacts.

(D) In Historic Structures, the size and configuration of the rooms are Compatible with the Historic character of the Building and neighborhood.

(E) The rooms are available for Nightly Rental only.

(F) An Owner/manager is living on-Site, or in Historic Structures there must be twenty-four (24) hour on-Site management and check-in.

(G) Food service is for the benefit of overnight guests only.

Field Code Changed

(H) No Kitchen is permitted within rental room(s).

(I) Parking on-Site is required at a rate of one (1) space per rentable room. The Planning Director may waive the parking requirement for Historic Structures if the Applicant proves that:

Field Code Changed

(1) no on-Site parking is possible without compromising the Historic Structure or Site, including removal of existing Significant Vegetation, and all alternatives for proximate parking have been explored and exhausted; and

Field Code Changed

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TITLE 15 - LAND MANAGEMENT CODE

CHAPTER 15 - DEFINED TERMS

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1.4 **ACCESSORY USE.** A land Use that is customarily incidental and subordinate to the to the primary Use located on the same Lot.

1.5 **ACTIVE BUILDING PERMIT.** Any Building Permit that has not expired.

1.6 **ADMINISTRATIVE PERMIT.** A permit issued by the Planning, Building, and Engineering Departments for specified Use upon proof of compliance with certain criteria.

1.7 **AFFORDABLE HOUSING.** Dwelling Units for rent or for sale in a price range affordable to families in the low to moderate income range.

1.8 **AGENT.** The Person with written authorization to represent an Owner.

1.9 **AGRICULTURE.** Use of land for primarily farming and related purposes such as pastures, farms, dairies, horticulture, animal husbandry, and crop production, but not the keeping or raising of domestic pets, nor any agricultural industry or business such as meat, fruit, or other food packing and/or processing plants, fur farms, livestock feeding operations, animal hospitals, or similar Uses.

1.10 **ALLOWED USE.** A Use that is permitted in a Zoning District without a Conditional Use permit, not including Non-Conforming Use.

1.11 **ALTERATION, BUILDING.** Any act or process that changes the Architectural Detail of a Building, including

but not limited to, the erection, construction, reconstruction, or removal of any Building.

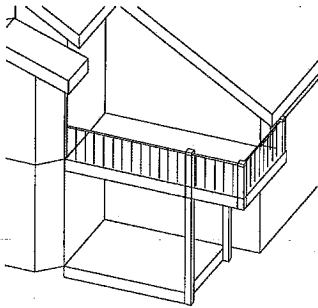
1.12 **ANCILLARY STRUCTURE.** One-Story, attached or detached Structure, 250 square feet in Area or smaller, that is subordinate to and located on the same Lot as the principal Use, does not include Dwelling Area, and is not intended for sleeping or cooking. Includes Structures such as sheds, green houses, play equipment, utility Buildings, and similar Structures that may or may not require a Building Permit.

1.13 **ANEMOMETERS AND ANEMOMETER TOWERS.** A temporary tower and housing or supporting wind measuring equipment for the purpose of establishing the viability of the wind generated energy by measuring and monitoring wind velocity, direction, shear, duration, intensity, and regularity.

1.14 **ANTENNA.** A transmitting or receiving device used in Telecommunications that radiates or captures radio, television, or similar communication signals.

(A) **Antenna, Drive Test.** A temporary Antenna which is used for field testing of Telecommunications signals and for possible locations for a permanent Antenna, but does not provide Telecommunications to customers.

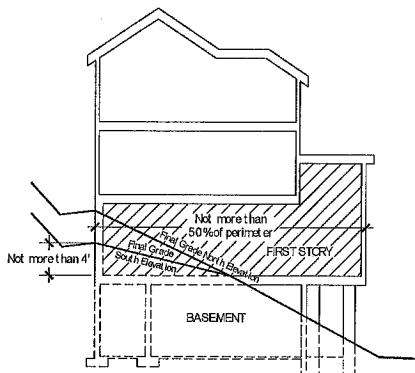
(B) **Antenna, Enclosed.** An Antenna or series of individual Antennas entirely enclosed inside a Structure, including but not limited to a cupola or wall of a Building or chimney.



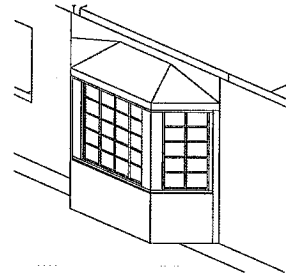
1.23 **BAR.** A Business that primarily sells alcoholic beverages for consumption on the premises; includes Private Clubs.

1.24 **BASE ZONING.** Existing zoning without the addition of the Transfer of Development Rights overlay zone.

1.25 **BASEMENT.** Any floor level below the First Story in a Building. Those floor levels in Buildings having only one floor level shall be classified as a Basement, unless that floor level qualifies as a First Story as defined herein. See First Story.



1.26 **BAY WINDOW.** A window or series of windows forming a recess or bay from a room and projecting outward from the wall. A Bay Window does not include a window directly supported by a foundation.



1.27 **BED AND BREAKFAST INN.** A Business, located in an Owner or on-Site manager occupied dwelling, in which up to ten (10) Bedrooms are rented nightly or weekly, and where one (1) or more meals are provided to the guests only, the price of which is usually included in the room rate. Bed and Breakfast Inns are considered a lodging Use where typical lodging services are provided, such as daily maid service.

1.28 **BEDROOM.** A separate room designed for or used as a sleeping room.

1.29 **BILLBOARD.** A separate room designed for or used as a sleeping room.

1.30 **BLANK WALL.** A wall of a Building faced with a single material of uniform texture and color on a single plan with less than thirty percent (30%) of the surface of the wall as openings or windows.

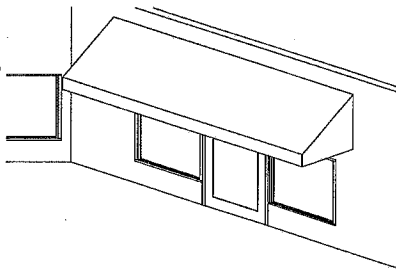
1.31 **BLOCK.** A tract of land bounded by Streets, or by a combination of Streets and public parks, cemeteries, railroad Rights-of-Way, shore lines of water ways, or City boundary lines, as shown on an official plat.

1.32 **BOARDING HOUSE.** A Business, within a dwelling with two (2) or more

the rendering of personal services for others for consideration by Persons engaged in any profession trade, craft, occupation, or other calling.

1.39 **CAFE**. A Business that primarily sells beverages for on-Site consumption. May serve food prepared off-premises but does not have International Building Code (IBC) Commercial Kitchen facilities and generally does not employ hostesses, wait staff, bus staff, chefs, or other employees typically associated with a restaurant.

1.40 **CANOPY**. A roof or awning constructed of fabric or other material and extending outward from a Building to provide a protective shield for doors, windows, or other openings with supports extended to the ground directly under the Canopy or cantilevered from the Building.



1.41 **CAPITAL IMPROVEMENTS PROGRAM**. A proposed schedule and description of all proposed public works, listed in order of construction priority, together with cost estimates and the anticipated means of financing each project.

1.42 **CERTIFICATE OF APPROPRIATENESS**. A certificate issued by the Building Department in cases of immediate public hazard, the Planning

Department in cases of architectural insignificance, or the Historic Preservation Board in all other cases, indicating approval of plans for Alteration, construction, removal, or Demolition of a Landmark or Building having architectural Significance.

1.43 **CERTIFICATE OF ECONOMIC HARDSHIP**. A certificate issued by the Historic Preservation Board authorizing an Alteration, construction, removal, or Demolition of a Historic Landmark, or Building having architectural Significance, even though a Certificate of Appropriateness has previously been denied.

1.44 **CERTIFICATE OF OCCUPANCY**. A certificate issued by the Chief Building Official authorizing occupancy of a dwelling, Business, or any other Structure requiring a Building Permit.

1.45 **CHILD CARE**. The provision, day or night, of supplemental parental care, instruction and supervision for a non-related child or children, on a regular basis, and for less than 24 hours a day.

The term does not include babysitting services on a casual, non-recurring nature or in the child's own home nor cooperative, reciprocate Child Care by a group of parents in their respective domiciles.

(A) **Child Care, In-Home Babysitting**. The provision of Child Care for four (4) or fewer children within a dwelling and within commercial Buildings outside of residential Zoning Districts.

(B) **Child Care, Family**. The provision

(3) a non-entity membership in a non-profit corporation, non-incorporated association, or other entity;

(4) beneficial interest in a trust;

(5) other arrangement providing for such Use and occupancy rights.

(D) Club, Private Residence

Conversion. The conversion of Condominium Units and associated Common Areas within an existing Condominium project to the exclusive Use as Private Residence Club.

(E) Club, Private Residence Off-Site.

Any Use organized for the exclusive benefit, support of, or linked to or associated with, or in any way offers exclusive hospitality services and/or concierge support to any defined Owner's association, timeshare membership, residential club, or real estate project. Hospitality includes, but is not limited to, any of the following services: real estate, restaurant, bar, gaming, locker rooms, storage, salon, personal improvement, Office.

(F) Club, Private Residence Project.

Any Condominium Property that is subject to a Private Residence Club deed, interest, trust, or other arrangement for providing for Use and Ownership as a Private Residence Club, and contains at least four (4) units.

1.50 **CLUSTER DEVELOPMENT.** A design that concentrates Buildings in specific Areas on a Site to allow the remaining land to be used for recreation,

Open Space, and preservation of environmentally sensitive Areas.

1.51 **CODE.** The Land Management Code (LMC).

1.52 **COLLECTOR ROAD.** A road intended to move traffic from local roads to major thoroughways. A Collector Road generally serves a neighborhood or a large Subdivision.

1.53 **CO-LOCATION.** The location of Telecommunications Facility on an existing Structure, tower, or Building, in such a manner that precludes the need for that Telecommunications Facility to be located on a free-standing Structure of its own.

1.54 **COMMERCIAL USE.** Retail Business, service establishments, professional offices, and other enterprises that include commerce and/or trade and the buying and selling of goods and services.

(A) Commercial Use, Support. A Commercial Use oriented toward the internal circulation of a Development, for the purpose of serving the needs of the residents or users of that Development, and not Persons drawn from Off-Site.

(B) Commercial Use, Resort Support. A Commercial Use that is clearly incidental to, and customarily found in connection with, the principal resort Use, and which is operated and maintained for the benefit or convenience of the Owner, occupants, employees, customers of, or visitors to, the principal Use.

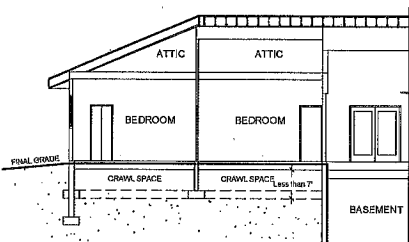
location and design of the Development.

1.66 **CONTRIBUTING BUILDING, STRUCTURE, SITE/AREA OR OBJECT.** A Building, Structure, Site, Area, of Object that reflects the Historical or architectural character of the district as designated by the Historic Preservation Board.

1.67 **COUNCIL.** Members of the City Council of Park City.

1.68 **COVER, SITE.** The Area covered by an Impervious Surface such as a Structure, deck, pool, patio, walk, or driveway.

