PARK CITY REGULAR PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
December 8, 2021

PUBLIC NOTICE IS HEREBY GIVEN that the Planning Commission of Park City, Utah will hold its Regular Planning Commission Meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Wednesday, December 8, 2021.

Site Visit 4:00PM

The Planning Commission will visit Deer Valley Resort's proposed Snow Park proposed Master Planned Development. Members of the public wishing to participate should contact planning prior to December 7, 2021 at 5:00 PM. For more Information: 435-615-5060 or planning@parkcity.org.

MEETING CALLED TO ORDER AT 5:30 PM. Virtual Meeting

Notice of Electronic Meeting and How to Comment Virtually
The Chair issued a written determination that because of the public health emergency, conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may attend in person. This determination is based on the ongoing risks and infection rates statewide and in Summit County. For these reasons, this meeting will be an electronic meeting without an anchor location.

Planning Commission members will connect electronically. Public comments will be accepted virtually. 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.

1.ROLL CALL

2.MINUTES APPROVAL

2.A. Consideration to Approve the Planning Commission Meeting Minutes from October 27, 2021.
Consideration to Approve the Planning Commission Meeting Minutes from November 10, 2021.
Consideration to Approve the Planning Commission Meeting Minutes from November 17, 2021.
10.27.2021 Planning Commission Minutes - Pending Approval
11.10.2021 Planning Commission Minutes - Pending Approval
11.17.2021 Planning Commission Minutes - Pending Approval

3.PUBLIC COMMUNICATIONS

4.STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

5.CONTINUATIONS

5.A. 3805 Fox Tail Trail - Rezone - The Applicant Proposes Reallocating the Estate and Recreation Open Space Zoning for Parcel PCA-S-98-SEC-11 to Create an 8.84-Acre Area in the Estate Zoning District for the Construction of a Single-Family Dwelling Outside of the Ridge Line Area and a 23.89-Acre Area in the Recreation Open Space Area to be Dedicated to Park City Pursuant to a Conservation Easement. PL-21-04865.
(A) Public Hearing; (B) Continuation to a Date Uncertain
Staff Report

5.B. 3805 Fox Tail Trail - Subdivision - The Applicant Proposes Creating One Lot from Parcel PCA-S-98-SEC-11 for a Single-Family Dwelling in the Estate Zoning District and One Parcel in the Recreation Open Space Zoning District. PL-21-04826
(A) Public Hearing; (B) Continuation to a Date Uncertain
Staff Report

6.CONSENT AGENDA

7.WORK SESSION

7.A. Deer Valley Snow Park Proposal - Work Session With A Focus On the Applicant's Transportation Analysis and an Update on Progress Made Since the October Work Session. PL-21-04811.
A) Work Session - No Action is Expected.
Questions and public input may be taken at the end of the meeting if time allows.
Questions may be emailed in advance to alexandra.ananth@parkcity.org.
Snow Park Work Session Staff Report
Exhibit A: Project Overview and Background Information
Exhibit B: WCG Transit Loop Memorandum
Exhibit C: Applicant's Updated Trip Generation Memorandum
Exhibit D: Public Comment

8.REGULAR AGENDA

8.A. 9300 Marsac Ave (Sommet Blanc/B2East Parcel) - Applicant is Requesting Amendments to the Approved Master Planned Development and Flagstaff Development Agreement as well as a Conditional Use Permit for Proposed Development of 43 Residential Units Above Underground Parking, 4 Townhome Villas within 2 Duplexes on the North-Eastern Portion of the Site, a 3,600-Square-Foot Public Restaurant, and a Detached Ancillary Ski Locker Building. PL-21-04771 & PL-20-04702

Sommet_Blanc_Staff_Report_MPD Amendment and CUP Combined - work
DRAFT Sommet Blanc CUP Final Action Letter
Exhibit A - Applicant Narrative
Exhibit B - Sommet Blanc CUP- MPD Proposal Packet
Exhibit C - Background
Exhibit D: B2 East Subdivision
Exhibit E: 2007 Amended Flagstaff DA

Exhibit F: 2007 Empire Pass B-2 Master Planned Development
Exhibit G: Ordinance 99-30 Flagstaff Annexation
Exhibit H: Resolution 20-99 Large Scale Flagstaff MPD
Exhibit I – Village at Empire Pass Map
Exhibit J: Link to Technical Reports
Exhibit K – 2004 Village at Empire Pass MPD
Exhibit L – Hill Glazier Plans
Exhibit M: Development Covenants 3.6.18
Exhibit N: Parcel B-2 Empire Village Subdivision
Exhibit O: B2 East Sub. Ordinance 2017-07
Exhibit P: B2- East Subdivision "Working Copy"
Exhibit Q: EPA Notice of Completion Mazepah Mine Site
Exhibit R - 2007 Hill Glazier Plan and Approved Volumetrics 4-24-2006
Exhibit S – Admin CUP for Retaining Walls Greater than 6' in height Action Letter 6-18-21
Exhibit T: Admin CUP for Temp. Sales Trailer Approval Letter
Exhibit U: Hales Engineering Sommet Blanc Trip Generation Study
Exhibit V – Preliminary Construction Mitigation Plan
Exhibit W: B2 East Access Easement with Redus Park City re. access to Villas
Exhibit X – Civil Drawings for Mid Mountain Trailhead Parking Lot
Exhibit Y: UDOT Conditional Access Permit for Curb Cut for Villa Units, Roundabout & Ped Crossing
Exhibit Z: Elevation Heat Map
Exhibit 1 – Overall Grading Plan
Exhibit 2: Housing Mitigation Plan
Exhibit 3: Public Comment
Exhibit 4: Guardsman Pass and Mid Mountain Trial Parking Lot Proposal
Exhibit 5: Empire Pass Design Guidelines – Book V
Exhibit 6: Empire Pass Design Review Board Preliminary Approval 6.11.21
Exhibit 7: Empire Pass Design Review Board Preliminary Approval 7.28.21
Exhibit 8: Analysis of Sommet Blanc CUP Hill Glazier Challenges
Exhibit 9: Overall Retaining Wall Plans and Renderings
Exhibit 10: Flagstaff Annexation and Empire Pass Units and Unit Equivalents Analysis Table
Exhibit 12: B2 East Recorded Sewer Access Easement
Exhibit 11: 9.8.21 Height Proposal
Exhibit 13: Arborist Report 10.31.21
Exhibit 14: DV Lucky Jack Tree Island Letter 2021

8.B. Founders Place (formerly Deer Hollow) Parcel 00-0021-01977 - Substantive Master Planned Development Modification and Multi-Unit Dwelling Conditional Use Permit - The Applicant Proposes Constructing 78 Residential Units in Four Buildings for a Ski-In Ski-Out Village Developed in Three Phases in the Recreation Commercial Zoning District in the Deer Crest Area.
(A) Public Hearing; (B) Action
Staff Report
Exhibit A: Draft Final Action Letter

Exhibit B: Applicant's Submittal
Exhibit C: Wasatch County Density Determination
Exhibit D: 1995 Settlement Agreement
Exhibit E: First Amended Wasatch County Density Determination
Exhibit F: First Amendment to the Settlement Agreement
Exhibit G: Ordinance No. 98-53 Annexing 253 Acres of the Deer Crest
Exhibit H: Ordinance No. 98-51 Zoning the Deer Crest Annexation Area
Exhibit I: Deer Hollow Subdivision
Exhibit J: Transportation Demand Management Plan
Exhibit K: Parking Supply Study
Exhibit L: Trip Generation Study
Exhibit M: Third Amendment Settlement Agreement
Exhibit N: Sensitive Lands Analysis
Exhibit O: Draft Housing Mitigation Plan
Exhibit P: Environmental Site Assessment
Exhibit Q: Deer Crest Association Approval
Exhibit R: Deer Crest Interlocal Agreement
Exhibit S: Public Input
Exhibit T: Applicant's Height Memo

8.C. Founders Place (formerly Deer Hollow) Parcel 00-0021-01977 - Subdivision - The Applicant Proposes the Founders Place Subdivision to Create a 6.93-acre Lot 1, a 2.50-acre Lot 2, a 2.93-acre Lot 3, and an 18.88-acre Open Space Parcel for the Founders Place Development, a Ski-In Ski-Out Village in the Deer Crest Master Planned Development. PL-21-04914
(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on January 27, 2021

Founders Place (formerly Deer Hollow) Parcel 00-0021-01977 - Condominium Plat - The Applicant Proposes the Founders Place Phase I Condominium Plat for 32 Residential Units, Four Affordable Employee Units, Amenity Space, and a Pool/Ski Deck. PL-21-05074
(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on January 27, 2021

Staff Report
Exhibit A: Draft Ordinance and Founders Place Subdivision
Attachment 1: Founders Place Subdivision
Exhibit B: Draft Ordinance and Founders Place Phase I Condominium Plat
Attachment 1: Founders Place Phase I Condominium Plat

9.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 validations will be provided for meeting attendees that park in the China Bridge parking structure.**

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
October 27, 2021

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

EX OFFICIO: Gretchen Milliken, Planning Director; John Robertson, City Engineer; Alexandra Ananth, Senior City Planner; Rebecca Ward, Assistant Planning Director; Spencer Cawley, City Planner; Lillian Lederer, Planner I; Makena Hawley, Planner II; Heinrich Deters, Trails & Open Space Program Manager; Mark Harrington, City Attorney

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1. ROLL CALL

Chair Phillips called the meeting to order at approximately 5:50 p.m. He explained that the delayed start time was due to a Commissioner site visit that took place prior to the meeting.

The following written determination was read:

> The Chair issued a written determination that because of the public health emergency, conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may attend in person. This determination is based on the ongoing risks and infection rates statewide and in Summit County. For these reasons, this meeting will be an electronic meeting without an anchor location. Planning Commission members will connect electronically.
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> Public comments will be accepted virtually. 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.

Chair Phillips further discussed the site visit. He reported that the Planning Commission returned from a site visit at 9300 Marsac Avenue. The visit was for informational purposes and discussions were limited to site-specifics. Chair Phillips explained that the item was included as part of the Regular Session agenda.

2. PUBLIC COMMUNICATIONS

Deb Rentfrow stated that after years of inactivity on Development Agreements that were signed over 20 years ago, many developers now wanted to revive those development plans. Park City and Summit County in the 80s and 90s could not have predicted the current situation. She overviewed the ongoing developments at both the City and County level including Snow Park,

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Park City Mountain Resort, and Deer Hollow. Ms. Rentfrow felt it was important to raise the following question with the Planning Commission, City Council, County Planning Department, and County Council who in local government was responsible for ensuring that residents would have adequate water and other natural resources 10 years from now. There was a lot of development in the works and it was important to evaluate natural resources with future planning.

There were no further public communications.

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Gretchen Milliken shared Staff Communications with those present. She reported that the Planning Commission Meetings on November 24, 2021, and December 22, 2021, would not take place. However, Planning Commission Meetings were scheduled for November 10 and 17, 2021, and December 8 and 15, 2021.

Commissioner Van Dine shared a disclosure and stated that she was an employee at Deer Valley Resort for 11 years. She had not been an employee there for the last seven years and no longer had any connection to the resort. Additionally, she noted that she owned a condominium at Lakeside Condominiums in Deer Valley. It would not influence her decision-making.

Commissioner Johnson shared a disclosure and stated that his wife received an annual season pass from Deer Valley Resort and he received one bi-annually through a deal that his father-in-law had worked out with Deer Valley. He was not privy to any of that information and it would not affect his decision-making related to the project. Additionally, he had a disclosure to share about Item 6A. The company he worked for was owned by Western Trust, which also owned Club Lespri. He had no relationship with anyone at Club Lespri or Western Trust.

Commissioner Kenworthy shared a disclosure and stated that he was a landlord for seasonal employees. Deer Valley had a substantial long-term lease with him.

Commissioner Hall shared a disclosure and stated that she was a member of the 1981 Club, which was owned by Deer Valley. It would not impact her decision-making. She also reported that she had used Club Lespri for a rental condominium. Discussions were had about future disclosures. City Attorney, Mark Harrington explained that it was not possible to disclose too often. However, it was up to the Commissioners how often they felt it was necessary. It was most important to disclose at the opening of a public hearing.

4. CONTINUATIONS

A. 3099 Mountain Ridge Court - Plat Amendment - The Applicant Proposes to Amend the Mountain Ridge Subdivision Plat to Modify the Limitations on Maximum Building Square Feet. PL-21-04950.

Chair Phillips reported that there was one continuation on the agenda for a plat amendment.

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

MOTION: Commissioner Thimm moved to CONTINUE 3099 Mountain Ridge Court – Plat Amendment to a date uncertain. Commissioner Van Dine seconded the motion.

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

5. WORK SESSION

A. Deer Hollow Village Parcel 00-0021-01977 – Modification to a Master Planned Development and Conditional Use Permit – The Applicant Proposes Constructing Approximately 350,000 Square Feet with 199,200 Square Feet for 78 Residential Units in Four Buildings, 3,327 Square Feet of Support Commercial, 97,589 Square Feet of Residential Accessory Uses and 45,289 Square Feet for 123 Parking Spaces for a Ski-In Ski-Out Village in Three Phases in the Recreation Commercial Zoning District. PL-21-04917.

Assistant Planning Director, Rebecca Ward, presented the Staff Report and stated that Bill Fiveash with East West Partners and the applicant team was present. The application was submitted as Deer Hollow Village but was now being referred to as Founders Place. She explained that the Work Session discussion had been scheduled to allow for a preliminary review of the project. It would also provide the Planning Commission an opportunity to identify any additional information needed for further project review.

On November 10, 2021, the Planning Commission was scheduled to visit the site at 4:00 p.m. The Commission was also scheduled to determine whether it was a minor or substantive modification to the Master Planned Development ("MPD") that night. The project would be reviewed by the Housing Authority on November 18, 2021 and the project was scheduled for further Commission review on December 8, 2021 and into 2022 as needed.

The proposal was to develop 350,000 square feet with approximately 200,000 square feet for 78 residential units in four buildings. There would be approximately 3,327 square feet of support commercial, 97,589 square-feet of residential accessory uses and 45,289 square feet for 123 parking spaces. Assistant Planning Director Ward explained that the property was located west of Highway 40 and east of The St. Regis. The project was within Park City but was also in Wasatch County. In 1989, there was a Wasatch County Density Determination for the development of the area. That determination acknowledged that it was a great location for recreational amenities in Wasatch County, Summit County, and Park City. However, it was a challenging site and Wasatch County Planning Staff recognized that it would require a high level of focus on areas such as environmental mitigation, vegetation preservation and re-vegetation, site specific design, and aesthetic control.

There were some lawsuits after the density determination and in 1995, there was a settlement agreement with Park City. The property owners outlined parameters for the annexation into Park City, which established 83 multi-unit dwellings at 2,400 square feet per unit, with 60% of dwellings in a Primary Village Structure, four single-family dwellings, 20,000 square foot ski academy, ski chair lift and support commercial with appropriate amenities. Assistant Planning Director Ward reported that there was a 1996 First Amended Density Determination, which was part of the 1995 Settlement Agreement. The amended density determination increased the single-family dwellings to five on site and referred to the multi-unit dwellings as townhouses/cottages, which were not to exceed 2,400 square feet.

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The 1990s capped development to the 83 multi-unit dwellings at 2,400 square feet, which totaled 199,200 square feet. Assistant Planning Director Ward reported that the applicant was still proposing the 199,200 square feet, but several of the units were below 2,400 square feet and several were above. Staff recommended that the applicant provide the gross building volume size comparison with the actual building sizes for the 1990s approval and current proposal. The 1995 Settlement Agreement included a Site Plan exhibit and the applicant proposed modifying the building footprints and road configurations. The 1995 Site Plan exhibit was shared. The applicant had created an exhibit to compared the 1995 Site Plan exhibit to the current proposal.

The MPD criteria required the Planning Commission to determine that the project promoted the use of non-vehicular forms of transportation through design and trail connections. It also required the Commission to determine that road, utility lines and structures were designed to work with the existing grade in order to minimize cuts and fills. Staff had requested that the applicant submit a Sensitive Lands Analysis, which was currently in process.

Assistant Planning Director Ward reported that the 1996 First Amended Density Determination required gable or hip roofs and restricted the top level to no more than 50% of the building footprint. It also capped the vertical walls to no more than three levels in height. Maximum building height in the Recreation Commercial Zoning District was 35-feet, with a five-foot extension for gable and hip roofs. The applicant submittal stated that the buildings would have the appearance of four stories with average heights of finished grade at 54 to 68 feet from the wall base to the roof peak. Additionally, the applicant had created illustrations of the 1995 Site Plan and superimposed the current proposal in order to compare the two.

The Commission could consider increased height for MPD cases based on a site-specific analysis. Assistant Planning Director Ward explained that the applicant must first request the determination. They would then bear the burden of proof that the necessary findings for an increase in height could be made if the Commission found that the proposal met certain criteria. Staff recommended that the applicant submit more information related to the criteria.

Assistant Planning Director Ward reported that the 1995 Settlement Agreement required a permanent disconnection of Keetley Road (now Deer Hollow Road) to prevent vehicular through-traffic in the Deer Crest area from Highway 40 into Park City. The building footprint of what was called the Primary Village Structure was supposed to be partially located within the historic road. In 2017, the Settlement Agreement was amended to remove the requirement. In the 90s, one of the concerns was that developing the area would bring traffic from Highway 40 into Park City. However, the development was gated and as a result, the requirement was removed in 2017. Chair Phillips recalled that item coming through the Planning Commission. Assistant Planning Director Ward confirmed that the Commission had forwarded a positive recommendation at that time and the City Council approved the amendment to the Settlement Agreement.

The applicant proposed changes to the road configuration. Assistant Planning Director Ward reported that access to the main structure had been shifted to the west. The Conditional Use Permit (“CUP”) criteria would require the Commission to consider traffic, emergency vehicle access as well as internal vehicle and pedestrian circulation. The MPD criteria would require the Commission to consider minimizing grading and large retaining structures. It also required utility lines and structures be designed to work with existing grade and to minimize cuts and fills.

Assistant Planning Director Ward noted that the applicant was requesting a reduction in parking. This was unusual for a development in Park City. The 1995 Settlement Agreement established

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that parking would be determined by Wasatch County Officials when they did the Density Determination Amendment. Wasatch County set the number of parking stalls at 166. Under the Land Management Code ("LMC") for parking, the project would require 149 spaces. The applicant had proposed 123. She explained that the Commission could approve reduced parking if the applicant submitted a parking study that showed the uses would overlap, commercial spaces would serve those residing within the project and any other factors that supported the conclusion that the project would generate less parking than what was required. There was a provision in the 1995 Settlement Agreement that stated the parking was to be provided in underground structures below the building footprints. The applicant had proposed shifting some of that parking to the first level.

In terms of support commercial and residential accessory use, Staff found the proposal aligned with the approvals that stated support commercial must be capped at 5%. The applicant had proposed approximately 300 square feet for restaurant and dining and approximately 100,000 square feet for ski lockers, a gym, yoga studio, business center, lobbies and other accessory uses. Staff had requested a Sensitive Land Overlay Analysis and that was in process. Assistant Planning Director Ward explained that Staff had also recommend that the applicant provide a comparison of the building volume from the 90s to the current proposal, that the applicant submit analysis regarding the criteria for changes to height and that the Commission identify any additional information needed for project review.

The applicant, Mr. Fiveash, introduced himself and stated that Anne Mooney from Sparano + Mooney Architecture, Tom Bennett from Ballard Spahr and several other team members were present. Mr. Fiveash reported that East West Partners had been in Park City since 2002. They were primarily condominium developers. East West Partners was working with the land owner of Deer Crest, Deer Crest Associates. Some of the previous Deer Crest Associates work was shared with the Commission. It was noted that Deer Crest Associates had two remaining parcels that were part of the original MPD agreement for Deer Crest. Those two parcels were the Deer Hollow area, which was currently being discussed. They also had additional entitlements down at the base of the Jordanelle Gondola.

Mr. Fiveash explained that East West Partners, Sparano + Mooney Architecture and Ballard Spahr initially sat down to review the goals and objectives of the Park City community. He believed that the proposal was in line with those goals and objectives. Information about the history of Deer Crest was shared. Mr. Fiveash stated that what was allowed to be done on the site was very clear. In the early 1990s, there was litigation between Park City and the land owners of Deer Crest. There were a lot of concerns from Park City, because Deer Crest had an outsized impact on Park City, but was not within the planning jurisdiction. The 1995 Settlement Agreement clearly outlined what was permitted to be built on site and what that process would look like.

One of the most important documents related to the 1995 Settlement Agreement was the 1996 First Amended Density Determination. It clarified some of the items that were important to both Park City and Wasatch County. The two documents together created the MPD that outlined the rights and obligations of both parties in the development of the Deer Hollow area. As soon as the 1996 First Amended Density Determination was done, the land owner was required to vacate the public right-of-way on Keetley Road. It was originally a public road and the idea was that it needed to be vacated and future access needed to be shut down. In 1997, the Settlement Agreement was amended to clarify a few items and move some single-family home sites around.

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Mr. Fiveash reported that in 1998, the Deer Crest Interlocal Agreement occurred. He noted that the area was one of few where Park City resided in Wasatch County. As a result, both the City and County had to agree on the following: who had the public obligations of providing services and who would receive the public tax benefits. When that was arranged and the City and County were able to agree, the land was annexed into Park City in 1998. That included both the hotel site, the Deer Hollow site and approximately 16 home sites at the area, which were now referred to as Snow Top Court. Once the annexation occurred, it was possible to start the development. In 2001, the land owner and a separate developer jointly submitted a CUP application for what became known as the Rosewood CUP application. It proposed a 105-room hotel on the ridgeline. That went through and had been subsequently amended.

As part of one the amendments to the CUP, the Settlement Agreement was amended again in 2001 to move some home sites around. In 2017, the Deer Crest Homeowners Association ("HOA"), Deer Crest Associates and Mr. Bennett submitted an amendment to the Settlement Agreement, which would not require that the site be built in the middle of the road. The original idea was to stop traffic and certain properties would be built on the road. However, it was decided that it was in the best interest to leave the road in the current location in order to maintain safety access and convenient delivery access. The development would rely on the two gates to ensure that it did not turn into a thoroughfare.

After the 2017 Settlement Agreement, East West Partners became involved with the project. They went through and pulled out all of the requirements for the development. For instance, up to 83 residences and support commercial space could be up to 5% of the gross square footage. Mr. Fiveash explained that density for amenities was drafted "as appropriate." There was approximately 20,000 square feet of actual amenities. The 1996 First Amended Density Determination was important for how the buildings would look and how tall they would be. The height in the determination was laid out as 75-feet with a maximum of five levels. The top level could not be more than the 50% of the total building footprint and there could not be vertical walls greater than three levels. On roof forms, it was specifically called out as gable roofs consisting of two incline planes that met at a ridge or sloped to the side wall. Mr. Fiveash also noted that the determination stated the following:

- 60% of the units developed shall be concentrated into a single structure, the Primary Village Structure.

Mr. Fiveash stated that his understanding of that language was that the community did not want to see 83 townhomes all over the side of the hill. The language was written to ensure that there were some condominiums as well. He added that while the documents were very clear about what needed to be done, there was also some flexibility. As far as configuration, there was language to state that a lot of the development sites were still general in nature. Mr. Fiveash reported that there was language that specified that adjustments on multi-family development parcels could not be increased by more than 5%. Additionally, it stated that the developer could reconfigure the building footprint and shapes from those shown on the concept plan. East West Partners had asked Sparano + Mooney to reexamine the original Site Plan to ensure that the land was being treated as respectfully as possible and the best possible project was created.

Information was shared related to parking. Mr. Fiveash explained that the proposal was to drop the parking down to 1.5 spaces per unit. This could be an effective tool to encourage people to use non-personal vehicles for transportation. One of the proposals was for there to be an HOA

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shuttle to try to discourage people from using private vehicles when they wanted to come into town to use the various amenities. This would relieve some of the traffic.

Ms. Mooney shared an overview of the major drivers that had grounded the development of the design. The team took information from the entitlement documents, the Deer Crest Design Guidelines and the Park City LMC. Working within that framework, the team approached the project with the following goals in mind:

- Integrate the architecture and landscape design into the mountain site and work with the existing topography;
- Bring sustainability to the foreground of the project;
- Fold in the history, culture and traditions of Park City, Deer Valley and the region.

The 1995 Site Plan had been analyzed in order to better understand the design and determine the viability of development. Ms. Mooney explained that there were a number of improvements that could be made related to the extent of excavation and site disturbance as well as the retaining walls. Massing was also a concern. The team felt that the sprawling nature was overwhelming and could be improved upon, so the design worked to compress the form and consolidate the impact on the site. That would require less pathways devoted to vehicles, less excavations and less retaining walls. Ms. Mooney noted that the 17 cottages were sprawling and in a heavily wooded area of the site. The design explored better ways to develop those while allowing for more open space on that part of the site.

Ms. Mooney explained that the team used the 1995 site plan for reference, but also considered the constraints that existed on the site. From there, the next generation of the Site Plan was developed. They worked closely with a Civil and Landscape Architecture team to reduce excavation, weave indoor and outdoor spaces through the architecture and maximize open space. An estimated 13 acres of the site could be set aside as dedicated open space. Ms. Mooney noted that parking was contained to an enclosed parking garage that would be stacked below the units.

The project would have very little impact on the closest neighbors. Snow Top Court was 750 feet above the area to the north west, Deer Crest Estates was 18 feet to the south and The St. Regis was 2,500 feet away to the south west. Ms. Mooney overviewed the proposed materials, which included wood siding, board form concrete and standing seam metal. She noted that there would be a lot of articulation in the facades with balconies and an expressive roof line. Landscaping was considered to be a primary building material and the team was looking to incorporate native plants into the plan. Additionally, there were vegetated roofs in the proposal. The intention was to take a balanced and thoughtful approach to architecture.

Mr. Fiveash summarized some of the main points of the proposal. He reported that the proposal met the density requirement, had less than 83 units and less than the total allowed square footage. They were permitted to have up to 9,900 square feet of support commercial, but they had 3,400 square feet. He stated that there were appropriate amenities and the proposal met the employee housing requirement with four units. The heights were under the 75-foot requirements and 50% of the upper floor was set back to create some articulation in the building. 60% of the units were in a single building and less than 5% of the site had changed. The only thing that he was uncertain of was the gable roof. He believed they were gabled, but there were questions about language.

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Commissioner Suesser asked about the grade on either side of the road. Mr. Fiveash explained that there was a slope in both directions. From east to west, there were slopes that ranged from 15 to 30% and the north to south slope was in the 30 to 40% range. Ms. Mooney noted that there was a complex topography to navigate and consider.

Commissioner Thimm believed the reduced footprint and the reduced amount of disturbance proposed would be beneficial. He wanted to see a comparison between the original approval and current proposal as it related to the footprint and site disturbance. This would make it easier for Commissioners to understand the reduction. Commissioner Thimm agreed with Staff recommendation for gross building volume size comparisons. He did not believe there should be more parking than necessary and suggested that a fully vetted parking analysis be conducted to support the reduction in stalls. He felt there should also be a Transportation Demand Management ("TDM") plan conducted and shared.

Commissioner Van Dine expressed concerns about a large retaining wall near the eastern most building around the base. She felt that might need to be reconsidered. Commissioner Van Dine agreed with Commissioner Thimm and believed a parking analysis and TDM would be beneficial. Commissioner Johnson echoed her concerns and wondered how tall the retaining wall would be for the Phase Three building. He looked forward to seeing the Sensitive Lands Analysis. Commissioner Johnson asked about the potential timeline for the project. Mr. Fiveash explained that the goal was to break ground in the spring and have the Phase One buildings completed by Fall 2024. He hoped that the other buildings would be added in the following years, with Phase Two in 2025 and Phase Three in 2026.

Commissioner Hall requested that Assistant Planning Director Ward share the recorded plat and full Exhibit F with Commissioners. She asked whether the item had been noticed to the public. Assistant Planning Director Ward reported that there was public notice given for the Work Session. Ahead of the next meeting, there would be postcards mailed to nearby property owners. However, due to the location of the development, it would not affect many residents. Commissioner Hall believed it was important for the applicant to hear public feedback earlier on in the process. Assistant Planning Director Ward noted that one email comment had been received and would be forwarded to the Planning Commission for review.

Commissioner Hall asked about the need for affordable units within the structure. Assistant Planning Director Ward reported that the applicant was currently in discussions with the Housing Department and they were continuing to work out the housing obligations. That had not been included in the Meeting Materials Packet for the current Planning Commission Meeting, but it would be provided to the Planning Commission to review in future.

Commissioner Thimm mentioned the applicant question regarding the gable roof. He believed the amount of roof that was gabled would be at least 51% and therefore, the dominant portion of the roof would likely be considered a gable form. However, he noted that there were shed roofs on the ends, which were the most visible areas. He wondered whether a more traditional gable form would be appropriate in those locations.

Commissioner Kenworthy wondered why the underground parking requirement had been put in place. Mr. Fiveash was not certain, but believed that underground parking versus surface parking was the subject of debate in the 90s and the language ensured that underground parking was chosen for the project. Commissioner Kenworthy agreed with previous Commissioner comments and felt that a TDM and parking analysis should be prioritized.

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Commissioner Suesser asked whether access to the development would be from Highway 40. Mr. Fiveash reported that the Settlement Agreement allowed access to the site from the Queen Esther Gate and the Highway 40 side. There was also an allowance that stated the garage could be entered from both sides. Commissioner Suesser noted that the 1995 Site Plan included a ski academy proposal. Mr. Fiveash explained that in the second amendment to the Settlement Agreement, the ski academy was moved down to the Jordanelle area.

Chair Phillips agreed with many of the comments shared by Staff and Commissioners. He felt the presentation introduced the project well and thanked Mr. Fiveash, Ms. Mooney and Mr. Bennett for attending the Planning Commission Meeting.

B. Deer Valley Snow Park Proposal - Work Session With A Focus On the Application's Site Design, Density, Building Height and the Transportation and Mobility Hub. PL-21-04811.

Chair Phillips explained that he would still be present at the meeting, but was dealing with some technical issues. He asked Commissioner Suesser to run the meeting until his video worked. Senior City Planner, Alexandra Ananth introduced Gary Horton and Jeremy Searle from WCG. Mr. Searle explained that his work focused on traffic analysis for the site and Mr. Horton focused more on the transit roadway and some of the design elements.

Planner Ananth stated that the Deer Valley Snow Park application was to amend the existing MPD. There was also a CUP for Phase One of the Snow Park Village redevelopment, which included the parking structure, the transit and mobility hub and overall site plan. The current Planning Commission Meeting would focus on the parking and transportation analysis and there would be presentations from both the consulting group and applicant. The next meeting on the Deer Valley Snow Park proposal was scheduled to take place on December 8, 2021 and would begin with a site visit at 4:00 p.m. at the Snow Park parking lot. During the Regular Meeting on that date, the parking and transportation discussions would continue.

Since the last meeting, the applicant had submitted a Parking Analysis, Parking Management Plan and a TDM Plan. This was in addition to the Transportation Analysis that was submitted with the application. Planner Ananth reported that the project was governed by the existing MPD, which was known as the Deer Valley Twelfth Amended and Restated Large Scale MPD Permit, the Park City LMC, the General Plan for the Lower Deer Valley Neighborhood and the Park City adopted Transportation Plans. Planner Ananth overviewed the adopted Transportation Plans:

- Complete Streets Resolution, adopted 2018;
- Transportation Demand Management Plan, adopted 2016;
- Traffic and Transportation Master Plan, adopted 2011;
- Vision 2020 Transportation Innovation Pillar.

Planner Ananth explained that a lot of what the adopted Transportation Plans focused on was the modal priority for decision making. This gave higher priority to active transportation (pedestrians and bicyclists) and transit instead of general-purpose parking and traffic. The Lower Deer Valley Neighborhood Plan noted that traffic flows in out Deer Valley were a priority along with alternative modes of transportation being included in development plans. She explained that the City was looking to prioritize transit with dedicated bus lanes wherever possible. Staff would meet with the

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applicant next week to look at the right-of-way and the potential for bus-only lanes in and out of the Deer Valley Snow Park area.

Other areas of concern for the Planning and Engineering Divisions were:

- Mitigation for the increased traffic on Deer Valley Drive East;
- The number of curb cuts, entrances and exits to the proposed garage, which could interrupt the active transportation infrastructure;
- Provide the right amount of parking and not oversupply parking;
- Improve the TDM to ensure a modal shift to transit was prioritized.

The applicant looked at three intersections when reviewing the area: the Deer Valley Drive Y intersection, Marsac Roundabout and Deer Valley Drive/Bonanza Drive. There was some congestion at the Deer Valley Y intersection, but the other intersections were managing well. The applicant proposed a realignment of the Deer Valley Y intersection as well as a potential signal to improve traffic in that area. The Planning Department wanted to note that although the applicant studied the three intersections, they did not look at the Deer Valley Drive/224 intersection or the Bonanza Drive/248 intersection. She explained that those areas were where the bottlenecks occurred. Staff was concerned that without consideration of those intersections, the analysis may not be completely accurate. They had asked the Deer Valley transportation consultants to go back and focus on those areas in future.

Planner Ananth shared a slide to illustrate how the applicant proposed to change the Deer Valley Y intersection. The goal was to direct vehicles down towards Deer Valley Drive East as opposed to Deer Valley Drive West. The roadway would be expanded and there would be pedestrian improvements. However, Staff wanted to hear more about what that would mean for Deer Valley Drive East and whether additional mitigation efforts would be needed. Staff also wanted to understand how the location of the mobility hub was chosen. It was located off of Doe Pass Road at the backend of the Snow Park parking garage as opposed to the front end. In addition, Staff wanted to learn more about possible dedicated bus lanes.

The entrances and exits into the garage were discussed. Planner Ananth noted that they all impacted the proposed sidewalks around the site. Staff had asked the applicant to look at that further. Each of the garage levels was independent to one another and one suggestion was to combine two of the levels to reduce some of the access points. They were interested in reducing some of the access points off of Doe Pass Road so there was no interference with the transit and mobility hub. Planner Ananth addressed parking and explained that the LMC had a list of requirements for the off-street parking spaces that the applicant had proposed to waive. She noted that the LMC required 2,262 parking stalls for all three phases of the site, but the applicant had proposed 1,800. The commercial uses were complimentary to the ski resort and the timing and use of the event center could be controlled and conditioned. The Planning Department was fairly supportive of the proposed parking reduction.

Planner Ananth explained that the proposal would remove the overflow parking that happened on Deer Valley Drive East on 10% of ski days per season as the applicant would increase the amount of day skier parking from what currently existed. The implementation of paid parking and the TDM plan made the proposed parking reduction reasonable. She noted that the applicant had not proposed to rely on City infrastructure in order to justify the 20% parking reduction. Staff was concerned that the applicant not overpark the site, as more parking would equal more traffic.

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Mr. Searle reported that WCG was asked to review various submittals from the Deer Valley team, such as the traffic analysis, parking analysis, transit and mobility hub documents, turning radius documents and the TDM. The review was done with the Park City priorities in mind and there was a focus on active transportation and transit. For each of the documents, a review memo was shared with the Deer Valley project team. It included detailed comments, which were later discussed with the team in more detail. The intention was to share an overview of the potential areas of concern with the Planning Commission for consideration.

The traffic analysis was discussed first. Mr. Searle noted that while three intersections were examined, some other important intersections were not. Additionally, the analysis did not look at the internal circulation, such as drop offs, the mobility hub and hotel traffic. There would be a lot happening in and around the site and it was important to determine that the site functioned well. Mr. Searle explained that there were also comments related to the trip reductions assumed in the traffic analysis. They were not opposed to the trip reductions, but requested detailed information to ensure that the numbers presented were actually achievable. The review memo also included comments related to the trip distribution for analysis. Origin destination data was included, but there were some inconsistencies between that data and how the trips from the project were assigned from the roadway network. They had asked the applicant to double check the information and ensure that it was analyzed correctly.

WCG also requested additional information about the existing transit usage as well as what types of improvements would be implemented. It was important to ensure that the transit first policy was a primary focus. The plans they had seen incorporated transit, but did not seem to have it as a high priority. Mr. Searle also addressed the shift of traffic on Deer Valley Drive. The project team expected to shift traffic from Deer Valley Drive West to Deer Valley Drive East. He explained that the existing AM peak hour traffic on Deer Valley Drive East was 355 vehicles. The existing PM peak hour traffic on Deer Valley Drive East was 642 vehicles. With the proposed shift in traffic, the AM peak hour traffic would increase to 1,000 vehicles and the PM peak house traffic would increase to 1,300 vehicles. There could be roadway and access point issues along Deer Valley Drive East as the result of that shift. Additional clarity was needed to determine whether mitigation efforts would be put in place.

Commissioner Suesser wondered whether an analysis was done on Deer Valley Drive West as well. Mr. Searle noted that all of the traffic currently on the road would be shifted over to Deer Valley Drive East and there would be a reduction in cars on Deer Valley Drive West. Commissioner Van Dine wondered whether there would be an impact on traffic due to the increased number of restaurants and amenities. Mr. Searle confirmed this and stated that the intent was to spread out the traffic. Those restaurants and amenities were part of the rationale for the proposed parking reductions. Commissioner Suesser noted that the applicant wanted to encourage transit first. She asked if there had been an analysis of the remote parking availability in order to support that modal shift. Mr. Searle explained that there had been a request for more information related to that shift in the review memo.

Commissioner Kenworthy noted that the vast majority of people in Park City agreed with a transit first approach, but there needed to be a clear plan. Mr. Searle stated that a comprehensive evaluation and a coordinated effort would be needed. It was important that a solid transit plan was in place. Commissioner Kenworthy referenced a comment in the review memo, which stated that many of the Deer Valley clients were wealthy and there needed to be an incentive for those

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clients to switch to transit. Mr. Searle commented that additional information was needed related to the paid parking system and how transit would be made more convenient.

Commissioner Suesser noted that Staff was concerned about providing too much parking. She believed that if a parking spot was available, there would be visitors willing to pay for that spot. A further reduction in parking may be appropriate to discourage people from driving. Commissioner Van Dine agreed that convenience would be a key factor for transit use. She wondered whether WCG had any strategies that they were working on related to that. Mr. Searle clarified that they had provided comments and suggestions to the applicant, but there was no final plan in place. He noted that dedicated bus lanes, transit signal priority for buses at key intersections, making sure the mobility hub on site functioned well and seamless transfers would all be considered.

Mr. Searle shared comments related to active transportation. The traffic analysis assumed high vehicle reductions due to the different mode choices, which included active transportation. It was important to make sure that the reductions were reasonable and there were good facilities and amenities in place to ensure that visitors were able to walk or ride their bicycles to the destination. A full active transportation plan had been requested. WCG had also requested that the Deer Valley team identify all of the active transportation crossing and conflict points as well as identify mitigation measures to ensure safety. They also requested that there was a clear plan to determine how the active transportation routes would be safe and useful during the winter months.

Mr. Horton reported that WCG had provided a concept for the applicant to consider for transit prioritization. It included the addition of a single transit only lane from the Deer Valley Y intersection. Additionally, the Deer Valley Y intersection would have transit signal prioritization. Another suggestion was made for access points into the parking lots from Doe Pass Road. Mr. Horton explained that the idea was to remove those access points due to conflicts and potential delays for transit. Some additional possibilities were shared with the Planning Commission. For instance, there could be a one-way loop, with one lane for transit and one lane for personal vehicles. The transit hubs could also be relocated to more ideal locations for transit riders. Additionally, bus stops could be added along the loop.

Mr. Horton shared two potential ideas for consideration as it related to transit: the in-lane idea and the bus pull-out idea. The in-lane idea would involve the bus staying in one lane and allowing riders to get on and off. Vehicles would stay behind the bus and the bus would not lose a spot in line. That would make transit the highest priority and would discourage the use of vehicles as personal vehicles would have to wait behind buses. The bus pull-out idea would use a signal to allow buses to pull back into traffic without having to wait for there to be a gap in traffic in order to do so. The suggestions had been shared with the applicant.

Commissioner Thimm believed the in-lane concept could encourage visitors to take transit and wondered if there were examples elsewhere where that type of concept had been implemented. Mr. Horton noted that WCG would look into that further. Commissioner Thimm asked for a WCG recommendation about how far the curb cuts should be from the mobility hub. Mr. Searle noted that the access was almost adjacent to the mobility hub, which was problematic. The intention was to remove accesses off of Doe Pass Road. However, the parking garage still needed to be accessible. Those details were being worked through with the applicant.

Commissioner Hall asked for additional data related to neighborhood traffic delays on high transit ridership days. City Engineer, John Robertson stated that Staff could look into how increased ridership would impact the neighborhood traffic. Planner Ananth was not sure whether that type

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of data was collected. She believed there would be data about buses loading and unloading passengers, but not necessarily about the vehicle delays behind the buses.

Commissioner Kenworthy asked about the one-way loop suggestion. Mr. Searle clarified that the applicant proposal did not include a loop. It would have Deer Valley Drive West dead end and a gate would prevent visitors from going too far down the road. They assumed that 80% of the traffic would enter from Deer Valley Drive East. Commissioner Kenworthy asked for further details about the WCG proposed one-way loop. Mr. Horton stated that the one-way loop would make ins and outs to the accesses smoother and easier as there would be less conflicts.

Chair Phillips noted that the one-way loop had been proposed by WCG for brainstorming. He felt it would be best to wait until the Deer Valley team had considered the idea further. It did not make sense to spend too much time focusing on the suggestion at the current time. Chair Phillips asked about potential unintended impacts caused by the bus signal. For instance, backups from lower Deer Valley Drive to the roundabout. Mr. Horton explained that they had not looked into that yet, but felt that with the 5-to-10-minute gaps between buses, that risk would be low. Discussions were had about incentivizing transit. Chair Phillips felt that the closer visitors were dropped off to the lift, the more attractive transit would be. Mr. Searle agreed and stated that those comments had been shared in the review memo. It was important to make transit usage convenient.

Mr. Horton reported that WCG also reviewed the mobility hub and turning radius. There were a few items on the applicant submission that created issues. For instance, the fact that the turning radiuses of the buses conflicted with other turning movements. Those issues had been highlighted for the applicant and the applicant would make corrections as needed. Mr. Searle stated that WCG also reviewed the TDM plan and additional detail was requested on the concept level initiatives that were proposed. They recommended that there be an ongoing monitoring system to ensure that the initiatives ran successfully. There were also additional ideas for applicant consideration, which included the following:

- Work with hotels and overnight stay locations to improve messaging related to vehicle-optional vacations;
- Focus on employee education so employees are able to share transportation information and options with guests;
- Expand the e-bike share system;
- Focus on transit convenience.

Peter Pillman from IBI Group explained that due to time constraints, some of his presentation may be differed to a future meeting. IBI Group was excited to work with WCG and review the concepts that they had proposed. Snow Park Project Manager, Rich Wagner reported that the Deer Valley team had been focused on community outreach for the last six to eight months. They reached out to over 300 community member groups and organizations to gather as much feedback and information as possible. What made sense had been implemented into the Site Plan. Mr. Wagner stated that there was a balancing act between the input, the various goals and the desires of Deer Valley Resort. The Site Plan was not perfect for every scenario, but it was balanced. Once one item was tweaked, it would impact the effectiveness of the overall plan. He noted that all of the Planning Commission Meetings to date had been informational. In future, he asked that there be a more actionable approach taken. For instance, determining the location of the mobility hub. If that needed to be moved, he needed to know sooner rather than later. Chair Phillips understood and appreciated that the Deer Valley team had been working with the Commission.

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Steven Issowits from Deer Valley Resort stated that the intention was to move towards a transit focused planning process. However, there were several other factors outside of Deer Valley control to consider. He appreciated the comments made by WCG, but added that there was a balancing act to consider. Mr. Issowits explained that the Deer Valley team had shown how they suggested prioritizing transit and how the transit center would be improved. He addressed the WCG in-lane concept and noted that he did not see that occurring as it would likely cause major traffic backups behind the buses. It would be possible to look at other locations for bus drop-offs.

Chair Phillips noted that the Deer Valley team and WCG had not had an opportunity to have a full discussion related to the review memos and the WCG suggestions made. He trusted that those discussions would take place. Chair Phillips felt that the comments related to balance made sense and there was a lot to consider. Given the time constraints of the current meeting, he did not believe there would be an opportunity for public comments.

Mr. Wagner reported that there had been discussions with the Fire Marshal and there would be emergency access through the village. It would be cleared during the winter. He noted that some paver elements would need to be expanded and approximately 50-feet of the ski beach would be lost, but it was the only way to achieve a loop system in that location. There would still be a decent ski beach. Mr. Pillman felt that some of the issues needed to be discussed further with WCG. The Planning Commission site visit was scheduled to take place on December 8, 2021 and it would be possible to spend time at the Planning Commission Meeting that same evening to answer outstanding some questions.

David Nicholas from IBI Group explained that they had been regularly updating and reprising the active transportation plan. They wanted to make sure complete street applications were implemented. In addition, they had looked at the existing curb cuts, the connections of trail systems and the addition of bicycle parking. He stressed the importance of signage and wayfinding in the area. Jon Nepstad from Fehr & Peers added that Fehr & Peers also had a fair amount of work in progress, including the traffic simulations that the Commission would see in future. There would be a meeting the following week with Staff and City consultants to discuss those traffic simulations in person. Chair Phillips appreciated the work that was being done.

It was noted that there had been some questions related to the location of the mobility hub. There was a long period of time between the current Planning Commission Meeting and the December 8, 2021 meeting. It may be beneficial to discuss the mobility hub location prior to that date. Planner Ananth stated that she could share updates with the Commission about the discussions between Staff and the applicant. She pointed out that there were only two meetings in November, because of the Thanksgiving holiday. Mr. Wagner stressed the importance of a focused meeting where the placement of the mobility hub could be confirmed.

Engineer Robertson explained that the placement of the mobility hub would be the first discussion item during the scheduled meeting with the Deer Valley team and Fehr & Peers. He believed that WCG had asked for further clarification, information and data about the proposed mobility hub location. He noted that transit needed to be the main priority.

Commissioner Suesser liked the proposed one-way loop underneath the ski beach. However, she did not think that the mobility hub needed to move. She shared possible traffic flow options. Commissioner Van Dine preferred the initial Deer Valley plan to some of the WCG suggestions. For instance, she did not like the idea of buses stopping in the middle of the street. She also felt

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that the mobility hub should stay in the proposed location. Commissioner Johnson believed the mobility hub was in a good location, but he appreciated the questions that WCG was asking Deer Valley. He looked forward to hearing more after their discussions took place.

6. REGULAR SESSION

A. 1765 Sidewinder Drive - Plat Amendment - The Applicant Proposes to Re-plat the Second Floor of a Mixed-Use Building from Six Residential Units to One Residential Unit. PL-21-04981.

Planner I, Lillian Lederer, shared the Staff Report and stated that the item was for a plat amendment for Club Lespri Condominium. The applicant, Dave Johnson, was present to answer Commissioner questions. Planner Lederer reported that the property was located at 1765 Sidewinder Drive in the General Commercial (GC) Zone. The applicant proposed to amend the Club Lespri plat and replat the second floor of the mixed-use building from six residential units to one residential unit. The proposal complied with the LMC Chapter 15-2.18. There were no exterior alterations proposed and the existing building complied with lot size, height and width requirements as well as front, side and rear setbacks.

The applicant needed to show that the combination of units would not:

- Impair the structural integrity or mechanical systems of the building or units;
- Reduce the support of any portion of the common areas and facilities or another unit;
- Constitute a violation of Utah Code Section 10-9a-608;
- Violate any section of the International Building Code.

Planner Lederer reported that the applicant had provided a Structural Engineer Report to show that the combination of uses would not affect the integrity of the building. That was Exhibit G in the Staff Report. The proposal complied with LMC 15-3-6, Parking Ratio Requirements For Specific Land Use Categories. Since it was a unit combination, the required parking was reduced from six space to two spaces. The Development Review Committee had reviewed the application on October 5, 2021 and there were no issues raised. No public comments were received for the item, but one clarification about the plat amendment had been requested.

Staff found that the proposal complied with the General Commercial (GC) Zone requirements, the general subdivision requirements and the parking ratio requirements, as outlined and conditioned in the Staff Report. As a result, Staff recommended that the Planning Commission hold a public hearing and consider forwarding a positive recommendation for City Council consideration on November 11, 2021.

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

MOTION: Commissioner Suesser moved to APPROVE the Plat Amendment for Club Lespri Condominiums at 1765 Sidewinder Drive, based on the following:

Findings of Fact

1. The proposed condominium is located in the General Commercial (GC) Zone.

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2. The structure was originally approved as a hotel, which is an approved use in the General Commercial (GC) Zone and received a Building Permit on September 28, 2000.

3. The Planning Commission granted a Conditional Use Permit for a timeshare for the building on July 11, 2001.

4. The Planning Commission forwarded a positive recommendation to the City Council for the Condominium Conversion on June 26, 2002.

5. The structure is a 9,031 square foot building constructed on a 4,550 square foot lot with 10 units.

6. Parking for the structure is provided by the Prospector Square Subdivision common parking lots.

7. The maximum height for the General Commercial (GC) Zone is 35-feet above grade.

8. Building setbacks for the Prospector Square Subdivision are zero (0).

9. The proposed plat changes the type of ownership of this property to condominium ownership.

10. The Park City Land Management Code and General Plan allow condominium conversions to commercial buildings in the General Commercial (GC) Zone when all minimum code requirements are met.

11. The applicant abandons the July 11, 2002 Planning Commission CUP approval for a timeshare use.

12. The applicant stipulates to all Conditions of Approval.

Conclusions of Law

1. This approval as conditioned is consistent with the requirements of Section 15.7 of the Land Management Code as well as the General Plan.

2. This approval as conditioned does not adversely affect the health, safety, or welfare of the citizens of Park City.

3. Neither the public nor any person will be materially injured by this plat amendment.

4. There is good cause for this condominium plat.

5. The plat is consistent with the Park City Land Management Code and applicable State Laws regarding condominium plats.

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Conditions of Approval

1. All standard conditions of project approval shall apply to this project.

2. This approval shall render the July 11, 2001 CUP approval for a timeshare null and void.

3. No changes to the building (as approved by the Community Development Department on September 28, 2000) are approved as part of this application.

4. The condominium record of survey play shall not be recorded until all issues pertaining to water, sewer and other utilities are fully resolved with the City Engineer and Chief Building Official.

5. This approval shall expire one year from the date of City Council approval, unless this condominium plat is recorded prior to that date.

6. The City Attorney and City Engineer's review and approval of the condominium plat and CC&R's for compliance with the Land Management Code, State Law and conditions of approval, is a condition precedent to recording the plat.

Commissioner Johnson seconded the motion.

VOTE: Commissioner Johnson-Aye; Commissioner Van Dine- Aye; Commissioner Hall-Aye; Commissioner Suesser-Aye, Kenworthy-Aye, Commissioner Thimm-Aye. The motion passed with the unanimous consent of the Commission.

B. 9300 Marsac Ave (Sommet Blanc/B2East Parcel) - Applicant is Requesting a Conditional Use Permit and Amendments to the Approved Master Planned Development and Flagstaff Development Agreement for Proposed Development of 43 Residential Units Above Underground Parking, 4 Townhome Villas within 2 Duplexes on the North-Eastern Portion of the Site, a 3,600-Square-Foot Public Restaurant and a Detached Ancillary Ski Locker Building. PL-21-04771 & PL-20-04702.

Planner II, Makena Hawley, presented the Staff Report and stated that the item was for an amendment to the 2007 Pod B2, Empire Pass MPD, an amendment to the 2007 Flagstaff Development Agreement and a CUP for the Empire Pass Pod B2 East, Sommet Blanc Residences. Planner Hawley reported that the property was located at 9300 Marsac Avenue and it was adjacent to the Deer Valley Empire Day Lodge and the Montage Deer Valley. It was located in the Residential Development (RD) Zone and was governed by the 2007 Flagstaff Development Agreement. The lot was signified as a developable lot in the agreement and there had been several temporary sales structures placed on it over the years. It was once the location of the Mazepah Mine Shaft, but that had been closed and covered. Subsequent mine remediation had taken place on the lot. During the agreement in the MPD planning, B2East had been granted certain exceptions and limitations on the lot, which included, but were not limited to:

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- Design guidelines;
- Previously approved volumetrics in heights, including the Hill-Glazier Plan;
- The maximum amount of Planned Unit Development ("PUD") units.

The applicant proposed Sommet Blanc residences, which included three condominium buildings, with 43 residential units above underground parking. It would include a 3,600 square foot public restaurant, four townhome villas within two duplex buildings and a detached ancillary ski locker building. Planner Hawley explained that the proposal was being reviewed because in the Residential Development (RD) Zone, a multi-unit dwelling was a Conditional Use. Additionally, the 2007 Flagstaff Development Agreement required an amendment to the design guidelines and the number of PUD units. The MPD required Condition of Approval #1 and #2 to be modified.

Planner Hawley stated that the 2007 Flagstaff Development Agreement would look at a change to the maximum density. The design guidelines would be specific to the B2East property and would not change the design guidelines for Empire Pass. For Condition of Approval #2, the height exception granted in 2007 was a maximum of 82-feet. However, for building C, the applicant had requested a maximum of 92-feet. Staff found there was compliance with the CUP criteria. Additionally, the amendment requests and modifications to the MPD and Development Agreement could be mitigated appropriately.

The previously approved volumetrics were evaluated under the Hill-Glazier Plan, which set the unit equivalents and residential square footage. It also set a number of required affordable units and the amount of resort support commercial square footage. Sommet Blanc requested the same amount of square footage and equivalent units, additional affordable units, four additional PUD units and an additional drive. While the footprint was similar, the layouts were different, with the Hill-Glazier Plan being connected and leaning towards the southern corner of the lot. Alternatively, the Sommet Blanc proposal was more separated, with PUD units and a drive leading to those units. It also leaned towards the north on the hill instead. The proposal complied with the unit equivalents, but the height and PUD units would require amendments to the 2007 Pod B2, Empire Pass MPD and 2007 Flagstaff Development Agreement.

The Site Plan was similar to the volumetrics. The current proposal was more broken up and there was an additional drive. Planner Hawley reported that it still met the Residential Development (RD) Zone setbacks and the volumetrics and Site Plan would require amendments. The building height was discussed. She explained that in the 2007 Pod B2, Empire Pass MPD, a Condition of Approval allowed an 82-foot maximum over benchmark grade. However, the Sommet Blanc proposal asked for a 10-foot exemption on Building C in order to step the buildings down towards Empire Day Lodge. An increase to building height could be made with a site-specific analysis and an amendment to that Condition of Approval.

Staff recommended that the Planning Commission hold a public hearing and consider an amendment to the 2007 Pod B2, Empire Pass MPD, an amendment to the 2007 Flagstaff Development Agreement and a CUP for the Empire Pass Pod B2 East, Sommet Blanc Residences, according to the Findings of Facts, Conclusions of Law and Conditions of Approval as outlined in the Draft Final Action Letter.

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The applicant representatives, Douglas Ogilvy and Hannah Tyler, were present at the meeting. Mr. Ogilvy noted that there had been some comments made during the site visit before the Planning Commission Meeting related to Twisted Branch Road. However, the applicant for Sommet Blanc had no ownership or control over that road and there was no basis for a Condition of Approval on the Sommet Blanc site related to Twisted Branch Road access.

Mr. Ogilvy also pointed out that there had been discussions related to the Mid Mountain Trailhead parking lot. They would improve the parking lot if desired by the Planning Commission, but he requested that there be a Condition of Approval that parking lot improvements be subject to further review and study. Mr. Ogilvy shared a slide presentation with the Commission. It included a project rendering, an aerial view of the site, the Site Plan and several images for context. He noted that coming down the ski side, there was a tree island on Deer Valley property that was adjacent to Building C. There may be an opportunity to maintain that tree island, but it would need to be reviewed with Deer Valley. The property line was discussed. Mr. Ogilvy reported that a 20-foot easement had been granted to Deer Valley to widen the ski trail and an additional 20-foot buffer easement was granted as a safety zone. Under the terms of those easements, they were unable to put any hardscape or landscape improvements that Deer Valley deemed could be dangerous to skiers. Mr. Ogilvy added that there were opportunities for tree preservation.

There was a previous request to look into the affordable housing offering. Mr. Ogilvy stated that Building A and Building B had some units that would be owned by the HOA and Building C would have four studio units. Building heights were discussed. Building A and Building B were six stories with no roof above and Building C was seven stories with no roof above. The majority of Empire Pass had seven story buildings from grade with a roof element above. Mr. Ogilvy shared height comparisons with other buildings. He felt the proposed height changes were reasonable.

Mr. Ogilvy discussed the Mid Mountain Trail area. He reported that Utah Department of Transportation ("UDOT") had approved the pedestrian crossing at the Twisted Branch Road access point. He felt the traffic counts at Mid Mountain Trail were high enough that UDOT was likely to approve the addition of a striped crosswalk. Regardless of what happened with the parking lot, the proposal was to reroute the trail in that area and add in a kiosk and restroom. The parking lot plan was shared with the Commission. Park City Municipal Corporation managed the parking lot and the applicant had offered to make certain improvements. Mr. Ogilvy noted that they were happy to maintain the commitment to finance and complete the improvements to the parking lot, pending resolution on the desired direction.

Chair Phillips did not believe the item would be voted on during the current Planning Commission Meeting. At the last meeting, he had requested information regarding cross sections for the PUD. He wanted to understand the reason for the additional height request. Commissioner Thimm stated that this was the first noticed public hearing on the item and it was important to give as much time as possible to the public. He wondered what the proposed height was for Building C, as documents referenced both 92-feet and 94-feet. Mr. Ogilvy clarified that it was 94-feet.

Commissioner Johnson commented that it appeared that excavation had already started on the furthest corner on Building C. He wondered whether that was based off of the administrative approval for the sewer line switch. Commissioner Kenworthy asked how Sommet Blanc would prevent guests and visitors from using the parking at the Mid Mountain Trailhead. Mr. Ogilvy reported that the villa units each had a double garage with apron parking for two cars directly in front. There was also some apron parking next to the amenity building. If someone had guests visiting the villas, there would be visitor parking available within the upper driveway area.

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Commissioner Suesser stated that based on the presentation and viewing the site, she recommended the proposed parking improvements not be made. It would be more limiting to some of the winter parking and would not provide significant additional safety. She was also concerned about the excavation and 10-foot retaining wall that would be needed and felt it detracted from the environment. With regard to the site, she approved of the architecture, layout and requested building heights. However, she objected to the addition of the upper roadway and the clearing that would be necessary for the villas and the extended driveway to the amenity building. That was a departure from the previously approved plan and she felt it would cause too much destruction to the natural environment.

Chair Phillips opened the public hearing.

Angela Moschetta explained that she attended the site visit earlier in the evening. She was not against growth, but believed in smart growth. She noted that the Brighton Estates residents had concerns about the uses in the area. Ms. Moschetta stated that a question was asked at the site visit about the purpose of the changes to the parking lot. It seemed that the intention was to increase usage. She also had a question about the retaining walls. She wondered whether there were height limitations that would determine whether it required an administrative permit.

Paul Astorga expressed concerns related to the parking lot. Some people at the site visit did not want to see a berm or guard rail put in as it would limit larger vehicles or trailers being able to maneuver in and out of the lot. Additionally, it would be difficult for larger vehicles to turn around or for snow plowing to be done in the winter. The parking lot being set back further than it currently was would likely add to safety, but it was important that it remained accessible.

There were no further comments. The public hearing was closed.

Commissioner Suesser shared a suggestion related to Twisted Branch Road. Since the builder had a relationship with the owner of Twisted Branch Road, it may be possible to provide access to the villas off of that road rather than building another roadway in the area.

Trails & Open Space Program Manager, Heinrich Deters, discussed the intention of the parking lot. He noted that Mid Mountain Trailhead was a public trailhead that accessed the Mid Mountain Trail. The purpose of the parking lot improvements was to provide that public access. Mr. Deters reminded the Planning Commission that in an early meeting associated with the project, Commissioners identified the need for safety improvements in that area. He had worked with the developer to consult with several engineers and UDOT. The different entities felt that safety would be improved by moving vehicles further back from the road, so vehicles were not backing into the actual driving lanes. The addition of restrooms and a kiosk would be a positive community benefit. Mr. Deters noted that some concerns had been expressed about the berm. He could consult with engineers about other possibilities. He felt it was a good project and there was an opportunity for the developer to provide a public amenity that would benefit the community.

Commissioner Thimm asked how many stalls were currently in the parking lot. Mr. Deters reported that there were currently 25 parking stalls and the new layout would have 29 parking stalls. It would be a modest improvement. Commissioner Thimm felt that creating safe traffic conditions had to do with reducing conflicts. The conflicts would be reduced with the new layout. While he understood that there were some concerns about being able to park trailers, in general, it seemed that the proposed solution was superior to the existing condition.

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Chair Phillips felt there needed to be more discussions about the parking lot in order to weigh the pros and cons. He understood the argument for public safety and noted that there would be improvements in that area. However, it was important to further discuss potential negative impacts, such as trailer access and vegetation loss.

Commissioner Thimm wondered whether it might be better to separate the parking lot from the rest of the proposal in order to move forward. Commissioner Suesser noted that the Commission wanted to make the parking lot a Condition of Approval on the development. Chair Phillips believed there was still time to reach consensus on the issue before the item was voted on. Commissioner Van Dine noted that the applicant had stated they were willing to have a Condition of Approval related to the parking lot. She did not necessarily believe that it made sense to hold up the application for further parking lot discussions. Commissioner Van Dine supported the proposed changes to the parking lot and felt it would be a significant improvement.

Commissioner Suesser felt it was important to think about snow plows in the area. A berm, hard curb or fence would restrict or limit plowing to some extent. That was a limitation the Commission may not want to impose in the area. Commissioner Johnson felt that the parking lot worked for summer usage, but the winter usage was a concern. He asked for additional information about the Brighton Estates usage of the parking lot. Mr. Deters explained that information related to Brighton Estates should come from the Brighton Estates HOA. In terms of the parking lot, making the area safter with better amenities for users would be positive for the community.

Commissioner Johnson wondered whether snowmobiling was permitted on the City-owned property in Bonanza Flats. Mr. Deters denied this. Commissioner Suesser believed it was permitted in order for residents to access their cabins and for transportation purposes. Mr. Deters explained that during the winter season, it was difficult to plow certain sections of Guardsman Pass. There was an agreement in place that residents could use a snowmobile to ride across the property for access. There was a 25-to-30-foot-wide path with a rope line for designated use in one specific area of the property.

Commissioner Suesser wondered whether the Mid Mountain Trail would still be rerouted if the villas were not being put in. Mr. Deters explained that the alignment worked, but what was proposed was an improvement. He would not actively change the alignment if someone else was not going to pay for it as it was not a current priority. Commissioner Kenworthy asked Mr. Deters to look into how the parking lot could work for visitors with trailers. Mr. Deters stated that Staff could ask engineers to look into the turning radiuses. Commissioner Suesser added that additional information was needed about the winter conditions.

Commissioner Hall mentioned a comment made during the public comment period about retaining walls. Ms. Milliken explained that any retaining wall over 6-feet would be an administrative CUP. Chair Phillips noted that the retaining walls that were currently being put in place had been done through an administrative CUP. He wondered whether the sewer line was being installed up the center of the main drive. Ms. Milliken reported that there was a sewer going in below the retaining walls. Chair Phillips gathered from the site visit that the sewer was being put in under the main drive and that the retaining walls needed to be there to accommodate the project. He pointed out that the developer had spent a lot of money at their risk for something that may not be approved. It put everyone in a difficult position. Ms. Milliken clarified that the sewer line would also service the restaurant further up the hill. The sewer line could still go in whether or not the item was approved. Chair Phillips noted that it appeared the back corner of Building C had been somewhat

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excavated, which was not necessary for the sewer. It was frustrating to see so much work being done on the site before the project had been approved.

Commissioner Thimm reiterated that it was important for all of the documents to be consistent and that they state 94-feet instead of 92-feet. He wondered whether it would be possible to see a cross section that outlined the areas of disturbance or an analysis about how to disturb as little as possible. Chair Phillips asked for more information about the building height. He wanted to see basic dimensions of the heights (floor to floor and floor to ceiling) in order to better understand the need for additional height. Mr. Ogilvy shared a slide related to that request and overviewed some of the information. While some of the proposed buildings were taller than those in Empire Pass, the roofline was below Twisted Branch Road. There would not be much of an impact on neighbors. The additional height would enable the development to have three story buildings, which would reduce the footprint. He explained that when the proposal went from five units to three units, it became a wider and shallower unit, which also reduced the disturbance.

Chair Phillips asked that additional information about heights be shared at the next Planning Commission Meeting on the item. His concern was that from below, the buildings would tower above the roundabout as a visitor approached that section. Commissioner Suesser asked about the dimensions of the ski locker building. It was noted that the information would be available at a future meeting. Commissioner Thimm stated that the height of the buildings did not concern him as much as the area disturbance. He asked that information related to area disturbance be prepared ahead of the next meeting on the item. Planner Hawley noted that the item could be tabled until the December 8, 2021 Planning Commission Meeting.

Mr. Ogilvy discussed the Hill-Glazier Plan. He also explained that they had not started excavation on Building C. Some soil tests were conducted within the building footprint of proposed Building C and within the footprint of the proposed villas in the Hill-Glazier Plan. Mr. Ogilvy acknowledged the comments made by Commissioners about additional information and stated that he would bring that information to the meeting on the item. He stated that they were willing to improve the parking lot if there was a consensus about what improvements should be made. He suggested that perhaps parallel parking in the winter could be eliminated and 90-degree parking could be done on the back side of the lot to potentially alleviate concerns about backing up a trailer. There were several options to consider as the project moved forward.

MOTION: Commissioner Thimm moved to CONTINUE the Sommet Blanc/B2East Parcel Conditional Use Permit and Amendments to the December 8, 2021, Planning Commission Meeting. Commissioner Suesser seconded the motion.

VOTE: Commissioner Johnson-Aye; Commissioner Hall-Aye; Commissioner Suesser-Aye, Kenworthy-Aye, Commissioner Van Dine-Aye; Commissioner Thimm-Aye. The motion passed with the unanimous consent of the Commission.

7. ADJOURN

MOTION: Commissioner Suesser moved to adjourn.

The meeting adjourned at approximately 10:30 p.m.

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PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
November 10, 2021

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

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

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1. ROLL CALL

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

The following written determination was read:

> The Chair issued a written determination that because of the public health emergency, conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may attend in person. This determination is based on the ongoing risks and infection rates statewide and in Summit County. For these reasons, this meeting will be an electronic meeting without an anchor location. Planning Commission members will connect electronically.
>
> Public comments will be accepted virtually. 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.

Chair Phillips reported that prior to the Park City Planning Commission Meeting, a site visit to Founders Place, formally called Deer Hollow Village, Parcel 00-0021-01977 took place. This was related to the Regular Session Item 6B. There were no members of the public present, but the majority of the Commissioners attended. Chair Phillips explained that they walked the property and received supplemental information. He noted that the applicant requested that the item be continued to a later date. The continuation date would likely be December 8, 2021.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from October 13, 2021.

MOTION: Commissioner Thimm moved to APPROVE the Planning Commission Meeting

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Minutes from October 13, 2021. Commissioner Johnson seconded the motion.

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

B. Consideration to Approve the Planning Commission Meeting Minutes from October 20, 2021.

MOTION: Commissioner Thimm moved to APPROVE the Planning Commission Meeting Minutes from October 20, 2021. Commissioner Van Dine seconded the motion.

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

3. PUBLIC COMMUNICATIONS

There were no Public Communications.

4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Commissioner Kenworthy shared a disclosure and stated that he owns a home on the 200 Block of Upper Woodside Avenue, but it would not impact his decision-making.

5. WORK SESSION

A. 543 Park Avenue – Minor Hotel Conditional Use Permit – The Applicant Requests a Minor Hotel Conditional Use Permit to Convert the Washington School Inn, a Landmark Historic Structure on the Park City Historic Sites Inventory in the Historic Residential – 1 Zoning District, from Bed and Breakfast to Minor Hotel with Accessory Facilities for Events. PLZ-20-04477.

Planner II, Browne Sebright, presented the Staff Report and stated that the Work Session item was for 543 Park Avenue. He noted that it was the second Work Session related to the Washington School Inn request for a Minor Hotel Conditional Use Permit ("CUP"). The first Work Session related to the item was held on April 28, 2021. Planner Sebright reported that the owner was present at the meeting as well as the applicant's representatives, Jason Boal and Wade Budge. Commissioner Suesser wondered if there would be public input on the item during the Work Session. Chair Phillips believed there would be time for public input at the current meeting. He understood that many members of the public had an interest in the application.

Planner Sebright stated that the application was for a CUP for the Washington School Inn. He noted that the Washington School Inn has an existing CUP dating back to 1983 and there was an additional CUP for an outdoor recreation facility that was issued in 2010 and amended in 2021. The building was a highly prominent Landmark Historic Structure, located in Old Town, one block west of Main Street. The property is approximately 0.34 acres or 15,000 square feet in size and encloses approximately eight original Old Town lots. It stretches from Park Avenue to Woodside Avenue and was surrounded by single-family residential to the north, south, and west. To the east were a parking garage and a right-of-way easement.

The property is located in the Historic Residential – 1 Zoning District and was bordered to the east by the Historic Residential – 2A Zoning District. It is approximately 100 feet from the Historic Commercial Business Zoning District. Planner Sebright explained that the property contains two

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separate lots. The first was Lot 1 of the Washington School Inn, which was improved and contained the school, accessory garage, pool, and lawn area. The second was Lot 35 of Block 5, which was included in the property (subject to the modified 2012 CUP) and is unimproved. It contained landscaping and an extension of the Washington School Inn fence. Since 2012, the two lots were subject to a CUP that allowed the Washington School Inn to landscape the vacant lot and to enclose both lots in a single-perimeter fence.

Planner Sebright provided the following reasons for having a Work Session related to the item:

- It had been six months since the last Work Session and the applicant submitted updated application materials for review. Staff analyzed the updated materials and attempted to answer questions raised by the Planning Commission previously;
- Staff had additional background information, which would share more context related to the history of the property, previous land use applications and approvals as well as an interdepartmental review of the existing facilities;
- Staff was seeking feedback from the Planning Commission on key issues in the proposal to finalize the analysis and recommendations.

During the previous Work Session on the item, the Planning Commission raised a number of questions. They asked the applicant to respond to those questions. For instance, issues related to noise and light associated with outdoor uses on the property as well as graphics that would show where the outdoor events would be held. Staff also made a series of recommendations for additional information, including updated building plans, square footage of the facilities, proposed occupancy, vehicle access, and parking. Staff asked for more details on the nature of the events and activities, including the number of employees, how guests would get to and from the site as well as a more detailed Parking Management Plan. The applicant provided an updated Management Plan, which included provisions for parking management, staffing, shuttle service, and noise management.

The applicant also provided more details related to the location of private events on the property. The current Management Plan proposed using approximately 2,200 square feet of the interior of the building for event space and approximately 2,700 square feet of outdoor area. Planner Sebright reported that the application had gone through interdepartmental review. On August 26, 2021, it went before the Neighborhood Traffic Management Program Committee. The Committee reviewed the Traffic Management Plan and the proposed shuttle service for the property. Planner Sebright noted that the Committee did not have any major concerns and their recommendations were included in the Staff Report.

On October 27, 2021, the City Engineer reviewed and approved the applicant's request for a minor variation to the minimum parking stall dimensions. Planner Sebright explained that approximately half of the 11 parking spaces were substandard in dimension. He reported that the application was also reviewed by the Business Licensing team and the Finance Department. Those recommendations were outlined in the Staff Report. Planner Sebright shared images of the parking garage where the Washington School Inn had an agreement in place for 11 parking spaces. The City Engineer found that five of those spots were substandard in width, but all of the spots could be utilized by small and mid-sized vehicles.

There was some new information in the Staff Report, which included the updated history of land use approvals for the site, the existing facilities on the property as well as public comments that

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had been submitted by neighbors of the Washington School Inn regarding the proposed change in use. Staff asked for feedback from the Planning Commission related to the following:

- Should the change in use to a Minor Hotel allow for outdoor activities?
- Should the requested reduction in parking include consideration of the parking requirements for Separately Leasable Commercial Space?
- Does the applicant need to provide more information, including Conditions of Approval beyond those outlined in the proposed Management Plan?

The Work Session was noticed for public input and Staff received 12 written comments from neighboring property owners. One letter was signed by 28 adjacent homeowners on Woodside Avenue and Park Avenue. Additionally, 11 additional email comments were received. Planner Sebright noted that all of the comments could be found in the Staff Report. Staff recommended that the Planning Commission hold a Work Session on the requested CUP for a change in use from a Bed and Breakfast to a Minor Hotel and that the Commission conduct a public hearing.

The applicant's representative, Mr. Budge explained that he was present to address the Commission. The owner, Thomas Holthus, and the manager, Michael Gregory were both present and available to answer questions. Mr. Budge reported that the applicant team attempted to establish a meeting with neighbors, but the neighbors preferred to speak only to Mr. Holthus. He stated that there had been some confusion about what they were seeking with the application. It was not a special exception, rezone, or text amendment. The application was a request for a use that was allowed within the Historic Residential – 1 Zoning District.

There were 12 rooms at the Washington School Inn as well as a dining establishment and amenities. Guests sometimes want non-resident guests to visit them while they were at the hotel. That was customary for the scale of the hotel, but the 1983 CUP was not clear about whether or not that type of activity was permitted. Mr. Budge stated that they did not want to operate in an area of uncertainty. For that reason, they looked at the Zoning Code, saw that Hotel Minor was allowed, and submitted an application. The purpose of the Work Session was to engage with the Planning Commission and understand public comments.

Mr. Budge clarified that there was no part of the application that sought parking on Woodside Avenue. There was some confusion from neighbors that they were trying to engage in parking on Woodside Avenue but that was not the case. The hotel currently had more than adequate parking and the Traffic Study showed that the demand for parking was below what was available to guests. Mr. Budge believed this was due to guests who arrived by car service.

Mr. Budge addressed the reason Woodside Avenue was mentioned in the application. There was a lot that was not part of the hotel that had landscaping on it. If the landscaping was removed, it would be possible to sell that land and have it developed as a home. Woodside School Inn did not desire that and intended to have the lot combined with the other seven lots to create one large lot. That would prevent a home from being built in that location in the future as it would be permanently incorporated into the hotel. Since the Code requires 12 parking spots for 12 hotel rooms, an additional parking spot needs to be provided. If the Planning Commission were to require the additional parking spot, an off-street parking spot on the lot could be constructed. He noted that if the application was approved, the proposal was to not immediately build that spot but to engage in a year-long monitoring process to determine whether the parking demand as a Hotel Minor increased or not. If it did not, the lot would not be built on and would be incorporated

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into the property in its landscaped state. If it did, the off-street parking spot could be accommodated.

It was important to be respectful and take into account the public comments. However, there was a dining establishment inside of the hotel and the Washington School Inn needed to be able to operate that. If a guest wanted to have someone join them for dinner and there was capacity, it was important to be able to accommodate that. Mr. Budge believed that all conditions for the property should relate to the primary purpose of the property, which was the operation of the hotel. He suggested that the Planning Commission hear from the public and he could then address any questions or concerns raised. Chair Phillips believed it was important to address Commissioner questions before hearing from the public.

Chair Phillips wondered if Lot 35 met the size minimum for an Old Town lot, which was 1,825 square feet. Planner Sebright confirmed this. Chair Phillips asked about the dining capacity for the restaurant. Mr. Budge reported that the main level could seat 20 and the downstairs level could seat six. If the hotel is full, there was no extra dining capacity, but if there was a vacancy, they could allow diners on a reservation basis. Some of the neighbors had commented that they would appreciate being able to come in and eat.

Chair Phillips understood that dining was not generally open to the public. Mr. Budge explained that if there was a rare circumstance where occupancy was low and a group wanted to come in and dine but they were not associated with anyone staying on property, the applicant would like to be able to accommodate that group. The Washington School Inn was not looking to change its use. Chair Phillips was not certain whether that was allowed in the Historic Residential-1 Zoning District as that meant operating as a restaurant. Mr. Budge explained that they could not operate a restaurant but could operate a restaurant use accessory to the hotel. That was allowed within the definition of a Hotel Minor. The use always had to be in connection to the hotel.

Commissioner Thimm noted that the Staff Report specified that there was an intent to have outdoor gatherings beyond the 26 seats in the dining area. Mr. Budge reported that the main floor and the downstairs level could accommodate more than 60 people from a Fire Code standpoint. The proposal was that the combined resident and non-resident numbers would be 60. That was less than the Fire Code standard and was still manageable. The application mentioned that guests may want to have outdoor activities, but he wanted to hear more feedback from Commissioners and the public related to that proposal.

Commissioner Suesser noted that 60 guests at the facility would be defined as a private event because it was beyond the number of guests that the Bed and Breakfast could accommodate. She believed that a private event was a prohibited use in the Historic Residential-1 Zoning District. Mr. Budge explained that there would not be a private event, but rather a combination of resident and non-resident guests. For instance, there could not be 60 non-resident guests on site as that would not be permitted. What was being discussed was that the resident and non-resident population could not exceed 60 in total. Uses on the property need to be those specifically described in the Hotel Minor definition, which were as follows:

- Restaurants;
- Bars;
- Spas;
- Meeting Rooms;

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- On-Site Check in Lobbies;
- Recreation Activities;
- Group Dining Facilities; and
- Other Activities Customarily Associated with Hotels.

Chair Phillips recalled that the last time the application was in front of the Planning Commission, one of the reasons for the requested change was to streamline the private events process. Mr. Budge noted that he had not been present at that Work Session, but he received a similar report. He explained that there had been some high-profile visitors who wanted to dine in, and the Washington School Inn did not want to be in a position where they were unable to provide a service or activity that was customary to a high-end hotel. Mr. Budge stated that the Bed and Breakfast CUP was arguably more constraining than the way they needed to operate.

Chair Phillips wondered if the Washington School Inn held private events. Mr. Budge reported that a private event would require a temporary permit. Planner Sebright had looked into the history of those applications. One was made and withdrawn in 2017. The administrative process was still available to them, but they did not want to seek one out on a semi-regular basis. However, the administrative burden was not the reason for the application. He reminded those present that Hotel Minor was an appropriate use in the Historic Residential – 1 Zoning District.

There were no further Commissioner comments. Chair Phillips allotted time for public comments.

Nicole Deforge spoke on behalf of homeowners who live along Park Avenue and Woodside Avenue and in close proximity to the Washington School Inn. It was important to note that 28 homeowners from 22 homes on Woodside Avenue and Park Avenue signed a public comment opposing the CUP application that was submitted. Of those 28 signatures, 13 of the closest and most affected property owners took part in a Zoom Meeting with the Washington School Inn owner. There were also over 28 property owners who submitted written comments and emails opposing the application.

The neighbors were concerned about the project and unanimously opposed it for several reasons. Ms. Deforge reported that the neighborhood is dense and tightly packed. The homes are close together, the streets are narrow, and they are unable to handle commercial traffic or additional parking. Ms. Deforge explained that the Bed and Breakfast and neighbors had generally been able to maintain a fragile coexistence. However, there were issues and concerns, such as guest parking along Park Avenue, delivery trucks blocking driveways, noise, and the use of the building across the street. She noted that the latter was an off-site accessory building, which was not permitted under the Land Management Code. All of those issues needed to be addressed first. Allowing new and expanded use of the property could create further issues.

Ms. Deforge stated that the owner of the property had historically taken a “toe in the door” approach, where something was permitted with certain conditions and then they crept towards doing something else. There was a continued push in favor of the business rather than the neighborhood. She noted that Mr. Budge stated earlier in the Work Session that the only reason they wanted the Hotel Minor CUP was so guests could have non-residents come and see them. That was not what was stated in the application. This would be a significant expansion and that type of expansion could not be accommodated in the small residential neighborhood.

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Outdoor use was discussed. Ms. Deforge noted that outdoor events and uses are not allowed in the Historic Residential-1 Zoning District, which the Staff Report stated on Page 7. Not only is that type of use not permitted, but it was not permitted as a conditional use either. As far as the Hotel Minor CUP, it was not a matter of allowing a few non-residents to come and eat dinner. Approving the designation would allow additional changes to occur in the future. If the applicant simply wanted non-residents to dine with residents, that could likely be done through an amendment to the current CUP rather than asking for a Hotel Minor CUP.

Ms. Deforge noted that Hotel Minor is a conditional use under the zone but that does not mean it is an allowed use. It means that the use may be appropriate in some areas of the Historic Residential-1 Zoning District. While a Hotel Minor CUP may make sense in some residential neighborhoods in Park City, she did not believe it made sense in this particular location, since the houses are so close together. She reiterated that traffic on Park Avenue and Woodside Avenue were not fit for commercial traffic. The applicant proposed to nearly double the number of occupants allowed on the site while reducing the amount of parking currently required. Ms. Deforge noted that the garage on-site was being used for laundry. Instead of using the garage that was approved for parking, the applicant wanted to do construction on Woodside Avenue, where they were currently prohibited from having guest parking, employee parking, or deliveries.

Concerns were expressed about noise and the number of employees that will be on site. Ms. Deforge explained that there are also issues with delivery and service vehicles. There are problems with the current delivery vehicles since there was not enough space for them, and they tend to park in front of neighborhood driveways. Ms. Deforge also addressed the Park City General Plan and stated that the Hotel Minor CUP is not consistent with the goals in the General Plan. One of the core goals was to incentivize primary homeownership in Old Town. If the City sacrificed the interests of the residents and homeowners in Old Town in favor of businesses, no one would want to make Old Town their home. She asked that the Planning Commission follow the General Plan and consider the concerns of homeowners in the area.

Chair Phillips asked Planner Sebright to share the zone map. He asked for more information about the Historic Residential-2A Zoning District. Planner Sebright reported that it was intended to be a transition zone between the Main Street Commercial Corridor and the residential neighborhood. It had many of the same provisions as the Historic Residential-1 Zoning District but had more allowed conditional uses for small business activities.

Commissioner Johnson asked about the two parking spots in front of the garage. Mr. Holthus explained that a small vehicle could fit in the area without blocking the sidewalk, but otherwise, those spots are not really used. Commissioner Johnson noted that special events could be held under the Bed and Breakfast designation, but they need to file for a Special Event Permit. He felt it would be advantageous for the applicant to try that first to see what the potential impacts to the neighborhood would be. Mr. Budge explained that the applicant team wanted to speak further with City Staff, but they may want to modify the request related to outdoor use. Commissioner Johnson asked about valet parking for special events. Mr. Budge reported that if there were non-residents visiting and the property was approaching the 60-person threshold, the Washington School Inn would be staffed with a valet. There was an employee limit, with only eight employees permitted, including valets. The idea was to manage vehicles to benefit guests and neighbors.

Commissioner Kenworthy believed that the mitigation efforts in the neighborhood would be limited. Expanded use of the historic property would be difficult and may set a precedence that

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was problematic. He referenced the small lot sizes in the area. Commissioner Hall believed that having a Minor Hotel CUP with mitigation was fine, but there was a lot more work to be done. It was a challenging location. The public comments shared thus far highlighted clear concerns related to the number of outdoor events, the size of the events, the logistics of events, deliveries, noise, and parking. The outdoor component was a significant piece of the discussion as it related to mitigating impacts on the neighborhood.

Commissioner Thimm believed the impacts would be more severe in the proposed location versus other parts of the City. He discussed outdoor events and commented that it would be difficult to mitigate the associated issues. However, he was interested to hear suggestions. Commissioner Thimm made note of the Traffic Engineer Report included in the Meeting Materials Packet. He was surprised that there would only be three spaces used by residents. If there was a situation where there were 60 people on the property, a Traffic Demand Management ("TDM") Plan would need to be put in place. Additionally, he stated that the delivery issues needed to be addressed. Commissioner Van Dine agreed with Commissioner Hall and Commissioner Thimm and looked forward to seeing what could be done to help the neighbors. She noted that nighttime events could be imposing on the surrounding neighborhoods.

Chair Phillips stated that the application was testing the use in the zone. While Hotel Minor was on the list of conditional uses, he felt that there would need to be a lot of conditions to ensure that it did not expand beyond what was currently being discussed. It was important to be thoughtful as the application moved forward. He wondered whether it was possible to expand on the rights that currently existed on the property rather than pursue a Hotel Minor CUP.

Commissioner Hall noted that there had been some comments from members of the public about not being able to eat, drink or use the pool on the property. There was no real benefit to them unless they were staying as a guest. She wondered whether the neighbors would prefer the Washington School Inn to be open to the public. Chair Phillips commented that he could see that going both ways. If the neighborhood felt that would be beneficial to them, it was something to consider. Chair Phillips thanked Planner Sebright and the applicant team.

6. REGULAR SESSION

A. Nightly Rentals in the Hidden Oaks at Deer Valley Subdivision, Phases 2 and 3 – Amendment to the Land Management Code Sec. 15-2.13-2 to Prohibit Nightly Rentals in Phase 2 and Phase 3 of the Hidden Oaks at Deer Valley Subdivision. (A) Public Hearing (B) Possible Recommendation for City Council's Consideration on December 16, 2021.

City Planner, Spencer Cawley, presented the Staff Report and stated that Cindy Welsh and Chris Carter were the petitioners for the Land Management Code amendment related to nightly rentals in the Hidden Oaks at Deer Valley Subdivision, Phases 2 and 3. He explained that the request was to amend the Land Management Code Section 15-2.13-2, which currently allows nightly rentals within the Hidden Oaks at Deer Valley Subdivision. On September 17, 2021, the property owners applied to amend the Land Management Code specifically restricting nightly rentals in Phases 2 and 3. There was support from 78% of property owners in the area.

Planner Cawley shared history related to the subdivision. He explained that the City Council adopted Ordinance 95-21 on May 11, 1995, which approved Phase 1, 2, and 3 of the Hidden Oaks at Deer Valley Subdivision. Phase 2 contained 16 lots and Phase 3 contained 17 lots.

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Planner Cawley shared a map of the two phases and explained that the two phases combined totaled 33 lots. 79% or 26 of the lots were developed. Planner Cawley shared a map to illustrate where the Hidden Oaks at Deer Valley Subdivision sat within the zoning map. It was part of the Residential Development Zone but sat next to the Estate Zone. He explained that 11 of 16 property owners in Phase 2 and 15 of 17 property owners in Phase 3 supported the proposed amendment to the Land Management Code.

Planner Cawley reported that three properties within Phases 2 and 3 have active nightly rental business licenses. Those current business licenses would remain valid if the Land Management Code amendment was adopted by the City Council, as long as the property owners renew their licenses each year and complied with Municipal Code 4-5-3. Planner Cawley noted that 18% of the residents in the subdivision were primary residents and 61% were secondary residents. There were seven lots that remained unimproved or vacant.

The Staff analysis looked at how the proposal complied with the Park City General Plan and the Land Management Code. Planner Cawley stated that the General Plan allowed for: the mitigation of adverse impacts, preserving primary residential neighborhoods, and protecting a sense of community. The request was to limit the nightly rentals to maintain a sense of community and also for those who used the subdivision as their primary residence. Prohibiting the nightly rentals in Phase 2 and 3 was consistent with the General Plan as well as within some of the neighboring subdivisions within the same zoning district.

Planner Cawley shared language to illustrate what would change in the Land Management Code if the proposal were to be adopted. On October 19, 2021, the Development Review Committee reviewed the proposal. Additionally, the Planning Department, Engineering Department, and Legal Department had reviewed the application. Staff publicly noticed the item on October 27, 2021, mailed courtesy notices to the property owners in Phase 2 and 3, and published a notice in the Park Record. Staff recommended that the Planning Commission review the proposed Land Management Code amendment, hold a public hearing and consider forwarding a positive recommendation for City Council consideration on December 16, 2021.

Commissioner Suesser wondered why Phase 1 was not included. Ms. Welsh explained that the reason Phases 2 and 3 were included was due to nuisance houses in Phase 2. The same owners owned a lot in Phase 3, for which they had approved building permits and a business license for a lot with no home on it. They were planning to build a large 11,000 square foot home with 8 to 10 bedrooms. That was the reason to approach Phase 2 and Phase 3 rather than Phase 1. Chair Phillips wondered whether the property owners with the nightly rental permits had been contacted. Ms. Welsh noted that she had not approached those owners about the Land Management Code amendment, but neighbors had been in contact with them as had the City. Planner Cawley stated that public notices had been sent to all property owners in the area.

Commissioner Suesser noted that Ms. Welsh had mentioned nuisance properties and asked for additional information. Ms. Welsh explained that the nuisance properties were 25 Hidden Oaks Lane and 65 Hidden Oaks Lane. There had been multiple nights where surrounding neighborhoods had been impacted by the rentals. There were sometimes more than a dozen vehicles out front, and the renters stayed up all night with the lights on, in the hot tub, partying, yelling, and being disruptive. Commissioner Kenworthy asked who the complaints were registered with. Ms. Welsh stated that they did not know they were allowed to complain at first. The issues went on for a year before they started to complain. She noted that there is a Nightly

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Rental Complaint Form and the police had also been contacted. Business and Yoga Retreats held also been held at the rental properties.

Ms. Welsh added that the property owners of 25 and 65 Hidden Oaks Lane also own a property on Nansen Court that was considered a nuisance property. They implemented mitigation strategies at that location but had not implemented mitigation strategies in Hidden Oaks until there had been many complaints. The property owners emptied the hot tubs and limited the number of vehicles that renters could have. However, there were now shuttle buses going up and down the street because renters were parking elsewhere and shuttling back and forth. There was also a lot of loud music, speeding vehicles, and smashed bottles.

Chair Phillips wanted to make sure that the discussions were focused on the fact that the majority of the residents in the neighborhood want to prohibit nightly rentals. Mr. Carter expressed his support for the amendment and explained that his home is in Phase 3. He believed that out of the 17 lots in Phase 3, 16 owners are now supportive of the amendment. The one that was not supportive was the lot in question. The intention of the amendment was to ensure that lots would not be developed for the primary purpose of hosting nightly rentals.

Chair Phillips opened the public hearing.

Jimmy Berg gave his address as 15 Hidden Oaks Lane and reported that he is next to one of the nightly rental properties. He was in full support of the proposed amendment to the Land Management Code. The nightly rental properties were clearly commercial ventures in a residential neighborhood, and he suggested that in the future, the Planning Commission look at the Municipal Code, because the homes have 30 to 40 people in them per weekend, which is a safety issue. This was a significant problem for Park City. He reiterated his support of the amendment.

Brent Peterson identified himself as one of the owners of 25 and 65 Hidden Oaks Lane. He reported that he met with Ms. Welsh a few months earlier to sort through some of the problems. He felt they had gone above and beyond to deal with the situation. Mr. Peterson wanted the neighborhood to be quiet and enjoyable. He noted that the Nansen Court property mentioned by Ms. Welsh was not relevant to the current discussions. The mitigation efforts at Hidden Oaks Lane were overviewed and Mr. Peterson explained that they had not heard any complaints in the last few months. They were willing to do all that was necessary to ensure that renters obey the rules. For instance, there were higher security deposits and they had cut down on the number of people that were allowed to rent. He believed that the comment about a dozen vehicles being parked out front was inaccurate currently.

Commissioner Suesser wondered if the City had contacted Mr. Peterson regarding the complaints. Mr. Peterson reported that they had been notified and met in person with some people from the City, including the Chief of Police. He explained that they were willing to respond to what was going on. Commissioner Thimm asked if 25 and 65 Hidden Oaks Lane were two of the three existing permitted licenses, which Planner Cawley confirmed. Commissioner Thimm wondered what the Commission should look for in the future as it relates to complaints about license renewals. City Attorney, Mark Harrington recommended that the Commission focus on the amendment before them. There could be follow-up discussions related to those types of questions, but this was not the right forum.

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Scott Greenberg stated that there was overwhelming support for the amendment from the homeowners in Phases 2 and 3 as well as surrounding communities. The purpose of the proposal was to restore the residential neighborhood. He lives at 55 Hidden Oaks Lane. The home was purchased almost 20 years ago, and it was his dream to live there full time. That happened two years ago, but it had been more of a nightmare than a dream. He appreciated Mr. Peterson's comments and his attempts to mitigate some of the issues on the properties. However, it is not possible to control renters regardless of mitigation efforts. Since there was overwhelming support from the neighborhood, he hoped the Commissioners and City Council would take the amendment request to heart.

L. Bowering strongly disagreed with Mr. Peterson's statement that the comments made by Ms. Welsh were inaccurate. She presented the facts related to the nightly rental properties. Ms. Bowering stated that in Chapter 3 under Title 6, there was information related to the maximum permissible sound levels. Between 10:00 p.m. and 6:00 a.m. noise needs to be lower than 50 decibels. Neighbors can phone the police every time the noise exceeds that level, but she felt it would not be the best use of police services. She pointed out that the nightly rental properties are listed on rental sites as sleeping 27 guests. Ms. Bowering wondered how that was characterized as a nightly rental, as it was closer to a hotel. The situation was unfair to residents who had purchased properties. The noise that came from the properties was a disturbance and public nuisance. Neighbors overwhelmingly supported the proposed amendment.

Henry Oster gave his address as 60 Hidden Oaks Lane and explained that his property is diagonal from the 65 Hidden Oaks Lane property. This is his second home, and he has lived there for over 10 years. The last several times his family has been there, they experienced similar issues in terms of the noise, parties, and vehicles on the road. Mr. Oster expressed his support for the Land Management Code amendment and felt it did not make sense to permit a hotel-type residence.

Mary Hynes gave her address as 35 Hidden Oaks Lane. She reiterated the comments shared by her fellow neighbors. This is her second home, and the nightly rental property destroyed the neighborhood she bought into. She could not believe this would be considered a legal establishment in a residential neighborhood.

Jeff Laufer reported that he lives two houses away from 65 Hidden Oaks Lane, which is his primary residence. If they called the police every time there was a noise issue, the police would be there constantly. When his home was built two years ago he could not have imagined that there would be nightly rentals and parties on the street. He was in favor of the amendment. Mr. Laufer wanted to see a sense of normality restored to the neighborhood but stated that that cannot occur when there are party houses on the street and potentially more in the future.

Mr. Peterson clarified that he did not mean to imply that Ms. Welsh was misinformed. He simply did not agree with the characterization of his property on Nansen Court as a nuisance property. He also did not believe that was relevant to tonight's discussion. Mr. Peterson added that they recently sold the lot at 95 Hidden Oaks Lane to Mr. Laufer and were transitioning out of the neighborhood. They even signed a contractual agreement with Mr. Laufer that they would not purchase more homes or properties near him. There was a lot that they were trying to do. Mr. Laufer stated that Mr. Peterson did not sell the lot to him. It was sold to Mr. Carter.

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There were no further comments. The public hearing was closed.

Chair Phillips sympathized with the neighbors and saw efforts on all sides to mitigate the issues. He encouraged those mitigation efforts to continue. Chair Phillips stated that he would not be looking at the neighbor dispute aspect but at the fact that the neighborhood wants to limit the future impacts of additional nightly rentals. There was good cause for the amendment, and it would be of benefit to the community. There were also no negative impacts to those with existing rights and licenses. He was in favor of forwarding a positive recommendation to the City Council.

MOTION: Commissioner Suesser moved to forward a positive recommendation to the City Council for consideration on December 16, 2021, for an amendment to the Land Management Code Section 15-2.13-2 to Prohibit Nightly Rentals in Phase 2 and Phase 3 of the Hidden Oaks at Deer Valley Subdivision. Commissioner Van Dine seconded the motion.

VOTE: Commissioner Johnson-Aye; Commissioner Van Dine- Aye; Commissioner Hall-Aye; Commissioner Suesser-Aye, Kenworthy-Aye, Commissioner Thimm-Aye. The motion passed unanimously.

Chair Phillips felt it would be helpful if a map was prepared to illustrate areas designated as having no nightly rentals. That would benefit those purchasing properties as well as the Commission when they are reviewing these types of requests. Planner Cawley reported that there is a map online that shows where nightly rentals are prohibited within the City limits. However, they could share and advertise that more. Commissioner Suesser noted that the State had been making moves to limit the ability of cities to restrict property owners with respect to nightly rentals. Homeowners should be aware that at some point it might be out of the City's control. It was important to pay attention to the State Legislature.

B. Founders Place (Formally Called Deer Hollow Village) Parcel 00-0021-01977 – Modification to a Master Planned Development and Conditional Use Permit – The Applicant Proposes a 78-Unit Residential Ski-in and Ski-out Village in Three Phases in the Recreation Commercial Zoning District. The Planning Commission Will Determine Whether the Proposed Project is a Minor or Substantive Modification to the Master Planned Development. PLZ-21-04917 and PLZ-21-05056. (A) Public Hearing (B) Action (C) Continuation to December 8, 2021.

Assistant Planning Director, Rebecca Ward, presented the Staff Report and stated that the applicants agreed earlier in the day that the modification to the Master Planned Development was substantive and should be reviewed by the Planning Commission concurrently with the CUP. Rather than discuss whether the application was minor or substantive, the applicants requested that the public hearing be opened and that the item be continued until December 8, 2021.

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

MOTION: Commissioner Thimm moved to continue the Founders Place (formally called Deer Hollow Village) Parcel 00-0021-01977 modification to a Master Planned Development and Conditional Use Permit to the December 8, 2021, Planning Commission Meeting. Commissioner Kenworthy seconded the motion.

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VOTE: Commissioner Johnson-Aye; Commissioner Van Dine- Aye; Commissioner Hall-Aye; Commissioner Suesser-Aye, Kenworthy-Aye, Commissioner Thimm-Aye. The motion passed unanimously.

C. Accessory Apartments – Land Management Code Amendments – The Planning Commission Will Review Amendments to Land Management Code Sections 15-2.23-2, 15-4-7, and 15-15-1 Regarding Reduced Accessory Apartment Regulations to Incentivize Construction of Long-Term Rentals. (A) Public Hearing (B) Possible Recommendation for City Council's Consideration on December 9, 2021.

Planner Ward presented the Staff Report and stated that the proposed Land Management Code amendments had been in the works since 2018. She explained that accessory apartments are dwelling units that are attached to single-family homes. They had been permitted in most zoning districts since the 1990s. In 2018, the City Council directed Planning Staff to evaluate any barriers to accessory apartment construction in the Land Management Code to incentivize private development of long-term rentals. The amendments were listed as Goal 2 in the Park City 2020 Housing Assessment and Plan. Planner Ward overviewed the current accessory apartment regulations, which stated that accessory apartments:

- Could not be less than 400 square feet or more than 1,000 square feet;
- Could not be larger than a third of the square footage of the main home;
- Could not exceed two bedrooms;
- One additional parking space was required per accessory apartment bedroom;
- No more than four accessory apartments could be located within a 300-foot radius; and
- Nightly rentals were prohibited, and accessory apartments must be rented for more than 30 days at a time.