1.69 **CRAWL SPACE.** An uninhabitable Area with no exterior windows or doors and less than seven vertical feet (7') measured from the base of the footings to the floor framing above.



1.70 **CREST OF HILL.** The highest point on a hill or Slope as measured continuously throughout the Property. Any given Property may have more than one (1) Crest of Hill.

1.71 **CUL-DE-SAC.** A local Street with only one outlet and an Area for the safe and convenient reversal of traffic.

1.72 **DELI OR DELICATESSEN.** A Business which primarily sells prepared foods and drinks for consumption on or off the premises, but does not have International Building Code (IBC) Commercial Kitchen facilities and does not employ hostesses, wait staff, bus staff, or other employees typically associated with a Restaurant.

1.73 **DEMOLISH OR DEMOLITION.** Any act or process that destroys in part or in whole a Building or Structure. Excludes Building(s) and/or Structure(s) undergoing relocation and/or reorientation pursuant to Section 15-11-13 of this Code, disassembly pursuant to Section 15-11-14 of this Code, or Reconstruction pursuant to Section 15-11-15 of this Code.

1.74 **DENSITY.** The intensity or number of non-residential and Residential Uses expressed in terms of Unit Equivalents per acre or Lot or units per acre. Density is a function of both number and type of Dwelling Units and/or non-residential units and the land Area.

1.75 **DESIGN GUIDELINE.** A standard of appropriate activity that will preserve the Historic and architectural character of a Landmark, Building, Area, or Object.

1.76 **DETACHED.** Completely separate and disconnected. Not sharing walls, roofs, foundations, or other structural elements.

1.77 **DEVELOPABLE LAND.** That portion of a Master Planned Development or Cluster Development within the Sensitive Lands Overlay that is designated for

1.88 **DWELLING UNIT**. A Building or portion thereof designed for Use as the residence or sleeping place of one (1) or more Persons or families and includes a Kitchen, but does not include a Hotel, Motel, Lodge, Nursing Home, or Lockout Unit.

1.89 **ECONOMIC HARDSHIP, SUBSTANTIAL**. Denial of all reasonable economic Use of the Property.

1.90 **ELDER CARE**. A long-term care residential facility for elderly Persons, adults sixty (60) years of age or older, who because of physical, economic, social, or emotional problems cannot function normally on an independent basis. The term does not include a health care facility.

1.91 **ELEVATOR PENTHOUSE**. The minimum Structure required to enclose the top most mechanical workings of an elevator.

1.92 **EQUIPMENT SHELTER**. See Telecommunications Facilities, Equipment Shelter 1.231(B).

1.93 **ESCROW**. A deposit of cash or approved alternate in lieu of cash with a third party held to ensure a performance, maintenance, or other Guarantee.

1.94 **ESSENTIAL HISTORICAL FORM**. The physical characteristics of a Structure that make it identifiable as existing in or relating to an important era in the past.

1.95 **EXTERIOR ARCHITECTURAL APPEARANCE**. The architectural

character and general composition of the exterior of a Building or Structure, including but not limited to the kind, color, and texture of the Building material and the type, design, and character of all windows, doors, light fixtures, signs, and appurtenant features.

1.96 **FACADE**.

(A) **Facade, Building**. The exterior of a Building located above ground and generally visible from public points of view.

(B) **Facade, Front**. That portion of a Building that generally faces the street and/or Front Lot Line.

1.97 **FACADE EASEMENT**. A recordable instrument, in a form approved by the City Attorney, which restricts the Owner's ability to alter the Building Facade.

1.98 **FACADE SHIFT**. A change or break in the horizontal or vertical plane of the exterior of a Building.

1.99 **FENCE**. A Structure to separate or divide outdoor Areas. The term Fence includes, but is not limited to, net Screening for golf balls, and masonry walls. A Fence need not be sight obscuring or light tight.

1.100 **FILTERED LIGHT FIXTURE**. Any outdoor light fixture that has a refractive light source. Quartz or clear glass do not refract light.

1.101 **FINAL ACTION**. The later of the final vote or written decision on a matter.

surface.

(B) **Foot Candle, Horizontal (hfc).** A unit of illumination produced on a horizontal surface, all points of which are one foot (1') from a uniform point source of one (1) candle.

(C) **Foot Candle, Vertical (vfc).** A unit of illumination produced on a vertical surface, all points of which are one foot (1') from a uniform point source of one (1) candle.

1.108 **FRONTAGE.** That portion of a Lot abutting a public or private Right-of-Way and ordinarily regarded as the front of the Lot.

1.109 **FULLY SHIELDED.** Luminaires that are constructed so that no light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

1.110 **GARAGE.**

(A) **Garage, Commercial.** A Building, or portion thereof, used for the storage or parking of motor vehicles for consideration.

(B) **Garage, Front Facing.** Garages that face or are generally parallel to the Street frontage.

(C) **Garage, Private.** An Accessory Building, or a portion of the Main Building, used for the storage of motor vehicles for the tenants or occupants of the Main Building and not by the general public.

(D) **Garage, Public.** A Building or a

portion thereof, used for servicing, repairing, equipping, hiring, selling or storing motor-driven vehicles, that is open to the general public.

1.111 **GEOLOGIC HAZARD.** A hazard inherent in the crust of the earth, or artificially created, which is dangerous or potentially dangerous to life, Property or improvements, due to the movement, subsidence, or shifting of the earth. The term includes but is not limited to unstable Slopes, faulting landslides, and rock fall.

1.112 **GOOD CAUSE.** Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.

1.113 **GOVERNING BODY.** The City Council of Park City.

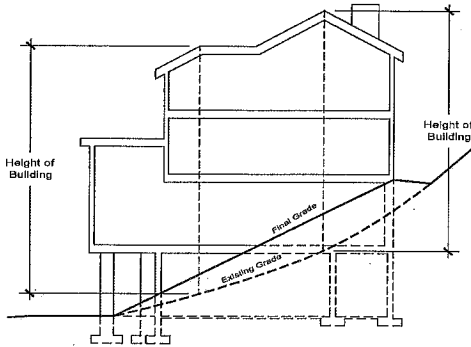
1.114 **GRADE.** The ground surface elevation of a Site or Parcel of land.

(A) **Grade, Existing.** The Grade of a Property prior to any proposed Development or Construction Activity.

(B) **Grade, Natural.** The Grade of the surface of the land prior to any Development Activity or any other man-made disturbance

1.122 **HARD-SURFACED.** Covered with concrete, brick, asphalt, or other Impervious Surface.

1.123 **HEIGHT, BUILDING.** The vertical distance under any roof or roof element to Existing Grade. See LMC Chapter 15-2, Zoning Districts, for various exceptions within the different Zoning Districts.



1.124 **HELIPAD.** A facility without the logistical support provided by a Heliport where helicopters take off and land. Helipads do not include facilities for maintenance, repair, fueling, or storage of helicopters.

1.125 **HELIPORT.** Any landing Area used for the landing and taking off of helicopters, including all necessary passenger and cargo facilities, fueling, and emergency service facilities.

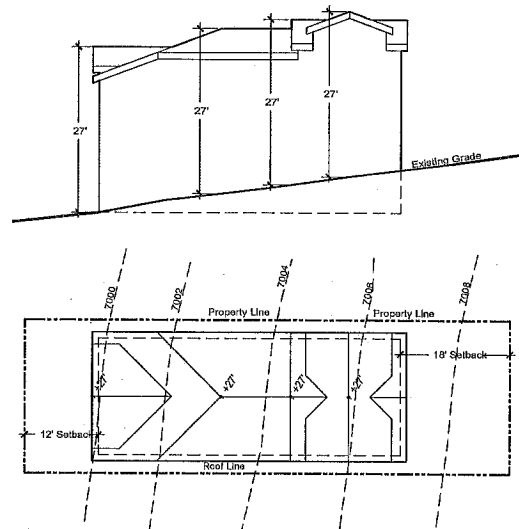
1.126 **HELISTOP.** Any landing Area used for the taking off or landing of private helicopters for the purpose of picking up and discharging passengers or cargo. This facility is not open to use by any helicopter without prior permission having been

obtained.

1.127 **HISTORIC.** That which has interest or value to the heritage, background and/or cultural character of Park City and its environs.

1.128 **HISTORIC BUILDING, STRUCTURE, SITE OR OBJECT.** Any Building, Structure, Site and/or object, as designated by the Historic Preservation Board to demonstrate Historic Significance as set forth in LMC Chapter 15-11.

1.129 **HISTORIC DISTRICT.** A geographically definable Area possessing a significant concentration, linkage, or continuity of Buildings, Structures, Sites or objects united by past events, plan or physical Development. A Historic District may comprise an individual Site or individual elements separated geographically but linked by association, plan, design, or history.



Historic District Building Height

out-patient medical or surgical care and related services without overnight stay.

1.134 **HOTEL/MOTEL**. A Building containing sleeping rooms for the occupancy of guests for compensation on a nightly basis that includes accessory facilities such as restaurants, bars, spas, meeting rooms, on-site check-in lobbies, recreation facilities, group dining facilities, and/or other facilities and activities customarily associated with Hotels, such as concierge services, shuttle services, room service, and daily maid service. Hotel/Motel does not include Nightly Rental Condominium projects without restaurants, bars, spas, and on-site check-in lobbies. Lockout Units or Bed and Breakfast Inns and Boarding Houses are not Hotels. Hotels are considered a lodging Use and ownership of units may be by a condominium or timeshare instrument Hotel rooms may include a Lockout as part of the Unit.

(A) **Hotel, Major.** A Hotel with more than fifteen (15) Hotel Rooms.

(B) **Hotel, Minor.** A Hotel, Motel, with fewer than sixteen (16) Hotel Rooms.

1.135 **HOTEL ROOM**. A Unit consisting of one (1) room, without a Kitchen, intended for temporary living and sleeping purposes and including a separate, exclusive bathroom.

1.136 **HOTEL SUITE**. Two (2) or more interconnected Hotel Rooms with a single corridor or exterior Access. May include a Kitchenette. See Bed and Breakfast Inn, Lockout Unit, and Boarding House.

1.137 **IMPACT ANALYSIS**. A determination of the potential effects(s), environmental, fiscal, social, etc., upon the community of a proposed Development.

1.138 **IMPERVIOUS SURFACE**. Any hard-surfaced, man-made area that does not readily absorb or retain water, including but not limited to building roofs, parking and driveway areas, sidewalks, patios, and paved recreation areas.

1.139 **INACTION**. An Application is Inactive and subject to denial on the basis of Inactivity if, through the act or omission of the Applicant and not the City:

(A) more than six (6) months has passed since a request for additional information was made by the Department staff without response from the Applicant;

(B) upon notice the Applicant is more than sixty (60) days in default of the payment of any fee assessed by ordinance, or has not paid the fee under protest;

(C) the Applicant has stated an intent to abandon the project;

(D) the Application appears to have been filed in bad faith for the purpose of attempting to vest rights prior to a zoning change, without actual intent to construct the project applied for.

1.140 **INCIDENTAL RETAIL SALES**. The sale of common items associated with a Home Occupation and not produced on the premises that might be sold along with a

Source that controls the Vertical and Horizontal Foot Candles and eliminates glare.

1.150 LIMITS OF DISTURBANCE.

The designated Area in which all Construction Activity must be contained.