Planner Ward explained that the current regulations require notice be provided to homeowner's associations for accessory apartments and the proposed amendments would not change that. Detached accessory apartments are specifically prohibited in the Holiday Ranchettes Subdivision and no changes were proposed. Planner Ward reported that the Planning Commission and City Council conducted several Work Sessions related to accessory apartments over the last few years. During the October 13, 2021, Work Session the Planning Commission requested additional information about occupancy for residential units. According to the Building Department, the International Building Code set residential occupancy at one per 200 square feet. Since the largest accessory apartments are 1,000 square feet, the maximum occupancy would be five.

On November 3, 2021, the Historic Preservation Board reviewed the proposed accessory apartments amendments related to the Historic Districts. The Board was in support of:

- Detached accessory apartments for lots that were 3,750 square feet or greater;
- A requirement that detached accessory apartments be set back from single-family homes in the Historic Districts;
- A recommendation to address the conversion of basement garages into accessory apartments in the Historic Districts;

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- A requirement that the entry to the accessory apartment be on a secondary or tertiary façade on Historic Sites;
- Evaluating deed restrictions for accessory apartments that prohibited vehicle ownership in lieu of additional parking;
- Evaluating a car share to reduce parking requirements; and
- Considering Staff-level approvals for accessory apartments in the three residential Historic Zoning Districts (HR-1, HR-2, and HRL).

Planner Ward reported that a survey related to accessory apartments ran from September 24, 2021, to November 4, 2021, and nearly 200 community members completed the survey. She overviewed the results of the accessory apartments survey:

- Should detached accessory apartments be allowed?
  - 52% were in favor.
- What kind of review and approval process should be required?
  - 30% felt it should be a Staff-level review, 35% believed the Planning Commission should handle the review and 26% felt that accessory apartments should be allowed by right and only require a building permit.
- Should a property owner be required to live on-site?
  - 59% felt the property owner should be required to live in either the single-family home or in the accessory apartment and 35% were in favor of not requiring the property owner to live on-site.
- Should the proximity requirement in the Code remain?
  - 38% felt that the proximity requirement should be removed and 58% wanted to see the requirement stay in place.
- Should a deed restriction be required?
  - 44% were in favor and 47% were not in favor.
- Should accessory apartments be the same height as a single-family home?
  - 51% wanted accessory apartments to be at a lower height.
- Should the design and materials for accessory apartments reflect the single-family home?
  - The majority of those surveyed believed the design and materials should match.
- Should accessory apartments be allowed on Significant or Landmark Historic Sites that were designated on the Historic Sites Inventory?
  - 55% did not support accessory apartments on those sites and 35% were in favor.
- Should accessory apartments count towards the maximum building footprint?
  - 67% believed the accessory apartments should count towards the maximum building footprint or square footage allowed on the site for a single-family home.
- Should accessory apartments follow the same regulations indicated on the plat for a single-family home?
  - 63% were in favor.
- How likely is it that you would construct an accessory apartment?
  - 15% said it was likely, 11% said it was highly likely, 65% said it was not likely and 4.5% said they already had an accessory apartment.
- Should there be a reduction in parking near transit?
  - 41% were in favor and 48% were not in favor.

Planner Ward noted that the final question in the survey was open-ended. The community responses could be seen in the Accessory Apartments Survey Exhibit, included in the packet. The most frequently expressed concerns related to parking, traffic, impacts to significant

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vegetation, increased noise, and impacts to viewsheds. The proposed amendments based on previous Planning Commission input were as follows:

- Reduce the minimum accessory apartments size from 400 to 280 square feet;
- Allow for Staff-level approval for tandem parking in the Historic Districts;
- Remove the proximity restriction of four accessory apartments within a 300-foot radius;
- Remove the requirement that the property owner must live on-site;
- Increase the required rental term to 90 days;
- Allow accessory apartments in the Community Transition Zoning District; and
- Allow detached accessory apartments on lots more than 3,750 square feet, but require that there be compliance with:
    - The same zoning district setbacks for single-family homes;
    - The area of disturbance, limits of disturbance, and any other regulations indicated on the recorded plat that was more restrictive than the underlying zoning district;
    - Cap the maximum height at 18 feet.

Planner Ward reported that there had been public input in addition to the survey. Staff received several emails, which were included in the Meeting Materials Packet as Exhibit E. There had also been two emails in opposition of the amendments, which were forwarded to the Planning Commission and would be included in the Public Input Exhibit that would be reviewed by the City Council. The emails in opposition were concerned about Covenants, Conditions & Restrictions ("CC&Rs") that prohibited nightly rentals. Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council for a December 9, 2021, Work Session and possible final action on December 16, 2021.

Chair Phillips noted that it was common to hear about concerns with items that may conflict with CC&Rs. However, the CC&Rs would still stand within their boundaries. Education was important to consider as the item moved forward. Chair Phillips noted that the detached accessory apartments had a proposed height limitation of 18-feet. He wondered whether the other accessory structures in the City had a similar height limit, which Planner Ward confirmed.

Commissioner Suesser asked why certain preferences and suggestions from both the survey and the Historic Preservation Board had not been included in the proposed amendments. Planner Ward reported that there was a fairly even split related to whether there should be a Planning Commission review, a Staff-level review, or whether there should be a building permit review for accessory apartments. During the October 13, 2021, Planning Commission Work Session, there was support to continue the CUP requirement in Historic Residential Zones. That was currently in place and was supported by the survey. However, the Historic Preservation Board was in favor of a Staff-level review, so the Staff Report asked whether the Planning Commission would be in favor of reducing that requirement in the HR-1, HR-2, and HRL Zoning Districts. She noted that as a CUP, there would be public notices sent out to property owners within 300 feet of the property proposed for the accessory apartments. The Planning Commission process would allow for public notice and a public hearing. Additionally, the Planning Commission could add Conditions of Approval to mitigate site-specific issues.

Chair Phillips wondered how accessory apartments were currently handled. Planner Ward stated that in the HR-1, HR-2, and HRL Zoning Districts, Planning Commission review was required. The proposed amendments would retain that review process based on input from the October 13, 2021, Work Session. Chair Phillips pointed out that the review process could be a deterrent. He

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could agree with the Historic Preservation Board's suggestion to make the approval administrative. Commissioner Suesser believed the Planning Commission should retain control of that process for the Historic Districts.

Commissioner Kenworthy asked for additional information about accessory apartments in Historic Districts. Planner Ward explained that accessory apartments were currently allowed in Historic Districts and the Historic Preservation Board supported their continued allowance. They were also supportive of detached accessory apartments in the Historic Districts for lots that were 3,750 square feet or larger. Commissioner Kenworthy was not in support of accessory apartments having Staff-level reviews as historic preservation was an economic driver for the City. He was not sure why the Board was in support of Staff-level reviews, but he did not think it was possible to create language that was one-size-fits-all for the different historic properties.

Chair Phillips asked about the reason behind the Historic Preservation Board recommendation. Planner Ward believed it was to reduce barriers to the construction of accessory apartments and to support more long-term rental development in Old Town. They felt there were already constraints within Old Town because a lot of the homes were already built to the maximum square footage that would be allowed for the site. As a result, the regulations would have a mitigating effect and accessory apartments could only work on a limited number of sites. Chair Phillips stated that he would feel comfortable with a Staff-level review. Planner Ward explained that anything constructed in the Historic Districts would go through the Historic District Design Review ("HDDR") process. If there were any changes to historic materials, they would go to the Historic Preservation Board for approval. Commissioner Suesser pointed out that the Board focused on historic design but did not necessarily focus on issues like parking constraints. They may not take into consideration the impact of accessory apartments on the Old Town neighborhood.

Further discussions were had about the review process. Commissioner Suesser believed that the Planning Commission should review any accessory apartments in the Historic District. Planner Ward noted that Planning Commission review was in the Code currently and was for all properties within the Historic Districts, both historic and non-historic. Commissioner Thimm was in favor of the review process being handled at an administrative level, as recommended by the Historic Preservation Board. Commissioner Hall and Commissioner Van Dine agreed. Commissioner Johnson agreed with Commissioner Suesser and Commissioner Kenworthy. Chair Phillips noted that the Planning Commission was split. Ultimately, it would be decided by the City Council, but the Commission could continue to discuss the issue.

Chair Phillips stressed the importance of incentivizing accessory apartments because the community needs housing. It was a City goal to provide better and different housing options. The Historic Districts needed additional housing options. Commissioner Kenworthy wondered how accessory apartments could be added onto historical homes. Planning Director, Gretchen Milliken explained that there were strict Historic District design guidelines for Significant or Landmark Historic Sites, but also for newly built structures in the Historic Districts. Restrictions and guidelines were already in place as part of the Land Management Code.

Commissioner Suesser believed there would be a lot of push back from the Old Town community if accessory apartments started to go in and Staff was responsible for working with the applicant rather than there being a Planning Commission review. She felt that in the Historic Districts, there needed to be additional reviews to ensure that the right conditions were put in place and that residents in the area could weigh in on each of the applications.

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Commissioner Johnson asked how steep slope parcels in Old Town would impact the CUP process. Commissioner Thimm did not understand why it would matter whether there was an accessory apartment on a property that met all of the parameters for a Steep Slope CUP. Commissioner Suesser was in support of accessory apartments but felt they should require Planning Commission review. Planner Ward stated that if an accessory apartment was proposed for a site that already had a structure and a steep slope, which would trigger a Steep Slope CUP. The applicant would need to go through that process. Chair Phillips understood some of the concerns that had been expressed. However, he believed that the appropriate mechanisms were in place. There were guidelines and rules to dictate what could and could not be done as it related to accessory apartments in Historic Districts.

Commissioner Suesser expressed concerns related to parking. Planner Ward noted that there were no proposed changes to parking. Under the current Code, there was an on-site parking space required for each bedroom within the accessory apartment. There were some allowances if a site had a driveway that was 25 feet in length. She reported that there was a process where the owner could receive approval for a tandem parking space. There was another process where tandem parking could be allowed to protect significant vegetation. Planner Ward stated that the Housing team was looking into a potential Affordable Housing Overlay Zone where in the future, there could be accessory apartments located along transit corridors.

Commissioner Suesser asked about a rent cap. Planner Ward explained that it was not part of the proposed amendment. Based on initial research, the market rate and the affordable rate were about the same. She noted that during the October 13, 2021, Work Session, there had been some interest in evaluating possible incentives. That could be considered for future amendments. Commissioner Kenworthy wanted to make sure that the Planning Commission had considered the unintended consequences related to parking. A lot of vehicles would likely be pushed onto the streets due to accessory apartments. In narrow areas, which could be problematic. He reiterated the fact that he would prefer the Planning Commission to review applications.

Discussions were had about the property owner needing to live on site. Planner Hall suggested that one of the units could require a six-month rental term rather than 90 days. As long as someone was living there for six months to a year, they would still be a long-term community member. Chair Phillips agreed. Director Milliken explained that Park City was a resort company, and the 90-day suggestion would capture some of the seasonal workforce. Commissioner Hall believed the 90-day suggestion made sense for seasonal workers. If at least one of the leases was for six months to a year, that would make sense. Commissioner Thimm was supportive of a six-month lease for one of the units. Commissioner Thimm believed that because of the resort nature of Park City, six months would make the most sense. Chair Phillips, Commissioner Hall, Commissioner Kenworthy, and Commissioner Suesser agreed.

Commissioner Suesser hoped the City could enforce the provisions. Planner Ward stated that enforcement options could be explored ahead of the City Council Work Session. Commissioner Thimm suggested that there be future discussions related to enforcement. Commissioner Kenworthy expressed concerns about changes at the State level. Attorney Harrington explained that the deed restriction approach was recommended. The Planning Commission needed to plan without allowing possible changes from the State to dictate desired outcomes. He noted that there was commonality between the City and the State, as the intention was to promote accessory apartments, so long as there was a balance of interests. He felt the Commission was appropriately focused on mitigation and enforcement.

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Commissioner Hall wondered what would happen if someone had an accessory apartment and they violated that with nightly rentals. Attorney Harrington explained that the process would depend on the specific circumstances. For instance, sometimes there was a direct violation, and other times, the tenant had violated the sublease. The State required the City to provide an opportunity to cure before a citation was issued. Attorney Harrington felt the City had increased its profile in terms of enforcement and believed that the accessory apartments posed less of a risk than a larger home. He added that deed restrictions also helped with enforcement.

Chair Phillips noted that 4.5% of those who completed the survey already had an accessory apartment. He was not aware of there being any issues with the existing accessory apartments and that indicated they were not causing problems. If that was the case, it would make sense for there to be more in the City. Planner Ward noted that some of the survey results from the open-ended question made references to noise. However, there was a noise ordinance in place. Parking was another concern and some of the input was related to existing accessory apartments, where on-street parking had become a challenge.

Commissioner Van Dine wondered if this was a time-sensitive issue. Chair Phillips stated that the Planning Commission was at a crossroads. There had been multiple meetings related to the topic and it seemed that the Commission was split on a few items. Unless the Commissioners felt that additional information was needed to make a decision, he believed it would be beneficial to move the item forward to the City Council. Commissioner Thimm stated that there was consensus on many aspects of the proposed amendments, but where there was no consensus, it was unlikely that any of the Commissioners would change their opinion. Chair Phillips agreed. He was ready to move this forward to the City Council and felt comfortable that Staff would present the highlights of the Planning Commission discussions.

Commissioner Kenworthy asked how many Significant or Landmark Historic Sites there were. Planner Ward reported that there were approximately 400, but not all of those sites were homes. Commissioner Kenworthy wanted to make an effort to protect the historic homes. Discussions were had about language for a motion. Commissioner Thimm suggested that a Planning Commission review be done only for Significant or Landmark Historic Sites. Commissioner Suesser asked that the Planning Commission approve the amendments as written in the Staff Report and if all went smoothly, there could be administrative approval in the future. Further discussions were had about a motion. Commissioner Johnson stated that he was torn. He felt that it would be good to have restrictions in Historic Districts.

Commissioner Hall noted that the Planning Commission review would create more of a burden on the applicant than the Planning Commission. Commissioner Thimm and Commissioner Van Dine agreed. Commissioner Thimm pointed out that just because the item did not come before the Planning Commission did not mean that it would not undergo a lot of scrutiny.

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

MOTION: Commissioner Thimm moved to forward a positive recommendation to the City Council for consideration on December 9, 2021, concerning Land Management Code amendments to Sections 15-2.23-2, 15-4-7, and 15-15-1, accessory apartment regulations to incentivize construction of long-term rentals, with the modification of administrative review within the Historic Districts for Significant and Landmark Historic Sites. Commissioner Hall seconded the motion.

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VOTE: Commissioner Suesser-Nay; Commissioner Johnson-Nay; Commissioner Van Dine-Aye; Commissioner Kenworthy-Nay; Commissioner Thimm-Aye; Commissioner Hall-Aye; Chair Phillips-Aye. The motion passed 4-to-3.

It was noted that the Commissioners who voted against the motion were in support of the proposal as outlined in the Staff Report. Chair Phillips felt there had been excellent discussions and noted that the City Council would continue the conversation during their Work Session.

7. ADJOURN

MOTION: Commissioner Suesser moved to adjourn.

The meeting adjourned at approximately 9:30 p.m.

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PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
November 17, 2021

COMMISSIONERS IN ATTENDANCE: Chair John Phillips, Laura Suesser, Doug Thimm, Bill Johnson, Christin Van Dine

EX OFFICIO: Gretchen Milliken, Planning Director

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1. ROLL CALL

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

The following written determination was read:

> The Chair issued a written determination that because of the public health emergency, conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may attend in person. This determination is based on the ongoing risks and infection rates statewide and in Summit County. For these reasons, this meeting will be an electronic meeting without an anchor location. Planning Commission members will connect electronically.
>
> Public comments will be accepted virtually. 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 November 5, 2021.

MOTION: Commissioner Johnson moved to approve the Planning Commission Meeting Minutes from November 5, 2021. The motion was seconded by Commissioner Van Dine. The motion passed with the unanimous consent of the Commission.

3. PUBLIC COMMUNICATIONS

There were no members of the public wishing to speak.

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4. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

It was noted that no Work Session would take place tonight.

5. WORK SESSION

A. Park City Mountain Resort Base Parking Lots - MPD Modification Work Session- Replace Expired Exhibit D of the DA, the 1998 PCMR Base Area Master Plan Study Concept Master Plan, with a New Master Plan, Known as the Park City Base Area Lot Redevelopment Master Plan Study. The Commission Will Discuss Off-Site Parking and Transportation, Draft Findings of Fact, Draft Conditions of Approval, and Other Issues Raised in the Staff Report. PL-20-04475.

Chair Phillips reported that there was no need to continue the above item because it was scheduled as part of a work session. A question was raised as to the reasoning behind the matter being withdrawn by the applicant. Planning Director, Gretchen Milliken reported that staff discussed with the applicant the need for tonight's meeting since they do not have the AECOM study completed. The applicant determined that it would be better to wait to meet in December when the study is available. Any items that were to have been discussed tonight can be addressed at the next meeting.

There was no Planning Commission Meeting scheduled for the following week due to the Thanksgiving holiday. The next meetings were scheduled for December 8 and 15, 2021.

6. ADJOURN

MOTION: Commissioner Thimm moved to adjourn.

The meeting adjourned at approximately 5:40 p.m.

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Planning Commission Staff Report

PLANNING DEPARTMENT

Subject: Fox Tail Rezone
Application: PL-21-04865
Author: Browne Sebright
Date: December 8, 2021
Type of Item: Legislative – Zoning Map Amendment

Recommendation

Open a public hearing and continue the item to a date uncertain.

Description

Applicant:	Douglas Ogilvy, REDUS Park City, LLC
Location:	3805 Fox Tail Trail (Parcel No. PCA-S-98-SEC-11)
Zoning District:	Estate and Recreation Open Space
Adjacent Land Uses:	Residential, Open Space
Reason for Review:	The Planning Commission reviews rezone applications and forwards a recommendation to the City Council for Final Action[1]

Summary

The Applicant continues to work on updating and finalizing the proposal and Staff will review the updated materials as they are submitted.

[1] LMC § 15-1-7.

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Fox Tail Subdivision**
Application: **PL-21-04826**
Author: **Browne Sebright**
Date: **December 8, 2021**
Type of Item: **Administrative – Plat Amendment**

Recommendation
Open a public hearing and continue the item to a date uncertain.

Description

Applicant:	Douglas Ogilvy, REDUS Park City, LLC
Location:	3805 Fox Tail Trail (Parcel No. PCA-S-98-SEC-11)
Zoning District:	Estate and Recreation Open Space
Adjacent Land Uses:	Residential, Open Space
Reason for Review:	Subdivisions require Planning Commission review and recommendation and City Council review and action.

Summary
The Applicant continues to work on updating and finalizing the proposal and Staff will review the materials as they are submitted.

Planning Commission Work Session Staff Report

PLANNING DEPARTMENT

Subject: Deer Valley Snow Park Base Area Development
Project #: PL-21-04811
Author: Alexandra Ananth – Senior Planner
Date: December 8, 2021
Type of Item: Work Session – Amend the Deer Valley MPD and Obtain a CUP for Phase 1 of the Snow Park Village Redevelopment

Recommendation

Hold a Work Session on the Snow Park Base Area project with a continued focus on the applicant's Transportation Analysis (TA) and progress made since the October 27, 2021 Work Session.

The next Planning Commission meeting for this project is scheduled for January 26, 2022.

Description

Applicant	Deer Valley Resort
Location	2250 Deer Valley Drive South
Parcels	PC-745-11 (Parking Lots); PC-745 (ponds); PC-900-4 (Snow Park Lodge Parel); PC-900-3 (Snow Park Lodge Parcel)
Zoning District	Residential Development (RD), within the Deer Valley Resort MPD (DV MPD)
Adjacent Land Uses	Residential, Resort, Open Space
Reason for Review	MPDs and CUPs require Planning Commission review and approval

Abbreviations

Conditional Use Permits (CUP)
Deer Valley Resort (DVR)
Development Agreement (DA)
Land Management Code (LMC)
Master Planned Development (MPD)
Residential Development (RD)
Recreational Open Space (ROS)
Right-Of-Way (ROW)
Transportation Network Companies (TNCs)
Transportation Demand Management Plan (TDM)
Vehicle Miles Traveled (VMT)

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Project Overview and Background Information

The Planning Commission held Work Sessions for this project on the following dates:

1. July 28, 2021 (Staff Report; Minutes p. 25-37)
2. August 25, 2021 (Staff Report; Minutes p. 2-13)
3. September 22, 2021 (Staff Report; Minutes p. 2-13)
4. October 27, 2021 (Staff Report; Minutes p. 9-15).

See Exhibit A, for a summary of the project and additional background information including goals and objectives of the City's General Plan for the Lower Deer Valley Neighborhood.

Analysis

At the October 27, 2021, Planning Commission Work Session staff introduced the City's Third-Party Transportation Engineer, Wall Consulting Group (WCG) including Gary Horton, Project Manager, and Jeremy Searle, PE, PTOE, who are assisting City staff with the transportation analysis.

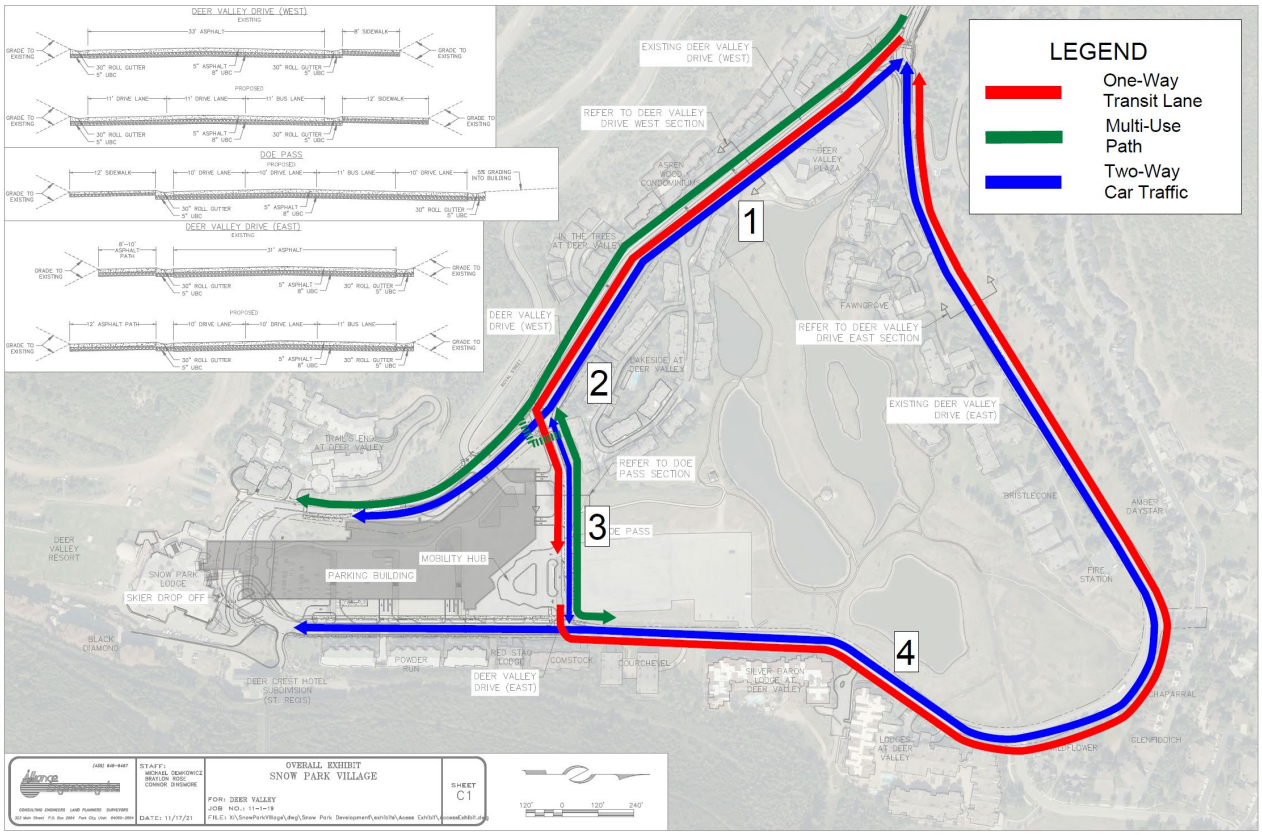
Staff discussed the City's larger transportation goals as informed by the General Plan for the Lower Deer Valley Neighborhood and the City's adopted Transportation Plans including the City's Modal Priority for Decision Making, Transit First, and priority for alternative modes of transportation to encourage greater use of public and active transportation and less dependency on personal automobiles. These goals are also part of the MPD requirements outlined in Land Management Code (LMC) Sections 15-6-5(G)(5) and 15-6-5(G)(8), which address separated pedestrian and bike circulation as well as enhanced transit amenities.

The City's goals for the site with respect to transportation include:

1. Prioritizing and incentivizing transit with dedicated bus lanes between the Y-intersection and the Resort; (15-6-5(G)(8))
2. Prioritizing safe pedestrian and bike access and connectivity to and around the site, including the popular "Deer Valley Loop;" (15-6-5(G)(5))
3. Right sizing parking and using paid parking as a tool to support this strategy; (15-6-5(E))
4. An actionable TDM program for the Resort that prioritizes transit and ensures a modal shift is achieved and annually reviewed; (City's Adopted Transportation Demand Management Plan) and
5. Adequate mitigation for increased traffic on Deer Valley Drive East. (15-6-6(P))

Since the October Work Session City Staff and Deer Valley representatives have met on three (3) occasions (November 3, 11, and 18) to work towards an agreement on the best transportation and circulation scenario for the site that meets both the City's and the applicant's goals. This resulted in the applicant presenting a "Transit Loop" to the City on November 18, 2021, that provides a one-way dedicated bus-only lane in a

counterclockwise loop from the Y-intersection on Deer Valley Drive West to Doe Pass Road, and around Deer Valley Drive East back to the Y-intersection. This alternative also includes a 12-foot-wide separated multi-use path (for pedestrians and bicyclists) along portions of the same loop.



Applicant's Proposed Transit Loop

The City is continuing to evaluate the applicant's proposed Transit Loop but appreciates that the Transit Loop 1) prioritizes transit by dedicating one lane to buses without significantly widening the road; and 2) provides additional flexibility for transit as buses would not be required to circulate in a one-way manner (buses traveling the clockwise loop would travel in the general-purpose traffic lane). Staff also notes that a bus-only lane is an option for emergency response vehicles.

To further evaluate the applicant's proposed Transit Loop the City and WCG asked for more detailed information on intersections, driveways, turning lanes, and conflict points to evaluate how the proposed Transit Loop will function.

Staff and WCG suggest additional modifications to the Transit Loop which include 1) allowing for two bus-only lanes on Doe Pass Road; and 2) a bus queue jump at the intersection of Deer Valley Drive West and Doe Pass Road. Doe Pass Road is the access point to the Transit Mobility Hub and providing two bus-only lanes (one in each

direction) with the Transit Loop around the entire Deer Valley Loop gives transit multiple routing options and the most direct access. These recommendations are outlined in WCG's recent Technical Memorandum to the applicant (Exhibit B) dated November 23, 2001.

Additional unresolved issues include 1) the applicant has not reduced the number of curb cuts into the garage on Doe Pass Road and Deer Valley Drive East, which create multiple conflicts with transit, pedestrians, and cyclists; 2) it is not clear if the 12-foot multi-use path extends around the entire Deer Valley Loop; and 3) mitigation for Deer Valley Drive East is still being evaluated with updated trip generation numbers in progress.

Since the last Work Session, the applicant submitted revised Trip Generation Estimates for the Snow Park Village, resulting in a significant *increase* in estimated daily trips for the project (Exhibit C). This analysis was done at the request of WCG who noted that the applicant's trip generation rates in the submitted Transportation Analysis appear to be unreasonably low and that the applicant may be double counting some trip reductions they were taking credit for and thus undercounting actual projected vehicle trips.

These revised Trip Generation Estimates are an intermediate deliverable while additional details regarding site access and circulation are being resolved and will result in a revised Transportation Analysis for the Snow Park Village Project. The City is comfortable with the applicant's revised approach and revised Trip Generation numbers, which are more conservative (predict more trips than originally presented in the applicant's Transportation Analysis) and appear to be in line with expected trip generation and traffic impacts resulting from the project.

Proposed Right of Way Vacation

Staff notes that the applicant's overall circulation plan is contingent on City Council's review and approval, following Planning Commission recommendation, of their ROW vacation and dedication proposal. Staff recommends the applicant proceed with their ROW application now that the applicant addressed Park City Fire District's preliminary response concerns. The ROW vacation is processed as a separate plat amendment process, and the Planning Commission and applicant should discuss the best timing to avoid putting the cart before the horse, but to avoid getting too far ahead in the site plan review that remains dependent upon a separate re-alignment needing its own public hearing process and decision of the City Council.

Summary

Although some unresolved issues remain, staff wishes to acknowledge the collaboration and progress that has occurred over the past month.

Based on this preliminary review, the Planning Department requests the following supplemental information for review prior to the January 26, 2021, Planning Commission meeting:

1. Proceed with a plat application for review and possible approval of the proposed ROW dedication and vacation.

2. Respond to issues raised by staff and WCG to date in Technical Memorandums.

3. Submit a final Transportation Analysis.

Exhibits

A – Project Overview and Background Information
B – WCG's Transit Loop Technical Review Memorandum
C – Applicant's Revised Trip Generation Memorandum
D – Public Input

Exhibit A

Project Overview and Background Information

On April 13, 2021, Deer Valley Resort (DVR) submitted a Conditional Use Permit (CUP) application for the expansion and redevelopment of the Snow Park Base Area. The CUP application is for Phase 1 of a proposed 3 phase redevelopment plan for the Snow Park base area and surface parking lots. Specifically, the 3 phases include:

- Phase 1: Overall Site Plan, South Parcel Parking Structure, and a proposed Transit and Mobility Hub (current CUP application). The proposal includes redirecting traffic and prioritizing transit on Deer Valley Drive, separating transit from general-purpose vehicles, as well as relocating the arrival and departure experience for parking and drop-off. The applicant is also proposing the City vacate a significant portion of Deer Valley Drive West Right-Of-Way for the project, and the applicant would dedicate a new 60-foot Right-Of-Way to the City for Doe Pass Road. The new garage includes day skier parking and parking for future hotel, residential and commercial uses on four levels.
- Phase 2: South Parcel Residential and Commercial Development (future CUP for development on top of the Phase 1 South Parcel Parking Structure including hotel and residential lodging, retail, dining, and entertainment uses). Also proposed is an addition to Snow Park Lodge.
- Phase 3: North Parcel Parking Structure with Residential and Commercial Development (future CUP).

The applicant has stated that they do not anticipate seeking additional density beyond what is allocated to the Snow Park Parcels in the Twelfth Amended and Restated Large Scape Master Planned Development Permit (MPD), which is 209.75 Residential Unit Equivalents, and approximately 22,000 square feet of Commercial and Support Commercial Uses. The application requests a reduction in the number of required Off-Street Parking stalls per the LMC. The entire development triggers the requirement of 2,262 parking spaces and 227 bicycle parking spaces. Deer Valley Resort is seeking a reduction to 1,800 parking spaces, a total parking reduction of ~20%.

Governing Documents

The following documents govern the Deer Valley Snow Park Base Area:

1. 1977 Special Exception Permit, amended multiple times;
2. Deer Valley Twelfth Amended and Restated Large Scale MPD Permit (MPD/DA) dated November 30, 2016. ***Currently in place****;*
3. Park City's Land Management Code (LMC);
4. Park City's current Affordable Housing Resolution 25-2020;
5. Park City's 2014 General Plan including the Lower Deer Valley Neighborhood;
6. Park City's Adopted Transportation Plans, as prioritized by the

Park City Vision 2020 and the five Strategic Pillars.

Background

Deer Valley Resort (previously known as Royal Street Land Company) was originally issued a Special Exception Permit in 1977, which has since been amended twelve times. The Deer Valley MPD authorizes Densities for the nine multi-unit parcels that surround the base area, the 2,110 residential units within the MPD, and the Snow Park Village Parcel which currently consist of surface parking lots.

The Snow Park Village parcel is 14.93 acres and is zoned RD-MPD. The Snow Park Village Parcel is currently authorized for 209.75 Unit Equivalents, although this has changed over time.

History of the Resort
Deer Valley Resort opened in December 1981, with five chairlifts, 35 ski runs on Bald Eagle and Bald Mountain, and two day lodges, Snow Park and Silver Lake. Over the years the mountain has expanded to 21 chairlifts including one gondola and 103 ski runs, three-day lodges, and over 2,800 staff members.

Deer Valley takes pride in the concept of providing an overall high-quality and customer-service-oriented resort experience. Deer Valley now includes summer activities including lift-served mountain biking and hiking, scenic chair lift rides, and summer adventure camps for children. The Snow Park Outdoor amphitheater offers regular community concerts.

No formal site plan has been established or approved for the Snow Park Village development site. Density is assigned on a parcel-by-parcel basis in the MPD.

Requirements of the Current DV MPD
The MPD notes that for projects within the DV MPD, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density. Limits of disturbance, vegetation protection, and building design standards apply.

Required Off-Street Parking for each parcel or portion of the MPD is based on the City's Land Management Code in effect at the time of application for a building permit for the respective portion of the project. Parking may not encroach into zoned open space.

Exhibit 2 of the MPD lists commercial and support space allotted to the project. Support Commercial shall be permitted and used as defines in the Code as amended at the time of application.

The MPD's affordable housing requirements and current status are under review by Housing staff and will be presented in a subsequent report.

The applicant must submit updated technical reports with regard to traffic monitoring, water systems, and sewer systems for review by the Commission as needed for specific project review.

Pedestrian and bicycle paths are required and the Deer Valley Trails Master Plan must be updated as necessary. Paths and Trails shall tie into the bus system that serves Deer Valley and shall form a year-round system. With the exception of the parcels identified in Exhibits 1 and 2, all remaining property is designated “landscaped open space”.

The MPD acknowledges that the applicant shall be obligated to construct and convey to the City any water storage, pumping, and transmission lines necessary to store and transmit culinary water, irrigation water, and water for fire flows to all the buildings as required by the City.

The MPD permits 209.75 Authorized Unit Equivalents of Density to the Snow Park Village Parcel, subject to the Conditional Use Review, and notes that the permittee shall file a completed application form supported by the information set forth in Section 15-6 of the City’s LMC. Parking is also based on the Code in effect at the time of application.

As noted earlier, there is no approved site plan associated with the Snow Park development parcels other than when the Deer Valley Sixth Amended and Restated Large Scale MPD was approved subject to the rezone of the north 1.48 acres of the Sports Facility Parcel from RD-MPD to ROS, which effectively created a pool of Commercial Density for designated parcels and resulted in the change from Figure 2 below to Figure 1 below.

Figure 1: Snow Park Hotel Parcel after the 1991 Zone Change.

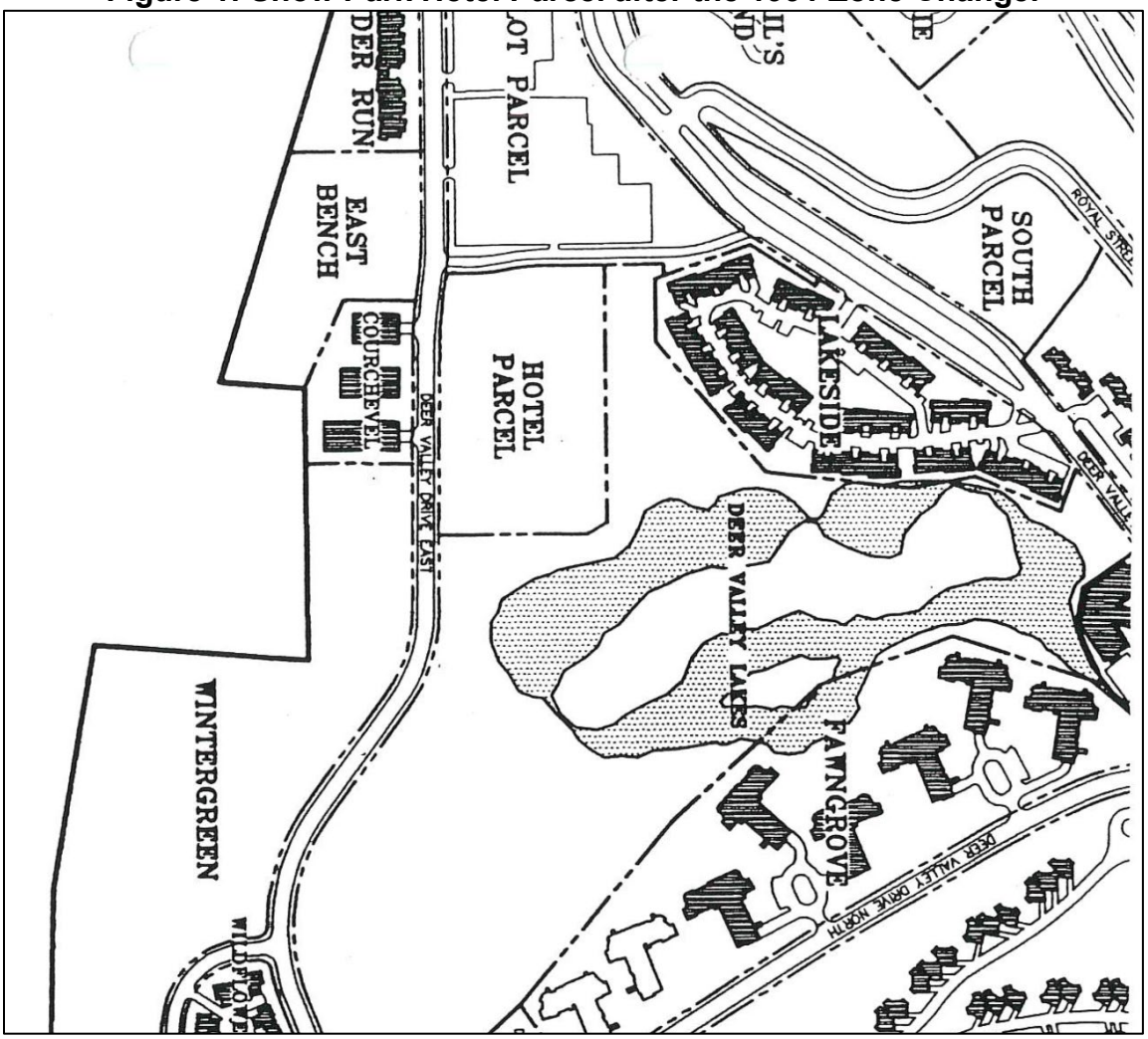
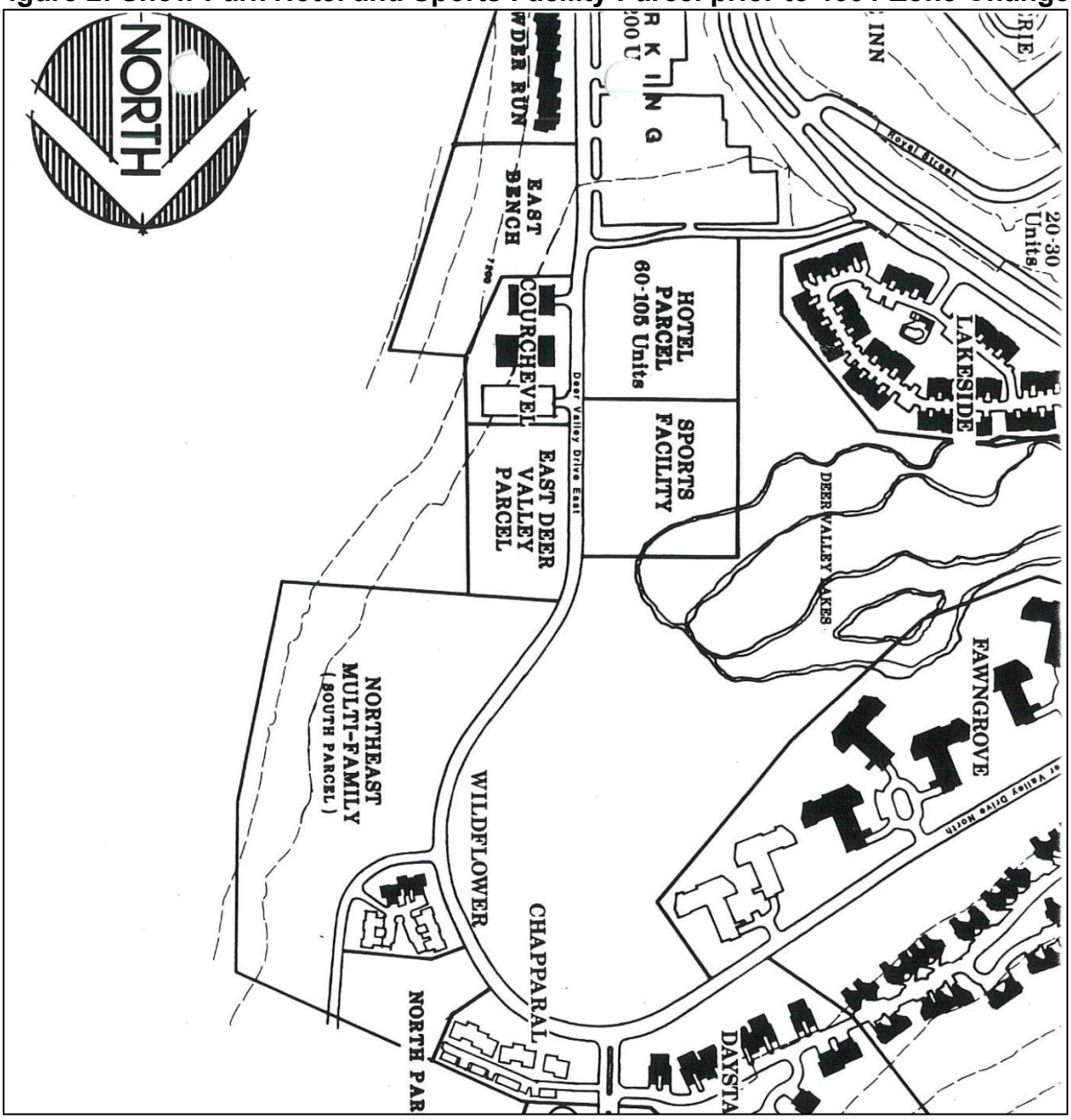


Figure 2: Snow Park Hotel and Sports Facility Parcel prior to 1991 Zone Change.



This Zone Change was approved by the City Council on February 7, 1991.

The Planning Department notes that the expansion of the Snow Park Lodge, which is located on two separate parcels across Deer Valley Drive South from the parking lot parcels, is also proposed as part of this project.

Park City's General Plan for the Lower Deer Valley Neighborhood
The Lower Deer Valley neighborhood is dominated by nine large multi-family condominiums authorized by the DV MPD for 383.5 Dwelling Units. Single-family homes exist along the northern edge in subdivisions including Solamere, Morning Star, the Oaks, and Hidden Meadows. Many of these residential units are second homes,

although this is changing as more homeowners have begun living full-time in their second homes during the Covid-19 pandemic. Nightly rentals are allowed by most HOAs.

Park City's General Plan for the Lower Deer Valley Neighborhood notes that future planning should be directed towards maintaining the world-class resort experience and that the arrival experience should be preserved.

The development of the Snow Park Parking Lots will be a tremendous impact on the character of the Lower Deer Valley neighborhood and it is noted in the General Plan that "the opportunity exists for a true 'village' base area to be built that is complementary to the surrounding multifamily condominiums set around the periphery of the parking lots... compatibility, view corridors circulation and connectivity is a priority for the future design….[a]nd that development "could add to the Apres Ski experience of dining and shopping, while providing an opportunity to divert load out traffic at the end of the ski day. This may also provide Lower Deer Valley residents increased local amenities that improve walkability and the visitor experience." [General Plan p. 239]

The Lower Deer Valley area hosts major events at the resort such as the Freestyle Championships, mountain bike races, and concerts, which support the Resort and Hospitality industries of Park City.

The General Plan notes that other issues critical to Deer Valley's continued success include:

1. Improved traffic flow and emergency egress to US-40 including priority given to alternative modes of transportation;

2. Housing opportunities for all;

3. World-class hiking and biking trails connecting Deer Valley to the rest of Park City. Gondola transportation should also be explored as a means of decreasing Vehicle Miles Traveled (VMT).

WALL CONSULTANT GROUP
2139 South 1260 West, Salt Lake City, UT 84119-1464

TECHNICAL MEMORANDUM

Date: Tuesday, November 23rd, 2021

To: John Robertson, City Engineer

Cc: Alexandra Ananth, Senior Planner

From: Jeremy Searle, PE, PTOE and Gary Horton, SE

Subject: Snow Park Village Transit Loop Review

Purpose

WCG was asked to review the submitted transit loop alternative for the proposed Snow Park Village Redevelopment project at Deer Valley. The proposed development is located at the Deer Valley Resort Lodge and extends north through the existing parking lots and is bounded by Deer Valley Drive on either side. A future phase of this project could occur on the large parking area north of Doe Pass Road. The Transit Loop plan was discussed at the DVR Snow Park Transportation Meeting #2 held on November 18, 2021. This memorandum includes our review comments, as well as questions and concerns voiced by Park City staff.

Summary

The Transit Loop alternative provides a dedicated bus only lane in a counter clockwise loop from the Y intersection to Doe Pass Road, and around Deer Valley Drive East back to the Y intersection. Doe Pass Road would still include a dedicated general purpose lane in both directions for all vehicles. This alternative also includes a 12' sidewalk or asphalt path along the same loop. Transit vehicles are not forced to circulate in a one-way only manner, however they would only have a dedicated lane in one direction. Buses traveling in a clockwise manner would travel in the general purpose lanes. The proposed signal at the Y intersection would include transit signal priority for all directions.

Review

After completing an initial review of the transit loop alternative and discussing with Park City staff, WCG has the following observations, comments, and questions:

1. Please explore an alternative that includes all transit loop elements as well as a second dedicated bus only lane for westbound buses on Doe Pass Road, with a queue jump at the Deer Valley Drive West / Doe Pass Road intersection to get buses out in front of general traffic heading back toward the Y intersection. This would provide bus only lane in both directions on Doe Pass Road. Could this be a feasible option to get buses out of the mobility hub quickly and safely, as well as prioritize them onto Deer Valley Drive West without providing a second bus only lane on Deer Valley Drive West?
2. Please provide a comparison of travel times for buses for the following comparisons (include travel times for buses traveling both clockwise and counterclockwise):
    a. The proposed transit loop alternative

   b. One way only for general vehicles on Doe Pass Road, and a dedicated bus only lane in both directions on Doe Pass Road (as discussed at our previous transportation discussion meeting).
   c. A third alternative that includes all transit loop elements as well as another dedicated bus only lane for westbound buses on Doe Pass Road, with a queue jump at the Deer Valley Drive West / Doe Pass Road intersection to get buses out in front of general traffic heading back toward the Y intersection.

3. There is still significant concern with the number of driveways on Doe Pass Road. Is it possible to eliminate one of the accesses to the parking garage on Doe Pass? If not, please provide clear reasons why this is not feasible.
   a. Please better address the pedestrian conflicts around the development with all of the driveways. What mitigation measures will be implemented at the driveway and intersection crossings to protect pedestrians?
   b. Please address the impact to bus operations and potential conflicts for buses on Doe Pass Road with the two nearby driveway locations.
   c. Could one or two of the other parking garage accesses be removed? Could the garage be ramped with parking included on the ramps instead of separate levels?
4. The submitted drawings shows a 12’ sidewalk or asphalt trail all the way around the loop, including Deer Valley Drive East. Can you please confirm that the existing 8’ trail would be reconstructed to be 12’ wide along Deer Valley Drive East?
5. Please provide additional geometric drawings showing how the Y intersection, Deer Valley Drive West / Doe Pass Road, and Deer Valley Drive East / Doe Pass Road will function with the dedicated transit only lanes, intersection control, lane alignment, pedestrian crossings, etc.
6. How will buses leaving the mobility hub and turning left from Doe Pass Road onto Deer Valley Drive East be prioritized, especially during the PM peak traffic?
   a. Previous reviews included concern about the bus turning templates for these movements. Please double check these turning movements.
7. Please clarify the proposed Doe Pass Road cross section. This shows general purpose lanes on either side of the bus only lane. Is this correct? This would cause additional conflicts for buses.
8. Please remove the road structural section from the cross sections. These thicknesses will need to be determined with a geotechnical study, not just the minimum shown. Cross sections on these preliminary drawings should show geometrics only, not structural thicknesses.

FEHR PEERS

MEMORANDUM

Date: November 29th, 2021

To: Alexandra Ananth, Park City Planning

From: Fehr & Peers

Subject: **Revised Trip Generation Estimates for the Snow Park Village Traffic Impact Study**

UT20-2245

This memorandum presents revised trip generation estimates for the proposed Snow Park Village project at Deer Valley Resort. The original trip generation estimates included in the Traffic Impact Study (April 2021) were reviewed by Park City staff and Wall Consulting Group (WCG), a third-party reviewer retained by the City. Park City staff, through WCG, requested revisions to the trip generation estimates with supporting documentation and/or rationale. Revisions presented in this memorandum are based on an updated land use plan, a local precedent study, comparable trip resort analysis, published trip generation rates from the Institute of Transportation Engineers, and mode shift assumptions derived from the Summit County travel demand model. This memorandum is an intermediate deliverable while additional details regarding site access and circulation are being resolved.

In summary, revised trip generation estimates for the Snow Park Village project show 2,204 daily trips, 166 trips in the Saturday AM peak-hour, and 201 trips in the Saturday PM peak hour. When compared with estimates included in the April 2021 traffic impact study, this results in an 60 percent increase in estimated daily trips, 80 percent increase in the Saturday AM peak-hour trips, and a 148 percent increase in the Saturday PM peak-hour trips.

Trip Generation Estimates

Trip generation estimates focus on Saturday AM and PM peak-hour operations due to the nature of how a ski resort operates: skier traffic is consistently highest on Saturdays. Updated trip generation estimates for Snow Park Village are presented below in **Table 1**.

Snow Park Development

Land Use[1]	Number of Units	Unit Type	Rate[2]	Daily Trip Generation[3]	% Entering[4]	% Exiting[4]	% Walk/ Bike[5]	% Transit[5]	% Paid Parking[7]	% Internal Capture[6]	% Resort Int. Capt.[9]	Trips Entering	Trips Exiting	**New Daily Trips**
(220) - Multifamily Housing Low-Rise	125	Dwelling Unit	8.14	1,018	50%	50%	4.6%	3.0%	-	1.9%	-	461	461	**922**
(330) - Resort Hotel	192	Rooms	6.27	1,204	50%	50%	4.6%	3.0%	15.0%	1.9%	-	455	455	**910**
(820) - Shopping Center	26.5	1,000 Sq. Ft	46.12	1,222	50%	50%	4.6%	3.0%	15.0%	-	90.0%	48	48	**96**
(495) Recreational Community Center	40.0	1,000 Sq. Ft	9.10	364	50%	50%	4.6%	3.0%	15.0%	1.9%	-	138	138	**276**
Net Weekday Trips				**3,808**								**1,102**	**1,102**	**2,204**

Land Use[1]	Number of Units	Unit Type	Rate[2]	AM Peak Hour Trip Generation[3]	% Entering[4]	% Exiting[4]	% Walk/ Bike[5]	% Transit[5]	% Paid Parking[7]	% Internal Capture[6]	% Resort Int. Capt.[8]	Trips Entering	Trips Exiting	**New AM Peak Hour Trips**
(220) - Multifamily Housing Low-Rise	125	Dwelling Unit	0.46	58	23%	77%	5.6%	1.9%	-	3.7%	-	12	40	**52**
(330) - Resort Hotel	192	Rooms	0.41	79	72%	28%	5.6%	1.9%	15.0%	3.7%	-	42	17	**59**
(820) - Shopping Center	26.5	1,000 Sq. Ft	0.94	25	62%	38%	5.6%	1.9%	15.0%	-	96.2%	1	1	**2**
(495) Recreational Community Center	40.0	1,000 Sq. Ft	1.76	70	62%	38%	5.6%	1.9%	15.0%	3.7%	-	33	20	**53**
Net Saturday AM Peak Hour Trips				**232**								**88**	**78**	**166**

Land Use[1]	Number of Units	Unit Type	Rate[2]	PM Peak Hour Trip Generation[3]	% Entering[4]	% Exiting[4]	% Walk/ Bike[5]	% Transit[5]	% Paid Parking[7]	% Internal Capture[6]	% Resort Int. Capt.[8]	Trips Entering	Trips Exiting	**New PM Peak Hour Trips**
(220) - Multifamily Housing Low-Rise	125	Dwelling Unit	0.70	88	60%	40%	3.4%	2.9%	-	10.6%	-	44	30	**74**
(330) - Resort Hotel	192	Rooms	0.70	134	43%	57%	3.4%	2.9%	15.0%	10.6%	-	40	53	**93**
(820) - Shopping Center	26.5	1,000 Sq. Ft	4.50	119	52%	48%	3.4%	2.9%	15.0%	-	96.2%	2	2	**4**
(495) Recreational Community Center	40.0	1,000 Sq. Ft	1.07	43	52%	48%	3.4%	2.9%	15.0%	10.6%	-	16	14	**30**
Net Saturday PM Peak Hour Trips				**384**								**102**	**99**	**201**

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 10th Edition Trip Generation Manual (ITE Manual)

2. ITE Trip Generation Rates. Hotel rates derived from data collected on Saturday, February 17, 2018, for the Canyons Village Management Association Transportation Master Plan.

3. Traffic Generated by the development according to trip generation rates provided in the ITE Manual (custom rates for Hotel).

4. Percentage of trips Entering and Exiting the development according to the ITE Manual.

5. Percentage of trips that shift to active transportation or transit modes based on data collected by U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

6. Percentage of trips that are captured internally to the site based on rates published in ITE Manual.

7. Percentage of trips that shift to transit due to parking costs based on Fehr & Peers's Parking Cost Tool. The tool estimates close to 20%; 15% assumed for conservative results.

8. Percentage of trips that are captured internally to the site for retail/restaurant based on Squaw Valley winter overnight visitor survey conducted in 2011, for weekend AM and PM peak hours.

9. Daily retail/restaurant internal capture percentage was assumed to be lower than AM and PM peak hours due to employees, which daily travel patterns are not as affected as much as peak hours.

Source: Fehr & Peers

Key Revisions

Trip generation estimates in this memorandum incorporate several key revisions, including:

- Updated resort hotel trip generation rates taken from the 2018 Canyons Village Transportation Master Plan
- Assumed mode shift away from private car taken from MXD, the Environmental Protection Agency's approved trip generation method, and the Summit County travel demand model for all proposed land uses
- Reductions in trip generation rates due to the implementation of paid parking for day skiers and most proposed land uses
- Reliance on trip internalization derived from MXD and the Summit County travel demand model for most proposed land uses
- The rate of internal capture assumed due to complementary land uses derived from analysis at a peer resort (Palisades at Tahoe, formerly known as Squaw Valley)

This combination of updates represents a much more conservative foundation for subsequent traffic analysis. Each of these changes and justification for each are described in greater detail below.

Resort Hotel Trip Generation Rates

The third-party reviewers (WCG) noted that the resort hotel trip generation rates appeared unreasonably low based on observed trip generation rates recorded during the development of the 2018 Canyons Village Transportation Master Plan. While there are a handful of key factors that might result in trip generation rates closer to those in the original Snow Park Village Traffic Impact Study, including proximity to the interstate and other complementary land uses, estimates in this memorandum used the local rates recorded at the Canyons.

Assumed Mode Shift

To avoid double-counting potential reductions, as was the case in the original Snow Park Village traffic impact study, the trip generation estimates in this memorandum rely solely on mode shift derived from the MXD methodology and underlying assumptions from the regional travel demand model. These reductions, which are shown in the columns titled "% Walk/Bike" and "% Transit," are applied to all proposed land uses. This results in a more conservative and defensible analysis,

however, it does not account for the planned changes to transit service in Park City and the world-class transit facility proposed as part of the Snow Park Village project. Potential mode shift to transit for those traveling to and from Deer Valley may be higher following such improvements.

Reduction in Vehicle Trips due to Implementation of Paid Parking

Charging for parking is a reliable method by which to influence mode choice, and Deer Valley intends to implement paid parking as part of the Snow Park Village proposal. The original Snow Park Village traffic study assumed a reduction in vehicle trips of nearly 18% and applied it to all land uses. This reduction was developed based on approximately 50 studies on the effects of paid parking from across the United States. WCG noted this reduction seemed high based on assumptions about typical Deer Valley clientele and their assumed willingness to pay for fees in addition to lift tickets, meal, lessons, and/or equipment rentals.

Reductions in trip generation due to the implementation of paid parking at Deer Valley have been scaled back to present a more conservative estimate of how parking pricing will affect trip generation. While we agree that some Deer Valley clientele may be much less sensitive to additional costs associated with a day's skiing as presented in the traffic study, almost 45% of existing trips to and from Deer Valley start and end at points along the Wasatch Front, residents of which are more likely to alter their behavior based on willingness to pay (note the massive increase in peripheral on-street parking at a greater distance to ski lifts, at Deer Valley's IKON pass-sharing resort, Solitude, which implemented paid parking a couple of seasons ago). Lastly, reductions in trip generation due to the implementation of parking pricing are applied only to the resort hotel-, shopping center-, and recreational community center-generated trips, as proposed residential uses at the site are unlikely to require that residents pay for parking on a daily basis.

Trip Internalization Derived from MXD

A fundamental element of the Snow Park Village proposal is to provide amenities, services, and entertainment options that complement each other and the ski resort itself. This means that peak-hour trips that might occur without complementary land uses are either delayed (so that they do not occur during the peak hours) or do not require a vehicle trip due to proximity of different uses. Trip internalization rates, presented in **Table 1** under the column heading "% Internal Capture" are applied only to the residential-, resort hotel-, and recreational community center-generated trips, and present a more conservative rate of internalization than presented in the original Snow Park Village traffic impact study.

Trip Internalization Derived from Squaw Valley

While the residential, hotel, and community center uses are expected to be destinations unto themselves that will generate a measurable number of peak-hour vehicle trips, the food service and retail uses (shown in **Table 1** as "Shopping enter") are expected to almost exclusively serve guests already at Deer Valley rather than guests traveling to Deer Valley explicitly for those services.

To support this assumption, trip generation estimates for the shopping center uses in this memorandum rely on trip internalization estimates derived from an origin-destination survey conducted at the Squaw Valley, California resort in 2011. Surveys conducted showed that 95-97% of customers at dining and retail uses in a similar context (ski resort base village) were already at the village for other purposes, and did not travel solely for the dining/retail use. Reductions based on the data from Squaw Valley are presented under the column heading "% Resort Int. Capt." And are applied only to the shopping center uses. We assume that employees for these uses will almost exclusively arrive and depart during off-peak periods, resulting in lower reductions for daily trips generated by the shopping center uses.

Conclusion

Trip generation estimates prepared for the original Snow Park Village traffic impact study were based on an older land use plan, double-counted some reductions in vehicle trips, applied others to incorrect land uses, and over-emphasized the potential reductions in vehicle trips derived from paid parking. However, this memorandum relies on several assumptions that are fundamental to the Snow Park Village proposal:

- Complementary land uses will reduce peak-hour vehicle trips by providing alternatives to driving
- Employees will typically arrive and depart during off-peak periods
- Charging for parking is one of the most powerful tools available for influencing mode choice, relying on an appropriate pricing structure being implemented

The trip generation estimates presented in this memorandum represent a conservative set of analyses that will inform a fully revised traffic impact study for the Snow Park Village Project.

Alexandra Ananth

From: planning
Sent: Thursday, November 18, 2021 8:41 AM
To: Alexandra Ananth
Subject: FW: [External] Development Plans

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: Brock Cardiner <brockcardiner@gmail.com>
Sent: Wednesday, November 17, 2021 7:55 PM
To: planning <planning@parkcity.org>
Subject: [External] Development Plans

[CAUTION] This is an external email.

Good evening,

My name is Brock Cardiner and I am the son of Orly Frank, a homeowner in Lower Deer Valley. I am writing to express my concerns about the increasing number of developers descending on our beloved mountain town, as outlined in the Park Record.

I learned to ski as a child in Park City and have since been lucky enough to live in the area part time thanks to my mother's purchase a few years ago. I would like to share my sincere opposition specifically to Vail Resorts' desire to sell its development rights for the four surface parking lots to PEG. It must be a loophole that PEG will be allowed to use 11 acres of PCMR ski runs to count towards the open space it is required to have for this parking lot development. Therefore this contract sale should not be allowed and, of course, the development itself should not proceed.

Thank you for your time and consideration.

Best,
Brock

Brock Cardiner
+1 323 828 1162

Alexandra Ananth

From: planning
Sent: Wednesday, November 17, 2021 1:04 PM
To: Alexandra Ananth
Subject: FW: [External] re: excessive development

From: Orly Frank <lafemme1161@berkeley.edu>
Sent: Wednesday, November 17, 2021 10:48 AM
To: planning <planning@parkcity.org>
Subject: [External] re: excessive development

[CAUTION] This is an external email.

Hello,

The Park Record directed me here. If writing a short email to express my concerns about the deluge of developers who have descended upon our sacred little mountain town is a legit way to participate in protest against this scourge , then I'm all in .

One cannot read this publication anymore without seeing bids by one development company after another encroaching on what was once a quiet, peaceful, scarcely populated paradise. I started skiing in Park CIty/Deer Valley in my 20's and am now in my 60's. My children also learned to ski here . After many decades of struggle I was finally able to buy a townhome in Lower Deer Valley with straight mountain views, views that are soon to change . As soon as I was finally eligible for a senior discount that was snatched away by Alterra. The personal relationship we had with Deer Valley management has changed to the point that I no longer know anyone personally, save one or two people .The restaurant in Snow Park where we enjoyed breakfast before a day of skiing is now apparently revised to be a different entity altogether. We are now facing 5 projected straight summers of construction in our front yard. There goes my happy ,quiet place.

The Mayflower development leaves one wondering how they plan to maintain snow on significantly lower elevations when the Jordanelle Run itself is generally either ice or mush . Not to mention the traffic that will ensue.

Park City Mountain Parking lots. More of the same . Noise , traffic, loss of the very characteristics that made Park City a legend.
Kimball Junction Tech center . . same.
The development of homes around SR 40. Same .
Hideout. Same.
Etc. Etc. Etc. .

I realize many of these deals have been in the making for decades as part of original purchase agreements . I hope the powers that be will take note of whatever voice the people still have in these matters.

Respectfully ,
Orly Grace Frank
Chapparal 102

November 11, 2021

Gretchen Milliken

Planning Director, Park City

Re: Deer Valley Snow Park Village

Proposed Modification of Building Height Envelope

Dear Gretchen:

This letter is a formal request to the Park City Planning Department and Park City Planning Commission to review the planning department's current interpretation of an acceptable building height envelope for the proposed development, as we believe that the current interpretation does not meet the intent of or requirements within the Park City Municipal Code.

The fundamental issue related to the current interpretation is that there is no consideration being given to the existing grade, and instead there is a reliance on a historical natural grade. While this may be an acceptable process with no adjacent existing development, it does not at all meet the intent of your code when a roadway and adjacent developments have been in place for over 30 years.

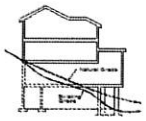
For ease of review of this proposed modification, we will outline the key sections of the Park City Municipal Code, what we believe to be the correct interpretation, and what we are asking be modified from the current interpretation being used as the basis of the proposed development:

- Section 15-15 provides clear definitions of existing grade, natural grade, and final grade. The applicable definition is copied as follows:

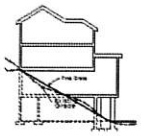
GRADE. The ground surface elevation of a Site or Parcel of land.

Grade, Existing. The Grade of a Property prior to any proposed Development or Construction Activity.

Grade, Natural. The Grade of the surface of the land prior to any Development Activity or any other man-made disturbance or Grading. The Planning Department shall estimate the Natural Grade, if not readily apparent, by reference elevations at points where the disturbed Area appears to meet the undisturbed portions of the Property. The estimated Natural Grade shall tie into the elevation and Slopes of adjoining Properties without creating a need for a new retaining wall, abrupt differences in the visual Slope and elevation of the land, or redirecting the flow of run-off water.



Grade, Final. The finished or resulting Grade where earth meets the Building after completion of the proposed Development Activity.



- Section 15-2 has many sub-sections for different districts, and in each district, the maximum building height is noted and defined. Here is one such example for the residential district:

15-2.13-4 Building Height

No Structure shall be erected to a height greater than twenty-eight feet (28') from Existing Grade. This is the Zone Height.

Here is another:

15-2.1-5 Building Height
No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. Final Grade must be within four vertical feet (4') of Existing Grade, except for the placement of approved window wells, emergency egress, and a garage entrance. The following height requirement must be met:

Note that in every district, the measurement is being made from **existing grade,** not **natural grade.**

- The proposed development is also subject to the requirements of the Master Plan Development section, which also has language on building height, but nothing here allows for looking at natural grade instead of existing grade:

F. **BUILDING HEIGHT**. The Building Height requirements of the Zoning District in which a Master Planned Development is located shall apply, except that the Planning Commission may consider an increase in Building Height based upon a Site specific analysis. Height exceptions will not be granted for Master Planned Developments within the HR-1, HR-2, HRC, and HCB Zoning Districts. The Applicant must request a Site-specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made, according to Subsections (1) through (5) below. In order to grant Building Height in addition to that which is allowed in the underlying Zoning District, the Planning Commission must find that:

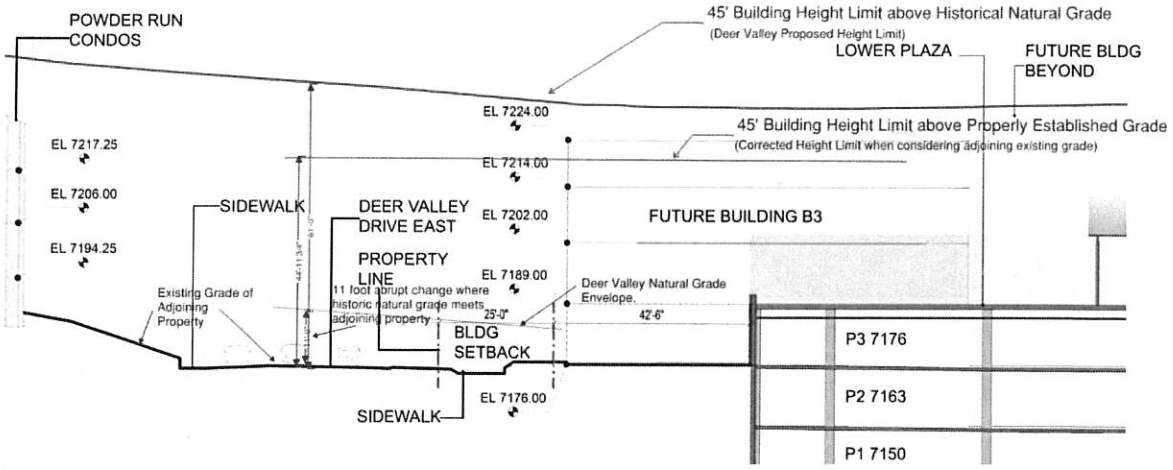
1. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building volume is from the Transfer of Development Credits;
2. Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site specific analysis;
3. There is adequate Landscaping and buffering from adjacent Properties and Uses;
4. Increased Setbacks and separations from adjacent projects are proposed;
5. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible;
6. The additional Building Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review, or the Design Guidelines for Park City's Historic Districts and Historic Sites if the Building is located within the Historic District.

If and when the Planning Commission grants additional Building Height based on a Site specific analysis, the approved additional Building Height shall only apply to the specific plans reviewed and approved by the Planning Commission. Additional Building Height shall be specified as a Finding of Fact in the Master Planned Development Approval, in the Development Agreement, and on each plat within the Master Planned Development that includes a Building with an additional Height allowance.

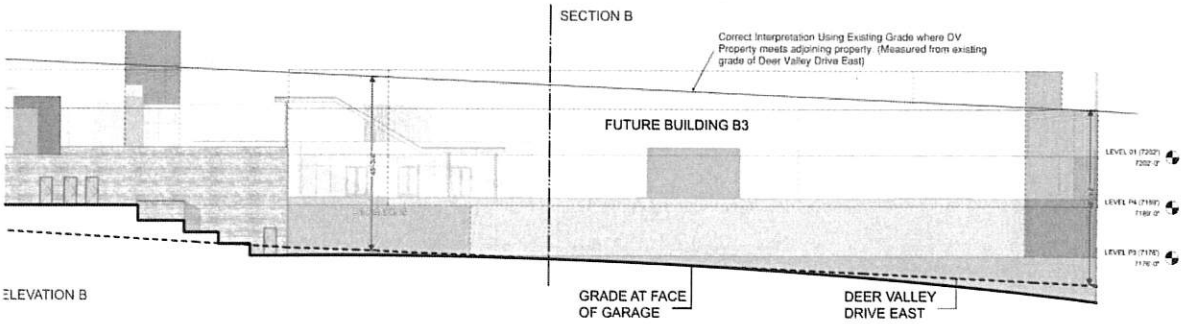
Note the language within that requires "buildings have been positioned to minimize visual impacts on adjacent structures."

Deer Valley has approached the establishment of a maximum building height based on a measure from historical natural grade. One of the reasons behind that request is related to the existing grading of their own property, which was graded for terraced surface parking. It is completely reasonable to request and be granted an interpretation such as this for their existing property, but the additional constraint that needs to be added to determine acceptable maximum building height is the **existing grade of adjacent developed property.** Under Section 15.15, in the definition of the use of natural grade, the code states "The estimated natural grade shall tie into the elevations and slopes of adjoining properties without creating a need for a new retaining wall, abrupt differences in the visual slope or elevation of the land...." It is standard in the industry to consider the tie-in condition which is shared by the adjoining properties, which is the roadway that separates the two properties. Using the proposed interpretation by Deer Valley, the estimated natural grade **does not** tie into the elevations of our adjoining property. In fact, the interpretation would require a very tall retaining wall between the adjoining properties (11 feet in the example section shown below). In addition to the proposed building height envelope that Deer Valley has proposed, the height envelope should be constrained by measuring the allowable height from the **existing grade** of Deer Valley Drive. This would meet the intent of the established maximum building height relative to the visual impacts on adjacent structures. When the adjoining properties were developed, the buildings were configured in consideration of a future development within the Deer Valley property that met the provisions of the Park City Municipal Code.

A visual demonstration of this correctly added constraint is shown below:



Section Between Proposed Development and Powder Run



Elevation of Proposed Development across from Powder Run

We request that Park City Planning Department and Park City Planning Commission modify their interpretation of a maximum allowable building height for this development in the above manner, which will make this consistent with the intent and requirements of the Park City Municipal Code.

Please let us know if you would like to meet to discuss this further or require any further clarifications regarding this matter.

Respectfully Submitted,

John Gavan

Powder Run HOA Board Member

Cc: sarah.hall@parkcity.org; john.kenworthy@parkcity.org; john.phillips@parkcity.org; bill.johnson@parkcity.org; laura.suesser@parkcity.org ; douglas.thimm@parkcity.org; christin.vandine@parkcity.org; alexandra.ananth@parkcity.org; Kimberly.Tessiatore@gmail.com; baueremail@yahoo.com; sissowits@deervalley.com; riwagner@alterramtnco.com;

Alexandra Ananth

From: Bobpdg <bobpdg@cox.net>
Sent: Sunday, October 31, 2021 7:55 AM
To: Alexandra Ananth
Subject: [External] Snow Park Lodge Area

[CAUTION] This is an external email.

Good Morning Alexandra,
Very interesting article about SnowPark lodge parking area and future, Retail development. Being a resident of Deer Valley, as well as an Architect, I get, even more interested. We hope it does not impact, our beautiful surroundings, which takes away from the original Nordic overall designs. Post modern, will not blend well.

Anyway, please keep me posted, as to continued status, as well, as design Modifications, to this initial Design Concept.....elevations, layout, and traffic flow.

Best Regards,
Robert Kuhn
Bobpdg@cox.net

Sent from my iPad

Alexandra Ananth

From: planning
Sent: Thursday, October 28, 2021 10:58 AM
To: Alexandra Ananth
Subject: FW: [External] Lower Deer Valley Resident

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

-----Original Message-----
From: Sydney Hedberg <sydneyhedberg@aol.com>
Sent: Wednesday, October 27, 2021 8:44 PM
To: planning <planning@parkcity.org>
Subject: [External] Lower Deer Valley Resident

[CAUTION] This is an external email.

To Whom It May Concern,

Have been watching this broadcast tonight on the planning commission and I just wanted to voice concern.

This project looks to be absolutely massive. There is an immense amount of wildfire surrounding our homes. From the pond, to the trails winding up into the mountains.

I am a capitalist and I fully understand development for the advancement of society. But I just do implore that this is given more fulsome thought. Including an environmentalist.

60 Minutes this past weekend was voicing concern about the west and the drought we will face over the coming years and decades. It's not a theory. It will and is happening.

Simply I feel this is taking away from the charm of Deer Valley. We do not need any of this. I realize this is not up for public vote but I feel many are in the same boat of this potentially turning into PCMR which we can all agree is a MASSIVE project and there is zero space.

We have Main Street. They have PCMR. We do not need people to stay and hang out after they ski. There is something unique and wonderful about this place because it isn't developed. It isn't the cheesy resorts others have.

We only want to protect our beloved Deer Valley. This area is so sacred and undeveloped. We are losing any and all undeveloped land. It is peaceful and people thoroughly enjoy it.

Best wishes,

Sydney

Sent from my iPhone

Alexandra Ananth

From: Jim Bauer <baueremail@yahoo.com>
Sent: Wednesday, October 27, 2021 3:46 PM
To: Alexandra Ananth
Subject: [External] Comment for 27Oct2021 Planning Commission Meeting--Please Include

[CAUTION] This is an external email.

Alexandra, I have a comment to contribute to this evening's Planning Commission Meeting, regarding DV Snow Park Proposal's work session. It is pasted below. Please include my comment with the documents for this evening's meeting. I will attend this evening's meeting electronically. Thanks much in advance for your help. Sincerely,
Jim Bauer. 2510 Deer Valley Drive East, C-33, Park City, UT. 84060

Deer Valley Resort (DVR)--a for-profit, commercial business--is shoe-horning a expansive development into a long existing neighborhood. The completed project will have ramifications for our whole city, and its impact will ripple out from Lower Deer Valley into all the other neighborhoods of Park City too. As described now, the development will create detrimental effects. If allowed, those problems will become built into Park City. With that said, we only have one chance of getting this right.

The approval-process strategy that DVR has adopted is that it already has permission--via the City's original, master plan--to build out its project as proposed. Further, DVR claims that it does not plan to ask for zoning variances from the City, so the approval process is akin to a formality. In listening to and reading DVR's communications regarding the project being considered for approval, it appears evident that the approach is that the Resort is eager to walk the City's officials through the paperwork, so that it can begin its build-out as described ASAP. The many details of the project aren't really in question, because--in essence--they have already been approved.

There are many you've-got-to-be-kidding-me pieces to the proposed puzzle. As an example, the method that DVR is proposing to define how the existing grades will be established is just plain wrong. It does not follow City code that mandates how elevations are identified. DVR wants its buildings to be higher than the height ceiling mandates. It is not asking for a variance. Instead, it is redefining how existing grade will be established. While it is a novel way to obtain a variance without requesting one, it does not pass the "smell test".

Rather than go through the other line items in this evening's work session, here are two comments that we probably all live by in our professional and personal lives:
* Just because somebody says something doesn't make it true.
* Just because somebody asks you to do something doesn't mean that you have to do it.

As a community with an informed City Planning Commission, we do not have to look any further for guidance than the wrangling and outcome of the Treasure Hill Development.

Thank you for your time. Hope this helps. Keep fighting the good fight!
Respectfully yours,
Jim Bauer

Alexandra Ananth, Senior Planner
Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060
alexandra.ananth@parkcity.org

October 20, 2021

Dear Ms. Ananth,

We are not full-time residences in Park City but cherish our time in the mountains and as part of the community. Our homeowner's association, Fawngrove, recently issued notice of Deer Valley's development of the base parking lots. Reading the presentation, the HOA forwarded and listening to the archived planning commission meetings we are confused. It was said the parking lot development is approved yet we hear in the same presentation, project details have not been provided. If Park City does not have development details how can staff and commissioners approve the development or be sure it complies with historical requirements?

During the planning hearing it was stated that Deer Valley met with the fire department regarding the termination of Deer Valley Drive West and the fire department required continual circulation. The proposed termination of Deer Valley Drive West is a change which requires Park City to give up the public's existing rights and safety for private development at the expense of the people. We are not familiar with circulation routes and access routes, but it feels like Park City allowing the removal of the continuous vehicular flow and existing large visitor drop off jeopardizes public benefit and also safety. Why would the City give up something they don't have to and make something worse for traffic and worse for emergencies? What studies have been conducted allowing Park City to agree to relinquish public property as the roads were dedicated to Park City and maintained by the City and public money for years?

The presenter for the Deer Valley development outlined two entries and exits on Deer Valley Drive East plus potential optional access points. Residing and working back east I use a parking garage regularly and from personal experience it takes substantial time to enter and exit compared to surface lots parking. Narrow drive isles and support columns challenge the best drivers. Has Park City staff secured traffic studies which consider loading times for the substantial parking structure? Limited access points on Deer Valley Drive East could clog Deer Valley Drive and ultimately cause traffic to back up to the intersection and potentially the round-about. As owners in Fawngrove condominiums this is concerning, we request that staff and planning commissioners make certain all impacts are carefully considered and studied. With the current flow through circle, we never experience traffic issues near our property unless there is an accident.

During the hearing a presenter outlined that staff had approved a height variance, stating the existing parking lots are not the baseline, rather a higher height limit was established. What is the

base elevation of the proposed development and what is the difference between the "approved" plan and the newly approved height limit? How did the staff approve a difference from existing grade when Deer Valley has been utilizing the parking lots for years for their business? How does that impact our views and can you as the City allow that if it wasn't originally approved to be that tall?

We purchased our condominium recognizing development was possible and do not oppose Deer Valley developing the parking lots. However, we believe the surrounding owners, and Park City, need to understand the entire plan as it is clear in the video that Deer Valley is only seeking approval of the new parking garage, yet the garage is the underlying structure for the entire development.

Is there a parking space breakout for the public to review? Recognizing the community's ongoing traffic challenges, we assume staff is requiring employee and skier parking to be replaced with the same number of stalls plus new parking for new units. What is the additional parking count for overnight guests?

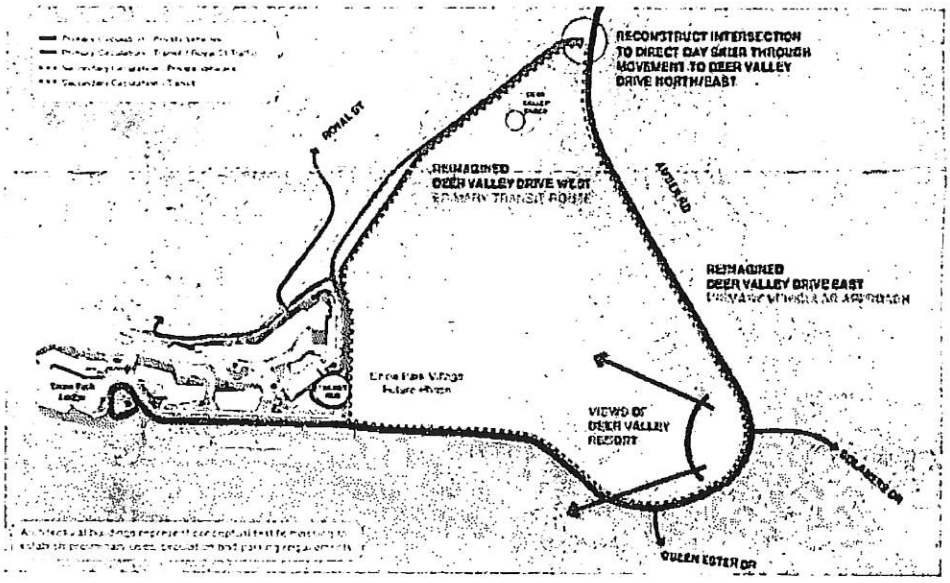
We appreciate Park City working to create a detailed development plan which benefits Deer Valley as well as the public. The McAndrews

Cc: Commissioner J. Phillips, Chair

PARK CITY 1884

SEARCH

Site Circulation Plan



Alexandra Ananth

From: William Sheppard <pikegrain@sbcglobal.net>
Sent: Friday, September 24, 2021 7:45 AM
To: Alexandra Ananth
Subject: [External] Fw: Deer Valley - Snow Park

[CAUTION] This is an external email.

William W. Sheppard, Jr.
Pike Grain Company, Inc.
P.O. Box 550
Louisiana, MO 63353
573-754-6256
pikegrain@sbcglobal.net

----- Forwarded Message -----
From: William Sheppard <pikegrain@sbcglobal.net>
To: PARK CITY UT(CITY) <alexandra.annanth@parkcity.org>; Rebecca Ward <rebecca.ward@parkcity.org>
Cc: John Lindell <john@jlindell.com>
Sent: Friday, September 24, 2021, 08:35:16 AM CDT
Subject: Deer Valley - Snow Park

To planning staff:

The Lower Deer Valley Coalition is interested in seeing how Deer Valley plans to address the noise & privacy abatements for condos along Deer Valley East & West and Doe Pass with the additional vehicular and pedestrian traffic that will impact these areas.

Sincerely,
Billy Sheppard
Lower Deer Valley Coalition
Cell: 314-249-7453

William W. Sheppard, Jr.
Pike Grain Company, Inc.
P.O. Box 550
Louisiana, MO 63353
573-754-6256
pikegrain@sbcglobal.net

Alexandra Ananth

From: Rich Wagner (DEN) <riwagner@alterramtnco.com>
Sent: Wednesday, September 22, 2021 6:22 AM
To: Alexandra Ananth
Subject: [External] Fwd: Lower Deer Valley Project Impact

[CAUTION] This is an external email.

Fyi...looks like Maki had incorrect email for you

RICH WAGNER
VP DEVELOPMENT
ALTERRA MOUNTAIN COMPANY
P 303.749.8316 \ C 530.448.3157
ALTERRAMTNCO.COM

From: DrMakiG <mcgoskowicz@gmail.com>
Sent: Tuesday, September 21, 2021 10:04:32 PM
To: alexandra.annanth@parkcity.org <alexandra.annanth@parkcity.org>; rebecca.ward@parkcity.org <rebecca.ward@parkcity.org>
Cc: William Sheppard <pikegrain@sbcglobal.net>; Rich Wagner (DEN) <riwagner@alterramtnco.com>; Mark Murphy (DV) <m.murphy@deervalley.com>
Subject: Lower Deer Valley Project Impact

NOTICE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender.

Greetings from Trails End Lodge!

Trails End Lodge and Pine Inn, a 45 unit condo-tel complex in Lower Deer Valley, sits right next to Snow Park on the lower slopes of Deer Valley's Success ski run. As president of the HOA, I want to register my support of the long-anticipated development but also bring your attention to some potential problems as it relates to our neighborhood.

Our biggest concern, which I have raised with the developer as well, is the temptation for resort visitors to use the access road/driveway to Trails End Lodge as a convenient place for dropping off riders right next to the gondola. Since that is otherwise a dead end road that goes right alongside the back of the gondola base, the potential is great for numbers of stopped or even parked cars to block our access without a meaningful deterrent such as a private gate which was suggested by the developer. We request that these concerns be addressed in the traffic flow study and in the approval process.

I would do a disservice to my homeowners if I didn't mention the second most voiced concern, which is of the possible noise from the proposed lower Deer Valley project, particularly for our Pine Inn units that are situated right along the path of the gondola. We hereby request that a noise impact study be performed.

Thank you for your time and work on this important development.

Sincerely,

Maki Christine Goskowicz, M.D.
President, Trails End Lodge and Pine Inn HOA

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: Sommet Blanc/B2 East Conditional Use Permit and Amendments to Pod B2 Master Planned Development and Flagstaff Development Agreement
Application: PL-20-04702, PL-21-04771
Author: Makena Hawley, Planner II
Date: December 8, 2021
Type of Item: Administrative – Conditional Use Permit, MPD Amendment & Development Agreement Amendment

Recommendation

Staff recommends the Planning Commission hold a public hearing and consider approving 1) an Amendment to the 2007 Pod B2, Empire Pass MPD; and 2) an amendment to the 2007 Flagstaff Development Agreement; and 3) a Conditional Use Permit for Pod B2 East, Sommet Blanc Residences, at 9300 Marsac Avenue, amending the findings of fact, conclusions of law, and conditions of approval as outlined in the Draft Final Action Letter (Attachment 1).

Description

Applicant:	Sommet Blanc Residences I LLC / Douglas Ogilvy and Hannah Tyler
Location:	9300 Marsac Avenue
Zoning District:	Residential Development (RD) within a Master Planned Development (MPD)
Adjacent Land Uses:	Empire Day Lodge, Montage Deer Valley, Deer Valley Ski Resort
Reason for Review:	The Planning Commission takes final action on Conditional Use Permits and Amendments to Master Planned Developments and Development Agreements

Abbreviations

AUE	Affordable Unit Equivalent
CC&R	Covenants, Conditions, and Restrictions
COA	Conditions of Approval
CUP	Conditional Use Permit
DA	Development Agreement
DRB	Design Review Board
EPA	Environmental Protection Agency
HG	Hill Glazier Plans
JSSD	Jordanelle Special Service District
LMC	Land Management Code
MPD	Master Planned Development
PUD	Planned Unit Development

RD	Residential Development
SB	Sommet Blanc
SF	Square Feet
UE	Unit Equivalent
VMPD	Village Master Planned Development

Terms that are capitalized as proper nouns throughout this Staff report are defined in LMC § 15-15-1.

Summary

The proposed development site is Lot 1 of the B2 East Subdivision (Parcel B2 East, Exhibit D), located at 9300 Marsac Avenue, adjacent to the Deer Valley Empire Day Lodge and the Montage Deer Valley, and is subject to the requirements of the 2007 Empire Pass B-2 Master Planned Development (MPD, Exhibit F) and the 2007 Amended Flagstaff Development Agreement (Development Agreement or DA, Exhibit E).

In November 2020, the Applicant submitted an application for a Conditional Use Permit for three (3) condominium lodges (Multi-Unit Dwellings) with 44 residential units above underground parking, a 3,600-square-foot public restaurant, six (6) townhome villas within three (3) duplexes, and a detached ancillary ski locker building located adjacent to the villa duplexes on the hillside above the condominium lodges. The requests within the CUP required amendments to both the DA and the MPD.

In the Residential Development (RD) zone a Multi-Unit Dwelling is a Conditional Use. Additionally, in conversation with the Applicant, Staff determined that because the Applicant is requesting to amend the approved DA and the approved volumetric guidelines of the 2007 MPD, the Applicant would need to submit a separate application to amend the MPD. These applications are therefore running concurrently.

On February 22, 2021, the Applicant submitted a Modification of Approval application for amendments to both the DA and the MPD.

On July 15, 2021, the Applicants submitted updated plans utilizing feedback from the previous Planning Commission work sessions. The latest submittal proposes three condominium buildings with **43** residential units above underground parking, a 3,600-square-foot public restaurant, **four (4)** townhome villas within **two (2)** duplex buildings, and a detached ancillary ski locker building.

The DA and MPD Amendments required to allow the proposal are as follows (Elaboration within analysis):

- Flagstaff DA Sec. 2.2.1.3 –
    - Change to the stated density to allow four additional Planned Unit Developments (PUDs) without changing the allowed square footage.
- Flagstaff DA Sec. 2.1.2 –

    - Add an additional Design Booklet (Book V) to the Design Guidelines as an addition to the Empire Pass Design Guidelines specific to the B2 East site.
- MPD COA #1 –
    - Update, to reflect building plans and volumetrics for the project shall meet substantial compliance with the revised Sommet Blanc drawings dated 10/20/2021, amending the current version that notes the drawings dated April 24, 2006.
- MPD COA #2 –
    - Add an increase of height to 94’ above benchmark grade for building C, 12 feet above the exception noting 82’ in the MPD.

Background

Due to the lengthy history of the property, the Background section can be found as Exhibit C.

The site has had on-going disturbance with appropriate permitting measures including work such as mine tailings mitigation, temporary buildings on the site that have since been demolished, and currently, utility implementation and retaining walls. The “Hot Creek Restaurant” and B2East project are allowed under the Flagstaff Development Agreement and the Empire Pass B2 MPD (Exhibit E and F). The developers of those projects coordinated between themselves and with Deer Valley Resort to locate the sewer line that will serve both projects and recorded a sewer line easement on 6/29/2020 (Exhibit 12).

The Empire Pass Design Review Board submitted a letter that they had reviewed and approved the proposed retaining walls and the City's Development Review Committee reviewed the project as well. The project was reviewed by the Planning Department in accordance with the LMC Criteria for Conditional Use Permits and approved on November 13, 2020. A subsequent revision to the location of the sewer line was also reviewed and approved in June of 2021.

Retaining walls in the RD zone that are greater than six feet (6’) from final grade and not in the setbacks require an Administrative CUP. The B2East developer submitted an Administrative CUP application for a series of retaining walls on their property to accommodate the proposed sewer line. A project notification sign was posted on the property and abutters were noticed. No public input was received for this project. The Admin CUP for retaining walls was approved 11/13/2020 (Exhibit S) and the Admin CUP for a temporary Sales Trailor was approved December 6, 2019 (Exhibit T).

There is generous separation between the walls to allow for planting of trees and shrubs to mitigate the visual impact of the walls. Walls will be faced with stone veneer over formed concrete and the proposed veneer is a dry stack natural stone. Approval for landscaping will come at the time of project approvals for the proposed B2 East project currently under review by the Planning Commission.

Underlying Zoning

LMC § 15-2.13-1, Residential Development (RD) District notes that the purpose of the RD District is to:

A. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
B. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
C. allow commercial and recreational activities that are in harmony with residential neighborhoods,
D. minimize impacts of the automobile on architectural design,
E. promote pedestrian connections within Developments and between adjacent Areas; and
F. provide opportunities for variation in architectural design and housing types.

General Plan

The proposed development is located within Neighborhood 9: Upper Deer Valley of the General Plan, which is characterized by resort-oriented development, prioritization of open space, an emphasis on transportation and improved connectivity, environmentally responsible second-homes, and a focus on the aesthetics of massing and design of new development.

Applicant Proposal

The Applicant's Sommet Blanc Proposal Packet (Exhibit B) is also detailed in the accompanying Applicant Narrative (Exhibit A). In order for the Applicant to obtain approval of the CUP for the proposed volumetrics, and building and site design as proposed, the Applicant will first need to obtain Planning Commission approval to amend the MPD and DA. Staff has advised the Applicant that the two items may run concurrently, but procedurally the amendments will need to be approved prior to the approval of a Conditional Use Permit.

The Applicant requests the following approvals, modifications, and amendments. A holistic review of the project is as follows:

1. Conditional Use Permit: The applicant is requesting approval of 43 residential units over underground parking in three condominium buildings labeled A, B, and C on the lower portion of the property adjacent to the Ruby Chair and four (4) townhome condominium villas on the northeastern portion of the property below Marsac Avenue and Twisted Branch Road. With 47 total residential units the project includes less units than entitled under the 2007 MPD (Maximum of 70) but is proposing to utilize the same 81 Unit Equivalents (UEs) of residential Density (one Residential Unit Equivalent is equal to 2,000 square feet, totaling 162,000 square feet of residential development). The proposal also contains a 3,600 sf restaurant utilizing available Resort Support Commercial space (See Use analysis below).

In the Residential Development (RD) zone a Multi-Unit Dwelling is a Conditional Use. A Multi-Unit Dwelling is defined as "*a Building containing four (4) or more Dwelling Units*". Due to the number of units, this project is also subject to the provisions of LMC Chapter 15-6, Master Planned Development.

2. Flagstaff Development Agreement Amendment: The applicant is proposing to amend the DA in order to allow for four (4) additional PUD Units.

   *Sec. 2.2.1.3 Maximum Density: The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than **550** dwelling units. 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**.*

   To construct the four villas on the upper site in conformance with the DA the four units would need to be joined as one long, 4-unit building (So it would be considered a Multi-Dwelling unit rather than a PUD). Per Sec. 1.11 of the DA: *"Planned Unit Development or "PUD" means master planned development consisting of clustered, detached, single family or duplex units with common space and coordinated architecture".* The Applicant believes that splitting the buildings up into two duplexes would result in a reduction in the overall mass and bulk of the buildings. This is currently not permissible since the 60 permitted PUD units have already been allocated. The Applicant therefore requests to amend the DA to state the following:

   *Sec. 2.2.1.3 Maximum Density: The maximum density within the Mountain Village is 785 Unit Equivalents configured in to more than **~~550~~** **543** dwelling units. Such density shall be configured as multi-family, hotel or PUD units, provided the PUD units do not exceed **~~60~~** **64**. PUD units consume Unit Equivalents in the same respect at multifamily units.*

   **Notice the UEs amount is subtracted per the Square footage count rather than the Dwelling Unit number.*

3. Pod B2 MPD – Amendment to Approved Volumetrics
   The applicant is requesting approval to modify the Conditions of Approval #1 and #2 regarding the allowed Volumetrics and Building Height within Pod B2 MPD pursuant to LMC Chapter 15-6, Master Planned Developments. This requires consideration of the natural features of the site, site planning that clusters units in the most developable and least visually sensitive portions of the site, minimization of grading and the need for large retaining structures, adequate internal vehicular, pedestrian, and bicycle circulation, and transportation amenities including drop-off areas for van and shuttle service, and a bus stop, if applicable.

   a. COA "The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as

reviewed by the Planning Commission."

b. COA "A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum pint) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission." (Pg. 9 of Exhibit H)

The benchmark grade was chosen to measure height for these Pods due to the heavy disturbance within the development Pods from mining activity that took place around the Mazepah Mine Shaft and the Daly West Head Frame and the subsequent soil remediation and infill of clean soil.

The approved design and volumetrics, referred to as the 'Hill-Glazier Plan' (Exhibit L) originally limited the condominiums to 33 feet in height from final grade (Noted in MPD Action Letter, Exhibit F) but was increased to 82 feet in the MPD's COAs. The Applicant is proposing to set a height limit of **94 feet above a "benchmark grade" location, for Building C**, as was done with the Montage. At the Montage, height was measured from the 'benchmark' location of 114' above the entry lobby. The proposed benchmark locations for the condominium buildings at Sommet Blanc is the grade of the entry level for Building A, and the skier entry/amenity level for Buildings B and C. Buildings A and B are compliant with the MPD conditioned exception of 82' above benchmark. Such a height determination would result in varying heights from different portions of the building relative to the benchmark.

4. Amendment to Flagstaff Design Guidelines.
The applicant proposes to amend the current Empire Pass Design Guidelines by creating a new section specific to the B2East property to reflect the more "mountain modern" design aesthetic. Recent examples of this more mountain modern style of architecture include One Empire Pass, and the new Goldener Hirsch Residences, the latter of which was designed by the same architect retained for the B2East project. While this is in contrast to the Craftsman or Mountain Lodge architectural style of the Hill Glazier Plans, the applicant states it reflects the current market preference, and Staff observes that this portion of Park City is minimally visible outside of the immediate Empire Pass Montage Pod B2 neighborhood.

The process to amend the Design Guidelines requires review and approval from the Empire Pass Design Review Board to amend and accept any changes proposed to the neighborhood design guidelines. After approval from the appointed associations, these guidelines may be presented for acceptance by the City, as conditioned by the DA (in this case the Planning Commission).

The applicant has provided preliminary design approval from the Board which are included in the exhibits from June 11, 2021, and July 28, 2021 (Exhibits 6 and 7).

5. Mid Mountain Trail
   The Mid Mountain Trail is an iconic, vibrant, mountain bike and hiking trail. The trail crosses the subject Property parallel to Twisted Branch Road and across Parcel A of the B2 East Subdivision Plat. The Applicant has worked to temporarily reroute and re-grade the trail as part of mitigation requirements for sewer line implementation. As noted by the City's Trails & Open Space Manager, a portion of this detour is steeper than ideal for a permanent trail alignment. Upon completion of the sewer line, the Applicants propose to address the deficiencies in the current detour to bring it up to a standard suitable for permanent use. The City's Trails & Open Space Manager has indicated that he will work with the applicant to make the trail acceptable. As a Condition of Approval, the final proposed parking lot and Mid Mountain Trail re-route will require approval from the City's Trails and Open Space Manager.

   In addition, the Applicants propose to reroute Mid Mountain Trail between SR-224 and the Upper Tour de Suds bike trail with a new crossing over SR-224 immediately south of the trailhead parking lot. Pedestrian/cyclist safety will be well served by the improved sight lines at the new road crossing and visitor orientation and safety will be improved by the updates to the existing parking area and with an added, adjacent trailhead kiosk (Exhibit 4).

Analysis

Documents that govern the site include, but are not limited to, the following:

- The 2007 Empire Pass B-2 Master Planned Development (MPD, Exhibit F);
- The 2007 Amended Flagstaff Development Agreement (DA, Exhibit E); including the 14 specific technical reports (Exhibit J);
- The 2017 B2 East Subdivision approval (Ordinance 2017-07, Exhibit D);
- The Land Management Code § 15-1-10 Conditional Use Permit; and
- The Land Management Code LMC § 15-6 Master Planned Development Requirements.

Substantive Modification to the 2007 Amended Flagstaff Development Agreement and B-2 East Master Planned Development

On February 22, 2020, the Applicant submitted a Modification of Approval application for amendments to both the DA and the MPD. Per LMC § 15-6-4(K), MPD Modifications require the Planning Commission to determine whether the amendment is Minor or Substantive. The criteria for MPD amendments are set forth in LMC § 15-6-4. A key issue for a substantive modification is whether it creates additional impacts, and that would require a review of the entire MPD and the Development DA. The triggers include, but are not limited to, a change to a condition of approval or a finding of fact, a change in use, or a change in floor area that triggers additional off-street parking, additional floor area, or an increase in traffic. During the March 24, 2021 meeting (See Minutes here) the Planning

Commission agreed with Staff that the Applicant's proposed modifications would fall under the definition of a "Substantive Modification" due to possible impacts regarding the changes to the site plan. As the requests to amend both the DA and the MPD depend on each other, this portion is written together to consider the project holistically.