1.151 LOCKOUT UNIT. An Area of a dwelling with separate exterior Access and toilet facilities, but no Kitchen.

1.152 LOT. A unit of land described in a recorded Subdivision Plat.

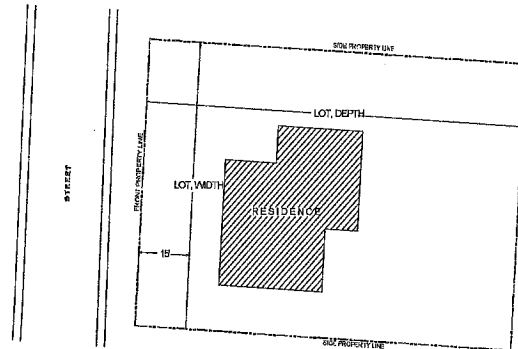
(A) **Lot, Corner.** A Lot situated at the intersection of two (2) Streets, the interior angle of such intersection not exceeding 135 degrees (135°).

1.153 LOT DEPTH. The minimum distance measured from the Front Property Line to the Rear Property Line of the same Lot.

1.154 LOT LINE. Any line defining the boundaries of a Lot.

1.155 LOT LINE ADJUSTMENT. The relocation of the Property Line between two (2) adjoining Lots.

1.156 LOT WIDTH. The minimum distance between the Side Lot Lines at the Front Yard or Front Building Façade. See the following illustration:



1.157 LUMEN. A measurement of light output or the amount of light emitting from a Luminaire.

1.158 LUMINAIRE. A complete lighting unit consisting of a light source and all necessary mechanical, electrical, and decorative parts.

(A) **Luminaire, Cutoff-Type.** A Luminaire with shields, reflectors, refractors, or other such elements that direct and cut-off emitted light at an angle less than ninety degrees (90°).

(B) **Luminaire, Fully Shielded.** Luminaires that are constructed so that no light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

(C) **Luminaire, Partially Shielded.** Luminaires that are constructed so that no more than ten percent (10%) of the light rays are emitted at angles above the horizontal plane, as certified by a photometric test report.

1.159 MASTER FESTIVAL. Any event

(A) legally existed before its current zoning designation;

(B) has been maintained continuously since the time the zoning regulation governing the land changed; and

(C) because of subsequent zoning changes, does not conform to the zoning regulations that now govern the land.

1.168 **NOTEWORTHY**. Deserving notice or attention because of uniqueness, excellence, or Significance.

1.169 **NURSERY, GREENHOUSE**. A Business where young plants are raised for experimental horticultural purposes, for transplanting, or for sale.

1.170 **NURSING HOME**. A Business described also as a “rest home”, or “convalescent home”, other than a Hospital in which Persons are generally lodged long-term and furnished with care rather than diagnoses or treatment. Also see Group Care Facility.

1.171 **OFF-SITE**. Any premises not located within the Property to be Developed or Subdivided, whether or not in the same ownership of the Applicant for Development or Subdivision approval.

1.172 **OFF-STREET**. Entirely outside of any City Right-of-Way, Street, Access easement, or any private Access drive, or Street required by this Title.

1.173 **OFFICE**.

(A) **Office, General**. A Building offering executive, administrative, professional, or clerical services, or portion of a Building wherein services are performed involving predominately operations with limited client visits and limited traffic generated by employees and/or clients.

(B) **Office, Intensive**. Businesses offering executive, administrative, professional or clerical services which are performed with a high level of client interaction and traffic generated by employees and/or clients; and/or the intensity of employees if five (5) or more employees per 1000 sq. ft. of net leasable office space. These Uses include real estate, telemarketing, and other similar Uses.

(C) **Office, Medical**. A Business wherein services are performed for the diagnosis and treatment of human and animal patients, with a moderate to high level of client interaction and traffic generated by employees and/or clients. A Medical Office includes Veterinarian clinics. A Medical Office does not include an overnight care facility for humans, but would allow overnight care for small animals associated with a Veterinarian clinic, but does not include pet boarding Uses for non-medical related reasons.

(D) **Office, Moderately Intensive**. A Business offering executive, administration, professional, or clerical services which are performed with a moderate level of client interaction and traffic generated by employee and/or clients.

condition prior to such deterioration, decay, or damage.

1.180 OUTDOOR USE OR EVENT.

Any land Use, Business or activity that is not conducted entirely within an enclosed Building or Structure, not including outdoor recreation activities and those Uses customarily associated with indoor Uses, such as parking, drive-up windows, ATM's, gas pumps, playgrounds, and such. Outdoor Uses include outdoor dining; outdoor food and beverage service stations and carts; outdoor storage and display of bicycles, kayaks, and canoes; and outdoor events and music.

1.181 OWNER. Any Person, or group of Persons, having record title to a Property, and the Owner's Agent.

1.182 PARCEL. An unplatted unit of land described by metes and bounds and designated by the County Recorder's Office with a unique tax identification number.

1.183 PARKING.

(A) **Parking, Public.** A Parking Area or parking facility to be used by the public for fee or otherwise.

(B) **Parking, Residential.** A Parking Area or Structure used exclusively for residential, non-commercial Uses.

(C) **Parking, Shared.** The Development and Use of Parking Areas on two (2) or more separate Properties for joint Use by the businesses or residents on those Properties.

1.184 PARKING AREA. An unenclosed Area or Lot other than a Street used or designed for parking.

1.185 PARKING LOT, COMMERCIAL. A Parking Lot in which motor vehicles are parked for compensation or for Commercial Uses.

1.186 PARKING SPACE. An Area maintained for parking or storing an automobile or other vehicle, which is Graded for proper drainage and is Hard-Surfaced or Porous Paved.

1.187 PARKING STRUCTURE. A fully enclosed Structure designed and intended for parking.

1.188 PASSENGER TRAMWAY. A mechanical device to transport passengers and cargo by means of chairs or enclosed compartments attached to a cable or to rails, including each of the devices described in Section 72-11-102 of the Utah Code Annotated, as amended. Includes ski tows and ski lifts.

1.189 PERIOD OF HISTORIC SIGNIFICANCE. A specific period of time that provides a context for Historic Sites based on a shared theme.

1.190 PERSON. An individual, corporation, partnership, or incorporated association of individuals such as a club.

1.191 PET SERVICES

(A) **Household Pets-**Household pets include dogs, cats, rabbits, birds,

An easement that includes, as minimum stipulations, a conveyance of design approval for exterior changes, and a program whereby the Owner commits to restore and maintain a Structure following the Secretary of Interior's Standards for rehabilitation, in a form approved by the City. A time frame for completion of the restoration program may be specified in the easement agreement.

1.198 PRIVATE EVENT. An event, gathering, party or activity that is closed to the general public or that requires and invitation and/or fee to attend.

1.199 PRIVATE EVENT FACILITY. A facility where the primary Use is for staging, conducting, and holding Private Events.

1.200 PRIVATE PLAZA. Private Property in excess of seven hundred and fifty (750) square feet that serves as common area to adjoining Commercial Development and is free of Structures and is hard surfaced and/or landscaped. Private Plazas generally provide an Area for pedestrian circulation, common amenities, and act as a gathering space for private or public purposes.

(Note- will need to change all numbering)

1.198 PROPERTY. Any Parcel, Lot, or tract of land, including improvements thereon, in the possession of or owned by, or recorded as the real Property of, the same Person or Persons.

(A) **Property, Storefront.** A separately enclosed space, Floor Area, tenant space or unit that has a storefront window or

storefront entrance that fronts on a Public Street. Storefront Property includes the entire Floor Area associated with the storefront window or storefront entrance that fronts on the Public Street. For purposes of this provision, the term "fronts on a Public Street" shall mean a separately enclosed space, Floor Area, tenant space or unit with:

(1) A storefront window and/or storefront entrance at the adjacent Public Street, or within fifty lateral/horizontal feet (50') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance, back, inside building edge, of the public sidewalk; and

(2) A storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.

In the case of split-level, multi-level or multi-tenant Buildings with only one primary storefront entrance, only those fully enclosed spaces, Floor Areas, tenant spaces, or units that directly front on the Public Street, as set forth above, shall be designated as to be a "Storefront Property." The Planning Director or their designee shall have the final determination of applicability.

1.199 PROPERTY LINE. The boundary line of a Parcel or Lot.

(A) **Property Line, Front.** That part of

(C) **Recreation Facilities, Public.**

Recreation facilities operated by a public agency and open to the general public with or without a fee.

1.210 **RECYCLING FACILITY.** A building, structure or land area used for the collection, processing or transfer of recyclable materials such as glass, paper, plastic, cans, or other household scrap materials.

(A) **Recycling Facility, Class I.**

Recycling containers totaling up to 60 cubic yards of capacity per residential lot or business used for the collection and temporary storage of recyclable materials such as glass, plastic, aluminum, mixed metals, fiber, and cardboard. These facilities are generally, but not limited to the use by a specific residential neighborhood, civic facility, or commercial business park, and can be for the use of the entire community.

1.211 **REFRACTIVE LIGHT SOURCE.** A light source that controls the Vertical and Horizontal Foot Candles and eliminates glare.

1.212 **REGULATED USE.** A Use that is allowed, subject to certain regulations and restrictions as prescribed in this Code.

1.213 **REHABILITATION.** The act or process of making possible a compatible Use for a Property through repair, alterations, and additions while preserving those portions or features which convey its Historical, cultural, or architectural values.

1.214 **RESIDENTIAL USE.** Uses and project that consist primarily of activities

that are residential in nature that may include other support Uses, such as support commercial, but where the primary Use is for human habitation and associated activities. Residential Use includes occupancy of a dwelling as living quarters and all associated Uses, but not including temporary Structures such as tents, railroad cars, trailers, or similar units.

1.215 **RESORT SUPPORT**

COMMERCIAL. Use that is clearly incidental to, and customarily found in connection with, the principal Building or Use, and that is operated and maintained for the benefit and convenience of the Owners, occupants, employees, customers, or visitors to the principal Use or Building.

1.216 **RESTAURANT.** A Business in which food is prepared and sold for consumption.

(A) **Restaurant, Drive-Through.** A Restaurant, Deli, Café, fast food Restaurant, or other similar Business that includes a window or similar feature which allows food to be ordered and taken from the premises for consumption elsewhere, without leaving a vehicle.

1.217 **RESTORATION.** The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of removal of features from other periods in its history and Reconstruction of missing features from the restoration period.

1.218 **RESUBDIVISION.** A change in a map of an approved or recorded Subdivision

1.225 ROAD RIGHT-OF-WAY

WIDTH. The distance between Property Lines measured at right angles to the center line of the Street.

1.226 SALT LAKE CITY 2002 WINTER OLYMPIC GAMES' OLYMPIC LEGACY DISPLAYS.

Official exhibits from the Salt Lake City 2002 Winter Olympic Games created and/or provided by the Salt Lake Organizing Committee (SLOC) as part of the SLOC/Park City Municipal Corporation Olympic Services agreement and/or Olympic Master Festival License and approved by the City Council for installation on City Property, public Rights-of-Way and/or within the Areas that were Olympic venue Sites during the 2002 Winter Olympic Games at Park City Mountain Resort and Deer Valley Resort, or replacement exhibits that expressly commemorate the Salt lake City 2002 Olympic Winter Games. Olympic Legacy Displays may include the following additional information:

(A) Park City Municipal Corporation or Venue name and/or logo provided said information does not exceed twenty percent (20%) of the display area; and/or

(B) Master Festival Event identification provided said information does not exceed twenty percent (20%) of the display area, and is not displayed for more than two (2) weeks unless otherwise approved as part of the Master Festival License.