As written above, the Applicant is requesting the following modification:

Flagstaff Development Agreement Changes	
Existing:	**Proposed:**
Sec. 2.2.1.3 **Maximum Density: The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than 550 dwelling units. 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.**	**Sec. 2.2.1.3** Maximum Density: The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than **~~550~~ 543** dwelling units. Such density shall be configured as multi-family, hotel or PUD units provided the PUD units do not exceed **~~60~~ 64**. PUD units consume Unit Equivalents in the same respect at multifamily units.
Sec. 2.1.2 **Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Project.** **The 2003 Design Guidelines currently have four books:** **Book I - Custom Homes** **Book II - Townhouses and Cluster Homes** **Book III - Condominium Lodges** **Book IV - All Building Types**	**Sec. 2.1.2** The Applicant proposes the Planning Commission ratify the adoption of "Book V" which will apply only to the Sommet Blanc site. "Book V", is an addition to the Empire Pass Design Guidelines specific to the B2 East site. This does not change the Design Guidelines in effect for the rest of Empire Pass.
Pod B2 MPD	
Existing:	**Proposed:**
COA #1 "The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as reviewed by the Planning Commission."	**COA #1** "The building plans and volumetrics for the project shall meet substantial compliance with **the revised Sommet Blanc drawings dated 11/17/2021** as reviewed by the Planning Commission."
COA #2 "A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan A height exception for the east side condominiums to 82 feet above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum pint) is granted with the Master Plan. Datum points are indicated on the site plans	**COA #2** "A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet **and an allowance of 94 feet for Building C** above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum pint) is granted with the

reviewed by the Planning Commission." (Pg. 9 of Exhibit H)	Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission."

All Master Planned Developments shall contain the following minimum requirements in accordance with LMC § 15-6-5.

(A) DENSITY. *Type of Development, number of units, and Density permitted on a given Master Planned Development Site based on a Site Suitability Analysis. The Master Planned Development shall not exceed the maximum Density in the Zoning District, except as otherwise provided in this Section. The Site shall be looked at in its entirety.*

Requires an Amendment to the MPD.

Per the 2007 DA the Mountain Village was granted a maximum density of 785 Unit Equivalents in a maximum of 550 dwelling units. Following the DA amendment, the Pod B2 MPD approval allotted the east side of B2 81 Unit Equivalents (Per LMC § 15-6-8, one UE equates to 2,000 sf of Multi-family dwelling floor area or 1,000 sf of commercial or office floor area). Therefore, 81 UEs would be considered 162,000 sf. Finally, the 2018 B2 East subdivision approval confirmed the 81 UEs but added the restraint that they must be constructed in a maximum of 70 units total.

The DA included a total of 75,000 sf of Resort Support Commercial uses. Out of the total granted Resort Support Commercial square footage, B2 East was allotted 3,600 sf.

Currently, the Applicant proposes the following:

	Required:	Proposed:	Complies:
Residential Units:	81	47	**Complies**
Residential UEs:	81	81	**Complies**
Residential SF:	162,000 sf	162,000 sf	**Complies**
Resort Support Commercial:	3,600 sf	3,600 sf	**Complies**
Affordable Units:	4.2	6	**Complies.** Per LMC § 15-6-8 on-site AUEs do not count towards the residential UEs of the MPD and the applicant exceeds the required AUEs for the project.
Affordable UEs:	(Only number of units were required)	5.9	
Accessible Units:	Not required	2	**Complies** Per LMC § 15-6-8 "Required ADA units do not count towards the residential UEs of the MPD." See ADA analysis below.

In terms of number of units and allotted Unit Equivalents, the Sommet Blanc development complies with the density permitted under the 2007 Amended DA and MPD. In terms of unit type, an amendment is required as the Applicant proposes to utilize the UEs allocated to the lot to distribute the square footage among the 43 Multi-family

units and four (4) PUD units constructed as two (2) duplexes. Staff finds that the proposal complies with the maximum amount of square footage and is lower than the allotted 70 unit maximum. The density is in line with previous approvals on the property.

ADA Units

In conversation with staff, the applicant has stated that Sommet Blanc intends to meet the Americans with Disabilities Act definition of a 'Place of Public Accommodations', and they are therefore required to provide the proposed two ADA dwelling units. Since the units are required, they do not count towards the 81 UE limit / 162,000 sf of salable square footage as they will be owned by the HOA and provided for guests who require such accommodations. Staff agrees that the two units are exempt under LMC Sec. 15-6-8(F), that they are required and therefore exempt. This has been the case with previous development at Empire Pass such as One Empire Pass and The Argent at Empire Pass.

This is a voluntary measure taken by the developer. The LMC does not require ADA units to be constructed per the code however to gain an accreditation such as 'Place of Public Accommodations', has its own requirements that the applicant has proposed to meet and has been reviewed by the Planning Department and the Building Department.

Site Suitability

The Site Suitability analysis is defined in the LMC as a "*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."*

The Applicant is requesting an amendment to the MPD to update the drawings, the site plan, volumetrics, and height.

Site Plan

The change in site plan is rationalized by the Applicant in the following:

1. The Hill Glazier (HG) plan was an afterthought when reviewing the development with the Montage. The Applicant reports the HG plans had little or no engineering documents provided with the approved drawings thus making it difficult to consider the feasibility of the HG plans. From reviewing City documents, only the conceptual drawings with some measurements were found, which supports this claim (Exhibit L).
2. The HG plan would not comply with the International Fire Code:
   D105.3 Proximity to Building
   One or more of the required access routes meeting this section shall be located not less than 15 feet and not greater than 30 feet from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approve by the fire code official.
3. In the 2018 Subdivision Plat, the subdivision created one lot and one parcel. Lot 1 is 6.91 acres in area and Parcel A is 0.94 acres in area. Per the

approved plat, no density was assigned to Parcel A, and the parcel would be expected to be used in connection with Deer Valley Resort and similar activities in the future.

Though the site plan has changed, the Applicant provided a comparison study prepared by the architect, utilizing the site plans from the HG site plan from 2006 which are re-created below. These are only reviewing the footprint of each building for comparison; this is not a gross square footage comparison for each development.

	Total Site Area:	Proposed Footprint:	Area percentage of Footprint:
Hill Glazier	300,857 sf.	57,601 sf.	19%
Sommet Blanc	300,857 sf.	55,697 sf.	19%

Volumetrics and Height

During the Flagstaff Mountain MPD process the Planning Commission determined that the project densities could potentially be constructed within the approved development pods without a height increase above the 33-foot MPD zone height limit, but that building height increases for specific multi-family/resort-related buildings may be considered based on site-specific reviews. (Exhibit F)

In the analysis presented for the approved Pod-B2 MPD it was determined that, in fact, both the Montage and the “east side condominiums” (aka current Sommet Blanc) warranted height exceptions of 114 feet and 82 feet (respectively) above specified benchmark grades.

The UEs are consistent, so the only square footage that is not counted in either plan is the Residential Accessory Use. Due to the 2006 plans not providing clarity or detail it is not possible for the Applicant to provide a comparison of the total square footages. The Applicant also cites the lack of clarity on the plans as a means to create an updated development plan.

For MPD applications the Planning Commission may consider an increase in Building Height based on a **Site-Specific** analysis. LMC § 15-6-5(F) states the Applicant must request a Site-Specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made according to the Subsections below (Applicant’s review can be found in Exhibit A – Applicant Narrative):

1. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building volume is from the Transfer of Development Credits;

2. Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site specific analysis;
3. There is adequate Landscaping and buffering from adjacent Properties and Uses;
4. Increased Setbacks and separations from adjacent projects are proposed;
5. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible;

The maximum Building Height proposal of 94 feet above benchmark grade for only Building C is a change requested by the applicant after responding to feedback on the design during several Planning Commission work sessions. The design creates a more compatible flow to the development and from a general overview was looked upon favorably during the September 8th, 2021, meeting. The increase in height on the southeast end of the property was balanced with lowering the building heights on he northwest end of the property closest to the road and the Empire Day Lodge. Staff finds the proposed Building Height appropriate for the site as the height increase provides desired architectural variation with appropriate façade variation and does not result in increased square footage. In addition, Staff notes that the proposed building heights will have no negative impacts on adjacent properties in terms of shadows, loss of solar access, or air circulation and will not exceed the height of Twisted Branch Road.

Additionally, while the site is granted an 82’ height exception from set benchmark grades, the villas on the northern end of the site are proposing an exception to the 28’ zone height to allow 40’ above natural grade. When the site was given the original height exception through the MPD approval, it is safe to assume the decision was regarding the height of a conglomerate building (the Hill Glazier plan) rather than height exceptions for individual PUDs. The applicant has provided drawings to discern the request for additional height (Exhibit B).

(B) MAXIMUM ALLOWED BUILDING FOOTPRINT FOR MASTER PLANNED DEVELOPMENTS WITHIN THE HR-1 DISTRICT (Not applicable)

(C) SETBACKS. *The minimum Setback around the exterior boundary of a Master Planned Development shall be twenty-five feet (25') for Parcels greater than two (2) acres.*

Complies.

Per the MPD, “*the annexed area of Flagstaff Mountain was granted a large-scale MPD at the time of annexation with specific development pods. The Planning Commission and Staff have consistently maintained that the setback requirement is fulfilled at the annexation boundary and does not need to be met within the defined development pods.”* (Exhibit F)

Lot 1 adheres to minimum RD zone setbacks including (See Exhibit B):

Front Setbacks	Minimum 25 feet to front facing garage, 20 feet to building. Proposed front setback is 20 feet (garage is setback approximately 35 feet). **Complies.**
Rear Setbacks	Minimum 15 feet rear setbacks. Proposed minimum rear setback is 15 feet. **Complies.**
Side Setbacks	Minimum 12 feet side setbacks. Proposed minimum setback is 12 feet. **Complies.**

(D) OPEN SPACE. *All Master Planned Developments shall contain a minimum of sixty percent (60%) open space.*
Complies. Not affected by new proposals.
Per the MPD: *"As with the setback requirement in (C) above, the annexation area contains more than the minimum 60% requirement. The development of the Village (pods A, B-1 and B-2) is limited to 87 acres, as amended, within the original 1550 acres or 5% of the land area."* (Exhibit F)

(E) OFF STREET PARKING.
Complies. Not affected by new proposals. (Evaluated in CUP Staff Analysis)

(F) BUILDING HEIGHT.
The applicant requests modifications to approvals.
Please refer to section (A) DENSITY above for discussion on the Building Height.

(G) SITE PLANNING. *An MPD shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The project should be designed to fit the Site, not the Site modified to fit the project. The Applicant shall address the following in the Site planning for a Master Planned Development.*
Complies.
The Sommet Blanc proposal is located over the now demolished Discovery Gallery sales office and East-West development office. Additionally, the site includes the concrete covered shaft of the old Mazepah mine shaft, sealed in 2016. Significant excavation was required for health and safety reasons as well as governed by the DA. The site is already heavily disturbed from previous mining activity and subsequently the cleanup and refill of clean soil in the area per the DA.

There have been several permits approved for this site, including the grading permits and mine shaft remediation and there are currently several active permits on the lot including two (2) Administrative CUP's, one for the Temporary Sales Trailer and the second for retaining walls on the site supporting utility infrastructure.

(H) Landscape and Lighting
Complies.
Please see review under CUP Staff analysis Review item #7.

(I) Sensitive Lands Compliance
Complies.

Please see review under CUP Staff analysis Review item #9.

(J) Employee/Affordable Housing
Complies.
The total on-mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs). Following feedback from the Planning Commission during the past Work Sessions, the applicant has increased the on-site Affordable units to a total proposal of eight (8) Affordable housing units (Six Studio apartments and two, two- bedroom units).

Per 2.10.5 in the DA, one AUE equals 800 square feet.
Per Resolution 05-2021 Affordable Housing Guidelines, one AUE equals 900 square feet of net livable space.
The proposed square footage of the AUE net livable space is 4,683 sf. This is a total of 5.9 AUEs per the DA and a total of 5.2 AUEs per the Housing Resolution, both scenarios being larger than 4.03. The floor plans can be viewed in Exhibit 2.

(K) Child Care
Complies.
Staff does not recommend that a Child Care center be provided on-site. Limited permanent Child Care demands will be generated by the condominiums and nightly rentals.

(L) Mine Hazards
Complies.
The property is the site of the historic Mazepah mine shaft. In September 2016, the applicant began working under an Administrative Settlement and Order on Consent for Removal Action with the EPA permit to remediate and remove mine soil on the site and to close an old mine shaft on the property. The mine shaft was permanently closed in 2016 under geotechnical supervision. Significant amounts of soil downstream from the mineshaft was contaminated and had to be removed.

In August of 2018, the EPA confirmed that all work performed on site was in accordance with EPA requirements (Exhibit Q). Following cleanup of the site the grade at the center of the development site on the property was approximately 15-20’ below grade of the adjacent *Lucky Jack* ski trail, according to the applicant.

Due to environmental cleanup and the area’s designation as a preferred ‘tipping site’ per the DA, clean fill was imported from sites elsewhere within the Flagstaff Annexation area. The grade on site is still well below the adjacent ski trail in anticipation of underground parking. (Exhibit B).

(M)Historic Mine Waste Mitigation
Complies.
Please see review above.

(N) General Plan Overview
Complies.
Please see review under CUP Staff analysis item #16.

(O) Historic Sites
Complies.
There are no designated Historic Sites on the B2-East development Lot. The Daly West Headframe is located on the Montage lot and is currently undergoing relocation and re-stabilization. There were plans in place to raise the structure October 14th, 2021 but due to the snow and weather conditions it was deemed unsafe and the work has been pushed back to June 2022.

(P) Land Management Code Review
Complies.
The proposal complies with the RD Zoning District Requirements outlined in LMC § 15-2.13.

Zoning Requirement	Analysis of Proposal
Lot Size	No minimum lot size. Lot 1 is approximately 6.91 acres (300,999.6). **Complies.**
Front Yard Setbacks	Please see Review C under the MPD analysis above. **Complies.**
Rear Yard Setbacks	
Side Yard Setbacks	
Residential Accessory Uses (Guest Amenities)	Common residential amenity areas are provided on site, including skier lounges, ski/boot, fitness facilities, yoga and massage rooms, swimming pool and hot tubs, board room and concierge desk. Total Guest Amenity area is approximately 29,167 sf. (Exhibit B, Page 37).

Analysis - Conditional Use Permit for a Multi-Unit Dwelling in the RD zone

In November 2020, the Applicant submitted materials for a Conditional Use Permit application. On July 15, 2021, the Applicants submitted updated plans utilizing feedback from the previous Planning Commission work sessions. The latest submittal proposes three (3) condominium buildings with **43** residential units above underground parking, a 3,600-square-foot public restaurant, **four (4)** townhome villas within **two (2)** duplex buildings, and a detached ancillary ski locker building.

The existing MPD and DA include project requirements that the applicant is proposing to amend, additionally, the Planning Commission must review each of the following items when considering whether or not the proposed CUP mitigates the impacts of and addresses the following:

1. **Size and location of the Site;**
   No unmitigated impacts.

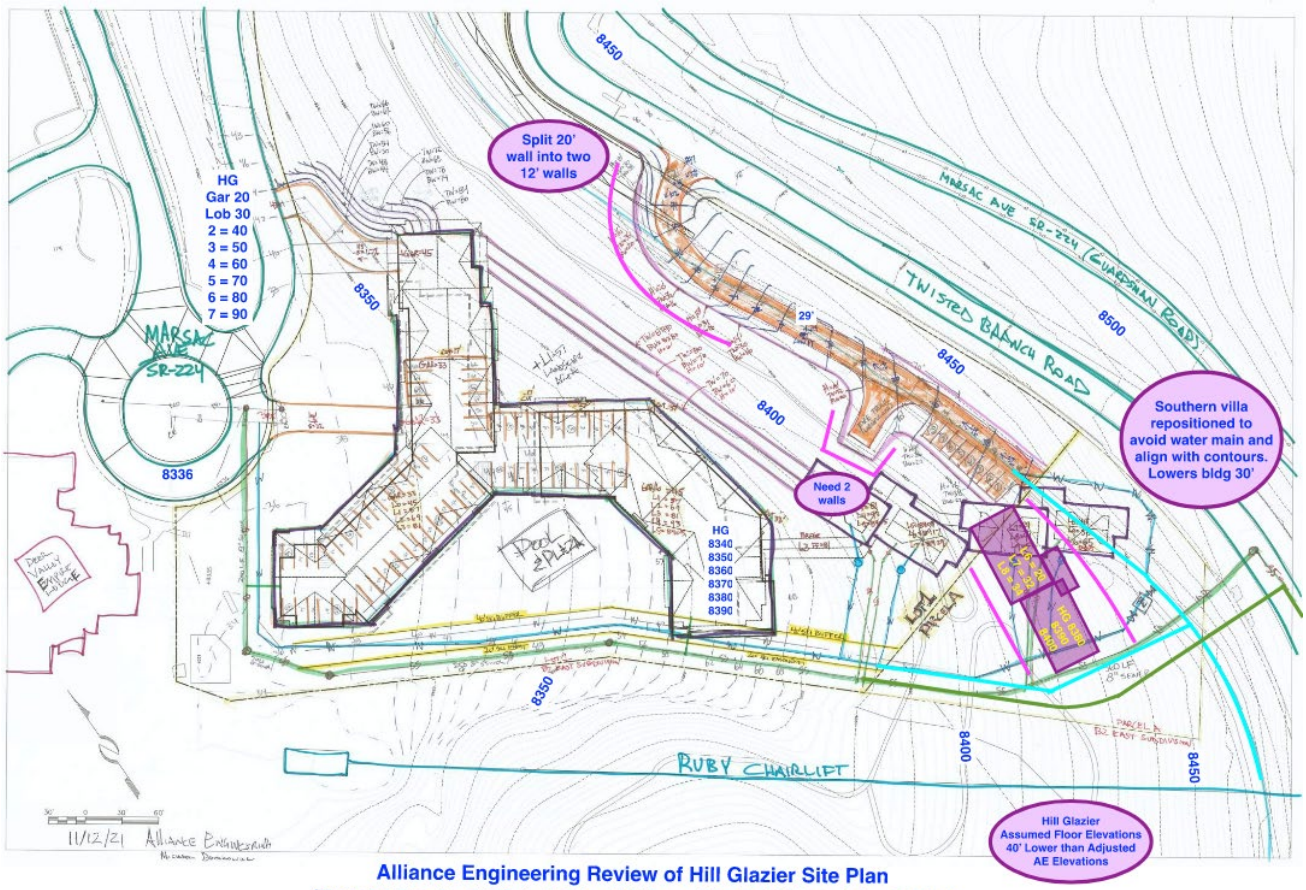
The Applicant is proposing a new arrangement and design for Lot 1 of the B2 East Subdivision in the RD zone under the Flagstaff DA. The chosen location is within the one of the three development Pods (A, B1 and B2) known as the Mountain Village of the Flagstaff DA. Out of the 1,750 acres of the annexation, the Pods constrained development to stay within the 87 acres. Staff finds that the current Sommet Blanc proposal is within the prescribed development pod.

A rendering, created by the architect, indicating the previously approved footprint of the HG plan in comparison with the SB proposal. The footprint calculation, also provided by the architect, exhibited a similar percentage of site use for each building, both being proposed at 19%.

The differences between the site plans include:

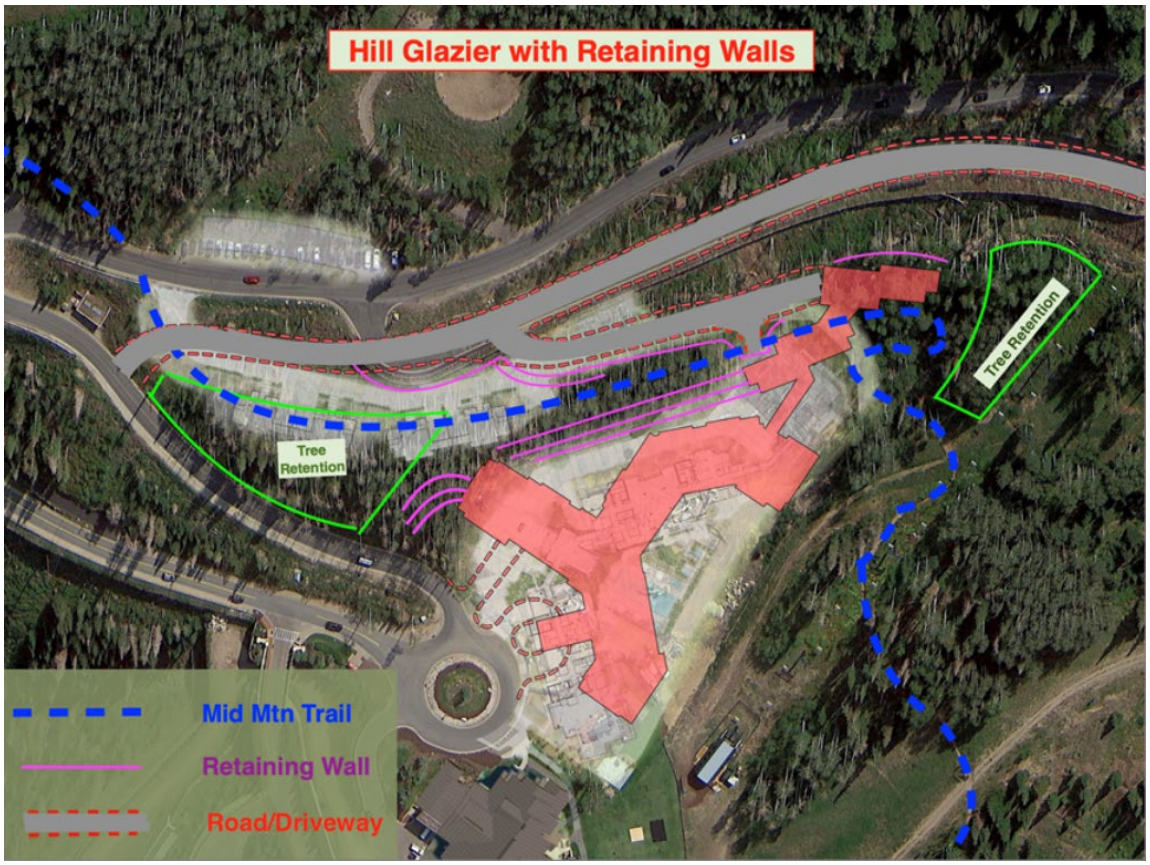
1. A single curb cut proposed off the round-about compared to three proposed by the HG.
2. A curb cut off SR 224 and a road leading to the proposed PUDs on the Northern piece of the parcel.
3. A change in location of the structure: a portion of the previous HG plan that had tailed toward the south-west has been proposed to be re-configured and located at the northern part of the lot.

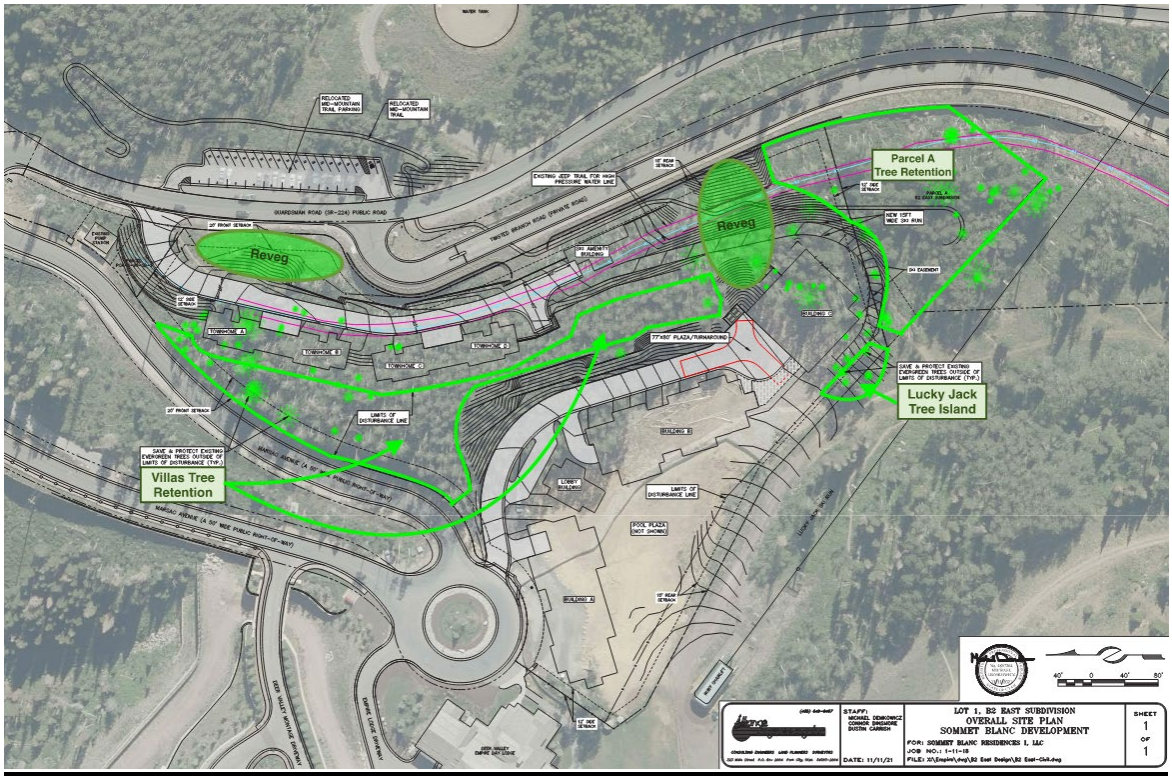
To analyze differences regarding the overall limits of disturbance area, the Applicant has commissioned Alliance Engineering to provide engineered drawings of what the HG plan would potentially require in terms of disturbance to build the HG plan as proposed previously. This was an important step because as approved with the MPD, the HG plan did not provide engineered drawings and did not have the same potential to compare with the current SB plan in a practical manner. The below renderings show the comparison plans, including retaining walls, road access for fire trucks to reach certain portions of the building, the midmountain trail re-route, utilities, as well as tree retention. The comparisons are shown below and also in the proposal package (Exhibit B).



Alliance Engineering Review of Hill Glazier Site Plan
(Tweaked to Avoid Exist Water Main and Split 20' Retaining Walls)

Details can be seen closer in Exhibit B.


Hill Glazier with Retaining Walls
Tree Retention
Tree Retention
Mid Mtn Trail
Retaining Wall
Road/Driveway


Parcel A Tree Retention
Reveg
Reveg
Lucky Jack Tree Island
Villas Tree Retention
LOT 1, B2 EAST SUBDIVISION
OVERALL SITE PLAN
SOMMET BLANC DEVELOPMENT
SHEET 1 OF 1

What was not possible to see previously with the 2007 HG plans was the solutions for fire access, re-routing the Mid-mountain trail, and retaining that the HG plan would require. Th above renderings also aim to provide visuals on the amount of tree retention that the site could allow with each development proposal. The applicant points out that the required retaining walls are taller on the HG plan verse SB, the HG plan would require three (3) walls with narrow benches between them. The midmountain trail would be more affected than proposed now as the HG building climbs up the southwest end of the site and a similar driveway would still be required to grant access for fire trucks.

2. <u>Traffic considerations including capacity of the existing Streets in the Area;</u>
No unmitigated impacts.
Traffic considerations were discussed and debated when density was allocated to this site and the roadway has sufficient capacity to accommodate the density.

Furthermore, the Applicant has appointed an engineering firm Hales Engineering to perform a Trip generation study, completed October 6, 2021 (Exhibit U). The report addresses the trip generation by Sommet Blanc, reporting that an average of 442 trips would be anticipated on a weekday, including 28 trips during the morning peak hour and 48 trips during evening peak hour. As a comparison with the HG plan, the report states "*With the anticipated patronage, the morning peak hour trips generated will be reduced by*
36% under the new plan, the evening peak hour trips generated will be reduced by 11%, and the daily trips will be reduced by 24%."

3. <u>Utility capacity, including Storm Water run-off;</u>
Condition of Approval Recommended.
The Empire Pass utilities were all sized assuming 81 UEs of development at B2 East. As such, there is ample sewer, water, electricity, and gas available for the proposed project.

Storm water detention for Empire Canyon was designed on a community wide basis, including a large detention basin in Empire Canyon just upstream of the Park City Water Tank accessed from the Ontario Mine Bench. From a storm water runoff perspective, the proposed Sommet Blanc development is not materially different than the Hill Glazier development concept.

As a COA, a final approved storm water plan, as well as final utility and grading plans, are required prior to issuance of a building permit. All above ground utility infrastructure (transformers, ground sleeves, cable boxes, etc.) are to be located on the property, out of the required setbacks and must be sufficiently screened. The applicant will be required to provide engineering plans to be approved by the City Engineer, including drainage calculations, a grading and drainage plan identifying the retention pond for storm drainage storage for a 100-year 24-hour event, and plans to address pre and post-development drainage conditions. Final utility and

grading plans will be required as well.

4. Emergency Vehicle Access;
Condition of Approval Recommended.
The Upper Driveway provides Emergency Vehicle Access to the four villas and associated ski amenity building. PCFD has confirmed that they are fine with 24' driveway for the first ~200' of driveway as shown with 20' width for the remainder of the upper driveway. Fire truck hammerhead turnaround between Townhome D and Ski Locker Building has also been reviewed and accepted by PCFD.

The lower Driveway provides Emergency Vehicle Access to Lodge Buildings A, B & C, with hammerhead designed into cul-de-sac adjacent Bldg. C as shown on Civil Sheet 3 of 13. Lower Driveway is set back from face of Bldgs. A & B to ensure adequate room for ladder access to buildings as required by Fire Code.

Before the building permit is issued, the Applicant will be required to gain approval from the Fire Department with fully compliant plans.

5. Location and amount of off-Street parking;
No unmitigated impacts.
The Transit and Parking Management Plan approved with the MPD and the DA requires a 25% reduction in parking from what would be normally required by the LMC. Per LMC, Buildings A, B & C require 131 off street parking spaces for residential and restaurant uses. Each market rate and affordable unit will have one parking stall assigned to the unit. Per Flagstaff DA, parking stall requirement is reduced by 25% to 98.25 which rounds up to 99.

Villas require 2 parking spaces per unit which is provided in garages attached to each unit.

The 2007 MPD permits inclusion of up to 75 parking spaces on the B2 East site for the benefit of Deer Valley's adjacent Fireside Dining operation in the Empire Day Lodge (Section 2.5 of DA Exhibit E). Per agreement between Deer Valley and the Applicant, Sommet Blanc project includes 60 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley. (For smaller events Deer Valley may choose to permit guests to self-park.)

The lower parking deck servicing the residential units in Building A is accessed from the Lower Driveway just east of the UDOT curb cut. This lower deck also includes tandem (valet) parking for the restaurant. The upper (Deer Valley) parking deck is accessed from the west end of Building B. Building C has parking on the arrival level. Each residential condo unit will have one assigned parking space. (Exhibit B, Page 37 Parking Summary table).

Electric Vehicle Charging Stations (LMC § 15-3-11):
Ordinance 2020-48 was adopted on 11/19/2020 and requires applicants "provide Electric Vehicle Charging Station Infrastructure for twenty percent (20%) of the first one hundred (100)

required Off-Street parking spaces for Multi-Unit Dwellings and non-Residential Development and for five percent (5%) of required Off-Street parking spaces above one hundred (100)."

The applicant will be required to provide electric vehicle charging infrastructure for at least 20 spaces out of the 99 spaces they are required to build and at least 5 charging stations (Noted in the COAs).

6. Internal vehicular and pedestrian circulation system;

No unmitigated Impacts.

The lodge buildings are accessed from the Lower Driveway with a proposed curb cut off the roundabout at SR 224. The villa units are proposed to be accessed from the upper driveway accessed by a curb cut off of the upper SR 224 road. Ski lockers and the skier lounge for the lodge units is in the central B Bldg. The villas have a Ski ancillary building at the south end of the upper driveway. Given the significant grade change between the upper and lower portions of the site, pedestrian connection between the two is by the Ski-Out trail or the Mid Mountain Trail.

7. Fencing, Screening, and landscaping to separate the Use from adjoining Uses;

Condition of Approval Recommended.

The project's only fencing is security fencing around the pool and attached landscaped areas as required by safety codes.

The project includes a 20' easement for widening Lucky Jack ski trail plus an additional 20' "buffer easement" which will include soft landscape elements between the public ski trail and private Sommet Blanc courtyard area. Trees adjacent the Marsac roundabout will soften the project's appearance from the street. There is a portion of trees along the Lucky Jack ski trail that will be kept in place, which the applicant has noted on their own plans and the Deer Valley has provided a letter of support to keep the tree island outside the LOD (Exhibit 14).

As COA, a final landscape plan is required as a condition precedent to Building Permit as well as Final Design approval from the Empire Pass Design Review Board (DRB). Landscaping and irrigation must be water efficient, utilizing drought tolerant planting, limited turf area, and drip irrigation. The applicant has also utilized the retaining walls to provide planting benches to revegetate after development.

The applicant has provided a Forest Health Assessment for B20East/Sommet Blanc (Exhibit 13), the report describes a native fungal pathogen infecting some trees on site and also suggests recommendations for optimal removal and the healthiest process possible for the trees that will not be disturbed by development.

A plan shall be provided indicating mitigation for removal of identified significant trees and replacement in kind of these trees. A Limits of disturbance area will require fencing to keep disturbance away from trees that are not to be affected by development and all significant trees to be removed will be required to be replaced in kind. The arborist suggested that providing the same amount of diameter worth of

trees removed but in increments of trees with a diameter less than 2.75 Diameter at Breast Height (DBH) which will fare better than more mature trees.

8. <u>Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;</u>

No unmitigated impacts.

The building mass, bulk, orientation, and location of the buildings on the site have been reviewed during several work sessions previous to this meeting. The number of PUDs has been lowered to a total of four (4) and the height and mass of Buildings A-C have been moved and re-configured in response to feedback from the Commission. The proposal is similar in mass, bulk, and location with some changes, the buildings will be larger than the neighboring Empire Day Lodge, and the architecture has been updated to create a more harmonious transition towards the building. The SB project is smaller in bulk, height and mass compared to the site's other neighbor, the Montage, and there are no other developments on the adjoining lots.

As stated above, the applicant is requesting a height exception granting an allowance of 94 feet above benchmark grade for Building C. A zone height exception had been previously granted within the 2007 MPD to allow an 82-foot height above benchmark grade.

9. <u>Usable Open Space;</u>

No unmitigated impacts.

The Open Space requirements for the MPD were far exceeded as the annexation and DA specified the development pods to be the only areas of allowed development and 826 acres were covered by specific conservation easements, one of the Open Space parcels were deeded to Deer Valley and the other to the Summit Land Conservancy. Per the Subdivision plat, Parcel A has also been excluded as developable area. In addition, with the development proposal, the Applicant is offering safety and design updates to the Mid Mountain Trail Parking lot that is situated off SR 224, directly above the development parcel. This will update the parking lot, add amenities such as a restroom and information kiosk, allow better access to the Mid Mountain Trail head, and improve safety for the cars in the parking lot and pedestrians and bikers that are connecting across SR 224.

Due to feedback received at the site visit on October 27, 2021, the applicant has provided a few changes which can be viewed in Exhibit B. The grading and tiered retaining walls are proposed the same (14' total height), changes to roll gutters and eliminated certain raised curbs around the perimeter to make it easier to plow and avert snowplow damage. This also can help facilitate easier movement for vehicles with trailers. In Exhibit B, the applicant, along with Alliance Engineering, ran a model for a sedan towing a 20' boat (similar in size to a trailer with snowmobiles). The model indicated that the parking lot design should be suitable for a small number of trailers in the parallel parking zone. The City Public Works Director, Troy Daley, was able to review the plan and stated the island was beneficial for snow storage and had no concerns over design or layout for snow removal.

While the changes do not address all the concerns presented, the design is an improvement from previously proposed and what currently exists. The new parking lot provides significant safety benefits, adds 4 parking spots and adds amenities for public use. 10 spots are still intended for 72 hour parking and the rest will be

The Mid-Mountain trail is also being proposed to be moved to allow for the development of SB but also to accommodate the changes to the parking lot and increase site visibility for pedestrians, bikers, and cars on SR 224. The current proposal for the parking lot and trail relocation has been deemed appropriate and, in some cases, a major improvement by the Trails and Open Space manager. At the time of building permit for the parking lot improvements, the project will require additional permitting through Planning, as its own entity.

Although Pod B2 was not included in the SLO, during the 2007 MPD review, there was one locally rare native plant that had been previously identified by the Utah Native Plant Society. The applicant will be required to identify the location of the plant colony and to take steps to preserve it. According to the 2007 MPD, the plant is not located within the development area.

10. Signs and lighting;

Condition of Approval Recommended.

No signs have been proposed at this time and all lighting will need to comply with Ordinance 2021-05.

Staff recommends the following Conditions of Approval:

1. All signs shall comply with LMC Title 12, Sign Code.
2. All exterior lights must conform to the City lighting ordinance. Exterior lights must be Fully Shielded and down-directed with bulbs that do not exceed 3,000 degrees Kelvin. Individual outdoor lights shall not exceed 2,500 Lumens and the total lighting shall not exceed 100,000 Lumens per acre. Proposed lighting shall be approved by Staff prior to issuance of a certificate of occupancy.

11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;

No unmitigated impacts.

As part of the MPD and DA amendments, the Planning Commission shall review and determine if the Design Guidelines may be accepted with proposed modifications to include the new architecture proposed. Please see Exhibit A and B for the applicant's comments and presentations regarding flat roofs and design changes in addition to the proposed Design Guidelines "Book V – Site, Landscape, and Architectural Design Guidelines for Pod B2 East" (Exhibit 5).

"Book V", is an addition to the Empire Pass Design Guidelines specific to the B2 East site. This does not change the Design Guidelines in effect for the rest of Empire Pass.

The 2003 Design Guidelines have four books:

Book I - Custom Homes
Book II - Townhouses and Cluster Homes
Book III - Condominium Lodges
Book IV - All Building Types (Administration of Design Guidelines)

As the Applicant worked with the Design Review Board (DRB), the DRB concluded that it made more sense to have one comprehensive set of Design Guidelines for the B2 East site requiring architectural continuity between the condominium lodges and the villas. The DRB also wanted to ensure the changes would not impact built neighborhoods within Empire Pass. The Applicant and DRB had multiple meetings and redlines of these design guidelines prior to approval in May (the first meeting). The final product of the "redlines" was an addition of "Book V" to the overall Design Guidelines.

The roof pitches have slight modifications with the changes to the building massing and contain 33% of green roofs. The Applicant has created renderings in the presentation packet of the Sommet Blanc development in its proposed location to be viewed in context with the Day Lodge and the Montage (Exhibit B).

Within the DA, under Section II, it states that it is the Developers responsibility to submit and ultimately obtain City approval for items such as mine/soils mitigation plans, transit plans, etc. Included in this list, mentioned at 2.1.2 is "Detailed Design Guidelines" which were submitted and accepted at the time. Further in the agreement under 2.9 Flagstaff Mountain Mitigation/Amenities and more specifically 2.9.9 Neighborhood-Specific Design Guidelines, it states the Design Guidelines must emphasize strong, common architectural themes and be enforceable by one or more of the Associations mentioned in the Agreement – namely the Master Resort Association for Flagstaff and a Project-specific Property Owners Association or the Mountain Village which now is regarded as the Empire Pass Design Review Board.

The process to amend the Design Guidelines would first, require review and approval from the Design Board to amend and accept any changes proposed to the Neighborhood design guidelines. After approval from the appointed associations, these guidelines may be presented for acceptance by the City (in this case the Planning Commission).

The applicant asserts that the Flagstaff CC&Rs allow the Design Review Board to modify, adopt, and establish Design Guidelines. The applicant has sought several reviews and provided preliminary design approval from the Board which are included in the exhibits from June 11, 2021 and July 28, 2021 (Exhibits 6 and 7).

12. <u>Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;</u>

No unmitigated impacts.

The plans as submitted do not indicate issues of vibration, odors, steam, or other mechanical factors that might affect people and Property Off-site or On-site. Most mechanical equipment will be located below the residences and the mechanical equipment required to be located on the roof, such as chillers, are required to be screened to avoid noise or vibrations.

13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas;

No unmitigated impacts.

Trash

There are trash/recycling enclosures in the parking garage under Buildings A & B. There is also an outdoor fully enclosed, trash enclosure directly outside Building C as shown on architectural plans. Trash and recycling pickup days will be staggered with the trash and recycling wheeled out to the outdoor trash enclosure for pickup.

Delivery & Service Vehicles

With 8'6" clearance, garage provides ample headroom for most service providers driving pick-ups and standard vans. Larger vehicles (cube vans) will stage on the parking garage driveway aprons and load supplies in through the garage.

Loading/Unloading

Pedestrian loading and unloading for Buildings A & B will be under the porte cochere at the lobby building. There is also the opportunity for pick-up and drop-off by the Bldg. C front door.

Deer Valley Fireside Dining

Deer Valley will continue to have guests arrive at the existing pullout on Marsac Roundabout adjacent Empire Day Lodge with valets running guest vehicles to Bldg. B for parking in the dedicated upper parking level.

14. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities;

No unmitigated impacts.

The Applicant anticipates roughly 50% of the units to be short term rental, roughly 5% used as full-time residences, and the remainder as second homes/condominiums.

The project will be platted as a condominium with a prohibition on time share ownership. It is expected that the HOA Manager will offer nightly rental management services to those owners wishing to participate in the HOA Manager's program, the HOA Manager has not yet been selected. The restaurant will be platted as a separate commercial condominium.

A relevant COA from the 2017 Subdivision plat noticed: "*The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as*

required and defined by the Flagstaff Mountain Development Agreement, as amended." This will be added as a COA for this application as well for emphasis.

15. **Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site;**

No unmitigated impacts.

During the DA stage, 14 technical reports were created to review the annexation area. Historic Mine waste and Mine hazards were identified on the site and in 2016 the Applicants began soil remediation, mine closure and cleanup of the site including infill of clean soil back onto the site.

The MPD notes that the Flagstaff Annexation was not included in the Sensitive Lands Overlay. The MPD does not assert why this is, but it may be because at the time of annexation, the City and applicant strategically chose specific development pods that already held major disturbance and donated the other acreage to preservation. Fourteen (14) technical reports were required and submitted with the annexation agreement that covered detailed reports of the area including a mine soil mitigation plan, open space management plan, a trails master plan, historic preservation, and wildlife management plan (amongst others). Again, these plans were utilized to suggest the least sensitive areas for development while being able to deed 826 acres to Open Space. The 2004 Village at Empire Pass MPD noted "The Sensitive Lands (overlay) Zone did not specifically apply to the Empire Pass Large-Scale MPD annexation; however, the locations of the development pods are based on Sensitive Lands principles".

16. **Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding.**

No unmitigated impacts.

Upper Deer Valley is a resort neighborhood with a mix of ski runs, open space, resort-oriented housing, and visitor amenities. The proposed project is in keeping with the General Plan for this neighborhood.

The applicant has indicated that there will be no restrictions on Short Term Rental of the units by the CC&Rs. This is consistent with other developments in the Empire Pass/Flagstaff area. The applicant anticipates roughly 50% of the units to be short term rental, roughly 5% used as full-time residences, and the remainder as second homes/condominiums. This is consistent with the General Plan 9.2 - "Housing in this neighborhood will remain oriented toward second-homes and/or nightly rental use."

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on October 13, 2021. Staff mailed courtesy notice to property owners within 300 feet on October 12, 2021 The *Park Record* published notice on October 13, 2021 LMC § 15-1-21. The October 27th, 2021 meeting and site visit was continued to December 8th, 2021. This meeting was noticed on the Utah Public Notice website on November 19, 2021 and in The *Park Record* published November 24, 2021.

Public Input

Public Input in writing is attached as Exhibit 3. At the September 8th, 2021 Planning Commission meeting there was public comment from Mr. Mark Fischer regarding concerns over Twisted Branch Road and the SR 224. On October 27th, 2021 the site visit brought up general concerns over the design of the Mid Mountain trail parking lot which the applicant has done extra work to address. It is possible to suggest the applicant work directly with the Trails and Open Space Manager if this does not appear to be resolved with the decisions of these applications.

Alternatives

- The Planning Commission may approve the modification to the MPD and Development Agreement, and the Conditional Use Permit;
- The Planning Commission may deny the modification to the MPD and Development Agreement, and the Conditional Use Permit and direct Staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits and Attachments

Attachment 1 – Draft Final Action Letter

Exhibit A - Applicant Narrative
Exhibit B – Sommet Blanc CUP Proposal Packet
Exhibit C – Background of the Property
Exhibit D – B2 East Subdivision
Exhibit E – 2007 Amended Flagstaff Development Agreement
Exhibit F – 2007 Empire Pass B-2 Master Planned Development
Exhibit G – Ordinance 99-30 Flagstaff Annexation
Exhibit H – Resolution 20-99 Large Scale Flagstaff MPD
Exhibit I – Village at Empire Pass Map
Exhibit J – Link to Technical Reports
Exhibit K – 2004 Village at Empire Pass MPD
Exhibit L – Hill Glazier Plans
Exhibit M – Development Covenants 3-6-18
Exhibit N – Parcel B-2 Empire Village Subdivision
Exhibit O – B2 East Sub. Ordinance 2017-07
Exhibit P – B2- East Subdivision "Working Copy"

Exhibit Q – EPA notice of completion of Removal action for Mazepah Mine Waste Site
Exhibit R – 2007 Hill Glazier Plan and Approved Volumetrics 4-24-2006
Exhibit S – Admin CUP for Retaining Walls Greater than 6' Action Letter 6-18-21
Exhibit T – Admin CUP for temp. Sales Trailer Action Letter 10-6-19
Exhibit U – Hales Engineering Sommet Blanc Trip Generation Study
Exhibit V – Preliminary Construction Mitigation Plan
Exhibit W - B2 East Access Easement with Redus Park City re. access to Villas
Exhibit X – Civil Drawings for Mid Mountain Trailhead Parking Lot
Exhibit Y – UDOT Conditional Access Permit for Curb Cut for Villa Units, Roundabout & Ped Crossing
Exhibit Z – Elevation Heat Map
Exhibit 1 – Overall Grading Plan
Exhibit 2 – Housing Mitigation Plan
Exhibit 3 – Public Comment
Exhibit 4 – Guardsman Pass and Mid Mountain Trial Parking Lot Proposal
Exhibit 5 – Empire Pass Design Guidelines – Book V
Exhibit 6 - Empire Pass Design Review Board Preliminary Approval 6/11/21
Exhibit 7 - Empire Pass Design Review Board Preliminary Approval 7/28/21
Exhibit 8 - Analysis of Sommet Blanc CUP Hill Glazier Challenges
Exhibit 9 – Overall Retaining Wall Plans and Renderings
Exhibit 10 – Flagstaff Annexation and Empire Pass Units and UE Analysis Table
Exhibit 11 – 9.8.21 Height proposal
Exhibit 12 – B2 East Recorded Sewer Access Easement
Exhibit 13 – Arborist Report on B2-East/Sommet Blanc
Exhibit 14 – DV Lucky Jack Tree Island Letter of Consent

Findings of Fact:

1. Site Location

A. Sommet Blanc Residences LLC., is Lot 1 of the B2 East Subdivision, located at 9300 Marsac Avenue. The site is located within Pod B2 of the Village at Empire Pass Master Planned Development MPD, and of the 2007 Flagstaff Amended Development Agreement, adjacent to the Deer Valley Empire Day Lodge.

2.Site Zoning

A. The site is zoned Residential Development (RD-MPD) as part of the Flagstaff Annexation and Master Planned Development.
B. In the RD zone a Multi-Unit Dwelling isa Conditional Use.

3.Controlling Documents

A. The property was originally part of the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24,1999 and amended on March 2, 2007.
B. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel.

C. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (Village MPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area. The MPD (known as Mountain Village) was amended to include Pod B2 (Montage). The Mountain Village (Pods A, B1 and B2) was approved for a maximum of 785 UE of multi-family (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units.

4.Application

A. In November 2020, the applicant submitted an application for a Conditional Use Permit which was amended on July 15, 2021, for three (3) condominium lodges (Multi-Unit Dwellings) buildings with 43 residential units above underground parking, a 3,600-square-foot public restaurant, and four (4) townhome villas within two (2) duplexes, and a detached ancillary ski locker building located on the hillside above the condominiums.
B. The property is known as Lot 1 of the B2East Subdivision, approved by Council on March 9, 2017.
C. The subdivision plat entails a 7.85 acre metes and bounds parcel. The subdivision consists of a 6.91 acre 'Lot 1', and a 0.94 acre 'Parcel A', for anticipated Deer Valley Resort ski related activities and infrastructure (potential ski bridge). Parcel A has no assigned density and is not developable in terms of residential units or UEs. The applicant recorded a Development Covenant which allocates 3,600 sf of Resort Support Commercial (from MPD maximum of 75,000 sf), and 81 UEs, to be located within a maximum of 70 multi-family dwelling units.
D. With 47 residential units the project includes less units than entitled under the 2007 MPD (Maximum of 70) but is proposing to utilize the same 81 Unit Equivalents (UEs) of residential Density.
E. The applicant is proposing to amend the DA to allow for four (4) additional PUD Units.
F. The applicant is requesting to modify the Conditions of Approval #1 and #2 regarding the allowed Volumetrics and Building Height within Pod B2 MPD pursuant to LMC Chapter 15-6, Master Planned Developments.
G. The applicant proposes to amend the current Empire Pass Design Guidelines by creating a new section specific to the B2East property to reflect the more "mountain modern" design aesthetic currently desired in the marketplace.
H. Through the 2007 MPD process for Pod B2 Empire pass, the Empire Pass Design Guidelines had approved a plan referred to as the Hill Glazier plan regarding volumetrics and design.