1.227 SATELLITE RECEIVING

STATION. Any apparatus or device designed for the purpose of transmitting

and/or receiving radio, television, satellite microwave, or other electromagnetic energy signals between terrestrially and/or orbitally based Uses. This definition includes but is limited to what are commonly referred to as satellite earth stations, satellite microwave Antennas, TVRO's or dish Antennas. This definition does not include conventional television Antennae.

1.228 SBWRD. Snyderville Basin Water Reclamation District.

1.229 SCREEN OR SCREENED. The act, process, or result of visually and/or audibly shielding or obscuring a Structure or Use from adjacent Property by Fencing, walls, berms, densely planted vegetation or other landscaping features.

1.230 SECONDARY LIVING

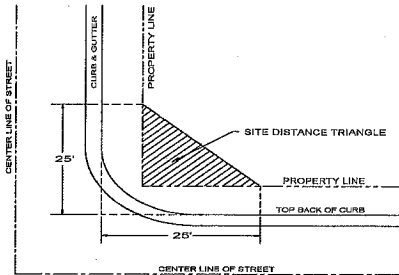
QUARTERS. An Area within a main dwelling which is used by the Property Owner or primary tenant as a dwelling for the private Use of the Property Owner's relatives, domestic help, caretakers, nursing staff, house guest, or similar user.

1.231 SENDING SITE. A Parcel of real property denoted as a sending site in the Transfer of Development Rights Overlay Zone, as shown on the Park City zoning map. A Sending Site is the Site from which Development Credits may be Transferred.

1.232 SENSITIVE LAND. Land designated as such by a Sensitive Lands Analysis and as reflected on the Official Zoning Map.

1.233 SENSITIVE LANDS ANALYSIS.

triangular Area at the intersection of two Streets formed by the Streets at Property Line and a line connecting them at points twenty-five feet (25') from the intersection of the Street lines.

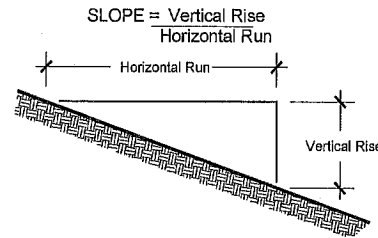


1.245 SITE SUITABILITY ANALYSIS.

A comprehensive analysis of a Property or Site used in making a determination of appropriate Density considering such factors as Sensitive Lands, existing and proposed utilities and transportation systems, and other community objectives as stated in the General Plan.

1.246 SKETCH PLAT. A Sketch preparatory to the Preliminary Plat, or Subdivision Plat in the case of Minor Subdivisions, to enable the Owner to save time and expense in reaching general agreement with the Planning Commission as to the form of the plat.

1.247 SLOPE. The level of inclination of land from the horizontal plane determined by dividing the horizontal run or distance of the land into the vertical rise or distance of the same land and converting the resulting figure in a percentage value.



(A) **Slope, Steep.** Slope greater than fifteen percent (15%).

(B) **Slope, Very Steep.** Slope greater than forty percent (40%).

1.248 SPACING. Distance between the closer edges of adjoining driveways or driveways and Right-of-Way lines of intersecting Streets.

1.249 SPECIAL EVENT. Any event, public or private, with either public or private venues, requiring City licensing beyond the scope of normal Business and/or liquor regulations, as defined by this Code, or creates public impacts through any of the following:

- (A) The use of City personnel;
- (B) Impacts via disturbance to adjacent residents;
- (C) Traffic/parking;
- (D) Disruption of the normal routine of the community or affected neighborhood; or
- (E) Necessitates Special Event temporary beer or liquor licensing in conjunction with the public impacts, neighborhood block parties or other events

an impervious material on or above the ground; definition includes "Building".

1-2571.258 STUDIO APARTMENT. A Dwelling Unit consisting of a single room equipped for cooking, living, and sleeping, having a separate bathroom or Kitchen for the exclusive Use of the dwelling, and a Floor Area of not more than one thousand square feet (1,000 sq. ft.).

1-2581.259 SUBDIVISION. Any land, vacant or improved, which is divided or proposed to be divided or combined into one (1) or more Lots, Parcels, Site, Units, plots, or interests for the purpose of offer, sale, lease, or Development, either on the installment plan or upon any all other plans, terms, and conditions, including Resubdivision. Subdivision includes the division or Development of residential and nonresidential zoned land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat, or other recorded instrument. Subdivision includes the creation of a single lot of record from a Lot, Parcel, Site, Unit, plot, or other division of land.

(A) **Subdivision, Major.** All Subdivisions of four (4) or more Lots, or any size Subdivision requiring any new Street or extension of municipal facilities, or the creation of any Public Improvements.

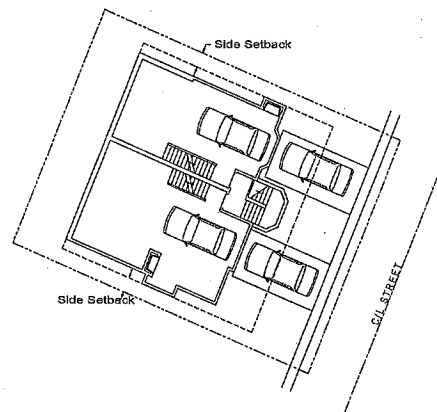
(B) **Subdivision, Minor.** Any Subdivision containing not more than three (3) Lots fronting on an existing Street, not involving any new Street, or the extension of municipal facilities, or the creation of any Public Improvements, and not adversely

affecting the remainder of the Parcel or adjoining Property, and not in conflict with any provision or portion of the General Plan, Official Zoning Map, Streets Master Plan, or these regulations.

1-2591.260 SUBDIVISION PLAT. The final map or drawing, on which the Applicant's plan of Subdivision is presented to the City Council for approval and which, if approved, may be submitted to the Summit County Recorder for filing.

1-2601.261 SUITABILITY DETERMINATION. A determination by the Planning Director whether Development at increased Densities due to a Density Transfer from a Sensitive Area is Compatible with Development on surrounding or adjacent Property.

1-2611.262 TANDEM PARKING. A parking design which allows parking one (1) vehicle behind another. Such parking may not include more than two (2) cars in depth, and may not require occupants of separate Dwelling Units to park behind one another.



**1.2691.270 TIMESHARE OFF-
PREMISES CONTACTING ACTIVITY.**

Activity occurring outside of a Timeshare Project that is engaged in by off-premises timeshare contacting personnel in an effort to induce Persons to attend a Timeshare Sales Presentation. Off-Premises Timeshare Contacting Activity must be confined to a fully enclosed Building.

**1.2701.271 TIMESHARE OFF-
PREMISES SALES ACTIVITY.** Original timeshare sales and resale activity occurring outside of a Timeshare Project. Off-Premises Timeshare Sales shall be confined to a fully enclosed Building and is subject to business license regulation.

**1.2711.272 TIMESHARE OFF-
PREMISES SALES OFFICE.** An office outside of a Timeshare Project, wherein Timeshare Sales Presentations are made and other marketing related activities are conducted in an effort to generate Timeshare Interval sales or resales.

**1.2721.273 TIMESHARE ON-SITE
SALES ACTIVITY.** Timeshare sales activity occurring within a Timeshare Project.

**1.2731.274 TIMESHARE ON-SITE
SALES OFFICE.** An office located within a Timeshare Project wherein Timeshare Sales Presentations are made and other marketing related activities are conducted in an effort to generate Timeshare Interval sales.

1.2741.275 TIMESHARE PROJECT.

Any Property that is subject to a Timeshare Instrument, including a Timeshare Conversion.

**1.2751.276 TIMESHARE SALES
PRESENTATION.**

(A) An offer to sell or reserve a Timeshare Interval;

(B) An offer to sell an option to purchase a Timeshare Interval;

(C) The sale of a Timeshare Interval, or an option to purchase a Timeshare Interval; or

(D) The reservation of a Timeshare Interval, whether the Timeshare Interval is located within or without the State of Utah.

1.2761.277 TIMESHARE UNIT. That unit of Property and time where possession and Use are allowed under a contract from seller to purchaser, excluding Private Residence Club units.

1.2771.278 TIMESHARE USE. Any contractual right of exclusive occupancy created by a Timeshare Instrument which does not fall within the definition of "Timeshare Estate", including, without limitation, a vacation license, general partnership interest, limited partnership interest, vacation bond, or beneficial interest in a trust, and the documents by which the right of exclusive occupancy is transferred, excluding Private Residence Club Use.

1.2781.279 TRANSFER. Any action which results in the sale, exchange, or joint

based upon the amount of vegetative cover, including coniferous or deciduous trees, gamble oak or high shrub, and mixed forest, and steepness.

1.2891.290 WIND ENERGY SYSTEM,

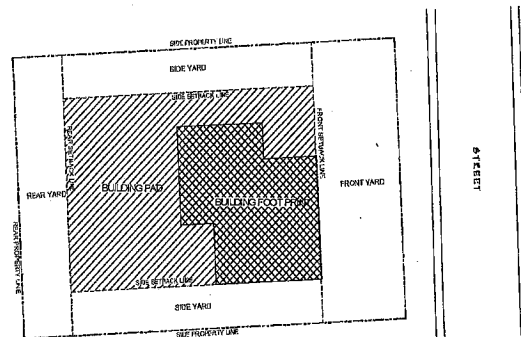
SMALL. All equipment, machinery, and Structures utilized in connection with the conversion of wind to electricity. This includes, but is not limited to, storage, electrical collection and supply equipment, transformers, service and Access roads, and one (1) or more wind turbines, which has a rated nameplate capacity of 100kW or less.

1.2901.291 YARD.

(A) **Yard, Front.** The Area between the front of the closest Building and the Front Lot Line or closer Right-of-Way, extending the full width of the Lot. The “depth” of the Front Yard is the minimum distance between the Front Lot Line and the front line of the closest Structure.

(B) **Yard, Rear.** The Area between the rear line of the closest Building and the Rear Lot Line, or closer Right-of-Way, and extending the full width of the Lot. The “depth” of the Rear Yard is the minimum distance between the Rear Lot Line and the rear line of the closest Structure.

(C) **Yard, Side.** The Area between the side line of the Building and the Side Lot Line and extending from the Front Yard to the Rear Yard. The “width” of the Side Yard shall be the minimum distance between the Side Lot Line and the side line of the closest Structure. See the following illustration:



1.2921.293 ZONING DISTRICT. An Area identified on the Official Zoning Map to which a uniform set of regulations applies as set forth herein, which districts are co-terminus with, and which are designed to implement the Park City General Plan.

1.2931.294 ZONING MAP, OFFICIAL. The map adopted by the City Council depicting the geographic scope of the City’s land Use designations.

1.2941.295 XERISCAPE. A landscaping method developed especially for arid and semiarid climates utilizing water – conserving techniques (such as the use of drought-tolerant plants, mulch, and efficient irrigation).

(Amended by Ord. Nos. 02-07; Ord. No. 02-38; 04-39; 05-01; 06-86; 07-25; 07-55; 08-07; 09-05; 09-09; 09-10; 09-14; 09-23; 09-40; 11-05; 11-12; 12-37)

15-15-2. LIST OF DEFINED TERMS.

-A-

Common Area
Common Ownership
Compatible or Compatibility
Conditional Use
Condominium
Conservation Activity
Conservation Easement
Constitutional Taking
Construction Activity
Construction Mitigation Plan
Construction Plan
Contributing Building, Structure, Site/Area
or Object
Council
Cover, Site
Crawl Space
Crest of Hill
Cul-de-sac

-D-

Deli or Delicatessen
Demolish or Demolition
Density
Design Guideline
Detached
Developable Land
Developer
Development
Development Agreement
Development Approval Application
Development Credit
Development Credit Certificate
Development Right
Disabled Care
Dissimilar Location
Dwelling, Duplex
Dwelling, Triplex
Dwelling, Multi-Unit
Dwelling, Single Family
Dwelling Unit

-E-

Economic Hardship, Substantial
Elder Care
Elevator Penthouse
Equipment Shelter (see Telecommunications
Facility, Equipment Shelter
Escrow
Essential Historical Form
Exterior Architectural Appearance

-F-

Facade, Building
Façade, Front
Facade Easement
Facade Shift
Fence
Filtered Light Fixture
Final Action
Final Plat
First Story
Flood Plain Area
Floor Area, Gross Commercial
Floor Area, Gross Residential
Floor Area, Net Leasable
Floor Area Ratio (FAR)
Foot Candle
Foot Candle, Average (afc)
Foot Candle, Horizontal (hfc)
Foot Candle, Vertical (vfc)
Frontage
Fully Shielded

-G-

Garage, Commercial
Garage, Front Facing
Garage, Private
Garage, Public
Geologic Hazard
Good Cause
Governing Body
Grade

Noteworthy
Nursery, Greenhouse
Nursing Home

-O-

Off-Site
Off-Street
Office, General
Office, Intensive
Office, Medical
Office, Moderately Intensive
Official Streets Master Plan
Official Zoning Map
One Bedroom Apartment
Open Space, Landscaped
Open Space, Natural
Open Space, Transferred Development
Right (TDR)
Ordinary High Water Mark
Ordinary Repairs and Maintenance
Outdoor Use
Outdoor Recreation Equipment (see
Recreation Equipment, Outdoor)
Owner

-P-

Parcel
Parking, Public
Parking, Residential
Parking, Shared
Parking Area
Parking Lot, Commercial
Parking Space
Parking Structure
Passenger Tramway
Period of Historic Significance
Person
Physical Mine Hazard
Planned Unit Development (PUD)
Porous Paving
Preliminary Plat

Preservation
Preservation Easement
Private Club (see Club, Private)
Private Residence Club (see Club, Private
Residence)
Private Residence Club Conversion (see
Club, Private Residence Conversion)
Private Residence Club Project (see Club,
Private Residence Project)
Property
Property, Storefront
Property Line
Property Line, Front
Property Owner (see Owner)
Public Art
Public Improvement
Public Use

-Q-

Qualified Professional
Quasi-Public Use

-R-

Receiving Site
Reconstruction
Recreation Equipment, Outdoor
Recreation Facilities, Commercial
Recreation Facilities, Private
Recreation Facilities, Public
Recycling Facility
Recycling Facility, Class I
Refractive Light Source
Regulated Use
Rehabilitation
Residential Use
Resort Support Commercial
Restaurant
Restaurant, Drive-Through
Restoration
Resubdivision
Retail and Service, Commercial-Auto

Ordinance No. 2017-31

AN ORDINANCE AMENDING TITLE 4, LICENSING, CHAPTER 2, BUSINESS LICENSING IN GENERAL, SECTION 29 VIBRANT COMMERCIAL STOREFRONT IN HCB AND HRC, OF THE MUNICIPAL CODE OF PARK CITY, UTAH

WHEREAS, the City Council of Park City has been monitoring its tenant mix on Main street closely since 2002, and has provided regular updates to City Council; and

WHEREAS, the City Council and the Historic Park City Alliance have identified vacant storefronts as the largest threat to our vibrancy and long term economic stability; and

WHEREAS, storefronts that are vacant disrupt the natural rhythm and vibrancy of the National Registered Historic District; and

WHEREAS, storefronts that are only occupied during special events bring impacts that outweigh their benefit including trash and noise; and

WHEREAS, storefronts that are only occupied during special events, through issuance of additional temporary liquor licenses create the need for additional public safety resources; and

WHEREAS, the Municipal Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Municipal Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Municipal Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up, specific LMC issues raised by Staff, Planning Commission, and City Council, and to align the Code with the Council's goals; and

WHEREAS, Park City has an interest in promoting vibrancy and activity in the historic Main Street downtown area located in the Historic Commercial Business (HCB) and the Historic Recreation Commercial (HRC) Zoning Districts and finds this vibrancy to be essential to the City's long term economic and financial well-being; and

WHEREAS, these proposed Title 4 amendments were reviewed for consistency with the recently adopted Park City General Plan.

WHEREAS, the Park City General Plan includes Goal 12 that states, "Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City," Objective 12C that states, "Support local owned, independent businesses that reflect the core values of Park City and add to the Park City experience," Objective 12D that states, "Minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique Park City experience," and the Detailed Implementation Strategy for Local Business vs. Chain Stores states, "As Park City seeks to maintain its distinct, historic, small-town, tourism based economy, an ordinance restricting formula businesses along Main Street and the Bonanza Park districts should be seriously considered."

WHEREAS, Park City has an interest in the preservation of the historic integrity of Main Street and Heber Avenue as it relates to the historic feel and character, traditional rhythm and scale, and Main Street National Register Historic District designation. Main Street is the historic core of Park City and is a focal point of the tourism economy. The Historic Commercial Districts reflects the history of Park City.

WHEREAS, Park City's Economic Development Plan encourages facilitation and establishment of attractions and areas of interest for both visitors and residents, maintaining and improving the balance of sustainable community goals by going beyond economic initiatives to include social and environmental strategies, and protection and preservation of the historic Main Street downtown area as the heart of the region; and

WHEREAS, in the HRC and HCB Zoning Districts, business storefronts located Main Street and Heber Avenue, that do not foster diversity or positive pedestrian experiences to the general public, may diminish the vibrancy, historic rhythm and scale, and activity of the historic Main Street area; and

WHEREAS, the City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds a diversified business mix is critical to the attractiveness, vitality, and success of the historic Main Street downtown area; and

WHEREAS, the long-term economic sustainability of Park City depends upon the continued economic success and aesthetic attractiveness of the historic Main Street area; and

WHEREAS, in the HRC and HCB Districts, building storefronts that are not inviting to the general public and reflective of Park City's unique historic and resort character may have a negative effect upon the overall economy and vitality of the historic downtown area in terms of satisfaction of visitor experience, diversity of visitors, activity on the street, and sales tax revenue generation; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on June 29, 2017; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend Title 4 to be consistent with the values and goals of the Park City General Plan and the Park City Council, to protect health and safety and maintain the quality of life for its residents and visitors, preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area, ensure compatible development, and preserve historic resources and the community's unique character.

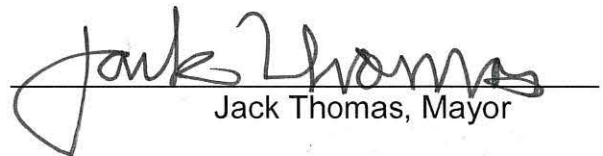
NOW, THEREFORE, BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. ADOPTION OF 4-2-29 Vibrant Commercial Storefront in HCB and HRC. The recitals above are incorporated herein as findings of fact. Title 4 of the Municipal Code of Park City is hereby amended as redlined in Exhibit A.

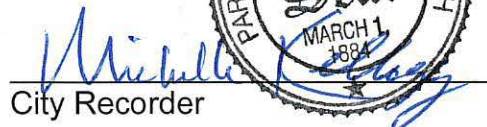
SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 29th day of June, 2017

PARK CITY MUNICIPAL CORPORATION


Jack Thomas, Mayor

Attest:


City Recorder



Approved as to form:


Mark Harrington, City Attorney

4-2-29 **Vibrant Commercial Storefront in HCB and HRC**

- (1) A Vibrant Commercial Storefront is a Storefront Property which cannot meet four (4) or more of the seven (7) following conditions:
 - A. Is a Storefront Property as defined section 15-15-1 in the HRC or HCB Districts of the Land Management Code without a current lease in place or that is not actively advertising, utilizing, or occupying the property in a way that constitutes Engaging in Business for at least 270 days per year, or that is not open and physically occupied during the hours typically consistent with the licensed use of the property for at least the past 30 days; or
 - B. Has an approved business license but is not open during typical business hours consistent with its licensed use to the public, or is consistently open for less than five days a week, or under 270 days per year; or
 - C. There is not an active business license in place, or any pending business license application in the past 30 days; or
 - D. Tenants are not actively advertising, utilizing, or occupying the property in a way that fulfills the definition of Engaging in Business 4-1-1.20; or
 - E. A commercial storefront without signs, displays, or clear indication that they are open or occupied such as having an employee on site, doors open or clearly marked as open to the public, or lights on within the premises; or
 - F. Over a quarterly period cannot provide sales tax receipts, payroll records, quarterly profit/loss statements, or similar financial records that show consistent month-to-month occupation and commercial activity; or
 - G. Cannot provide utility bills or meter readings (water, gas, trash or electric) that are consistent the use of with similarly active licensed businesses.
- (2) If a property is not considered a “Vibrant Commercial Storefront”, and the property is located in in HCB and HRC zones, the property owner or business licensee must provide proof that the property meets one (1) of the following exceptions:
 - A. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction within one year from the date the initial permit was issued; or
 - B. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.
- (3) Failure to maintain a Vibrant Commercial Storefront in the HCB or HCR zone shall result in the following:
 - A. The Business at the Storefront Property will not receive local consent or be eligible for a Liquor License of any kind including Single Event Temporary Liquor permits; and,

- B. The City reserves the right to utilize the area in front of the Storefront Property to display art or other educational materials in the pedestrian area in front of the property as approved by the City Council until such a space is occupied by a Vibrant Commercial Storefront.
- (4) Any property designation under this Chapter may be appealed any shall be conducted as set forth in Chapter 2 of this Title.

Ordinance No. 2017-65

AN ORDINANCE AMENDING TITLE 4, LICENSING, CHAPTER 2, BUSINESS LICENSING IN GENERAL, SECTION 15 VIBRANT COMMERCIAL STOREFRONT IN HCB AND HRC, OF THE MUNICIPAL CODE OF PARK CITY, UTAH

WHEREAS, the City Council of Park City found the definition of Vibrant Commercial Storefront could be clarified; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on June 29, 2017, November 9, 2017 and December 14, 2017; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend Title 4 to be consistent with the values and goals of the Park City General Plan and the Park City Council, to protect health and safety and maintain the quality of life for its residents and visitors, preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area, ensure compatible development, and preserve historic resources and the community's unique character.

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

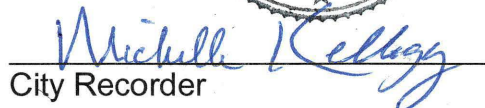
SECTION 1. ADOPTION OF 4-2-15 Vibrant Commercial Storefront in HCB and HRC. The recitals above are incorporated herein as findings of fact. Title 4 of the Municipal Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective on February 1, 2018.