5.Compliance with CUP Criteria

A. Size and location of the site;
    a. Staff finds that the current Sommet Blanc proposal is within the prescribed development pod. Subdivision. (15-1-10(E)1).
B. Traffic considerations including capacity of the existing Streets in the Area;
    1. Hales Engineering performed a Trip generation study, completed October 6, 2021. The report addresses the trip generation by

Sommet Blanc, reporting that an average of 442 trips would be anticipated on an average weekday, including 28 trips during the morning peak hour and 48 trips during evening peak hour.

2. As a comparison with the previous HG plan, the report states “With the anticipated patronage, the morning peak hour trips generated will be reduced by 36% under the new plan, the evening peak hour trips generated will be reduced by 11%, and the daily trips will be reduced by 24%.”

C. Utility Capacity
    1. The Empire Pass utilities were all sized assuming 81 UEs of development at B2 East. As such, there is ample sewer, water, electricity, and gas available for the proposed project.
    2. Lot 1 of the B2 East subdivision is included in the storm water detention for the Empire Canyon community, which includes use of the large detention basin.
    3. A final Storm Water Plan is required for review and approval prior to the issuance of a building permit (15-1-10(E)3).
D. Emergency vehicle Access;
    1. Before the building permit is issued, the Applicant will be required to gain approval from the Fire Department with fully compliant plans. (15-1-10(E)4)
E. Location and amount of off-Street parking;
    1. Per the Flagstaff DA, the residential parking stall requirement is reduced by 25% to 98.25 which rounds up to 99 parking stalls. Each residential condo unit will have one assigned parking space with the exception of the Villas which will have 2 parking spaces per unit in garages attached to each unit.
    2. Per an agreement between Deer Valley and the Applicant, the Sommet Blanc project includes 60 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley for the Fireside Dining operation in the Empire Day Lodge. (15-1-10(E) 5).
F. Internal vehicular and pedestrian circulation system;
    1. The lodge buildings are accessed from the Lower Driveway with a proposed curb cut off the roundabout at SR 224. The villas units are proposed to be accessed from the upper driveway with a curb cut off SR 224. Given the significant grade change between the upper and lower portions of the site, pedestrian connection between the two is by the Ski-Out trail or the Mid Mountain Trail. (15-1-10(E)6)
G. Fencing, Screening, and landscaping to separate the Use from adjoining Uses;
    1. Sufficient screening and landscaping separate the use from adjoining uses.
    2. A final landscape plan is required as a condition precedent to Building Permit (15-1-10(E)7).
H. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;

1. The project is smaller in bulk, height and mass compared to its neighbor the Montage and there are no other developments on the adjoining lots with the exception of the Empire Day Lodge (15-1-10(E)8.

I. Usable Open Space;
    1. Both passive and active Open Space are provided in excess of 88% within the Flagstaff Annexation boundary and individual lots were not required to provide open space.

J. Signs and lighting;
    1. Signs and lighting must be in conformance with the LMC and the Flagstaff Mountain Resort Design Guidelines. (15-1-10(E)10).

K. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;
    1. Amended Building articulation and massing are consistent with approved lodge buildings and meet the intent of the Flagstaff DA. The applicant has received preliminary Design Approval from the Empire Pass Design Review Board and will require final approval by Building Permit stage.

L. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;
    1. All uses except the outdoor plaza area are inside the building and there are no expected impacts on residents, visitors or abutters. (15-1-10(E)12).

M. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas;
    1. Trash is located inside the garage and 4 parking spaces in the front provide for sufficient loading and unloading (15-1-10(E)13).

N. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities;
    1. The project will be platted as a Condominium and Nightly Rental is a permitted use within the RD zone. (15-1-10(E)14).

O. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site;
    1. There are no environmentally sensitive lands within or adjoining the site.
    2. The building is located on a sloping lot within Pod B2 and is appropriate for the topography of the site with the garage below grade (15-1-10(E)15).

P. Review for consistency with the goals and objectives of the Park City General Plan;
    1. This property was annexed, zoned, master planned and platted to be consistent with the goals and objectives of the Park City General Plan in providing resort based lodging and guest amenities in close

proximity to Deer Valley Resort, affordable housing, reduction in traffic generation, with clustered development in the Village, shuttle service within the development and within Park City, significant open space and trails, as well as attention to mitigation of past and present environmental impacts. (15-1-10(E)16).

6.Compliance with the Amended and Restated Development Agreement for Flagstaff Mountain

A. On March 24, 2021, the Planning Commission agreed with Staff that the Applicant's proposed modifications would fall under the definition of a "Substantive Modification" due to possible impacts regarding the changes to the site plan.
B. Per the 2007 DA the Mountain Village was granted a maximum density of 785 Unit Equivalents in a maximum of 550 dwelling units.
C. The Pod B2 MPD approval allotted the east side of B2, 81 Unit Equivalents.
D. Per LMC § 15-6-8, One UE equates to 2,000 sf of Multi-family dwelling floor area or 1,000 sf of commercial or office floor area
E. 81 UEs is equal to 162,000 sf.
F. The 2018 B2 East subdivision approval confirmed the 81 UEs but added the restraint that they must be constructed in a maximum of 70 unit's total.
G. The DA included a total of 75,000 sf of Resort Support Commercial uses. Out of the total granted Resort Support Commercial square footage, B2 East was allotted 3,600 sf.
H. The applicant is proposing 81 UEs in 47 units for a total of under 162,000 square feet.
I. The applicant is proposing under 3,600 square feet Resort Support Commercial.
J. The applicant is proposing two ADA units.
K. Sommet Blanc is meeting the Americans with Disabilities Act definition of a 'Place of Public Accommodations' which is requiring the project provide two ADA dwelling units. Since the units are required, they do not count towards the 81 UE limit.
L. The ADA units will be owned by the HOA and provided for guests who require such accommodations.
M. The DA, as amended, allows four (4) PUD units.
N. As amended the DA will update Section 2.2.1.3 to state: "Maximum Density: The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than 543 dwelling units. Such density shall be configured as multi-family, hotel or PUD units provided the PUD units do not exceed 64. PUD units consume Unit Equivalents in the same respect at multifamily units."
O. As amended the DA will be ratified to adopt Book V to the Empire Pass Design Guidelines, which are specific to the B2 East site.
P. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities for the annexation area.

Q. The application is in compliance – as amended – with the location, density, volumetrics, parking, design and affordable housing requirements of the Development Agreement as they apply to this lot.

7. Compliance with the Amended Pod B-2 Empire Pass Master Planned Development

A. On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VMPD) Pod A.
B. On March 14, 2007, the Planning Commission approved a Master Planned Development (MPD) for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD (VMPD).
C. Building volumetric diagrams were approved with the Pod B2 MPD known as the Hill Glazier plans.
D. The Pod B2 MPD approved 192 hotel rooms utilizing 69.6 Unit Equivalents (UEs) and 94 hotel condominiums utilizing 114 UEs, on the west side parcel (aka Montage Deer Valley).
E. 81 UEs of residential condominiums were assigned to the east side parcel, aka B2 East.
F. Condition of Approval #1 of the MPD states: “The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as reviewed by the Planning Commission.
G. As amended, the MPD will update COA #1 to state: “The building plans and volumetrics for the project shall meet substantial compliance with the revised Sommet Blanc drawings dated 10/20/2021 as reviewed by the Planning Commission.”
H. Condition of Approval #2 of the MPD states: “A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum pint) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission.”
I. The four (4) villas are granted a height exception of maximum 40’ above natural grade.
J. Building C is the only structure granted an exception for building height of up to 94’ above the benchmark grade stated in the MPD.
K. This building height was approved based on a site-specific analysis made by the Planning Commission.
L. As amended, the MPD will update COA #2 to state: “A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet and an allowance of 94 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum pint) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission.”
M. Lot 1 adheres to minimum RD zone setbacks.
N. Per the MPD: “As with the setback requirement in (C) above, the annexation area contains more than the minimum 60% requirement. The development of

the Village (pods A, B-1 and B-2) is limited to 87 acres, as amended, within the original 1550 acres or 5% of the land area." Lot 1 complies with the open space requirements.

O. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs).
P. The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units). This is a total of 5.9 AUEs or 4,683 sf.
Q. Staff does not recommend that a Child Care center be provided on-site.
R. The Mazepah mine shaft, located on Lot 1, was permanently closed in 2016 under geotechnical supervision.
S. In August of 2018, the EPA confirmed that all mine soil remediation work performed on site was in accordance with EPA requirements.
T. There are no Historic Sites on the B2-East development Lot.
U. The proposal complies with the RD Zoning District Requirements outlined in LMC § 15-2.13.
V. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
W. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 herein, except as noted in Findings of Fact 6(M), 6(O), 7(G), 7(J), & 7(L);
X. The MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission. As previously approved in the DA, the applicant is proposing the Sommet Blanc development within the development Pod B2-E, specifically set aside to ensure that 826 acres of the Flagstaff Annexed land were deeded to Open Space;
Y. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
Z. The MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood compatibility, and protects residential neighborhoods and Uses;
AA. The MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities, such as transportation amenities, skier lounges, fitness and yoga rooms, and bike storage; Can you list any amenities?
BB. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the application was filed; The applicant is providing 5.9 AUEs totaling 6 units;
CC. The MPD, as conditioned, meets the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable land and least visually obtrusive portions of the Site;
DD. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; Sommet Blanc will be part of the EPMHOA which offers on demand shuttle service to Main Street area and back; and

EE. The MPD has been noticed and public hearing held in accordance with this Code.

FF. The MPD, as conditioned, incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program codes adopted by the Park City Building Department in effect at the time of the application;

GG. The MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.

HH. The MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.

II. The MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.

JJ. The MPD, as conditioned, addresses and mitigates traffic expected with the development.

KK. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building volume is from the Transfer of Development Credits; the proposal redistributes previously allocated density on the site and meets the LMC Section 15-5-8 façade length and variation requirements;

LL. The buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site specific analysis;

MM. The MPD, as conditioned, permits adequate Landscaping and buffering from adjacent Properties and Uses;

NN. The MPD follows required setbacks and separations from adjacent projects;

OO. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible per the previously approved 2007 MPD;

PP. The additional building height is designed in a manner that provides a transition in roof elements in compliance with Chapter 5 Architectural Guidelines.

8. Other Findings of Fact

A. The building complies with RD District zone setbacks maintaining a 20’ front setback, 12’ side setbacks and 15’ rear setbacks. LMC exception to the side yard setback allows screened mechanical equipment to have a five foot setback from the Side Lot Line.

B. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of building permits for buildings within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
C. Excavated soil will remain within the Flagstaff Annexation area as required by the Annexation Agreement with a location to be identified on the final Construction Mitigation Plan submitted with the building permits.
D. The property is part of a common development that exceeds one acre and thus has MS4 requirements to meet.

Conclusions of Law:

1. The application, as conditioned, is consistent with the Village at Empire Pass Master Planned Development and Flagstaff Mountain Resort Master Planned Development, the Park City Land Management Code, and the General Plan.
2. The proposed CUP, as conditioned, will be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All standard conditions of approval apply to this Conditional Use Permit.
2. This Conditional Use Permit shall expire one year from the date of Planning Commission approval if a building permit has not been issued prior to this date, unless an extension is requested in writing prior to expiration date and the extension is granted by the Planning Director.
3. Final building plans and construction details submitted with the building permit application shall substantially comply with the plans reviewed by the Planning Commission on October 27, 2021.
4. A final water efficient landscape and irrigation plan that indicates required storm water facilities and snow storage areas, and that meets the defensible space requirements and mitigates for removal of significant vegetation, shall be submitted with the building permit application for approval by the Planning, Building, and Engineering Department, and shall be in substantial conformance with the plans reviewed by the Planning Commission on October 27, 2021.
5. All exterior lights must conform to the City lighting ordinance and the Flagstaff Mountain Resort Design Guidelines. Final compliance with the City's Lighting Ordinance will be verified at the time of building permit plan review and prior to issuance of a certificate of occupancy. Exterior lighting shall be shielded and down directed.
6. All exterior signs require an approved sign permit prior to installation.
7. Materials, color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission on October 27, 2021.
8. All exterior mechanical equipment shall be located out of required setbacks and screened and shielded from public streets. Screening with landscaping and

fencing/grating materials is allowed. All wall and roof top vents and protruding mechanical shall be painted to match the adjacent wall or roof to minimize impacts on public view.

9. All utility facilities must be located on site, unless specific easements have been provided on the recorded plat. A plan must be provided at the time of the building permit application showing all utility locations, including dry utilities. The applicant shall provide verification that the utility plan is viable and the utility boxes can be screened with landscaping and/or fencing.
10. The applicant shall record a Condominium Plat for the site prior to selling individual units.
11. Utility and grading plans, including storm water drainage plans, must be approved by the City Engineer prior to Building Permit issuance.
12. Affordable housing provided with this Conditional Use Permit shall comply with all requirements of the City's affordable housing resolution in effect at the time of the Development Agreement. The affordable units shall be indicated on the final condominium plat prior to recordation of such plat and shall be completed prior to issuance of a certificate of occupancy for the building.
13. Deed restrictions for the six (6) affordable units, approved by the City in accordance with the applicable Housing Resolution, shall be recorded prior to plat recordation. The deed restrictions shall outline and resolve any issues or concerns that may have come up on other affordable units platted as private. The plat shall note that the affordable units are subject to a deed restriction.
14. The CCRs shall limit the HOA dues related to the deed restricted affordable units in order to ensure the Units remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.
15. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
16. All conditions of approval of the Village at Empire Pass MPD shall continue to apply.
17. All conditions of approval of the Flagstaff Annexation and Development Agreement shall continue to apply, including the restrictions on solid wood burning fireplaces, removal of excavated materials, construction of pedestrian connections to the transit hub within the Village, and provision of any required ADA and affordable housing units.
18. A Final Construction Mitigation Plan (CMP) shall be submitted for approval by the Planning, Building, and Engineering Departments prior to issuance of a building permit. The CMP shall indicate where and how excavated soils will be hauled and/or stored, hours of construction, truck routes, phasing of construction, road closures, and other items required by the Building Department.
19. Interior fire sprinklers are required for new construction and shall meet requirements of the Chief Building Official at the time of review of the building permit.
20. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
21. All requirements and conditions of the Snyderville Basin Water Reclamation District shall be met prior to building permit issuance.

22. The deed restricted units shall meet the plat note requirement of 4.2 AUEs for this lot. One AUE is equivalent to 800 sf according to the Development Agreement.
23. The plat shall note that this development is part of a common plan development and an MS4 storm water permit is required for all land disturbance activities, prior to building permit issuance.
24. Prior to building permit issuance, the applicant shall verify that capacity exists in the existing detention pond utilized by Pod A and shall demonstrate that sufficient run-off will remain on site to support existing tree stands.
25. Development of this property is subject to the conditions of approval, plat notes, easements and restrictions of the Village at Empire Pass North Subdivision plat.
26. The final proposed parking lot and Mid Mountain Trail re-route will require approval from the City's Trails and Open Space Manager.
27. The final proposed parking lot shall propose amendments to the license agreement in a form approved by the City Attorney's Office.
28. The UDOT Conditional Access Permit will expire on 12/17/2021. The applicant will need to request an extension or submit a new CAP to UDOT.
29. A final landscape plan is required as a condition precedent to Building Permit as well as Final Design approval from the Empire Pass Design Review Board (DRB).
30. Landscaping and irrigation must be water efficient, utilizing drought tolerant planting, limited turf area, and drip irrigation. The plan shall indicate mitigation for removal of identified significant trees.
31. A plan shall be provided indicating mitigation for removal of identified significant trees and replacement in kind of these trees.
32. A final approved storm water plan, as well as final utility and grading plans, are required prior to issuance of a building permit.
33. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.
34. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, the 2007 Empire Pass B2-East MPD, B2-East Subdivision plat, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain (recorded at Summit County on March 2, 2007), and associated Technical Reports and Agreements, continue to apply.
35. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein. This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.
36. Before the building permit is issued, the Applicant will be required to gain approval from the Fire Department with fully compliant plans. (15-1-10(E)4)
37. Sufficient screening and landscaping separate the use from adjoining uses.

38. The applicant must receive Final Design Approval from the Empire Pass Design Review Board.
39. Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.
40. Per 15-3-11(B) Applicant must provide Electric Vehicle Charging Station Infrastructure for twenty percent (20%) of the first one hundred (100) required Off-Street parking spaces.
41. Applicant shall provide information in the CC&Rs or other documents governing a homeowner or master owners association for the Development regarding notice of the Electric Vehicle Charging Station infrastructure that exists on site.
42. Electric Vehicle Charging Stations shall be installed for 5% of required Off-Street parking spaces (5 spaces in this case). The first charging station installed shall be dual port with one Charging Station that is ADA accessible.
43. The Villas are required to construct private garages that are Electric Vehicle – Ready.
44. The Applicant shall include bike racks for securing at least 10 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike racks must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.
45. The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.

December 8, 2021

Sommet Blanc Residences
9300 Marsac Avenue
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Application #	PL-20-04702 & PL-21-04771
Subject	Lot 1, B2 East Subdivision
Address	9300 Marsac Avenue
Description	Development Agreement Amendments, Master Planned Development Amendments, and Conditional Use Permit
Action Taken	Approved
Date of Action	December 8, 2021

On December 8, 2021, the Planning Commission held a public hearing and Approved a Amendments to the Flagstaff Development Agreement, Amendments to the Empire Pass Pod B2- Master Planned Development, and a Conditional Use Permit based on the following:

Findings of Fact:

1. Site Location
    A. Sommet Blanc Residences LLC., is Lot 1 of the B2 East Subdivision, located at 9300 Marsac Avenue. The site is located within Pod B2 of the Village at Empire Pass Master Planned Development MPD, and of the 2007 Flagstaff Amended Development Agreement, adjacent to the Deer Valley Empire Day Lodge.
2. Site Zoning
    A. The site is zoned Residential Development (RD-MPD) as part of the Flagstaff Annexation and Master Planned Development.
    B. In the RD zone a Multi-Unit Dwelling isa Conditional Use.
3. Controlling Documents
    A. The property was originally part of the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24,1999 and amended on March 2, 2007.

B. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel.
C. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (Village MPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area. The MPD (known as Mountain Village) was amended to include Pod B2 (Montage). The Mountain Village (Pods A, B1 and B2) was approved for a maximum of 785 UE of multi-family (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units.

4.Application

A. In November 2020, the applicant submitted an application for a Conditional Use Permit which was amended on July 15, 2021, for three (3) condominium lodges (Multi-Unit Dwellings) buildings with 43 residential units above underground parking, a 3,600-square-foot public restaurant, and four (4) townhome villas within two (2) duplexes, and a detached ancillary ski locker building located on the hillside above the condominiums.
B. The property is known as Lot 1 of the B2East Subdivision, approved by Council on March 9, 2017.
C. The subdivision plat entails a 7.85 acre metes and bounds parcel. The subdivision consists of a 6.91 acre 'Lot 1', and a 0.94 acre 'Parcel A', for anticipated Deer Valley Resort ski related activities and infrastructure (potential ski bridge). Parcel A has no assigned density and is not developable in terms of residential units or UEs. The applicant recorded a Development Covenant which allocates 3,600 sf of Resort Support Commercial (from MPD maximum of 75,000 sf), and 81 UEs, to be located within a maximum of 70 multi-family dwelling units.
D. With 47 residential units the project includes less units than entitled under the 2007 MPD (Maximum of 70) but is proposing to utilize the same 81 Unit Equivalents (UEs) of residential Density.
E. The applicant is proposing to amend the DA to allow for four (4) additional PUD Units.
F. The applicant is requesting to modify the Conditions of Approval #1 and #2 regarding the allowed Volumetrics and Building Height within Pod B2 MPD pursuant to LMC Chapter 15-6, Master Planned Developments.
G. The applicant proposes to amend the current Empire Pass Design Guidelines by creating a new section specific to the B2East property to reflect the more "mountain modern" design aesthetic currently desired in the marketplace.
H. Through the 2007 MPD process for Pod B2 Empire pass, the Empire Pass Design Guidelines had approved a plan referred to as the Hill Glazier plan regarding volumetrics and design.

5.Compliance with CUP Criteria

A. Size and location of the site;

a. Staff finds that the current Sommet Blanc proposal is within the prescribed development pod. Subdivision. (15-1-10(E)1).

B. Traffic considerations including capacity of the existing Streets in the Area;
    1. Hales Engineering performed a Trip generation study, completed October 6, 2021. The report addresses the trip generation by Sommet Blanc, reporting that an average of 442 trips would be anticipated on an average weekday, including 28 trips during the morning peak hour and 48 trips during evening peak hour.
    2. As a comparison with the previous HG plan, the report states “With the anticipated patronage, the morning peak hour trips generated will be reduced by 36% under the new plan, the evening peak hour trips generated will be reduced by 11%, and the daily trips will be reduced by 24%.”

C. Utility Capacity
    1. The Empire Pass utilities were all sized assuming 81 UEs of development at B2 East. As such, there is ample sewer, water, electricity, and gas available for the proposed project.
    2. Lot 1 of the B2 East subdivision is included in the storm water detention for the Empire Canyon community, which includes use of the large detention basin.
    3. A final Storm Water Plan is required for review and approval prior to the issuance of a building permit (15-1-10(E)3).

D. Emergency vehicle Access;
    1. Before the building permit is issued, the Applicant will be required to gain approval from the Fire Department with fully compliant plans. (15-1-10(E)4)

E. Location and amount of off-Street parking;
    1. Per the Flagstaff DA, the residential parking stall requirement is reduced by 25% to 98.25 which rounds up to 99 parking stalls. Each residential condo unit will have one assigned parking space with the exception of the Villas which will have 2 parking spaces per unit in garages attached to each unit.
    2. Per an agreement between Deer Valley and the Applicant, the Sommet Blanc project includes 60 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley for the Fireside Dining operation in the Empire Day Lodge. (15-1-10(E) 5).

F. Internal vehicular and pedestrian circulation system;
    1. The lodge buildings are accessed from the Lower Driveway with a proposed curb cut off the roundabout at SR 224. The villas units are proposed to be accessed from the upper driveway with a curb cut off SR 224. Given the significant grade change between the upper and lower portions of the site, pedestrian connection between the two is by the Ski-Out trail or the Mid Mountain Trail. (15-1-10(E)6)

G. Fencing, Screening, and landscaping to separate the Use from adjoining Uses;

1. Sufficient screening and landscaping separate the use from adjoining uses.
2. A final landscape plan is required as a condition precedent to Building Permit (15-1-10(E)7).

H. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;
   1. The project is smaller in bulk, height and mass compared to its neighbor the Montage and there are no other developments on the adjoining lots with the exception of the Empire Day Lodge (15-1-10(E)8.

I. Usable Open Space;
   1. Both passive and active Open Space are provided in excess of 88% within the Flagstaff Annexation boundary and individual lots were not required to provide open space.

J. Signs and lighting;
   1. Signs and lighting must be in conformance with the LMC and the Flagstaff Mountain Resort Design Guidelines. (15-1-10(E)10).

K. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;
   1. Amended Building articulation and massing are consistent with approved lodge buildings and meet the intent of the Flagstaff DA. The applicant has received preliminary Design Approval from the Empire Pass Design Review Board and will require final approval by Building Permit stage.

L. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;
   1. All uses except the outdoor plaza area are inside the building and there are no expected impacts on residents, visitors or abutters. (15-1-10(E)12).

M. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas;
   1. Trash is located inside the garage and 4 parking spaces in the front provide for sufficient loading and unloading (15-1-10(E)13).

N. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities;
   1. The project will be platted as a Condominium and Nightly Rental is a permitted use within the RD zone. (15-1-10(E)14).

O. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site;
   1. There are no environmentally sensitive lands within or adjoining the site.

2. The building is located on a sloping lot within Pod B2 and is appropriate for the topography of the site with the garage below grade (15-1-10(E)15).

P. Review for consistency with the goals and objectives of the Park City General Plan;
    1. This property was annexed, zoned, master planned and platted to be consistent with the goals and objectives of the Park City General Plan in providing resort based lodging and guest amenities in close proximity to Deer Valley Resort, affordable housing, reduction in traffic generation, with clustered development in the Village, shuttle service within the development and within Park City, significant open space and trails, as well as attention to mitigation of past and present environmental impacts. (15-1-10(E)16).

6.Compliance with the Amended and Restated Development Agreement for Flagstaff Mountain

A. On March 24, 2021, the Planning Commission agreed with Staff that the Applicant's proposed modifications would fall under the definition of a "Substantive Modification" due to possible impacts regarding the changes to the site plan.
B. Per the 2007 DA the Mountain Village was granted a maximum density of 785 Unit Equivalents in a maximum of 550 dwelling units.
C. The Pod B2 MPD approval allotted the east side of B2, 81 Unit Equivalents.
D. Per LMC § 15-6-8, One UE equates to 2,000 sf of Multi-family dwelling floor area or 1,000 sf of commercial or office floor area
E. 81 UEs is equal to 162,000 sf.
F. The 2018 B2 East subdivision approval confirmed the 81 UEs but added the restraint that they must be constructed in a maximum of 70 unit's total.
G. The DA included a total of 75,000 sf of Resort Support Commercial uses. Out of the total granted Resort Support Commercial square footage, B2 East was allotted 3,600 sf.
H. The applicant is proposing 81 UEs in 47 units for a total of under 162,000 square feet.
I. The applicant is proposing under 3,600 square feet Resort Support Commercial.
J. The applicant is proposing two ADA units.
K. Sommet Blanc is meeting the Americans with Disabilities Act definition of a 'Place of Public Accommodations' which is requiring the project provide two ADA dwelling units. Since the units are required, they do not count towards the 81 UE limit.
L. The ADA units will be owned by the HOA and provided for guests who require such accommodations.
M. The DA, as amended, allows four (4) PUD units.
N. As amended the DA will update Section 2.2.1.3 to state: "Maximum Density: The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than 543 dwelling units. Such density shall be

configured as multi-family, hotel or PUD units provided the PUD units do not exceed 64. PUD units consume Unit Equivalents in the same respect at multifamily units."

O. As amended the DA will be ratified to adopt Book V to the Empire Pass Design Guidelines, which are specific to the B2 East site.
P. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities for the annexation area.
Q. The application is in compliance – as amended – with the location, density, volumetrics, parking, design and affordable housing requirements of the Development Agreement as they apply to this lot.

7.Compliance with the Amended Pod B-2 Empire Pass Master Planned Development

A. On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VMPD) Pod A.
B. On March 14, 2007, the Planning Commission approved a Master Planned Development (MPD) for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD (VMPD).
C. Building volumetric diagrams were approved with the Pod B2 MPD known as the Hill Glazier plans.
D. The Pod B2 MPD approved 192 hotel rooms utilizing 69.6 Unit Equivalents (UEs) and 94 hotel condominiums utilizing 114 UEs, on the west side parcel (aka Montage Deer Valley).
E. 81 UEs of residential condominiums were assigned to the east side parcel, aka B2 East.
F. Condition of Approval #1 of the MPD states: "The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as reviewed by the Planning Commission.
G. As amended, the MPD will update COA #1 to state: "The building plans and volumetrics for the project shall meet substantial compliance with the revised Sommet Blanc drawings dated 10/20/2021 as reviewed by the Planning Commission."
H. Condition of Approval #2 of the MPD states: "A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum pint) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission."
I. The four (4) villas are granted a height exception of maximum 40' above natural grade.
J. Building C is the only structure granted an exception for building height of up to 94' above the benchmark grade stated in the MPD.
K. This building height was approved based on a site-specific analysis made by the Planning Commission.

L. As amended, the MPD will update COA #2 to state: “A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet and an allowance of 94 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum pint) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission.”
M. Lot 1 adheres to minimum RD zone setbacks.
N. Per the MPD: “As with the setback requirement in (C) above, the annexation area contains more than the minimum 60% requirement. The development of the Village (pods A, B-1 and B-2) is limited to 87 acres, as amended, within the original 1550 acres or 5% of the land area.” Lot 1 complies with the open space requirements.
O. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs).
P. The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units). This is a total of 5.9 AUEs or 4,683 sf.
Q. Staff does not recommend that a Child Care center be provided on-site.
R. The Mazepah mine shaft, located on Lot 1, was permanently closed in 2016 under geotechnical supervision.
S. In August of 2018, the EPA confirmed that all mine soil remediation work performed on site was in accordance with EPA requirements.
T. There are no Historic Sites on the B2-East development Lot.
U. The proposal complies with the RD Zoning District Requirements outlined in LMC § 15-2.13.
V. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
W. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 herein, except as noted in Findings of Fact 6(M), 6(O), 7(G), 7(J), & 7(L);
X. The MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission. As previously approved in the DA, the applicant is proposing the Sommet Blanc development within the development Pod B2-E, specifically set aside to ensure that 826 acres of the Flagstaff Annexed land were deeded to Open Space;
Y. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
Z. The MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood compatibility, and protects residential neighborhoods and Uses;
AA. The MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities, such as transportation amenities, skier lounges, fitness and yoga rooms, and bike storage; Can you list any amenities?

BB. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the application was filed; The applicant is providing 5.9 AUEs totaling 6 units;

CC. The MPD, as conditioned, meets the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable land and least visually obtrusive portions of the Site;

DD. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; Sommet Blanc will be part of the EPMHOA which offers on demand shuttle service to Main Street area and back; and

EE. The MPD has been noticed and public hearing held in accordance with this Code.

FF. The MPD, as conditioned, incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program codes adopted by the Park City Building Department in effect at the time of the application;

GG. The MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.

HH. The MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.

II. The MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.

JJ. The MPD, as conditioned, addresses and mitigates traffic expected with the development.

KK. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building volume is from the Transfer of Development Credits; the proposal redistributes previously allocated density on the site and meets the LMC Section 15-5-8 façade length and variation requirements;

LL. The buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site specific analysis;

MM. The MPD, as conditioned, permits adequate Landscaping and buffering from adjacent Properties and Uses;

NN. The MPD follows required setbacks and separations from adjacent projects;

OO. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible per the previously approved 2007 MPD;

PP. The additional building height is designed in a manner that provides a transition in roof elements in compliance with Chapter 5 Architectural Guidelines.

8.Other Findings of Fact

A. The building complies with RD District zone setbacks maintaining a 20' front setback, 12' side setbacks and 15' rear setbacks. LMC exception to the side yard setback allows screened mechanical equipment to have a five foot setback from the Side Lot Line.

B. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of building permits for buildings within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.

C. Excavated soil will remain within the Flagstaff Annexation area as required by the Annexation Agreement with a location to be identified on the final Construction Mitigation Plan submitted with the building permits.

D. The property is part of a common development that exceeds one acre and thus has MS4 requirements to meet.

Conclusions of Law:

1. The application, as conditioned, is consistent with the Village at Empire Pass Master Planned Development and Flagstaff Mountain Resort Master Planned Development, the Park City Land Management Code, and the General Plan.
2. The proposed CUP, as conditioned, will be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All standard conditions of approval apply to this Conditional Use Permit.
2. This Conditional Use Permit shall expire one year from the date of Planning Commission approval if a building permit has not been issued prior to this date, unless an extension is requested in writing prior to expiration date and the extension is granted by the Planning Director.
3. Final building plans and construction details submitted with the building permit application shall substantially comply with the plans reviewed by the Planning Commission on October 27, 2021.
4. A final water efficient landscape and irrigation plan that indicates required storm water facilities and snow storage areas, and that meets the defensible space requirements and mitigates for removal of significant vegetation, shall be submitted with the building permit application for approval by the Planning, Building, and

Engineering Department, and shall be in substantial conformance with the plans reviewed by the Planning Commission on October 27, 2021.

5. All exterior lights must conform to the City lighting ordinance and the Flagstaff Mountain Resort Design Guidelines. Final compliance with the City's Lighting Ordinance will be verified at the time of building permit plan review and prior to issuance of a certificate of occupancy. Exterior lighting shall be shielded and down directed.
6. All exterior signs require an approved sign permit prior to installation.
7. Materials, color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission on October 27, 2021.
8. All exterior mechanical equipment shall be located out of required setbacks and screened and shielded from public streets. Screening with landscaping and fencing/grating materials is allowed. All wall and roof top vents and protruding mechanical shall be painted to match the adjacent wall or roof to minimize impacts on public view.
9. All utility facilities must be located on site, unless specific easements have been provided on the recorded plat. A plan must be provided at the time of the building permit application showing all utility locations, including dry utilities. The applicant shall provide verification that the utility plan is viable and the utility boxes can be screened with landscaping and/or fencing.
10. The applicant shall record a Condominium Plat for the site prior to selling individual units.
11. Utility and grading plans, including storm water drainage plans, must be approved by the City Engineer prior to Building Permit issuance.
12. Affordable housing provided with this Conditional Use Permit shall comply with all requirements of the City's affordable housing resolution in effect at the time of the Development Agreement. The affordable units shall be indicated on the final condominium plat prior to recordation of such plat and shall be completed prior to issuance of a certificate of occupancy for the building.
13. Deed restrictions for the six (6) affordable units, approved by the City in accordance with the applicable Housing Resolution, shall be recorded prior to plat recordation. The deed restrictions shall outline and resolve any issues or concerns that may have come up on other affordable units platted as private. The plat shall note that the affordable units are subject to a deed restriction.
14. The CCRs shall limit the HOA dues related to the deed restricted affordable units in order to ensure the Units remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.
15. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
16. All conditions of approval of the Village at Empire Pass MPD shall continue to apply.
17. All conditions of approval of the Flagstaff Annexation and Development Agreement shall continue to apply, including the restrictions on solid wood burning fireplaces, removal of excavated materials, construction of pedestrian connections to the transit

hub within the Village, and provision of any required ADA and affordable housing units.

18. A Final Construction Mitigation Plan (CMP) shall be submitted for approval by the Planning, Building, and Engineering Departments prior to issuance of a building permit. The CMP shall indicate where and how excavated soils will be hauled and/or stored, hours of construction, truck routes, phasing of construction, road closures, and other items required by the Building Department.
19. Interior fire sprinklers are required for new construction and shall meet requirements of the Chief Building Official at the time of review of the building permit.
20. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
21. All requirements and conditions of the Snyderville Basin Water Reclamation District shall be met prior to building permit issuance.
22. The deed restricted units shall meet the plat note requirement of 4.2 AUEs for this lot. One AUE is equivalent to 800 sf according to the Development Agreement.
23. The plat shall note that this development is part of a common plan development and an MS4 storm water permit is required for all land disturbance activities, prior to building permit issuance.
24. Prior to building permit issuance, the applicant shall verify that capacity exists in the existing detention pond utilized by Pod A and shall demonstrate that sufficient run-off will remain on site to support existing tree stands.
25. Development of this property is subject to the conditions of approval, plat notes, easements and restrictions of the Village at Empire Pass North Subdivision plat.
26. The final proposed parking lot and Mid Mountain Trail re-route will require approval from the City's Trails and Open Space Manager.
27. The final proposed parking lot shall propose amendments to the license agreement in a form approved by the City Attorney's Office.
28. The UDOT Conditional Access Permit will expire on 12/17/2021. The applicant will need to request an extension or submit a new CAP to UDOT.
29. A final landscape plan is required as a condition precedent to Building Permit as well as Final Design approval from the Empire Pass Design Review Board (DRB).
30. Landscaping and irrigation must be water efficient, utilizing drought tolerant planting, limited turf area, and drip irrigation. The plan shall indicate mitigation for removal of identified significant trees.
31. A plan shall be provided indicating mitigation for removal of identified significant trees and replacement in kind of these trees.
32. A final approved storm water plan, as well as final utility and grading plans, are required prior to issuance of a building permit.
33. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.
34. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, the 2007 Empire Pass B2-East MPD, B2-East Subdivision plat, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain (recorded at Summit County on

March 2, 2007), and associated Technical Reports and Agreements, continue to apply.

35. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein. This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.
36. Before the building permit is issued, the Applicant will be required to gain approval from the Fire Department with fully compliant plans. (15-1-10(E)4)
37. Sufficient screening and landscaping separate the use from adjoining uses.
38. The applicant must receive Final Design Approval from the Empire Pass Design Review Board.
39. Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.
40. Per 15-3-11(B) Applicant must provide Electric Vehicle Charging Station Infrastructure for twenty percent (20%) of the first one hundred (100) required Off-Street parking spaces.
41. Applicant shall provide information in the CC&Rs or other documents governing a homeowner or master owners association for the Development regarding notice of the Electric Vehicle Charging Station infrastructure that exists on site.
42. Electric Vehicle Charging Stations shall be installed for 5% of required Off-Street parking spaces (5 spaces in this case). The first charging station installed shall be dual port with one Charging Station that is ADA accessible.
43. The Villas are required to construct private garages that are Electric Vehicle – Ready.
44. The Applicant shall include bike racks for securing at least 10 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike racks must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.
45. The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.

Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.

Please be aware that this approval in no way exempts the property from complying with other requirements that may be in effect on the property, and building permit regulations, as applicable. It is the responsibility of the property owner and applicant to ensure compliance with these regulations.

As the applicant, this letter is intended as a courtesy to document the status of your request. The official minutes from the Planning Commission meeting are available in the Planning Department office and Online.

If you have questions regarding your application or the action taken, please don't hesitate to contact Alexandra Ananth at 435-615-5059 or Makena.hawley@parkcity.org. She will continue working with you through the Building Permit and Certificate of Occupancy process.

Sincerely,

John Phillips
Planning Commission, Chair
Cc: Makena Hawley, Planner II

Empire Pass Pod B2 East - Sommet Blanc & Alpine Villas

- **Flagstaff Development Agreement Amendment (Duplexes)**
- **MPD Amendment (Volumetric Guidelines)**
- **CUP**

Follow Up to 10/27/21 Planning Commission Work Session

November 17, 2021

On 10/27/21, Planning Commission held a site visit followed by a Public Hearing on the proposed Sommet Blanc project. At the Public Hearing, Planning Commission asked for additional information on a number of topics discussed below.

Site Visit

For the site visit, the Applicant staked the proposed building locations and Staff and the Applicant answered various questions from Planning Commission and the public. The majority of public in attendance at the site visit were Wasatch County property owners with homes in Brighton Estates.

While the Park City trail users present at the site visit were generally positive about the proposed parking lot upgrades, the Wasatch County attendees were concerned with how well the parking lot would work during winter months for users with snowmobile trailers. Several Planning Commission members expressed concerns about tree removal and excavation involved with the proposed changes to the existing parking lot.

The Wasatch County attendees were also interested in winter access to Brighton Estates using Twisted Branch Road which is privately held by an unrelated entity. Concerns were also expressed about summer use of the steep and narrow Guardsman Pass Road with ever increasing traffic volumes.

The balance of the site visit discussion focused on limits of disturbance and tree removal to proceed with the project as proposed. There was also discussion on the Admin CUP process by which the retaining walls were approved for construction.

Planning Commission Meeting and Public Hearing

At the Public Hearing, there was further discussion on the Mid Mountain Trailhead parking, limits of disturbance and tree removal. There was also a question on the rationale for the proposed 40’ height limit for the four villas.

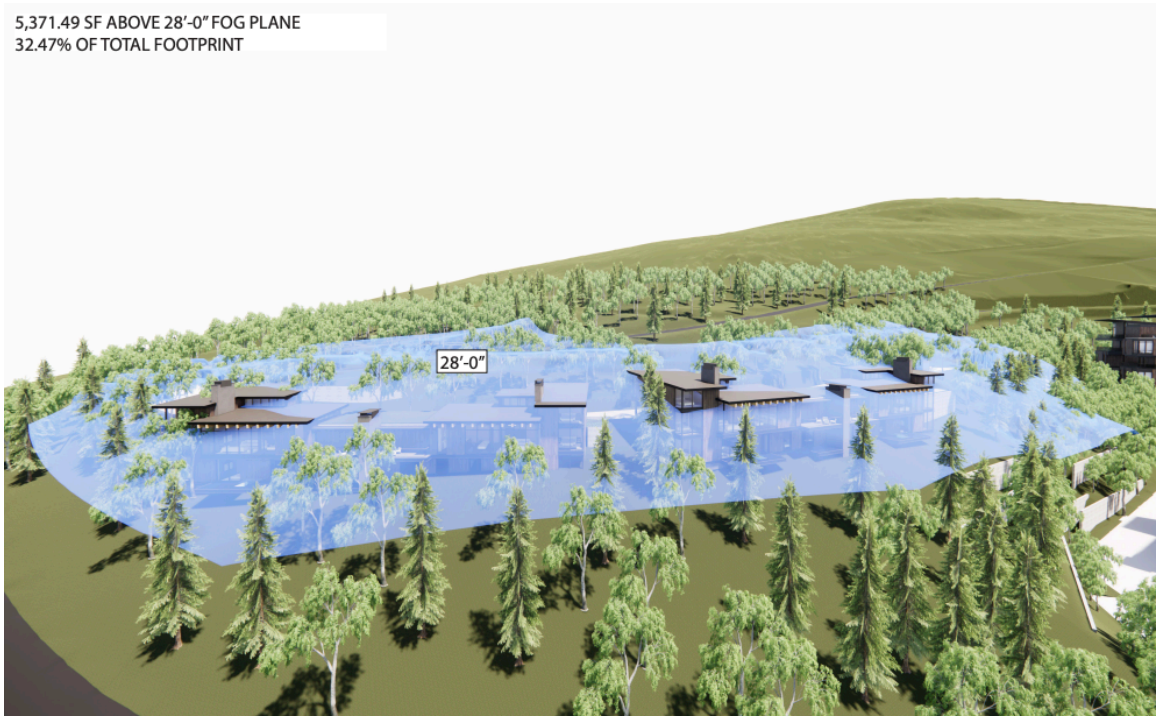
Alpine Villas Height

The Applicant has proposed a height limit of 40' above Natural Grade for the Villas to allow for significant height variation across the project. As designed, each villa unit has three distinct roof sections:

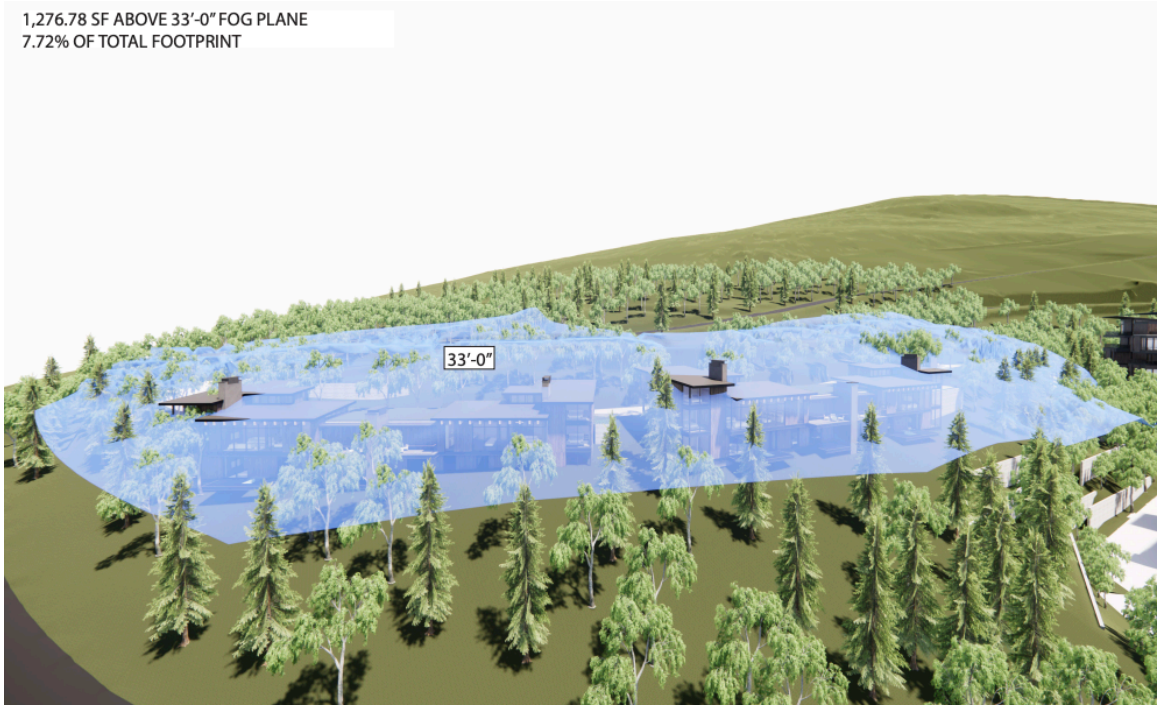
- Upper bedroom module extends to 40' above Natural Grade in Villas 1 and 3 (while extending to 29 and 35' in Villas 2 & 4 respectively).
- Living room module extends to 34' above Natural Grade in Villa 1 (tallest building).
- Garage module extends to 24' above Natural Grade in Villa 1.

A fog plane study has been completed to help visualize the variation of the Villa roof(s) and the portions of the roof(s) that extend beyond the Maximum Building Height for the Zoning District. As noted in the fog plane study, a majority of the Villas will in fact comply with the Maximum Building Height for the Zoning District. This study analyzes three key height limits for the Villas: (1) 28 feet (Maximum Building Height per the Zoning District); (2) 33 feet; and, (3) 40 feet (proposed Maximum Building Height for the Villas).

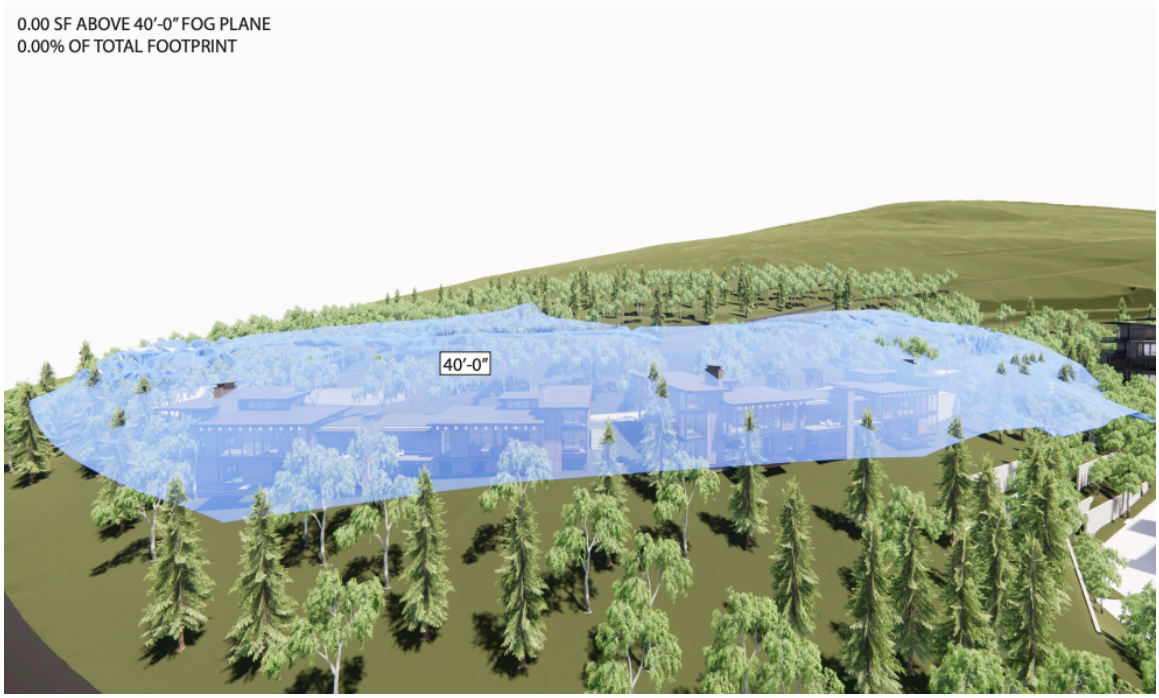
(1) 28 feet (Maximum Building Height per the Zoning District)



(2) 33 feet



(3) 40 feet (proposed Maximum Building Height for the Villas)



If upper bedroom module was removed to lower building height in only area that materially exceeds 33', the resulting building would be very rectangular and homogeneous. This condition would be magnified by the need to widen the buildings to replace the density lost from the upper floor.

Rather than creating rectangular building with minimal ridgeline articulation, the design team has created buildings with interesting residential massing at each end with an understated green garage roof element connecting the ends. Reducing the building height would result in a loss of building articulation and design interest.

Applicant submittal includes a fog plane study showing that only the chimney elements protrude through the 40' fog plane. The only building portions piercing the 33' fog plane are three of the four upper bedroom elements and two tiny sections of living room roof. Only 8% of the roof projects above 33'. The 28' fog plane is exceeded by all four upper bedroom elements and three of the four living room elements. 32% of roof exceeds 28' above natural grade.

The submittal includes a rendering showing that even with the 40' proposed height, the villa buildings are all but invisible from Guardsman Pass Road above. Tree preservation below Villas A, B & C will limit visibility of Villas from Marsac Avenue below. From the Montage 500' to the west, the ridgeline variation creates architectural interest. Long rectangular buildings designed to fit under a lower height limit would be less visually appealing from the Montage.