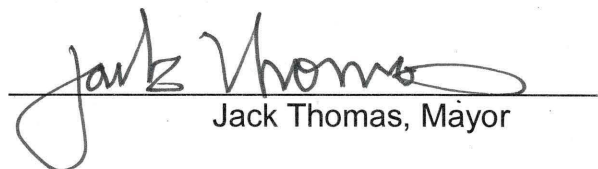
PASSED AND ADOPTED this 14th day of December, 2017



Attest:


City Recorder

PARK CITY MUNICIPAL CORPORATION


Jack Thomas, Mayor

Approved as to form:


Mark Harrington, City Attorney

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

- A. A vibrant commercial storefront is a ~~s~~Storefront ~~P~~property, as defined in Section 15-15-1 of the Land Management Code in the HRC or HCB zoning Districts, which ~~cannot meet four (4) or more of the seven (7) meets the~~ following conditions:
- ~~1. Is found to be Engaging in Business for at least sixty (60) days during each quarter; and~~
 - ~~2. Has an active Business License; and~~
 - ~~3. Posts its hours and days of operation in the storefront.~~
- ~~1. Is a storefront property as defined in Section 15-15-1 in the HRC or HCB Districts of the Land Management Code without a current lease in place or that is not actively advertising, utilizing, or occupying the property in a way that constitutes Engaging in Business for at least two hundred and seventy (270) days per year, or that is not open and physically occupied during the hours typically consistent with the licensed use of the property for at least the past thirty (30) days; or~~
 - ~~2. Has an approved Business license but is not open during typical Business hours consistent with its licensed use to the public, or is consistently open for less than five (5) days a week, or under two hundred and seventy (270) days per year;~~
 - ~~3. There is not an active Business license in place, or any pending Business license application in the past thirty (30) days; or~~
 - ~~4. Tenants are not actively advertising, utilizing, or occupying the property in a way that fulfills the definition of Engaging in Business 4-1-1.15; or~~
 - ~~5. A commercial storefront without signs, displays, or clear indication that they are open or occupied such as having an employee on site, doors open or clearly marked as open to the public, or lights on within the premises; or~~
 - ~~6. Over a Quarterly period cannot provide sales tax receipts, payroll records, quarterly profit/loss statements, or similar financial records that show consistent month-to-month occupation and commercial activity; or~~
 - ~~7. Cannot provide utility bills or meter readings (water, gas, trash, or electric) that are consistent with the use of similarly active licensed businesses.~~
- B. If a property ~~does not meet the standards of 4-2-15(A) is not considered a “vibrant commercial storefront” and the property is located in HCB and HRC zones, the property owner or Business licensee must provide proof that~~ the property may be considered vibrant for a maximum of one year if it meets one (1) of the following exceptions:
1. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction ~~within one year~~within one year from the date the initial permit was issued; or
 2. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent from the date of vacancy/finding of closure by the City, or closure of previous Business License, whichever is first. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.
- C. Failure to maintain a vibrant commercial storefront in the HCB or HRC zone shall result in the ~~C. following:~~
- ~~The Business at the S~~Storefront ~~P~~property will not ~~hereceive local consent or be~~ eligible to apply for a ~~liquor license of any kind including~~ Single Event Alcoholic Beverage Licenses; and,
- D. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City

Council while under an exception shown in 4-2-15(B) or until such a space is occupied by a vibrant commercial storefront.

~~C.E.~~ The burden is on the Business to show that it is Engaging in Business for the requisite period of time and if one of the exceptions applies.

~~D.F.~~ Any property designation under this Section may be appealed and shall be conducted as set forth in 4-3-15 of this Title.

Ordinance No. 2018-16

AN ORDINANCE AMENDING TITLE 4, LICENSING, CHAPTER 2, BUSINESS LICENSING IN GENERAL, SECTION 15 VIBRANT COMMERCIAL STOREFRONT IN HCB AND HRC, OF THE MUNICIPAL CODE OF PARK CITY, UTAH

WHEREAS, City Council of Park City seeks to preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area, ensure compatible development, and preserve historic resources and the community's unique character, and;

WHEREAS, the City Council finds that because of the seasonality of Park City as a resort town, it is in the best interest of local business owners to remove the "Posted Hours" provision from the Municipal Code, and;

WHEREAS, public hearings were duly held before City Council on April 19, 2018 and May 3, 2017, and;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section I. Amendment. TITLE 4, LICENSING, CHAPTER 2, BUSINESS LICENSING IN GENERAL, SECTION 15 VIBRANT COMMERCIAL STOREFRONT IN HCB AND HRC is hereby amended as redlined as follows:

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

- A. A vibrant commercial storefront is a Storefront Property, as defined in Section 15-15-1 of the Land Management Code in the HRC or HCB zoning Districts, which meets the following conditions:
 1. Is found to be Engaging in Business for at least sixty (60) days during each quarter; and
 2. Has an active Business License; ~~and~~
 3. ~~Posts its hours and days of operation in the storefront.~~
- B. If a property does not meet the standards of 4-2-15(A) the property may be considered vibrant for a maximum of one year if it meets one (1) of the following exceptions:
 1. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction within one year from the date the initial permit was issued; or
 2. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent from the date of vacancy/finding of closure by the City, or closure of previous Business License, whichever is first. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.
- C. Failure to maintain a vibrant commercial storefront in the HCB or HRC zone shall result in the Business at the Storefront Property will not be eligible to apply for a Single Event Alcoholic Beverage Licenses; and,

- D. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City Council while under an exception shown in 4-2-15(B) or until such a space is occupied by a vibrant commercial storefront.
- E. The burden is on the Business to show that it is Engaging in Business for the requisite period of time and if one of the exceptions applies.
- F. Any ~~property~~ designation under this Section may be appealed to the Finance Manager ~~or designee; any license denial appeal and~~ shall be conducted as set forth in 4-3-15 of this Title.

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

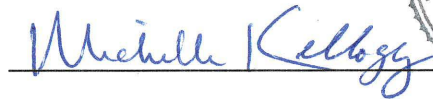
PASSED AND ADOPTED this 3rd DAY OF MAY, 2018.

PARK CITY MUNICIPAL CORPORATION



Mayor Andy Beerman

Attest:



Michelle Kellogg, City Recorder



Approved as to form:



Mark D. Harrington, City Attorney

Ordinance No. 2017-56

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF PARK CITY, UTAH,
AMENDING 4-3-1 LICENSING APPLICATION; AMENDING 4-3-4 CODE
COMPLIANCE INSPECTION; 4-3-8 LICENSING PERIOD; AND AMENDING 4-7-3
CONVENTION SALES AND COMMERCIAL HOSPITALITY APPLICATIONS**

WHEREAS, the Municipal Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Municipal Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Municipal Code on a regular basis and identifies necessary amendments to address business license, planning and zoning issues that have come up; to address specific Municipal Code issues raised by Staff, Planning Commission, and City Council; and to align the Code with the Council's goals; and

WHEREAS, Park City has an interest in promoting vibrancy and activity in the historic Main Street downtown area located in the Historic Commercial Business (HCB) and the Historic Recreation Commercial (HRC) Zoning Districts and finds this vibrancy to be essential to the City's long term economic and financial well-being; and

WHEREAS, the Park City General Plan includes Goal 12 that states, "Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City." Objective 12C states, "Support local owned, independent businesses that reflect the core values of Park City and add to the Park City experience." and Objective 12D states, "Minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique Park City experience." Detailed Implementation Strategy for Local Business vs. Chain Stores states, "As Park City seeks to maintain its distinct, historic, small-town, tourism based economy, an ordinance restricting formula businesses along Main Street and the Bonanza Park districts should be seriously considered."

WHEREAS, Park City has an interest in the preservation of the integrity of Main Street and Heber Avenue as it relates to the historic feel and character, traditional rhythm and scale, and Main Street National Register Historic District designation. Main Street is the historic core of Park City and is a focal point of the tourism economy. The Historic Commercial Districts reflects the history of Park City.

WHEREAS, Park City's Economic Development Plan encourages facilitation and establishment of attractions and areas of interest for both visitors and residents; maintaining and improving the balance of Sustainable Community goals by going beyond economic initiatives to include social and environmental strategies; and

protection and preservation of the historic Main Street downtown area as the heart of the region; and

WHEREAS, in the HRC and HCB Zoning Districts, business storefronts located Main Street and Heber Avenue, that do not foster diversity or a unique positive pedestrian experiences to the general public, may diminish the vibrancy, historic rhythm and scale, and activity of the historic Main Street area; and

WHEREAS, the City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds a diversified business mix is critical to the attractiveness, vitality, uniqueness and success of the historic Main Street downtown area; and

WHEREAS, the long-term economic sustainability of Park City depends upon the continued economic success and aesthetic attractiveness of the historic Main Street area; and

WHEREAS, in the HRC and HCB Districts, building storefronts that are not inviting to the general public and reflective of Park City's unique historic and resort character may have a negative effect upon the overall economy and vitality of the historic downtown area in terms of satisfaction of visitor experience, diversity of visitors, activity on the street, and sales tax revenue generation; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on October 24, 2017; and

WHEREAS, it is in the best interest of the residents and visitors of Park City, Utah to amend the Municipal Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; to preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area; to ensure compatible development; to preserve historic resources; and to preserve the community's unique character.

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

SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 4 – Licensing Chapter 3, Section 1 License Application of the Municipal Code of Park City as hereby amended as redlined in Attachment A.

SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 4 – Licensing Chapter 3, Section 4 Inspections for Compliance of the Municipal Code of Park City as hereby amended as redlined in Attachment A.

SECTION 3. APPROVAL OF AMENDMENTS TO TITLE 4 – Licensing Chapter 3, Section 8 Licensing Period of the Municipal Code of Park City as hereby redlined in Attachment B.

SECTION 4. APPROVAL OF AMENDMENTS TO TITLE 4 – Licensing Chapter 7, Section 3 Commercial Sales And Commercial Hospitality Applications of the Municipal Code of Park City as hereby redlined in Attachment C.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

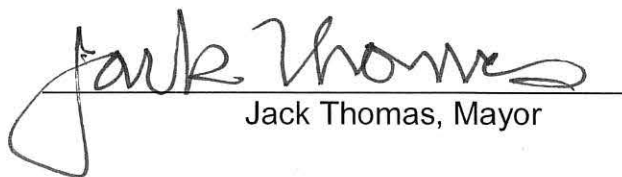
PASSED AND ADOPTED this 24th day of October, 2017

PARK CITY MUNICIPAL CORPORATION



Attest:


City Recorder


Jack Thomas, Mayor

Approved as to form:


Mark Harrington, City Attorney

Attachments

- Attachment A – Municipal Code - Sections 4-3-1 License Application, and 4-3-4 Code Compliance Inspection
- Attachment B – Municipal Code Section 4-3-8 License Period
- Attachment C – Municipal Code Section 4-7-3 Convention Sales And Commercial Hospitality

4-3-1 License Application

A. All Business license applications with a physical location within City limits require a passed Business License Inspection from the Building Department to ensure life safety standards, proper measurements for fee calculation, and Code compliance.

B. Applications without an Inspection

1. If the Business is a Conventional Chain Business located within a Storefront Property in the HRC or HCB Districts, the applicant may apply for a Business License without an Inspection only if the applicant provides a letter of intent agreement between the landlord and tenant, with monetary or other proprietary terms redacted if necessary.
2. The applicant will be notified in writing within ten business days of affirmation or denial of the application.
3. Within 120 days from the day of application a signed lease or memorandum of lease must be submitted to Finance with monetary or other proprietary terms redacted if necessary or the application shall be denied.
4. The business license application will be denied after 180 days from application unless the applicant has submitted and paid for a building permit.
5. The business license application shall be deemed denied if it is pending more than 24 months from application date.
6. Any denial can be appealed pursuant to Section 4-3-15.
7. Prior to the License being issued, the applicant must provide a Passed Business License Inspection report to Finance. The Finance Department will recalculate the fees based on the final square footage and either issue a refund or collect additional fees and issue the License.

A.C. A Business License Inspection will only be scheduled if:

1. A Certificate of Occupancy has been issued by the Building Department;
2. A Letter of Completion has been issued by the Building Department; or
3. There is already an existing licensed Business occupying the space and a building permit is not required to accommodate the new Business.

B.D. Applications for Business licenses shall be made in writing to the Finance Manager or his/her designee. Each application shall include the:

1. Name of the applicant and DBA, if applicable;
2. Location and contact information of the Business;
3. Payment of the applicable fee and tax to be paid, based on the information recorded on the Business License Inspection or previous Business License at that location if within the HRC or HCB Districts as defined in the Land Management Code; or estimated amount if undergoing significant construction or tenant improvements;
4. Name and address-contact information of the local Business agent who is authorized to receive service of process and any communication regarding applicant's license, if applicable
- 4.5. Federal entity identification number;
- 5.6. State sales tax reporting number, if applicable;
- 6.7. Copy of the Business License Inspection report showing passed;
- 7.8. State contractor's license number, if applicable;
- 8.9. State real estate broker's license number, if applicable; and
- 9.10. Other information, as needed, for the purpose of guidance of the Finance Manager in issuing the license.

- C.E. Any change in the above information furnished by the applicant shall be forwarded in writing, within ten (10) days of the change, to the Finance Manager or his/her designee. License application forms shall be prepared and kept on file by the Finance Department.

4-3-4 Code Compliance Inspection

- A. INSPECTIONS FOR CODE COMPLIANCE.** Prior to applying for a license under this Title for a new Business not previously licensed at that location, or an existing Business with a change of Square Footage, use, or location, the applicant shall be required to have the prospective Place of Business inspected prior to application by the Building Department, and if necessary, other government agencies to ensure compliance with building, fire, municipal, and health codes. Except if the Business is a Conventional Chain Business located within a Storefront Property in the HRC or HCB Districts, the applicant may apply without an Inspection, but must provide a copy of the Business License inspection report showing passed prior to the License being issued.

4-3-8 License Period

- A.** Renewed license certificates shall be valid October 1 through September 30 of the year of renewal unless revoked pursuant to this Title. New license certificates issued between October 1 and June 30 shall be valid through September 30 of the year of issuance unless revoked. New license certificates issued between July 1 and September 30 may be valid through September 30 of the year following the year of issuance, unless revoked. An applicant applying for a license between July 1 and September 1 shall pay one hundred and twenty-five percent (125%) of the amount otherwise imposed for new licenses issued and the license shall be valid through September 30 of the year following the year of issuance, unless revoked. However, an applicant may elect to pay the prorated fee pursuant to this Title on new applications between July 1 and September 30 if the applicant does not intend to do Business in Park City the following year.
- B. Conventional Chain Business License Renewal - If the total cap of allowed Conventional Chain Businesses in the HRC and HCB Districts is met and if a Conventional Chain Business no longer maintains its Business License, the location is eligible to replace the Storefront with another Conventional Chain Business prior to September 30 of that year. If the period of time when the Conventional Chain Business vacates the premises is less than six months from September 30, the location's representative may put the City on formal notice and have up to 180 days to replace the Conventional Chain Business tenant from the time that notice is received by the City. If the Storefront is not replaced with another Conventional Chain Business within the allocated timeframes above the license shall become available. Formal notice shall be in writing, filed with the City Recorder within ten (10) business days of vacancy.**

4-7-3 Applications

- A. For Type 1 and Type 3 convention sales licenses, the City may take up to ten (10) business days to complete the licensure process to permit adequate time for the Police, Building, Finance, and Planning Departments for review and investigation. The Departments may request reasonable evidence of title to goods proposed to be offered for sale as part of the review.
- B. Retained Council Authority for Type 2 licenses:
1. The Finance Manager or his/her designee shall refer the Type 2 convention sales license application to the Building, Planning, Parking, and Public Safety Departments for approval.
 2. After obtaining department approval, all Type 2 licenses shall require City Council approval at a publically noticed meeting. All Type 2 license applications must be

completed and received at least seven (7) calendar days prior to a regular scheduled meeting and three (3) business days prior to a special meeting.

3. All Type 2 license applications require the applicant to have a pre-inspection prior to application at the Place of Business conducted by the Building Department for compliance with the building and fire codes. A copy of said pre-inspection report must accompany the license application submittal. The pre-inspection prior to application shall remain valid for one hundred and twenty (120) days.
4. All Type 2 license applications shall require an accurate floor plan and a design occupancy load stamped by a design professional to be submitted at the time of application.
5. All Type 2 license applicants require a final inspection by the Building Department post application after the space has been set up for the event. Business shall not be conducted until the final inspection has been passed and the applicant has been issued a Type 2 convention sales license.
6. All Type 2 convention sales license applications for locations within the Main Street Business Improvement District (BID) boundaries shall require a deposit receipt with Republic Services in the amount of one hundred dollars (\$100), to be submitted at time of application, and be required to pay the Main Street BID tax set forth by ordinance.
7. All Type 2 convention sales licenses will be assessed the Enhanced Enforcement Fees of forty-five dollars and fifty-eight cents (\$45.58) to be paid at time of application.
8. The loading operations of each Type 2 convention sales license shall be permitted by the Parking Division with three (3) different permits: Red, Green, and Blue, depending on the type of loading: Red, large-scale operations; Green, food and beverage; and Blue, musical equipment. Any violation of the regulations specified on each permit may result in the revocation of the Type 2 convention sales license or the inability to obtain a Type 2 convention sales license in the future.
9. Large scale load-out operations for Type 2 convention sales licenses will not be permitted until Day 6 (Tuesday) of the Sundance Film Festival.

C. Type 1 and Type 2 Convention Sales and Hospitality Licenses, located in a Storefront that meet the definition of a Conventional Chain Business, must comply with the Land Management Code Section 15-2.5-2 in the Historic Recreation Commercial District or 15-2.6-2 in the Historic Commercial Business District.

Ordinance No. 2017-09

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT, SECTION 15-2.5; HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT, SECTION 15-2.6; AND DEFINED TERMS, SECTION 15-15.

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Land Management Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up; to address specific LMC issues raised by Staff, Planning Commission, and City Council; and to align the Code with the Council's goals; and

WHEREAS, Park City has an interest in promoting vibrancy and activity in the historic Main Street downtown area located in the Historic Commercial Business (HCB) and the Historic Recreation Commercial (HRC) Zoning Districts and finds this vibrancy to be essential to the City's long term economic and financial well-being; and

WHEREAS, these proposed Land Management Code (LMC) amendments were reviewed for consistency with the recently adopted Park City General Plan.

WHEREAS, the Park City General Plan includes Goal 12 that states, "Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City." Objective 12C states, "Support local owned, independent businesses that reflect the core values of Park City and add to the Park City experience." and Objective 12D states, "Minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique Park City experience." Detailed Implementation Strategy for Local Business vs. Chain Stores states, "As Park City seeks to maintain its distinct, historic, small-town, tourism based economy, an ordinance restricting formula businesses along Main Street and the Bonanza Park districts should be seriously considered."

WHEREAS, Park City has an interest in the preservation of the historic integrity of Main Street and Heber Avenue as it relates to the historic feel and character, traditional rhythm and scale, and Main Street National Register Historic District designation. Main Street is the historic core of Park City and is a focal point of the tourism economy. The Historic Commercial Districts reflects the history of Park City.

WHEREAS, Park City's Economic Development Plan encourages facilitation and establishment of attractions and areas of interest for both visitors and residents; maintaining and improving the balance of Sustainable Community goals by going beyond economic initiatives to include social and environmental strategies; and protection and preservation of the historic Main Street downtown area as the heart of the region; and

WHEREAS, in the HRC and HCB Zoning Districts, business storefronts located Main Street and Heber Avenue, that do not foster diversity or positive pedestrian experiences to the general public, may diminish the vibrancy, historic rhythm and scale, and activity of the historic Main Street area; and

WHEREAS, the City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds a diversified business mix is critical to the attractiveness, vitality, and success of the historic Main Street downtown area; and

WHEREAS, the long-term economic sustainability of Park City depends upon the continued economic success and aesthetic attractiveness of the historic Main Street area; and

WHEREAS, in the HRC and HCB Districts, building storefronts that are not inviting to the general public and reflective of Park City's unique historic and resort character may have a negative effect upon the overall economy and vitality of the historic downtown area in terms of satisfaction of visitor experience, diversity of visitors, activity on the street, and sales tax revenue generation; and

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meeting on February 22, 2017 and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on March 16, 2017, April 13, 2017, and April 27, 2017; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; to preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area; to ensure compatible development; to preserve historic resources; and to preserve the community's unique character.

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

SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-2.5 Historic Recreation Commercial (HRC) Zoning District. The recitals above are incorporated herein as findings of fact. Chapter 15-2.5 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

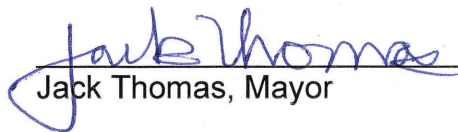
SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-2.6 Historic Commercial Business (HCB) Zoning District. The recitals above are incorporated herein as findings of fact. Chapter 15-2.6 of the Land Management Code of Park City is hereby amended as redlined in Exhibit B.

SECTION 3. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-15 Defined Terms. The recitals above are incorporated herein as findings of fact. Chapter 15-15 of the Land Management Code of Park City is hereby amended as redlined in Exhibit C.