Color renderings show the ridgeline articulation in birds eye view from the northwest. Since preparing these renderings, we have lowered Villas 1 and 2 by about 4' and pulled it further back from Marsac Avenue by shifting 10' closer to Villa 3 and lowering the Upper Driveway adjacent these villas. The sections and grading plan accurately reflect the revised building locations and elevations.

Tree Removal/Retention

Planning Commission expressed considerable interest in maximizing tree retention on this 7 acre development site. To place this in context, in 1999 concurrent with the Flagstaff DA, approximately 1,750 acres of property were annexed into Park City, with over 90% of this area zoned ROS. Of the remaining land, only 87 acres was designated for high density development as the Mountain Village. The Sommet Blanc property is the last such site. With the exception of a ribbon of trees preserved along the west boundary of the Montage property, development of lodge buildings at Empire Pass (Flagstaff) has generally entailed removing most or all of the original trees on the underlying properties.

The trade-off encompassed in the original 1999 Flagstaff DA was the preservation of 90% of Flagstaff Mountain for skiing and other outdoor recreation in exchange for approving high density development on a limited number of sites. This form of development is far less obtrusive than the extensive road networks

intertwined with ski trails found at The Colony or Deer Crest. To accommodate the densities entitled on the various Mountain Village lodge sites, removal of most or all trees has been necessary.

Notwithstanding the precedent of tree removal on other Empire Pass lode sites, the Applicant is endeavoring to retain significant treed areas as natural buffers between the Villas and the Lodge buildings and around the perimeter of the site.

The tree retention plan included with submittal shows Applicant's efforts to retain several major forest areas on the property:

- Villas Tree Retention - LOD will be held tight to the low side of Villas A, B & C to maximize tree retention between Marsac Avenue and the Villas. The attached exhibit also shows how the Upper Driveway and water main are shifted east towards Guardsman Pass Road for greater tree retention below the Villas.
- Between the Villa Amenity and Building B is another area of aspen forest to be retained.
- Between Building C and Lucky Jack ski trail, the Applicant has reworked the Villas ski-out to preserve a small island of healthy spruce trees as recommended by one of the Planning Commissioners.
- The 2018 B2 East Plat created a 0.94 open space parcel south of Sommet Blanc, saving many trees in an area contemplated for villa development in the 2007 Hill Glazier plan. (Should this area ever be developed as a ski trail from the top of Ruby Chair, trees would be removed to accommodate a skier bridge over Twisted Branch Road.)

Reviewing the B2 East properties in the aggregate (including Parcel A), tree retention under the Olson Kundig plan is very similar to that under the 2007 Hill Glazier Plan.

To understand the health of the trees on the property, the Applicant retained Keith Clapier of Park City Arborist to complete a tree survey. That survey found that almost 300 of the mature aspens on the property are either dead or dying and flagged them for future removal. The younger aspens and the spruce growing up through the aspens are generally healthy. Alliance has surveyed all the conifers and shown them on the tree retention exhibit.

Mid Mountain Trailhead Parking

As stated at 10/27 Planning Commission meeting, the Applicant has offered to reconstruct the parking lot as requested by the City, with the goal of improving safety for users of the Mid Mountain Trail. A composter toilet and trailhead kiosk are also proposed. The design presented was developed in conjunction with City staff. The Applicant remains committed to constructing the currently proposed improvements, or any reasonable alternative developed in conjunction with stakeholders and the City.

Alliance Engineering has prepared a grading plan and sections for the proposed trailhead improvements. These show a benched rock stack retaining wall constructed in two sections of 6' and 8' height.

Addressing concerns about winter vehicle movements and snow removal, the Applicant has tweaked the parking lot design. The parking lot perimeter is now defined by concrete roll gutters which are less frequently damaged by plow operations. The raised end caps adjacent Stalls 1 & 9 on the west side of the lot have been replaced by paint for easier snow plow and trailer movements. Similarly, the retaining wall adjacent stall 10 has been straightened along with the curb line.

The berm between the parking lot and SR224 is currently shown at 12" high and hydro-seeded with native grasses. Alliance is reviewing UDOT regulations to determine if the berm can be built a little taller.

Alliance has tested vehicle movements using UDOT templates for a car with a 20' long trailer (closest template found for modeling). Although this trailer is larger than we would expect for snowmobile operators with double sled trailers, the analysis does shows that the parking lot access/egress works for a vehicle combination of this size.

UDOT responded very favorably to the safety improvements associated with the parking lot plan presented on 10/27. The most recent tweaks have no impact on the UDOT interface. Park City Trails and Open Space has been closely involved in the development of this parking lot concept. T&OS remain highly supportive of the parking lot plan as updated.

Summary

Since first submitting plans one year ago on November 20, 2020, the Applicant has timely responded to feedback from Staff and Planning Commission. This process has resulted in significant improvements from the original application and a project that we believe will be a strong addition to Deer Valley and Park City. With the most recent submittal the Applicant has addressed the last few questions raised by Planning Commission. We look forward to the December 8th Planning Commission meeting and public hearing.

Empire Pass Pod B2E - *Sommet Blanc & Alpine Villas*
MPD Amendment and CUP Application
Supplemental - December 3rd, 2021

Rationale for Approval of Amended Volumetrics and Building Height

The proposed amendment to the MPD is an amendment to the approved volumetrics that applies to both the lodge buildings and the villa buildings. The Land Management Code grants the Planning Commission the authority to allow additional building height based upon a site-specific analysis and determination that the following findings can be made:

1) *The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone required Building Height and Density, including requirements for façade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building Volume is from the transfer of Development Credits;*

   At the Planning Commission meeting of March 27, 2002, the Commission concluded that this requirement of the LMC had been satisfied in granting additional height on the various high density village parcels as a tradeoff for additional open space within the Flagstaff Annexation Area. The current application to amend the B2 East volumetrics simply redistributes the residential square footage approved in the 2007 MPD Amendment in a manner that addresses other opportunities and constraints on the site.

   The proposed buildings provide significant variations in facades as demonstrated in the architectural renderings.

2) *Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site Specific analysis and approved by the Planning Commission;*

   The front entry of the Montage is over 500' from the property, with the nearest building corner approximately 400' away. At its closest point, Deer Valley's Empire Day Lodge is approximately 70' west of the adjacent B2 condo building. The Empire Lodge will continue to enjoy excellent solar exposure from the south with ample air circulation.

3) *There is adequate landscaping and buffering from adjacent Properties and Uses.*
4) *Increased Setbacks and separations from adjacent properties are being proposed;*

    Two of the three sides of the B2 East site are bounded by roads. The southwest boundary of B2 East follows Deer Valley's Lucky Jack ski trail. Proposed buildings are set back a minimum of 40' from this property line and 12' from the Empire Day Lodge property line. (Building A steps down to respond to the scale of the adjacent Empire Day Lodge.)

    One of the reasons for the proposed MPD amendment was to create a greater setback from the Deer Valley property line and to permit the widening of the Lucky Jack ski trail onto the B2 East property. These setbacks provide adequate buffering and opportunity for landscaping.

5) *The additional Building Height has resulted in more than the minimum open space required and has resulted in the open space being more usable and included Publicly Accessible Open Space;*

    The Flagstaff Large Scale MPD approval clustered the majority of the Project density in the Mountain Village, which resulted in open space on the order of 88% throughout the Flagstaff Annexation Area. The vast majority of this open space provides passive recreation, trails, ski terrain, wildlife habitat and viewsheds.

    On the B2 East site, in contrast with the 2007 Hill Glazier site plan, the 2021 Olson Kundig site plan results in increased tree retention. Eliminating the third floor of the villas units would result in longer buildings with larger footprints and less tree retention.

    The widening of Lucky Jack ski trail creates additional publicly accessible open space in an important location for the skiing public.

6) *The additional Building Height shall be designed in a manner that provides a transition in roof elements in compliance with Chapter 5 Architectural Guidelines or the Design Guidelines for Park City's Historic Districts if within the Historic District;*

The proposed buildings shown in the architectural renderings include significant steps and other variations in the roofline.

This is equally true for the villas buildings. Without an increase in height permitting a 3rd floor bedroom, the villas would be long wide buildings with much less roofline variation and less tree retention.

The proposed amendment to the B2 East volumetrics will result in a project that has improved relationships with the ski trail in the foreground and the hillside beyond. The adjacent and nearby Deer Valley and Montage properties are not materially impacted by the proposed building massing.

Building Massing and Roof Design

The Sommet Blanc design incorporates multiple building facade shifts. The lodge buildings step back at the penthouse level and the roofs respond to the facade shifts with variation between flat green roofs and raked sloping roofs both on axis and perpendicular to the building axis. The roof pitch of the sloped roofs has been increased to enhance the appearance of the ragged eave line as viewed from below. As viewed from Mid Mountain Trail during the summer months, the green roofs soften the roof appearance by blending into the natural landscape. The roof design with shallow sheds sloping back from outdoor amenity space provides a strong solution to the snow management challenges of six story buildings.

The design of the villas incorporates flat sections of green roof separating the building mass of the individual units to maximize view corridors through the buildings. A third story element in each unit enhances the articulation of the roof lines.

On the prominent end facades of the lodge buildings, the use of bold cantilevers creates a soft porous edge in contrast to the vertical facades of traditional architecture.

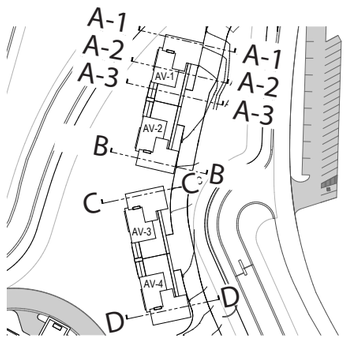
Bicycles

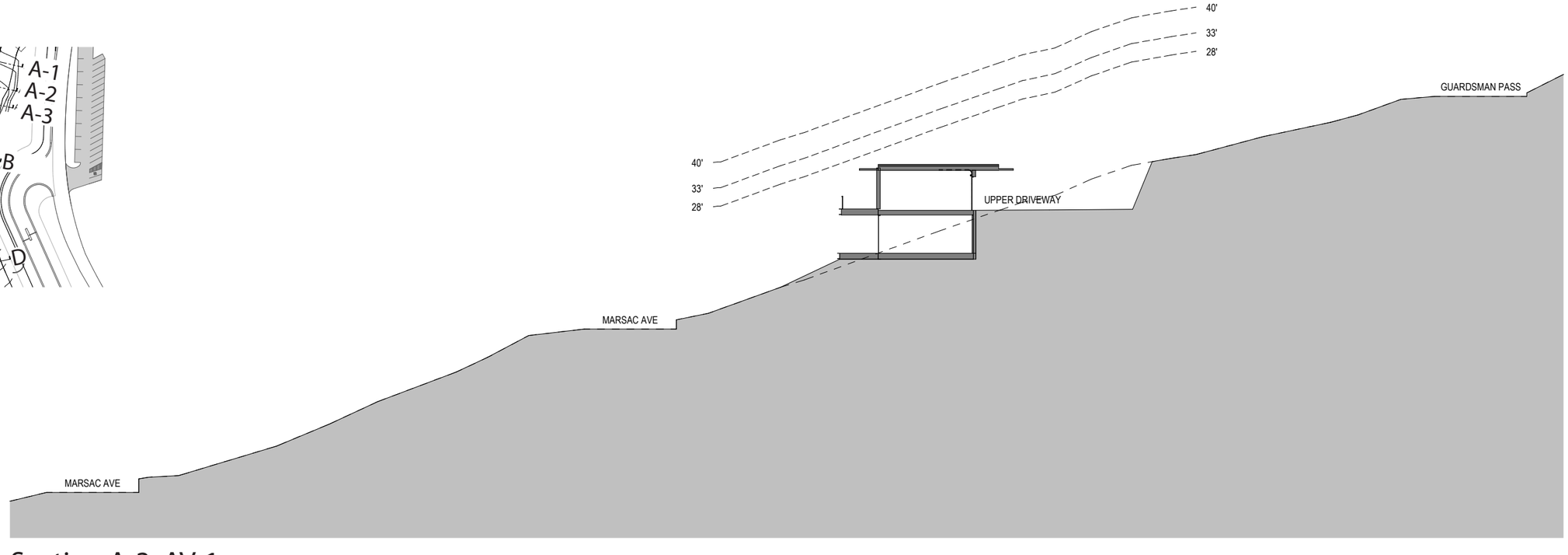
Every unit in the Sommet Blanc lodges is provided with a generous storage locker in the parking garage with ample space for bicycle storage. Plans to be submitted for building permit will clearly show bicycle racks as required by the LMC.

Twisted Branch

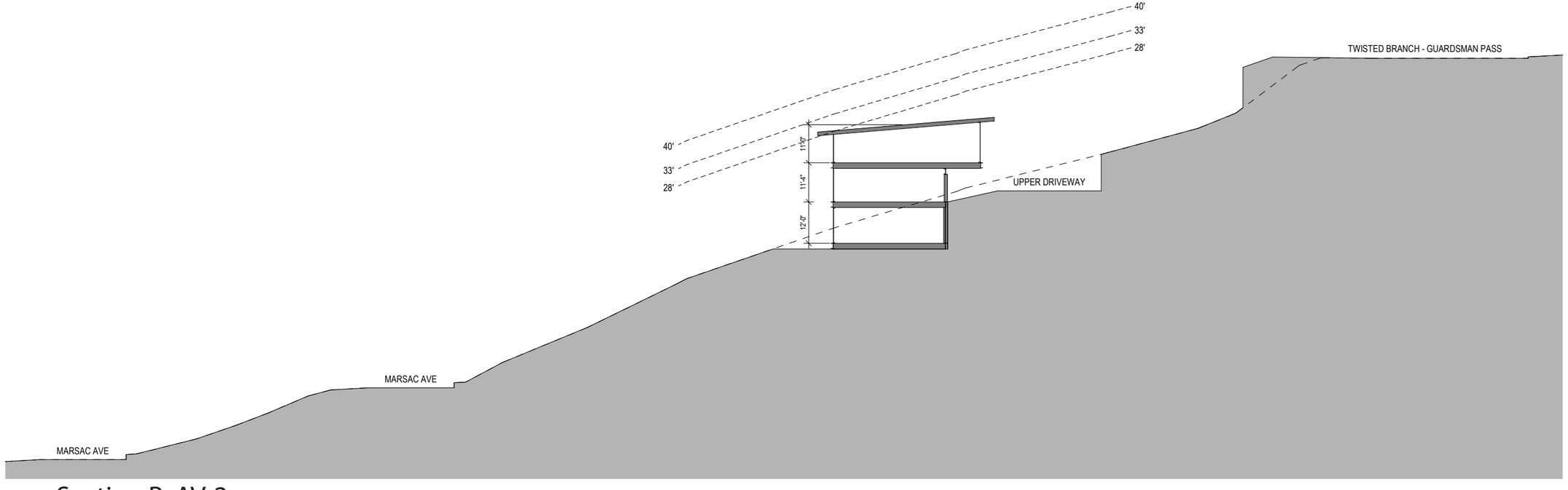
At the last Planning Commission site visit and public hearing, it was made clear that the Sommet Blanc applicant has no ability to change Twisted Branch Road access restrictions, nor is there any nexus between Twisted Branch Road access and this project. Further discussion of Twisted Branch Road in the context of this project is neither warranted nor appropriate.

SOMMET BLANC





Section A-3: AV-1



Section B: AV-2

WATER TANK

RELOCATED MID-MOUNTAIN TRAIL PARKING

RELOCATED MID-MOUNTAIN TRAIL

EXISTING JEEP TRAIL FOR HIGH PRESSURE WATER LINE

15' REAR SETBACK

12' SIDE SETBACK

PARCEL A B2 EAST SUBDIVISION

NEW 15FT WIDE SKI RUN

GUARDSMAN ROAD (SR-224) PUBLIC ROAD

TWISTED BRANCH ROAD (PRIVATE ROAD)

20' FRONT SETBACK

EXISTING PUMP STATION

PARCEL A PCA-1-92-SA

SKI AMENITY BUILDING

SKI EASEMENT

12' SIDE SETBACK

TOWNHOME A

TOWNHOME B

TOWNHOME C

TOWNHOME D

BUILDING C

77'X80' PLAZA/TURNAROUND

SAVE & PROTECT EXISTING EVERGREEN TREES OUTSIDE OF LIMITS OF DISTURBANCE (TYP.)

20' FRONT SETBACK

LIMITS OF DISTURBANCE LINE

SAVE & PROTECT EXISTING EVERGREEN TREES OUTSIDE OF LIMITS OF DISTURBANCE (TYP.)

MARSAC AVENUE (A 50' WIDE PUBLIC RIGHT-OF-WAY)

MARSAC AVENUE (A 50' WIDE PUBLIC RIGHT-OF-WAY)

BUILDING B

LOBBY BUILDING

LIMITS OF DISTURBANCE LINE

POOL PLAZA (NOT SHOWN)

LUCKY JACK SKI RUN

BUILDING A

15' REAR SETBACK

RUBY CHARLIFT

12' SIDE SETBACK

DEER VALLEY MONTAGE DRIVEWAY

EMPIRE LODGE DRIVEWAY

DEER VALLEY EMPIRE BAY LODGE

No. 4857264 MICHAEL DEMKOWICZ 11/11/2021 STATE OF UTAH

40' 0 40' 80'

(435) 649-9467

Alliance Engineering Inc

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

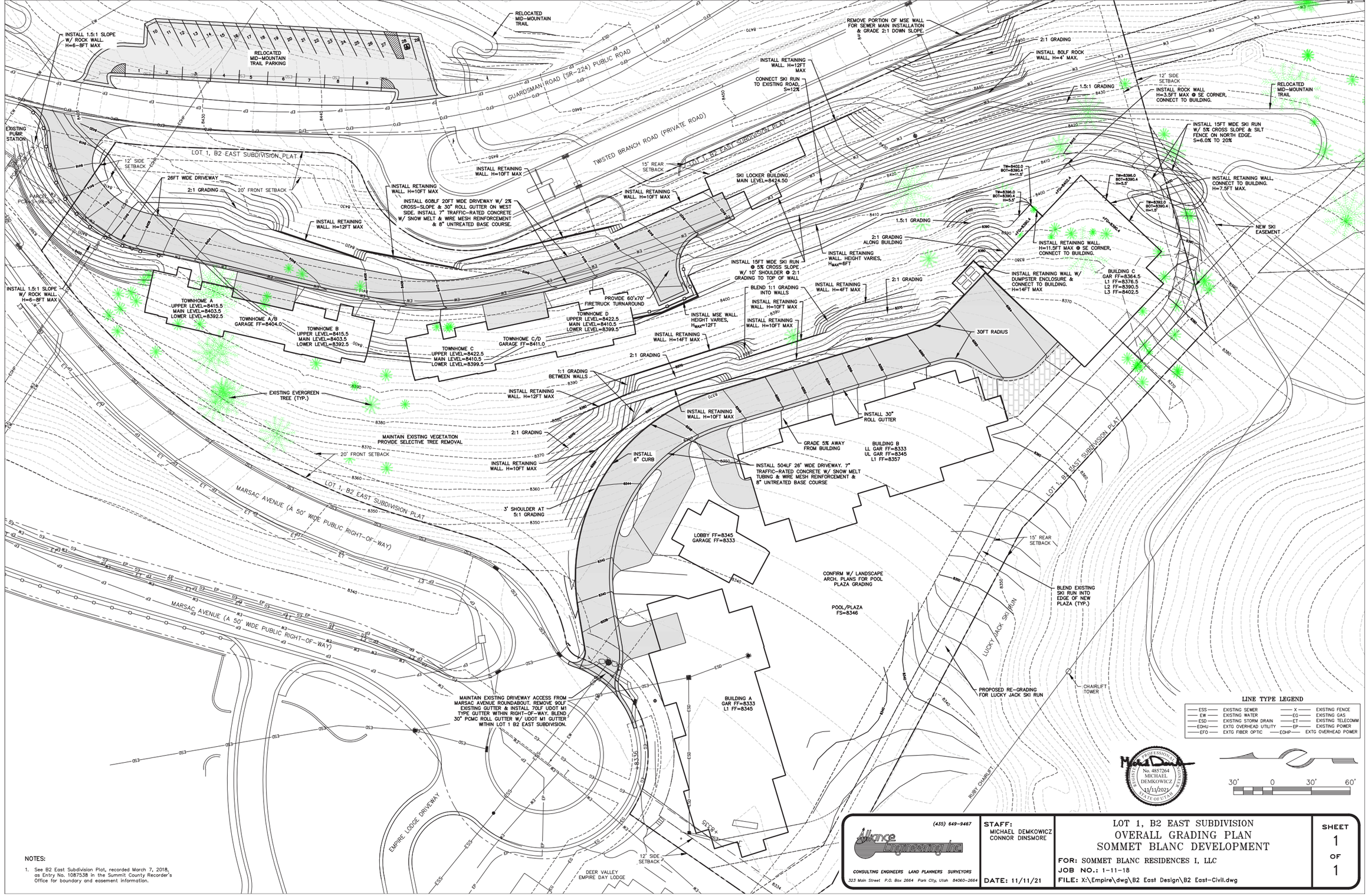
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
DUSTIN CARRISH

DATE: 11/11/21

LOT 1, B2 EAST SUBDIVISION
OVERALL SITE PLAN
SOMMET BLANC DEVELOPMENT

FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg

SHEET 1 OF 1



NOTES:

1. See B2 East Subdivision Plat, recorded March 7, 2018, as Entry No. 1087538 in the Summit County Recorder's Office for boundary and easement information.

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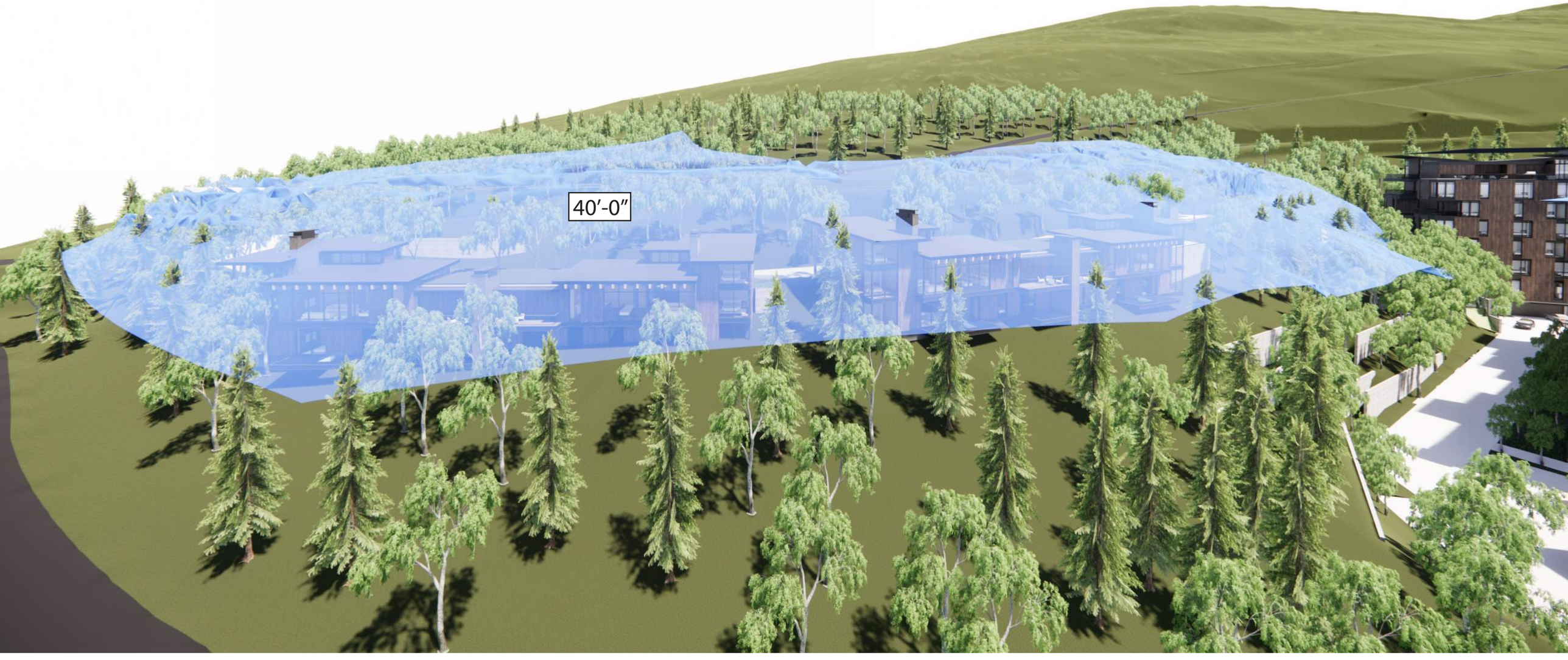
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 11/11/21

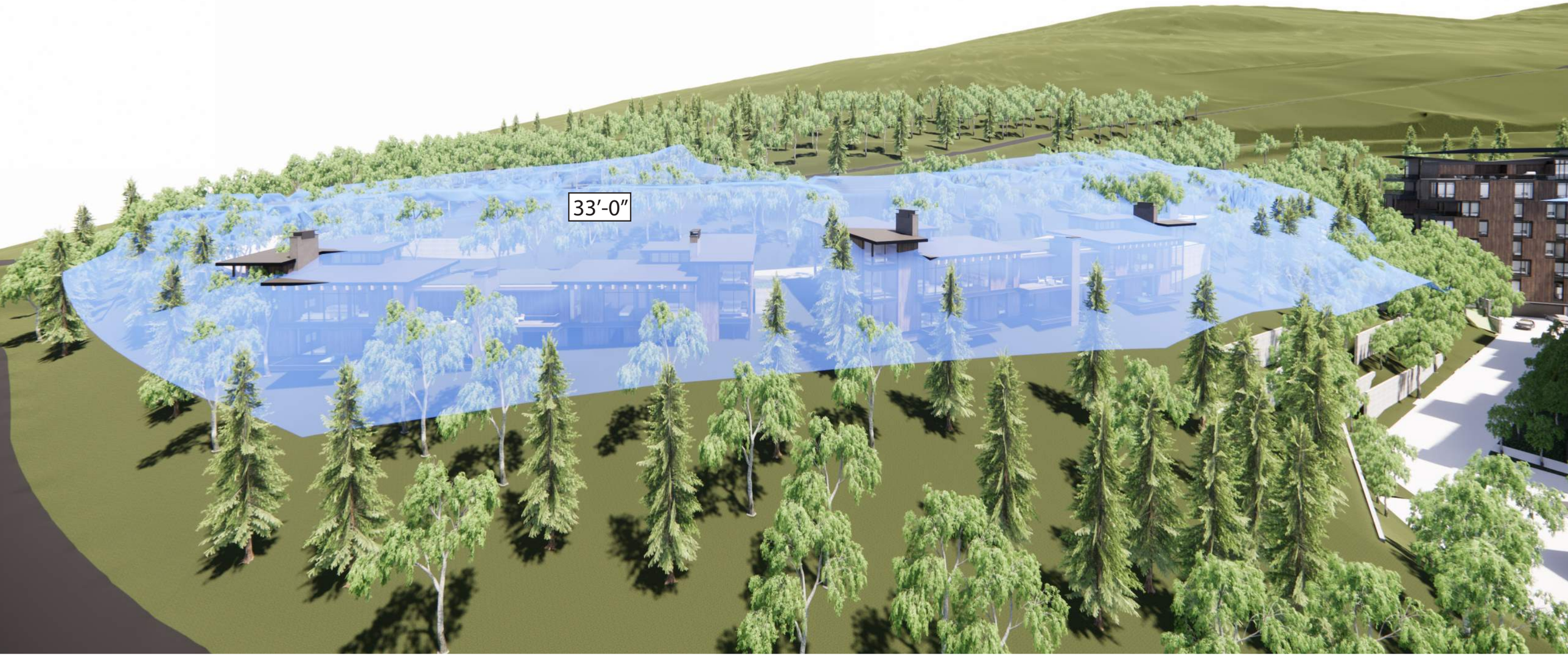
LOT 1, B2 EAST SUBDIVISION
OVERALL GRADING PLAN
SOMMET BLANC DEVELOPMENT
FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg

SHEET 1 OF 1

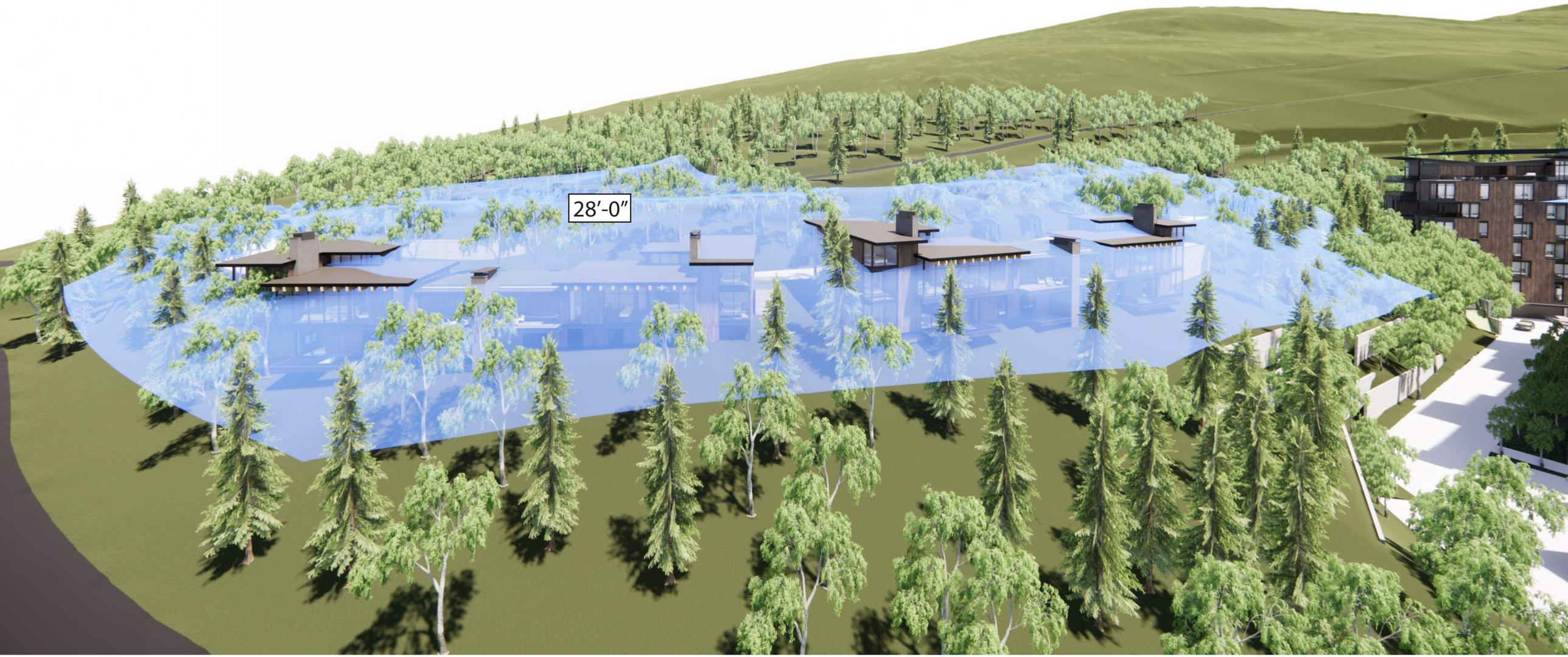
0 SF ABOVE 40’-0” FOG PLANE
0% OF TOTAL FOOTPRINT

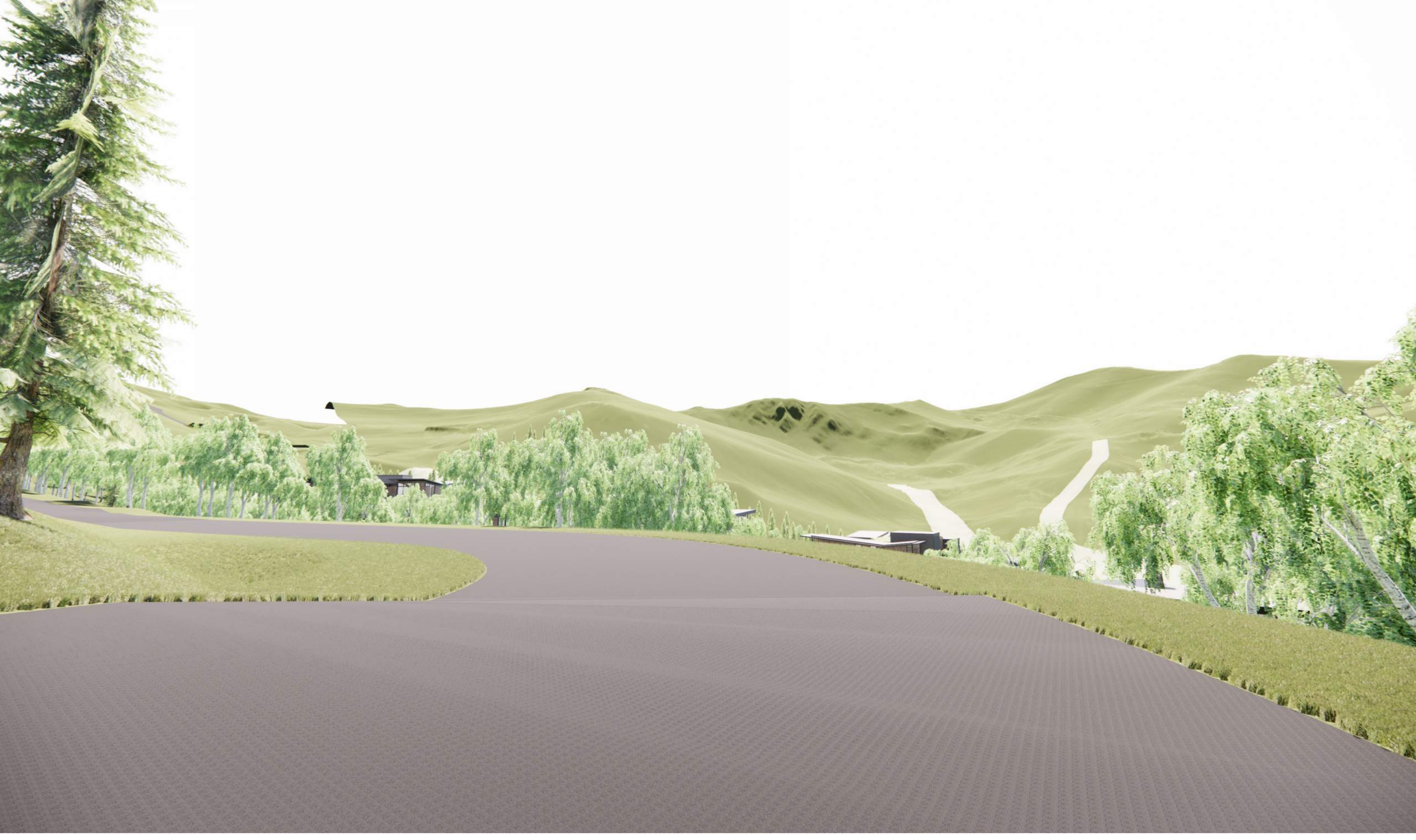


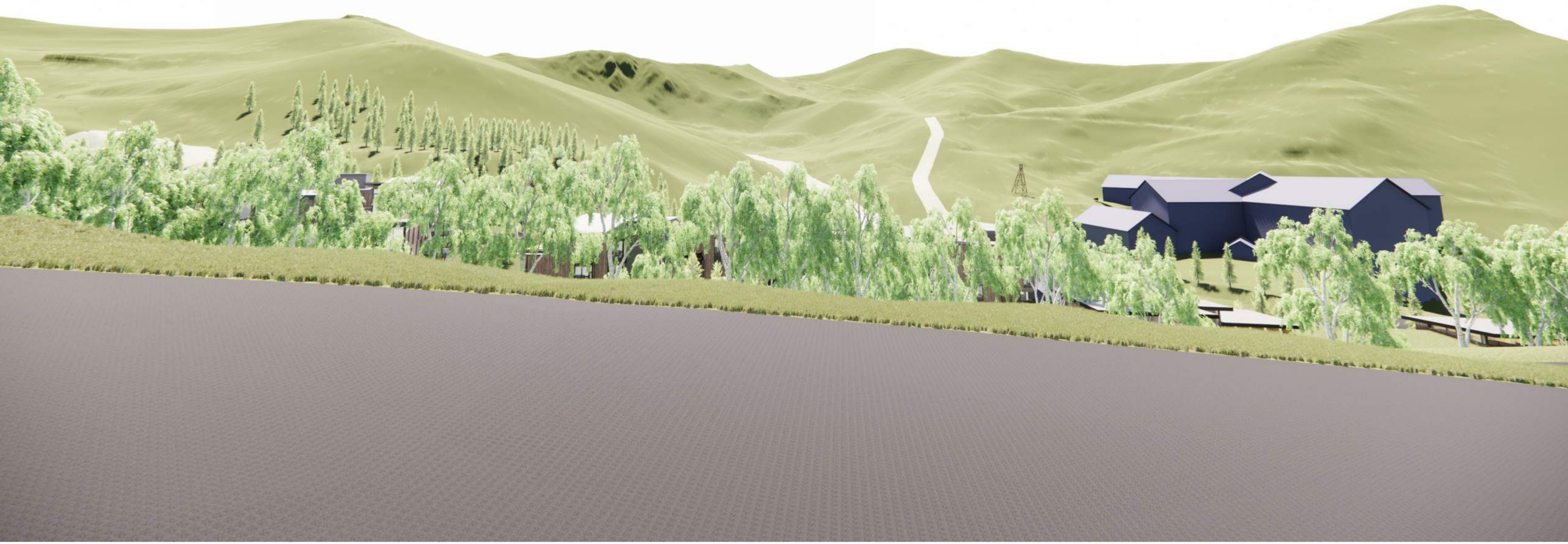
1,277 SF ABOVE 33’-0” FOG PLANE
8% OF TOTAL FOOTPRINT

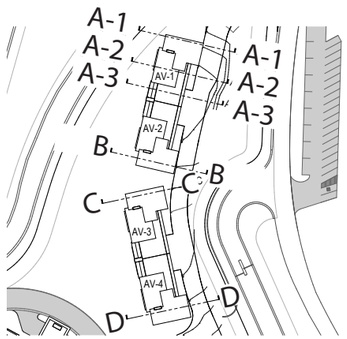


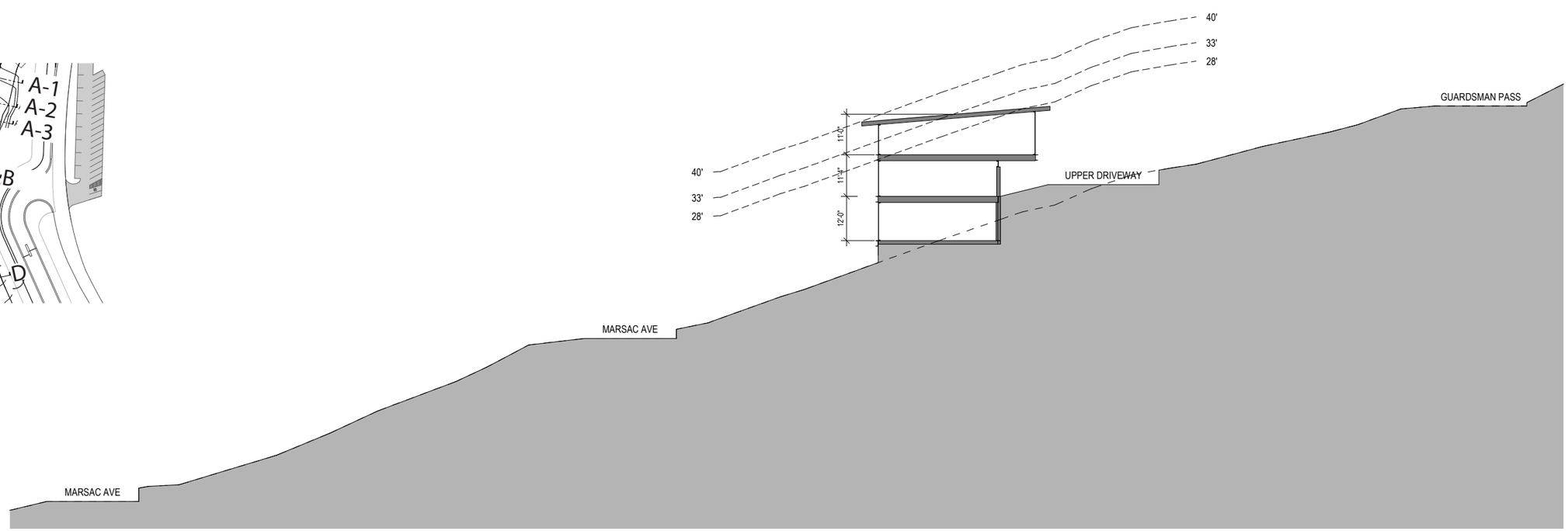
5,371 SF ABOVE 28’-0” FOG PLANE
32% OF TOTAL FOOTPRINT