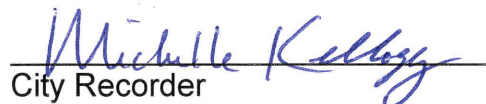
SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 27 day of April, 2017

PARK CITY MUNICIPAL CORPORATION

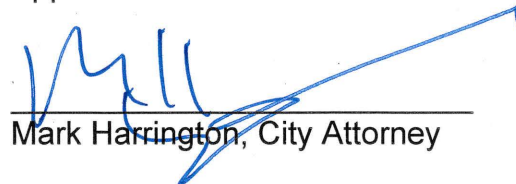

Jack Thomas, Mayor

Attest:


Michelle Kelley
City Recorder



Approved as to form:


Mark Harrington, City Attorney

Exhibits

Exhibit A – LMC § 15-2.5-3 Lot and Site Requirements in HISTORIC RECREATION COMMERCIAL (HRC)

Exhibit B – LMC § 15-2.6-3 Lot and Site Requirements in HISTORIC COMMERCIAL BUSINESS (HCB)

Exhibit C – LMC § 15-15 Defined Terms

Exhibit A – LMC § 15-2.5-3 Lot and Site Requirements in HISTORIC RECREATION COMMERCIAL (HRC)

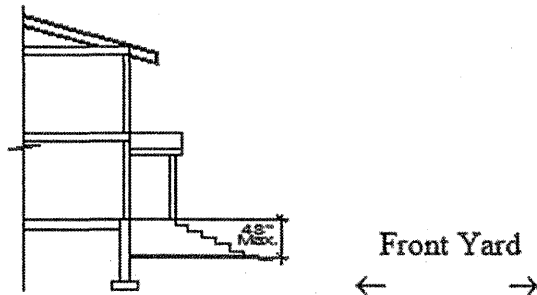
15-2.5-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development activity must comply with the following minimum Lot and Site requirements:

- A. **FRONT YARD.** The minimum Front Yard is ten feet (10').
- B. **FRONT YARD EXCEPTIONS.** The Front Yard must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty five feet (25') of the intersection at back of curb.
2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause danger or hazard to traffic by obstructing the view of the Street intersection.

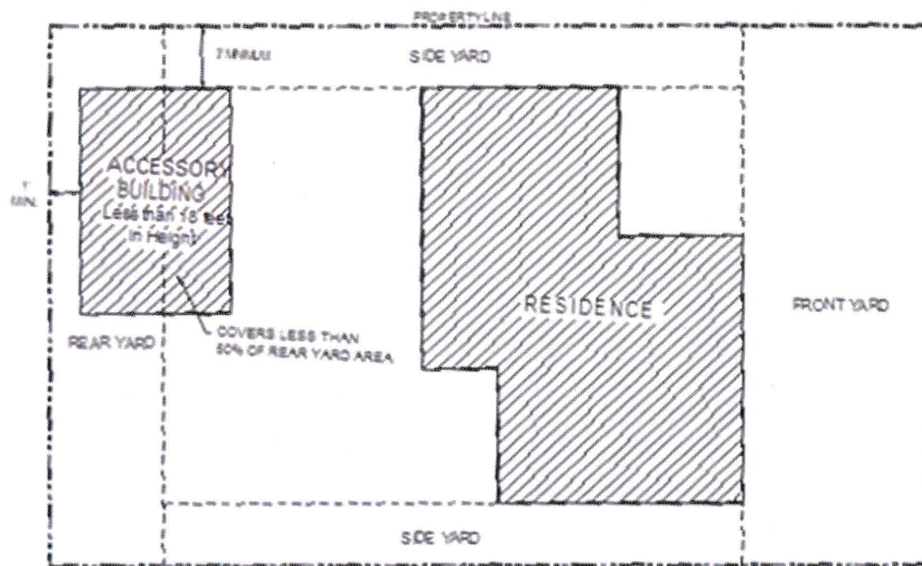


3. Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than three feet (3') into the Front Yard.
4. Roof overhangs, eaves, and cornices, projecting not more than three feet (3') into the Front Yard.
5. Sidewalks, patios, and pathways.
6. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways, allowed Parking Areas, patios, and sidewalks may be Hard-Surfaced or graveled.

- C. **REAR YARD.** The minimum Rear Yard is ten feet (10').

D. **REAR YARD EXCEPTIONS.** The Rear Yard must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Rear Yard.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.
3. Window wells and light wells projecting not more than four feet (4') into the Rear Yard.
4. Roof overhangs and eaves projecting not more than two feet (2') into the Rear Yard.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. A detached Accessory Building not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear Yard Setback of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear Yard. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.
8. Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.
9. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2.

10. Patios, decks, steps, pathways, and similar Structures not more than thirty inches (30") above Final Grade, located at least five feet (5') from the Rear Lot Line.

E. SIDE YARD.

1. The minimum Side Yard is five feet (5').
2. On Corner Lots, the Side Yard that faces a Street is ten feet (10') for both main and accessory Structures.
3. A Side Yard between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side Yards shall be based on the minimum required Side Yard for each Lot; however the Planning Commission may consider increasing exterior Side Yards during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Yard exceptions continue to apply.

F. SIDE YARD EXCEPTIONS. The Side Yard must be open and free of any Structure except:

1. Bay Windows, not more than ten feet (10') wide, projecting not more than two feet (2') into the Side Yard.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Side Yard.
3. Window wells and light wells projecting not more than four feet (4') into the Side Yard.
4. Window sills, belt courses, cornices, trim, exterior siding, and other ornamental features, projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
5. Roof overhangs and eaves projecting not more than two feet (2') into the Side Yard.
6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height from Final Grade, provided there is at least a one foot (1') Setback to the Side Lot Line.
7. Fences, walls and retaining walls not more than six feet (6'), or as permitted in Section 15-4-2.
8. Driveways leading to a garage or approved Parking Area.
9. Pathways and steps connecting to a City stairway or pathway.

10. A detached Accessory Building not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, maintaining a minimum Side Yard Setback of three feet (3').
11. A covered arcade between projects provided that the highest point of the arcade is not more than fifteen feet (15') above the elevation of the walk.

G. **FLOOR AREA RATIO.** In all projects within the HRC Zone:

1. **STRUCTURES BUILT AFTER OCTOBER 1, 1985.** Except in the Heber Avenue Sub-Zone Area, non-residential Uses are subject to a Floor Area Ratio to restrict the scope of non-residential Use within the District. For Properties located east of Park Avenue, the Floor Area Ratio for non-residential Uses is 1. For Properties located on the west side of Park Avenue, the Floor Area Ratio for non-residential Uses is 0.7.
2. **STRUCTURES BUILT PRIOR TO OCTOBER 1, 1985.** Structures existing as of October 1, 1985 are not subject to the Floor Area Ratio, and may be used in their entirety for non-residential Uses as provided in this ordinance.

H. **SNOW RELEASE.** Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

I. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

J. **VERTICAL ZONING.** For HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue, and Park Avenue, excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC Zoned Properties with the following addresses: 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side Storefronts), 780 Main Street, 804 Main Street (for the plaza side Storefronts), 875 Main Street, 890 Main Street, 900 Main Street, and 820 Park Avenue, new Construction and Construction adding Floor Area to a Building or Lot, shall have a minimum of seventy-five-percent (75%) of the width of the Building facade as Storefront Property.

K. **STOREFRONT ENHANCEMENT ZONING.** The maximum width of any Storefront Property Façade abutting Main Street or Heber Avenue shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Façade shall have a storefront entrance door for pedestrian access.

If the Historic storefront entrance, located in the Historic portion of a structure listed on the Historic Sites Inventory, is more than eight feet (8') above the grade of the adjacent Main Street and/or Heber Avenue, then the First Story in the Historic portion of the Historic structure located adjacent to Main Street and/or Heber Avenue shall not be calculated in the maximum Storefront Property Façade width.

Exhibit B – LMC § 15-2.6-3 Lot and Site Requirements in HISTORIC COMMERCIAL BUSINESS (HCB)

15-2.6-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit will be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development must comply with the following:

- A. **LOT SIZE**. The minimum Lot Area is 1250 square feet. The minimum Lot Width is twenty-five feet (25') and Minimum Lot Depth is fifty feet (50').
- B. **FRONT, REAR AND SIDE YARDS**. There are no minimum required Front, Rear, or Side Yard dimensions in the HCB District.
- C. **SIDEWALK PROVISION**. Buildings must be located so as to provide an unobstructed sidewalk at least nine feet (9') wide on both Main Street and Swede Alley. The sidewalk width is measured from the front face of curb to the front of the Building. The alignment of new Building fronts with adjacent Historic fronts is encouraged. A narrower sidewalk may result from the alignment of Building fronts. The Planning and Engineering Departments may grant an exception to the minimum sidewalk width to facilitate such alignment.
- D. **BALCONIES AND TEMPORARY WINTER BALCONY ENCLOSURES**.
 - 1. No Balcony may be erected, enlarged, or altered over a public pedestrian Right-of-Way without the advance approval of the City Council. Balcony supports may not exceed eighteen inches (18") square and are allowed no closer than thirty-six inches (36") from the front face of the curb. Balconies must provide vertical clearance of not less than ten feet (10') from the sidewalk and may not be enclosed permanently. With reasonable notice, the City may require a Balcony be removed from City Property without compensating the Building Owner.
 - 2. Temporary Winter Balcony Enclosures may only be permitted on existing balconies which are on structures which are not on the Historic Sites Inventory.

Temporary Winter Balcony Enclosures are only permitted from November 15th through April 30th on balconies facing Main Street.

- E. **INSURANCE REQUIRED.** No Balcony projecting over City Property may be erected, re-erected, located or relocated, or enlarged or structurally modified without first receiving approval of the City Council and submitting a certificate of insurance or a continuous bond protecting the Owner and the City against all claims for personal injuries and/or Property damage in the standard amount determined by City Council. Park City Municipal Corporation must be named in the certificate of insurance as an additional insured. A thirty (30) day obligation to provide written notice to Park City Municipal Corporation of cancellation or expiration must be included in the insurance certificate.
- F. **CLEAR VIEW OF INTERSECTION.** No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.
- G. **VERTICAL ZONING.** For HCB Zoned Storefront Property adjacent to Main Street and Heber Avenue, new Construction and Construction adding Floor Area to a Building or Lot shall have a minimum of seventy-five percent (75%) of the width of the Building façade as Storefront Property.
- H. **STOREFRONT ENHANCEMENT ZONING.** The maximum width of any Storefront Property Façade abutting Main Street or Heber Avenue shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Façade shall have a storefront entrance door for pedestrian access.

If the Historic storefront entrance, located in the Historic portion of a structure listed on the Historic Sites Inventory, is more than eight feet (8') above the grade of the adjacent Main Street and/or Heber Avenue, then the First Story in the Historic portion of the Historic structure located adjacent to Main Street and/or Heber Avenue shall not be calculated in the maximum Storefront Property Façade width.

Exhibit C – LMC § 15-15 Defined Terms

15-15 Defined Terms

(...)

1.207 **PROPERTY.** Any Parcel, Lot, or tract of land, including improvements thereon, in the possession of or owned by, or recorded as the real Property of, the same Person or Persons.

A. Property, Storefront. A separately enclosed space, Floor Area, tenant space or unit that has a storefront window or storefront entrance that fronts on a Public Street. Storefront Property includes the entire Floor Area associated with the storefront window or storefront entrance that fronts on the Public Street. For purposes of this provision, the term “fronts on a Public Street” shall mean a separately enclosed space, Floor Area, tenant space or unit with:

1. For Vertical Zoning, a storefront window and/or storefront entrance at the adjacent Public Street, or within fifty lateral/horizontal feet (50') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance; and-or
2. For Storefront Enhancement Zoning, a storefront window and/or storefront entrance at the adjacent Public Street, or within thirty lateral/horizontal feet (30') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance; and
3. A storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.

In the case of split-level, multi-level or multi-tenant Buildings with only one primary storefront entrance, only those fully enclosed spaces, Floor Areas, tenant spaces, or units that directly front on the Public Street, as set forth above, shall be designated as a “Storefront Property.” The Planning Director or designee shall have the final determination of applicability.