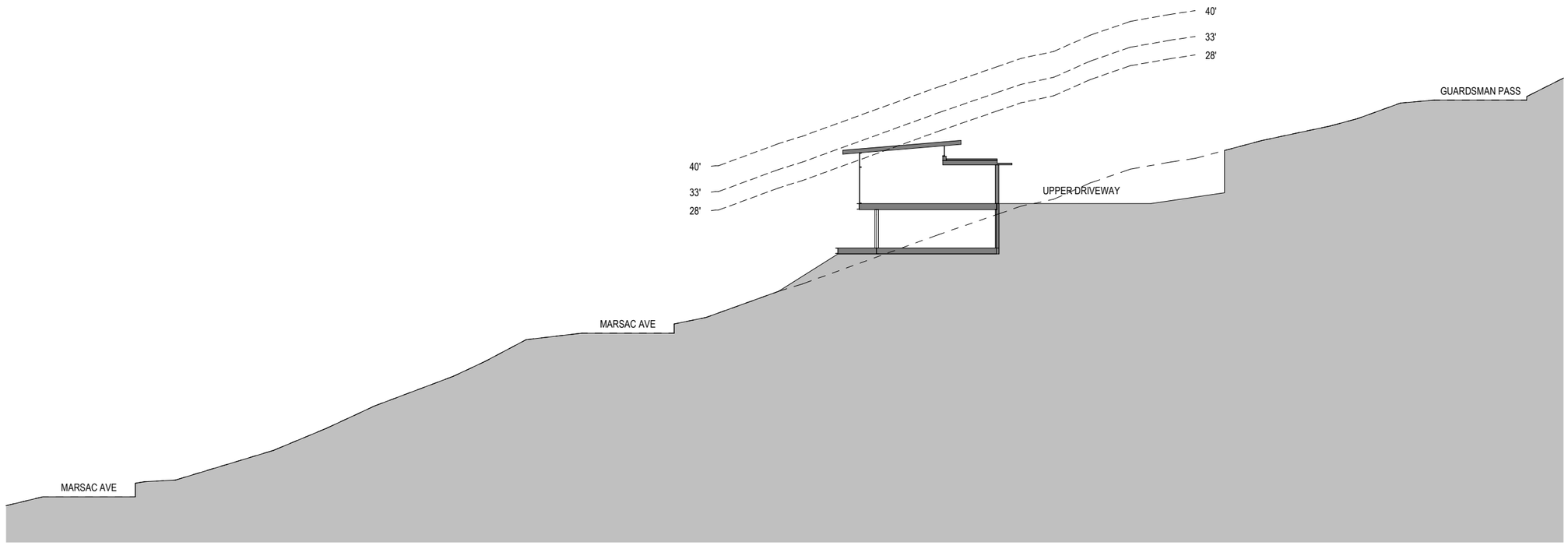




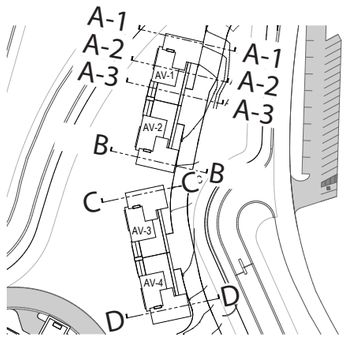


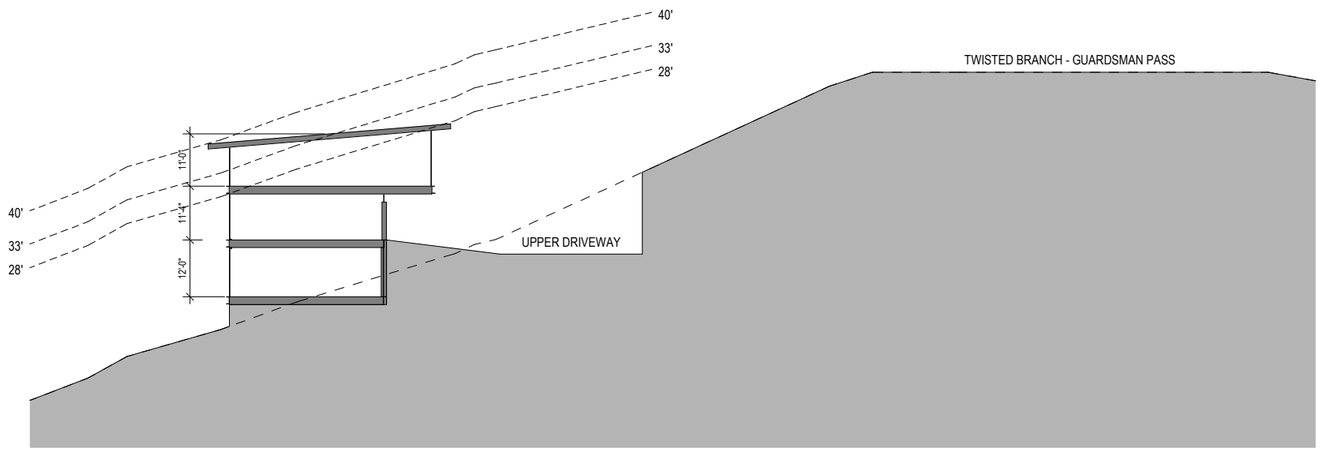


Section A-1: AV-1

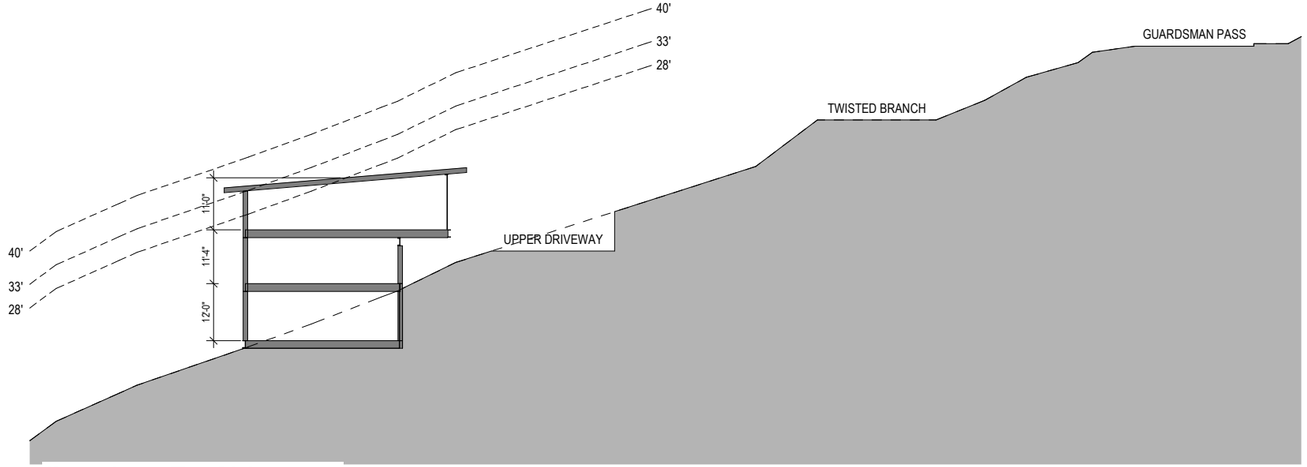


Section A-2: AV-1

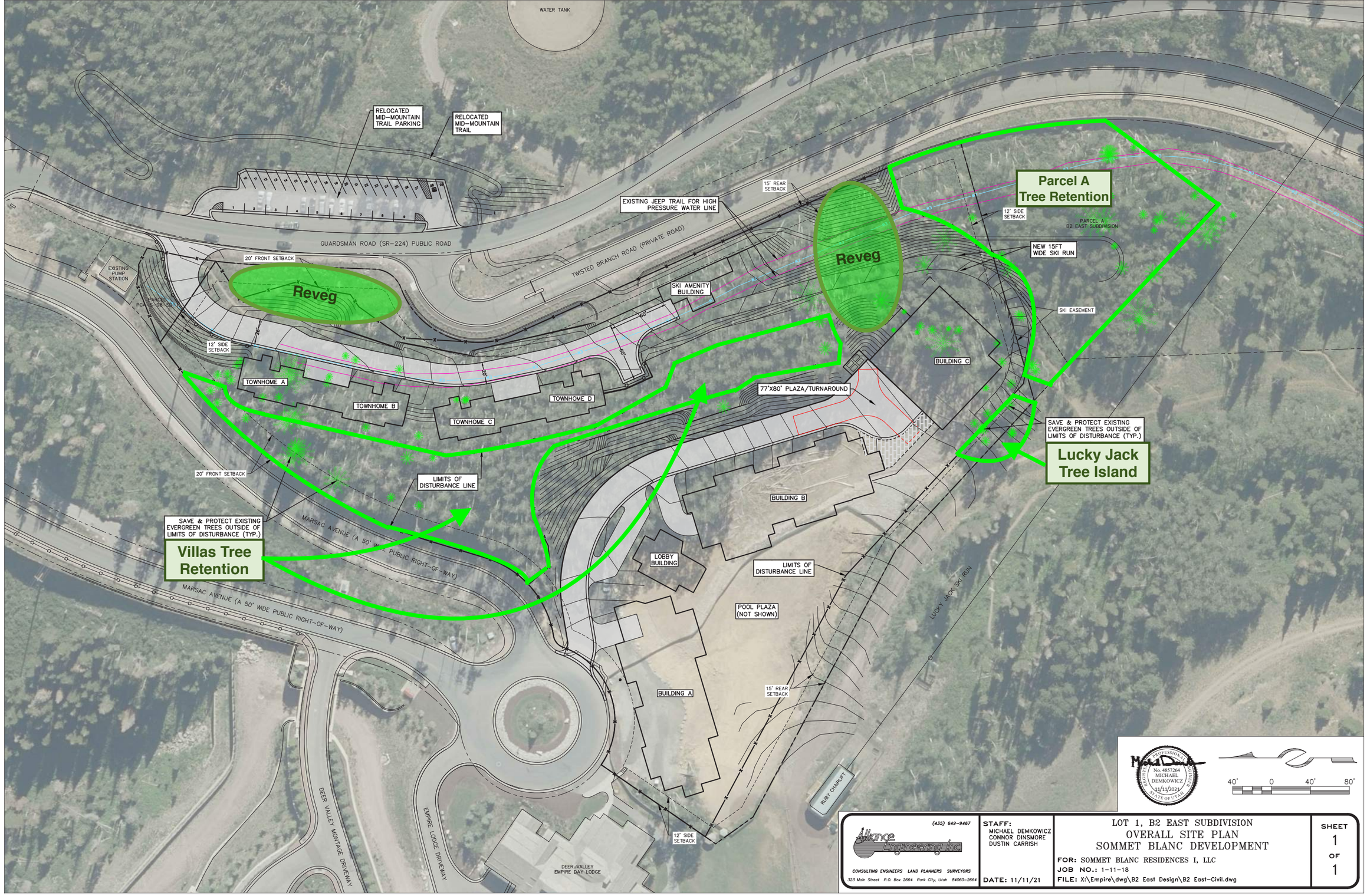


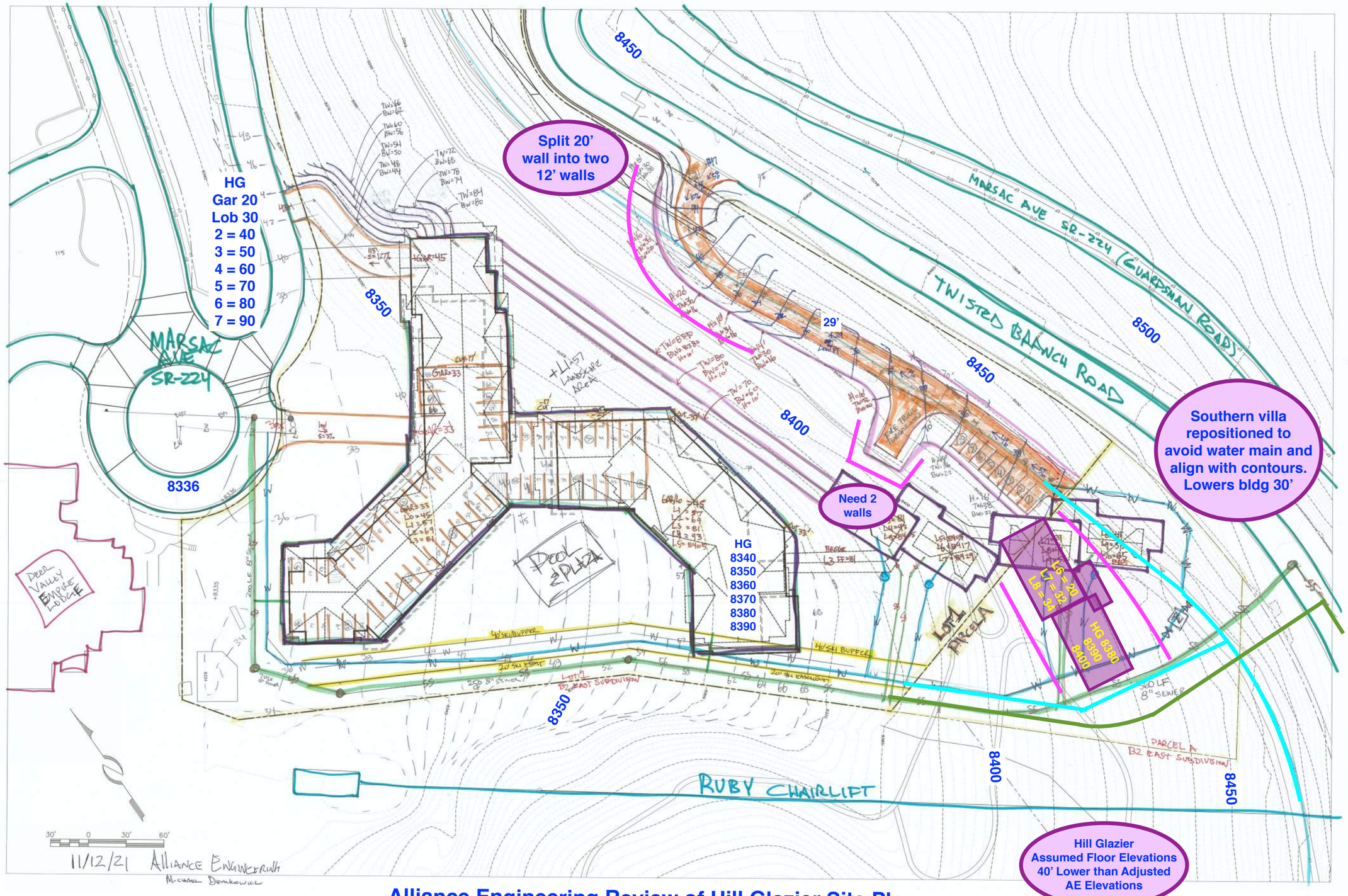


Section C: AV-3

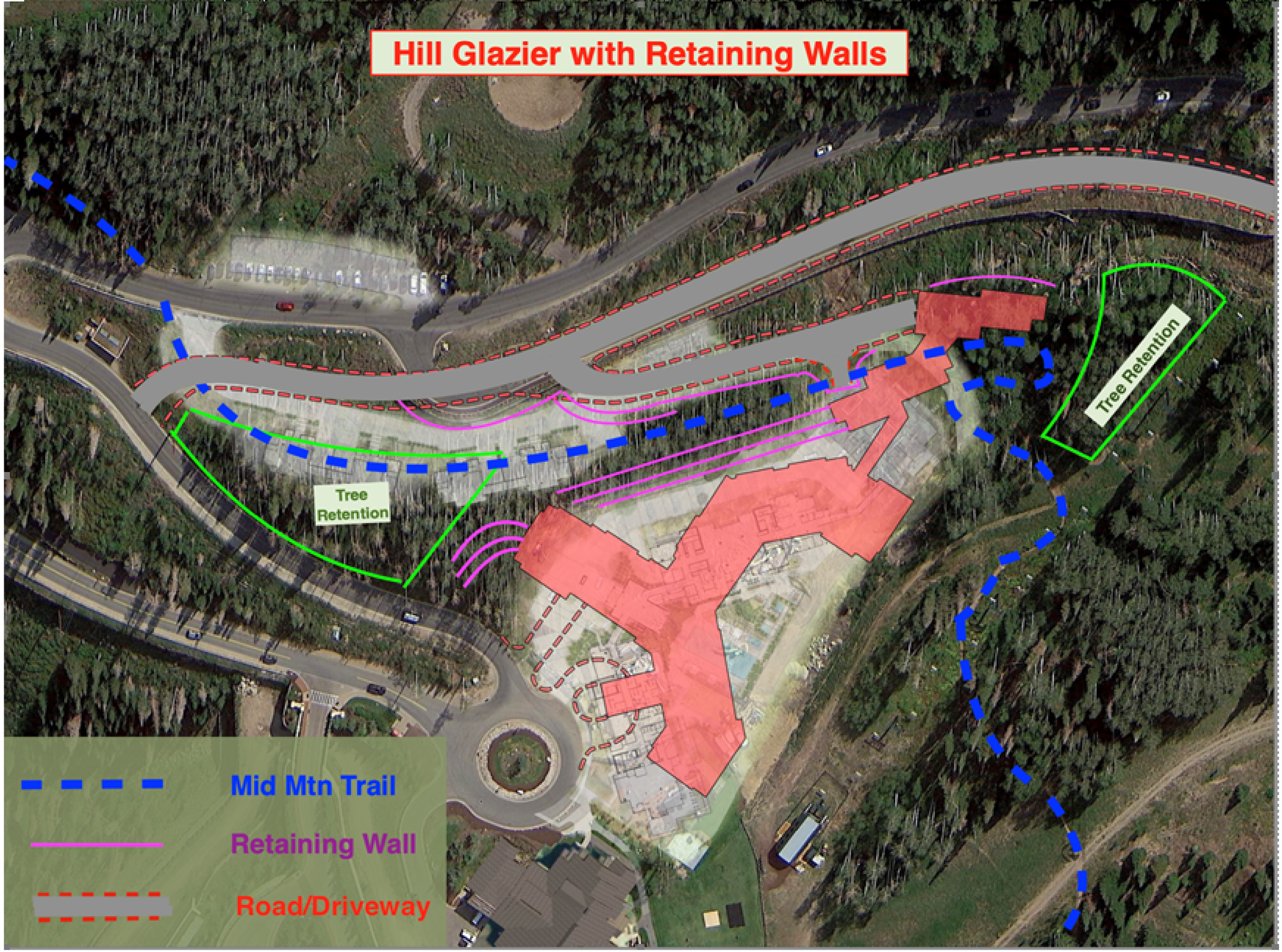


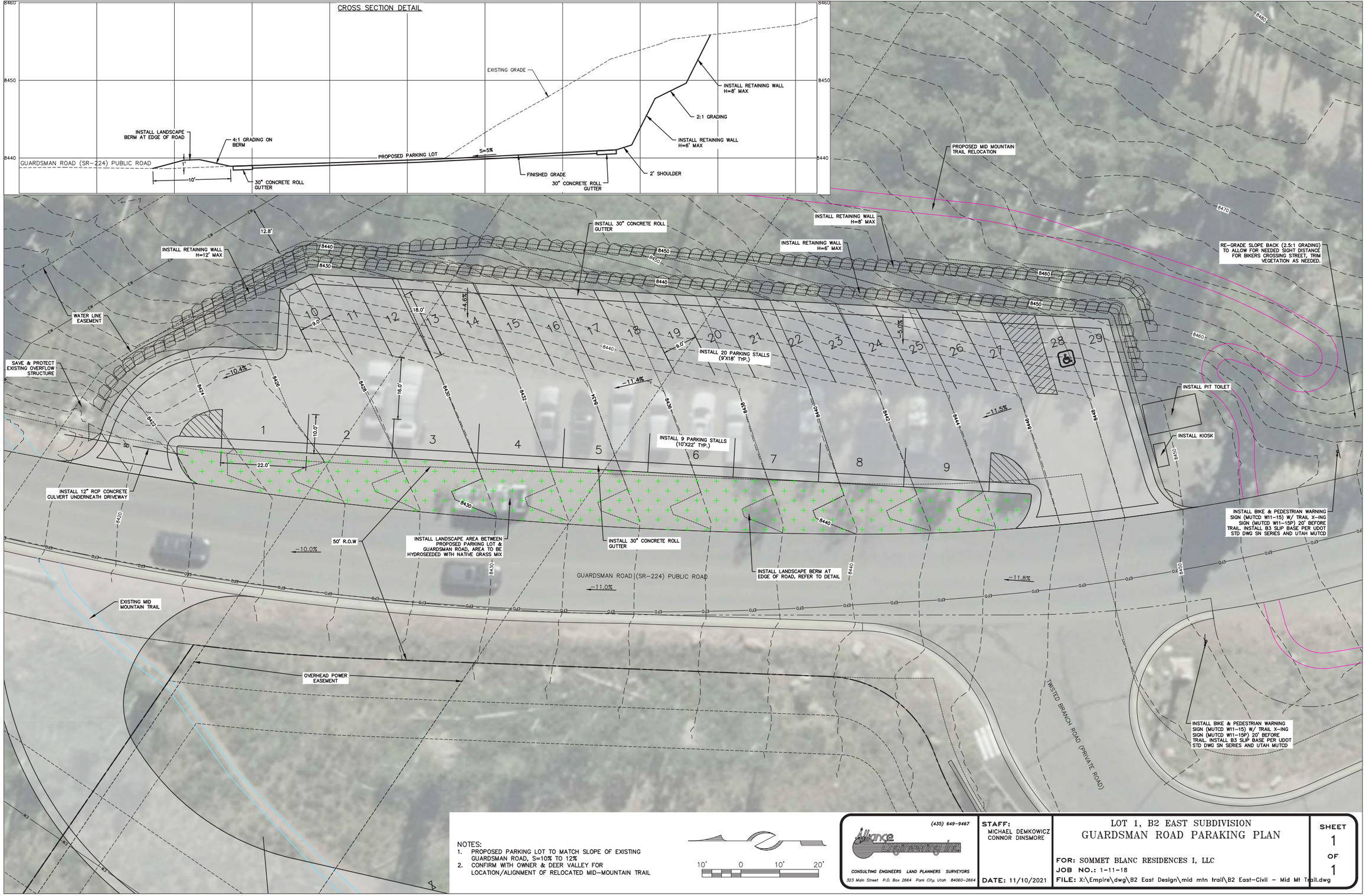
Section D: AV-4


WATER TANK
RELOCATED MID-MOUNTAIN TRAIL PARKING
RELOCATED MID-MOUNTAIN TRAIL
GUARDSMAN ROAD (SR-224) PUBLIC ROAD
TWISTED BRANCH ROAD (PRIVATE ROAD)
EXISTING JEEP TRAIL FOR HIGH PRESSURE WATER LINE
15' REAR SETBACK
Parcel A Tree Retention
12' SIDE SETBACK
PARCEL A B2 EAST SUBDIVISION
NEW 15FT WIDE SKI RUN
20' FRONT SETBACK
Reveg
EXISTING PUMP STATION
SKI AMENITY BUILDING
SKI EASEMENT
BUILDING C
TOWNHOME A
TOWNHOME B
TOWNHOME C
TOWNHOME D
77'X80' PLAZA/TURNAROUND
SAVE & PROTECT EXISTING EVERGREEN TREES OUTSIDE OF LIMITS OF DISTURBANCE (TYP.)
Lucky Jack Tree Island
LIMITS OF DISTURBANCE LINE
BUILDING B
SAVE & PROTECT EXISTING EVERGREEN TREES OUTSIDE OF LIMITS OF DISTURBANCE (TYP.)
Villas Tree Retention
MARSAC AVENUE (A 50' WIDE PUBLIC RIGHT-OF-WAY)
LOBBY BUILDING
POOL PLAZA (NOT SHOWN)
LUCKY JACK SKI RUN
BUILDING A
15' REAR SETBACK
RUBY CHARLIST
12' SIDE SETBACK
DEER VALLEY MONTAGE DRIVEWAY
EMPIRE LODGE DRIVEWAY
DEER VALLEY EMPIRE DAY LODGE
No. 4857264 MICHAEL DEMKOWICZ 11/11/2021 STATE OF UTAH
40' 0 40' 80'
(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664
STAFF: MICHAEL DEMKOWICZ CONNOR DINSMORE DUSTIN CARRISH
DATE: 11/11/21
LOT 1, B2 EAST SUBDIVISION
OVERALL SITE PLAN
SOMMET BLANC DEVELOPMENT
FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg
SHEET 1 OF 1



Alliance Engineering Review of Hill Glazier Site Plan
(Tweaked to Avoid Exist Water Main and Split 20' Retaining Walls)


Hill Glazier with Retaining Walls
Tree Retention
Tree Retention
Mid Mtn Trail
Retaining Wall
Road/Driveway



NOTES:
1. PROPOSED PARKING LOT TO MATCH SLOPE OF EXISTING GUARDSMAN ROAD, S=10% TO 12%
2. CONFIRM WITH OWNER & DEER VALLEY FOR LOCATION/ALIGNMENT OF RELOCATED MID-MOUNTAIN TRAIL

10' 0 10' 20'

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323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

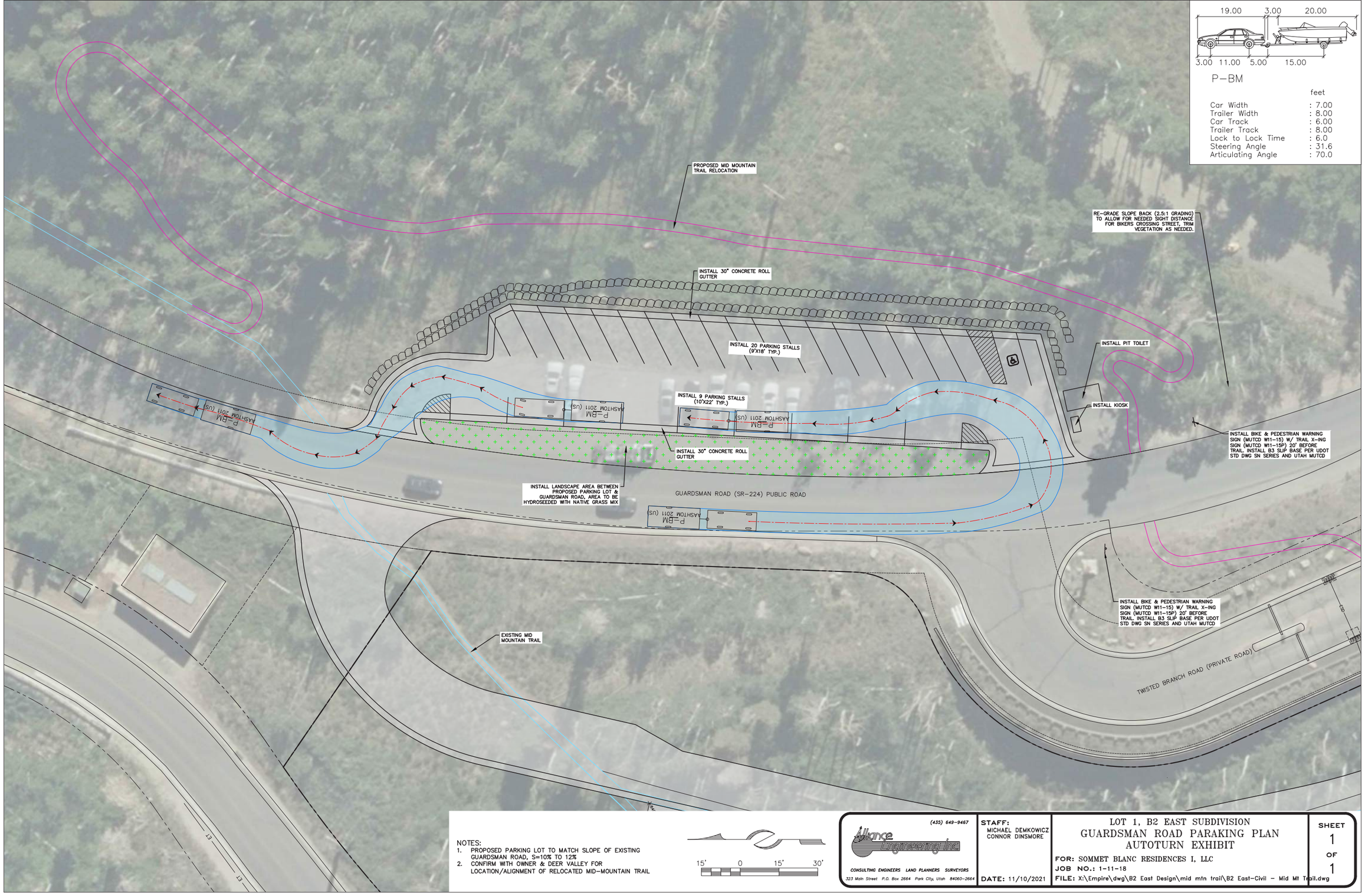
STAFF: MICHAEL DEMKOWICZ, CONNOR DINSMORE

DATE: 11/10/2021

LOT 1, B2 EAST SUBDIVISION
GUARDSMAN ROAD PARAKING PLAN

FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\mid mtn trail\B2 East-Civil - Mid Mt Trail.dwg

SHEET 1 OF 1


19.00
3.00
20.00
3.00
11.00
5.00
15.00
P-BM
feet
Car Width : 7.00
Trailer Width : 8.00
Car Track : 6.00
Trailer Track : 8.00
Lock to Lock Time : 6.0
Steering Angle : 31.6
Articulating Angle : 70.0
PROPOSED MID MOUNTAIN TRAIL RELOCATION
INSTALL 30" CONCRETE ROLL GUTTER
INSTALL 20 PARKING STALLS (9'X18' TYP.)
RE-GRADE SLOPE BACK (2.5:1 GRADING) TO ALLOW FOR NEEDED SIGHT DISTANCE FOR BIKERS CROSSING STREET, TRIM VEGETATION AS NEEDED.
INSTALL PIT TOILET
INSTALL KIOSK
INSTALL 9 PARKING STALLS (10'X22' TYP.)
INSTALL 30" CONCRETE ROLL GUTTER
INSTALL BIKE & PEDESTRIAN WARNING SIGN (MUTCD W11-15) W/ TRAIL X-ING SIGN (MUTCD W11-15P) 20' BEFORE TRAIL. INSTALL B3 SLIP BASE PER UDOT STD DWG SN SERIES AND UTAH MUTCD
INSTALL LANDSCAPE AREA BETWEEN PROPOSED PARKING LOT & GUARDSMAN ROAD, AREA TO BE HYDROSEEDED WITH NATIVE GRASS MIX
GUARDSMAN ROAD (SR-224) PUBLIC ROAD
EXISTING MID MOUNTAIN TRAIL
INSTALL BIKE & PEDESTRIAN WARNING SIGN (MUTCD W11-15) W/ TRAIL X-ING SIGN (MUTCD W11-15P) 20' BEFORE TRAIL. INSTALL B3 SLIP BASE PER UDOT STD DWG SN SERIES AND UTAH MUTCD
TWISTED BRANCH ROAD (PRIVATE ROAD)
NOTES:
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2. CONFIRM WITH OWNER & DEER VALLEY FOR LOCATION/ALIGNMENT OF RELOCATED MID-MOUNTAIN TRAIL
15' 0 15' 30'
(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
DATE: 11/10/2021
LOT 1, B2 EAST SUBDIVISION
GUARDSMAN ROAD PARAKING PLAN
AUTOTURN EXHIBIT
FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\mid mtn trail\B2 East-Civil - Mid Mt Trail.dwg
SHEET 1 OF 1

Background

Flagstaff Annexation

On June 24, 1999, Council adopted Ordinance 99-30 (Exhibit G) and Resolution 20-99 (Exhibit H) approving the annexation and Development Agreement for the Flagstaff Mountain area, of which the subject property is part of. Resolution 20-99 granted the equivalent of a" large-scale" Master Planned Development (MPD) and set forth the types and locations of land Uses; maximum Densities; timing of development; development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel. The Flagstaff Development Agreement (Agreement) was amended and recorded in March 2007 (Exhibit F- link to Amended Agreement).

The 2007 Amended Agreement specifies that a total of 87 acres, within three (3) development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 residential unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, townhouse or PUD units, provided the number of PUD units does not exceed 60.

The Mountain Village is also allowed 16 single family home sites. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A). The development pods are linked by transit, mainly on-demand shuttle vans. A fourth pod, pod D is allowed 30 single family lots (this area was platted with the Red Cloud Subdivision for 30 single family home sites). The subject property is located within Pod B2, also known as the B2 East Subdivision (Exhibit I - Pod Map and Exhibit D - B2 East Subdivision).

The Development Agreement required the original developer (United Park City Mines Company) to submit 14 specific technical reports for review and approval by the City. The 14 studies, along with the Land Management Code and the amended Development Agreement form the standards under which the subject Conditional Use Permit and subsequent MPD and Agreement Amendments, are reviewed (Exhibit J – Link to Technical Reports).

Pod B2 at Empire Pass Master Planned Development

On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VMPD) Pod A. The VMPD was the first step in the development process for Pod A. A separate MPD for Pod B1 was approved in May 2002 and amended in 2008. On March 14, 2007, the Planning Commission approved a Master Planned Development (MPD) for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD (VMPD) (See Exhibit K).

The purpose of the VMPD was to establish unit mix and density for the Mountain Village, as well as addressing overall project infrastructure throughout the Annexation Area. The VMPD established building volumetric diagrams, including specific height exceptions, density, and development location. Building

volumetric diagrams were approved with the Pod B2 MPD ("Hill Glazier Plans", Exhibit L).

The Pod B2 MPD approved 192 hotel rooms utilizing 69.6 Unit Equivalents (UEs) and 94 hotel condominiums utilizing 114 UEs, on the west side parcel (aka Montage Deer Valley). An additional 81 UEs of residential condominiums were assigned to the east side parcel, aka B2 East. The applicant requested a plat note identifying the maximum density allowed on Lot 1 as 81 UEs configured in no more than 70 residential condominium units.

The Pod B2 MPD approved Resort Support Commercial uses for 35,000 sf of Spa floor area and 28,059 sf for restaurants, bar, and retail space within the Montage Deer Valley building (Exhibit 10). The MPD approved 15,000 sf of meeting/conference space and lounge area based on the total floor area of the building, not including the parking garage. The MPD describes findings and conditions for development of Pod B2.

Concurrent with the MPD, the Planning Commission approved a Conditional Use Permit (CUP) for Phase I of the MPD for the Montage. The Montage is complete and has full occupancy permits for 174 hotel rooms and 84 condominium units were constructed with the Montage as recorded with the Hotel and Residences at Empire Canyon Resort Condominium plat, utilizing a total of 182 UEs.

Subdivisions

On March 29, 2007, the City Council approved the Parcel B-2 Empire Village Subdivision creating three lots of record for Parcel B-2 (West) (Exhibit D). The Parcel B-2 Empire Village Subdivision amended and consolidated parcel A of the previous Empire Village Subdivision for the Empire Day Lodge, created Lot B, site of the Daly West head frame and access to JSSD underground mine tunnels, and created Lot C, site of the Montage. Parcel B-2 Empire Village Subdivision plat was recorded on May 23, 2007. The Staff report for the Parcel B-2 Subdivision indicates that a future subdivision would encompass the 81 UE condominiums to the southeast of the Empire Day Lodge (B2 East Lot), which is the subject of this Staff Report.

On March 9, 2017, the City Council approved the B2 East Subdivision creating a lot of record for the 81 multi-family UEs, in not more than 70 condominium units, as identified by the Pod B-2 Master Planned Development and Subdivision. The subdivision plat entails a 7.85 acre metes and bounds parcel (Exhibit D). The subdivision consists of a 6.91 acre 'Lot 1', and a 0.94 acre 'Parcel A', for anticipated Deer Valley Resort ski related activities and infrastructure (potential ski bridge). Parcel A has no assigned density and is not developable in terms of residential units or UEs. The applicant recorded a Development Covenant which allocates 3,600 sf of Resort Support Commercial (from MPD maximum of 75,000 sf), and the 81 UEs, to be located within a maximum of 70 multi-family dwelling units (Exhibit M)

Staff notes that the working copy of the B2 East Subdivision plat contains hand-drawn parcels consisting of Parcels B2EAST-1-A, B2EAST-1-B, B2EAST-1-C,

and B2EAST-1-D, which have been assigned new Tax ID numbers and are shown on the Summit County Parcel Viewer (Exhibit P). According to the applicant, the project will be phased and for the purposes of financing, the ownership group holds title with different entities for each phase. These internal boundary lines have **not been reviewed or approved by the City**. The internal boundary lines are not recognized by the City and have no legal standing in terms of the plat, which is why they only appear on the working copy. The County Recorder's office has their own set of requirements for recordation which includes items such as owners' signatures under a notary and proper legal descriptions which is why these changes are only reflected on the Working Copy not the Original plat. Since owners can feasibly record items on a plat that have not been assessed or approved by Park City Municipal, the "original" plat is what the City recognizes as the reviewed and approved recorded plat. For the sake of this application, staff aims to clarify that the valid plat is the original B2 East Subdivision plat (Exhibit D).

Mine Soil Removal

The property is the site of the historic Mazepah mine shaft. In September 2016, the applicant began working under an Administrative Settlement and Order on Consent for Removal Action with the EPA permit to remediate and remove mine soil on the site and to close an old mine shaft on the property. The mine shaft was permanently closed in 2016 under geotechnical supervision. Significant amounts of soil downstream from the mineshaft was contaminated and had to be removed.

In August of 2018, the EPA confirmed that all work performed on site was in accordance with EPA requirements (Exhibit Q). Following cleanup of the site the grade at the center of the development site on the property was approximately 15-20' below grade of the adjacent *Lucky Jack* ski trail, according to the applicant.

As a result of environmental cleanup and importing clean fill from sites elsewhere within the Flagstaff Annexation area the grade on site is still well below the adjacent ski trail in anticipation of underground parking. (Exhibit B).

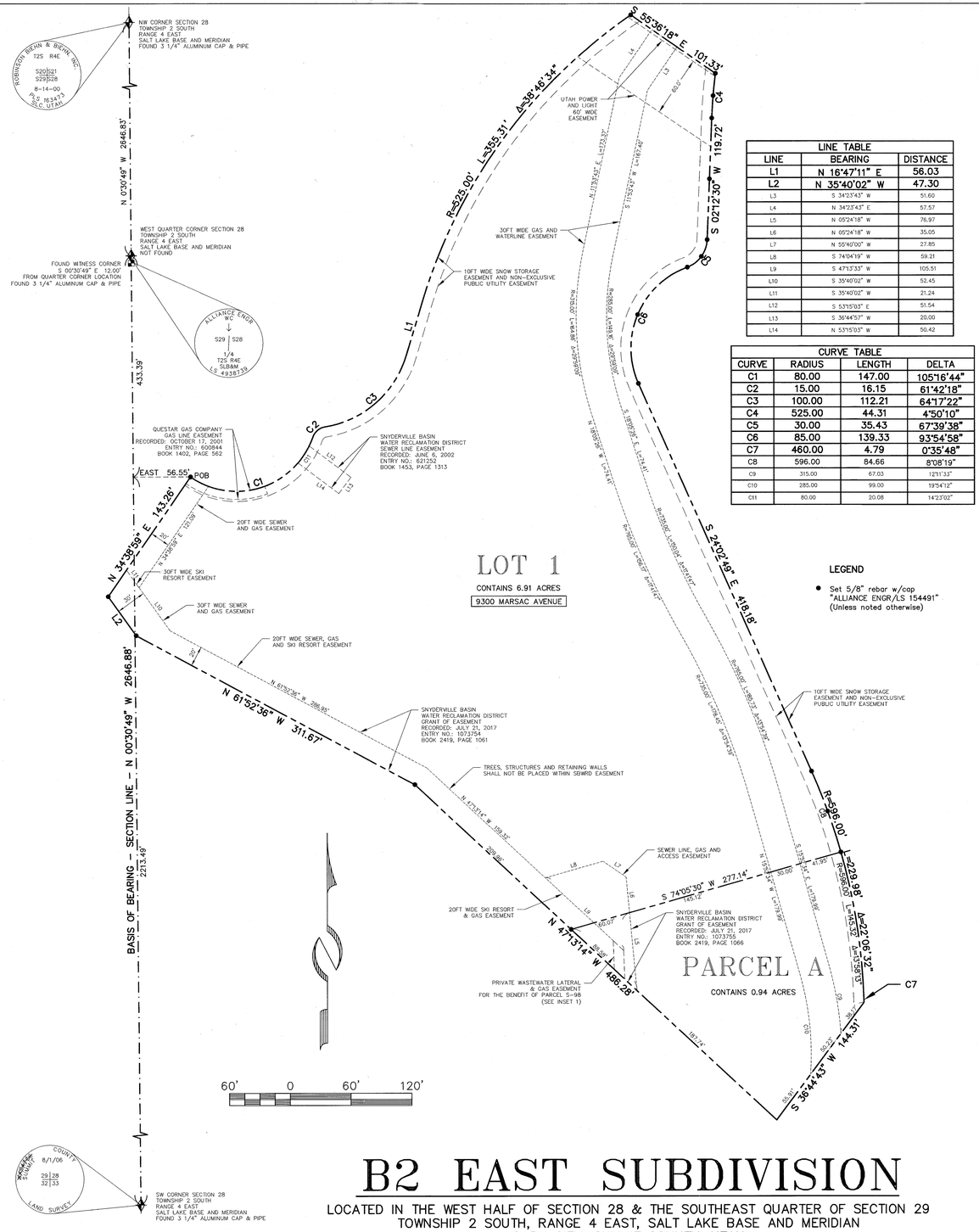
Current Approvals on the Lot

Permit Type:	**Description:**	**Approval Date:**	**Relevant Conditions of Approval:**
Administrative Conditional Use Permit **PL-19-04372**	Temporary Sales Trailer: For the sale of the units staffed by a licensed realtor.	12/6/2019	Applicant has submitted an Admin CUP Extension that is currently being processed.
Administrative Conditional Use Permit	Seven (7) Retaining walls six (6) to ten (10) feet in height to support a new sanitary sewer	11/13/2020 **Revised:** 6/18/2021	Applicant has submitted an Admin CUP Extension that

PL-20-04677	line servicing the proposed Hot Creek restaurant in addition to addressing Fire Department access requirements for future plans.		is currently being processed.
Temporary Sign Permit **PL-20-04575**	Temporary Real Estate Sign.	8/24/2020	
Grading Permit **20-749**	Install sewer line through B2-East Lot 1 to Twisted Branch Road.	7/22/2020	
Grading Permit **BD-16-13406**	Clear for geotechnical soils investigation.	8/16/16	
Flatwork **BD-16-23272**	Seal Mazepah mine shaft in accordance with AGEC 9/14/16 closure	9/14/16	
Flatwork BD-16-26240	Concrete pad to move yurt location.	10/31/18	
Grading Permit **BD-18-13505**	Place fill to replace removed contaminated soils	10/26/18	

NOTES:

1. This plat is subject to the Conditions of Approval in Ordinance 2017-07.
2. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain recorded at Summit County on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the 'Development Agreement'), and associated technical reports and agreements, continue to apply.
3. Conditions of approval of the Village at Empire Pass Master Planned Development, approved July 28, 2004, and the Pod B-2 at Empire Pass Master Planned Development, approved March 14, 2007, shall continue to apply.
4. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
5. Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit.
6. No building permits shall be issued on Lot 1 or Parcel A until the mine shaft has been fully closed and mine soil remediation under EPA supervision has been completed. Prior to issuance of any building permits, documentation certifying the work is complete shall be presented to the Chief Building Official and Planning Director. As part of any building permit submission, property owner shall submit a closure plan for the adit, approved by a geotechnical engineer, and detailing any additional work required in conjunction with building construction in the vicinity of the adit.
7. Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.
8. A conditional use permit approval is required prior to issuance of a building permit for any residential building proposed on Lot 1. A construction mitigation plan shall be submitted with the conditional use permit application and in advance of issuing building permits. Parcel A is not a development lot.
9. A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
10. Lot 1 is subject to the Declaration of Development Covenants, recorded 2/6/18 as Entry No. 1083491 in the official records of the Summit County Recorder. Lot 1 has an on-site affordable housing obligation of 4.2 Affordable Unit Equivalents as defined in the Development Agreement. All deed restricted units shall be identified on the final condominium plat prior to recordation of such plat. Phasing of affordable housing units shall be commensurate with the certificates of occupancy for the buildings.
11. Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District ("SBWRD"). A Line Extension Agreement approval letter was provided by SBWRD on January 24, 2017, in connection with that certain Line Extension Agreement for Public Wastewater System dated January 23, 2017 (the 'Line Extension Agreement"). The owner shall be responsible for extending the public wastewater system within Lot 1 according to requirements of the Line Extension Agreement. Easements associated with the Line Extension Agreement are depicted on the plat.
12. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
13. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
14. The Empire Pass Master Owners Association, Inc. (the 'Master Association"), together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass (as amended the 'Master Declaration") requires the membership of each lot or unit owner. Members are subject to the terms of the Master Association's articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
15. Requirements and obligations of the Development Agreement, as applicable to this property, shall be completed, or bonded for to completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein. This includes number of shuttles in operation, collection mechanism for real estate reinvestment fees, and all other such obligations as are outlined in the Development Agreement. Per that certain Acknowledgement and Waiver [Marsac 100] dated November 30, 2017 by Park City Municipal Corporation, a political subdivision of the State of Utah ("PCMC") and that certain Acknowledgement and Waiver [Mine Bench] dated November 30, 2017 by PCMC, obligations under the Development Agreement for off-site affordable housing and gondola payments have been deemed satisfied, terminated, and fulfilled.
16. Owners and potential buyers of any parcel, unit or land within the lot or parcel depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, snowboarders, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°47'11" E	56.03
L2	N 35°40'02" W	47.30
L3	S 34°23'43" W	51.60
L4	N 34°23'43" E	57.57
L5	N 05°24'18" W	76.97
L6	N 05°24'18" W	35.05
L7	N 55°40'00" W	27.85
L8	S 74°04'19" W	59.21
L9	S 47°13'33" W	105.51
L10	S 35°40'02" W	52.45
L11	S 35°40'02" W	21.24
L12	S 53°15'03" E	51.54
L13	S 36°44'57" W	20.00
L14	N 53°15'03" W	50.42

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	80.00	147.00	105°16'44"
C2	15.00	16.15	61°42'18"
C3	100.00	112.21	64°17'22"
C4	525.00	44.31	4°50'10"
C5	30.00	35.43	67°39'38"
C6	85.00	139.33	93°54'58"
C7	460.00	4.79	0°35'48"
C8	596.00	84.66	8°08'19"
C9	315.00	67.03	12°11'33"
C10	285.00	99.00	19°54'12"
C11	80.00	20.08	14°23'02"

B2 EAST SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PROFESSIONAL LAND SURVEYOR
No.7248891
CHARLES GALATI
2/26/18
State of Utah

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891, as prescribed by the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and parcels together with easements, hereafter to be known as B2 EAST SUBDIVISION and that the same has been, to the best of my knowledge, correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

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

Beginning at a point that is North 00°30'49" West 2213.49 feet along Section Line and East 56.55 feet from the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the southerly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the Recorder, Summit County, Utah, and on a curve to the left having a radius of 80.00 feet, of which the radius point bears North 34°38'59" East; and running thence along the southerly line of the Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 147.00 feet through a central angle of 105°16'44" to a point on a reverse curve to the right having a radius of 15.00 feet, of which the radius point bears South 70°37'45" East; thence 2) northeasterly along the arc of said curve 16.15 feet through a central angle of 61°42'18" to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears North 08°55'27" West; thence 3) northeasterly along the arc of said curve 112.21 feet (chord bears North 48°55'52" East 106.41 feet) through a central angle of 64°17'22"; thence 4) North 16°47'11" East 56.03 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12'49" East; thence 5) northeasterly along the arc of said curve 355.31 feet through a central angle of 38°46'34"; thence South 55°36'18" East 101.33 feet to a point on a curve to the left having a radius of 525.00 feet; thence southerly along the arc of said curve 44.31 feet (chord bears South 04°37'35" West 44.30 feet) through a central angle of 4°50'10"; thence South 02°12'30" West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47'30" West; thence southerly along the arc of said curve 35.43 feet through a central angle of 67°39'38" to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius point bears South 20°07'52" East; thence southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54'58"; thence South 24°02'49" East 418.18 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 65°57'11" West; thence along the arc of said curve 229.98 feet through a central angle of 22°06'32" to a point of compound curve to the right having a radius of 460.00 feet, of which the radius point bears South 88°03'42" West; thence southerly along the arc of said curve 4.79 feet through a central angle of 00°35'48"; thence South 36°44'43" West 144.31 feet; thence North 47°13'14" West 486.28 feet; thence North 61°52'36" West 311.67 feet; thence North 35°40'02" West 47.30 feet; thence North 34°38'59" East 143.26 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, a Delaware limited liability company, the undersigned owner of the herein described tract of land to be known hereafter as B2 EAST SUBDIVISION, does hereby certify that it has caused this Plat to be prepared and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements and required utilities shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 26 day of Feb., 2018.

REDUS Park City LLC,
a Delaware limited liability company

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

By: _____
David Ash, Sr. Vice President

ACKNOWLEDGMENT

State of Utah :
ss:
County of Summit :

On this 26 day of Feb., 2018, David Ash personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say the he is the Sr. Vice President of Redus Properties, Inc., a Delaware corporation, and that said document was signed by him on behalf of said corporation by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the Subdivision Plat.

_____
A Notary Public commissioned in Utah

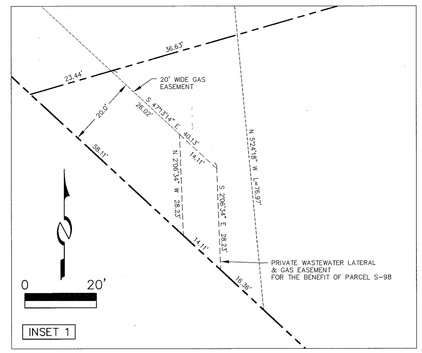
Notary Public
CRAIG R. RODMAN
Commission # 678353
My Commission Expires
August 12, 2018
State of Utah

Craig R. Rodman
Printed Name

Residing in: Park City, UT

My commission expires: 8/12/2018

Commission No. 678353



SHEET 1 OF 1

2/26/18 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-B2 East.dwg

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 26th DAY OF February, 2018
BY _____ S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 8TH DAY OF FEBRUARY, 2017
BY _____ VICE - CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 2nd DAY OF March, 2018
BY _____ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 2nd DAY OF March, 2018
BY _____ PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 9TH OF MARCH, 2017
BY _____ MAYOR

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS 9TH DAY OF MARCH, 2017
BY _____ PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF REDUS PARK CITY LLC
$32.00 FEE
Rhonda Francis Deputy RECORDER
DATE 3/7/2018 TIME 8:19AM ENTRY NO. 1081638

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

Recorded this ___ day of _____, 2007
at Book #___ Page #___

ENTRY NO. 00806100
03/02/2007 02:42:51 PM B: 1850 P: 1897
Agreement PAGE 1 / 49
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE $ 0.00 BY PARK CITY MUNICIPAL CORP

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

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

RECITALS

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

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

B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;

C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;

D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;

E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement;

F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain;

G. WHEREAS, the Parties intended to enter into the original Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain (now referred to generally as Empire Pass) into the City;

H. WHEREAS, the Parties in fact entered into the original Agreement on or about June 24, 1999; and

I. WHEREAS, the Parties desire to amend and restate the original Agreement in connection with the development of a project known as the Montage Resort & Spa which is presently planned to include 192 hotel rooms and suites, with spa, restaurant and conference facilities, and a residential component that consists of resort condominiums.

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

SECTION I. DEFINITIONS

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

1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.

1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, consituting 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"** provisionally[1] means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

1.6 **"Meeting Accessory Uses"** provisionally[2] means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

1.6.1 Administrative and Banquet Offices

1.6.2 Banquet Storage Areas

1.6.3 Banquet Prep Areas Storage Areas

1.6.4 Common A/V Storage Areas

1.6.5 Coat Check Areas

1.6.6 Public Restrooms

1.6.7 Public Telephone Areas

1.6.8 Public Hallways

1.6.9 Public Circulation Areas.

1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B_1, and B_2) and maximum densities, unit equivalencies and configuration more fully described herein.

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

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

1.8 **"Northside Neighborhood"** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.

1.9 **"Northside Neighborhood Property Owners"** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.

1.11 **"Planned Unit Development"** or **"PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.

1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.

1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.

1.14 **"Residential Accessory Uses"** provisionally[3] means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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

1.14.1 Common Ski Lockers

1.14.2 Common Lobbies

1.14.3 Registration

1.14.4 Concierge

1.14.5 Bell Stand/Luggage Storage

1.14.6 Common Maintenance Areas

1.14.7 Mechanical Rooms

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 **"Resort Accessory Uses"** provisionally[4] means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

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

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

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

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

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

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;

2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;

2.1.3. Specific Transit Plan;

2.1.4. Parking Management Plan;

2.1.5. Detailed Open Space Management Plan;

2.1.6. Historic Preservation Plan;

2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;

2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;

2.1.9. Private Road Access Limitation Procedures;

2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;

2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;

2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;

2.1.13. Wildlife Management Plan; and

2.1.14. Affordable Housing Plan, including phasing.

2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

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

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

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

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

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

2.2.1.4. **Pedestrian Village.** At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B_1, and B_2) within the Mountain Village must be linked by transit.

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

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

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

2.2.1.6. **Mine Site Reclamation**. To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim[7] all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

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

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

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

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

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

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

2.3.1 **Public Trails.** Consistent with the Trails Mater 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,

PARK CITY
1884
PLANNING DEPARTMENT

March 15, 2007

The DV Luxury Resort LLC
136 Heber Avenue, Suite 204
Park City UT 84060

Sent via email

NOTICE OF PLANNING COMMISSION ACTION

Project Name	Pod B-2, Empire Pass
Project Description	Master Planned Development
Date of Meeting	March 14, 2007

Action Taken By Planning Commission: The Planning Commission APPROVED the proposed Empire Pass B-2 Master Planned Development based on the following:

Analysis

All Master Planned Developments shall contain the following minimum requirements in accordance with Section 15-6-5 of the Land Management Code.

(A) ***DENSITY****. The type of Development, number of units and Density permitted on a given Site will be determined as a result of a Site Suitability Analysis and shall not exceed the maximum Density in the zone, except as otherwise provided in this section. The Site shall be looked at in its entirety and the Density located in the most appropriate locations.*

Complies

During the Olympic break in 2002, a subcommittee consisting of the applicant's design team, staff, and Commissioners Chris Larson, Bruce Erickson, and Michael O'Hara focused on a review of the preliminary road layout for the mountain village (Pods A, B-1, and B-2) and a building height analysis for the project build-out using the base RD-zone 33-foot height limit. These items were reviewed at a work session and a public hearing on March 27, 2002. No public comment was received. The Commission concluded that:

The base RD-zone height analysis demonstrates that the maximum project densities set forth in Ord. 99-30 could potentially be constructed within the approved

development pods without the necessity of a height increase above the 33-foot RD zone height limit; and

Building height increases for specific multi-family/resort-related buildings may be considered based on site-specific reviews and compliance with the standards set forth in the Master Planned Development section of the Land Management Code (LMC).

The additional 80 Unit Equivalents proposed for B-2 can be absorbed within the Empire Pass project in Code compliant 33-foot height buildings as shown on Exhibit A. The total number of units approved with this MPD are 192 hotel rooms using 69.6 Unit Equivalents (UEs) and 94 hotel condominiums (114 UEs) in the west side and 81 condominiums (81 UEs) on the east side.

(B) ***MAXIMUM ALLOWED BUILDING FOOTPRINT FOR MASTER PLANNED DEVELOPMENTS WITHIN THE HR-1 DISTRICT****. (Not applicable)*

(C) ***SETBACKS****. The minimum Setback around the exterior boundary of an MPD shall be twenty five feet (25') for Parcels greater than one (1) acre in size.*
Complies
The annexed area of Flagstaff Mountain was granted a large-scale MPD at the time of annexation with specific development pods. The Planning Commission and staff have consistently maintained that the setback requirement is fulfilled at the annexation boundary and does not need to be met within the defined development pods.

(D) ***OPEN SPACE****. All Master Planned Developments shall contain a minimum of sixty percent (60%) open space.*
Complies
As with the setback requirement in (C) above, the annexation area contains more than the minimum 60% requirement. The development of the Village (pods A, B-1 and B-2) is limited to 87 acres, as amended, within the original 1550 acres or 5% of the land area.

(E) ***OFF-STREET PARKING****. The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of this Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal.*
Complies

The Flagstaff Development Agreement stipulates that parking will be reduced by 25% below the Code requirements. The parking plan submitted meets this requirement and exceeds it. Based on the proposed residential unit sizes, hotel rooms and commercial spaces, the parking at B-2 West (west of the Empire Day Lodge, the site for the Montage Hotel) would require 742 spaces, reduced 25% to

561. The applicant is proposing a further reduction at B2 West to 530 stalls because valet parking will be mandatory for guests. The valet parking will be in a tandem configuration. The Planning Commission will need to make a finding that tandem parking for 192 spaces is acceptable with a valet program. Parking at B-2 East (east of the Empire Day Lodge and site of 81 condominiums and two employee housing units) would require by Code 165 spaces plus the 75 for the Empire Day Lodge. The 165 would be reduced 25% to 124 spaces. Each of the residential condominium units will be allowed to have one space assigned to the unit.

(F) ***BUILDING HEIGHT****. The height requirements of the Zoning Districts in which an MPD is located shall apply except that the Planning Commission may consider an increase in height based upon a Site specific analysis and determination. The Applicant will be required to request a Site specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings can be made. In order to grant Building height in addition to that which is allowed in the underlying zone, the Planning Commission is required to make the following findings:*

(1) The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone required Building Height and Density, including requirements for facade variation and design, but rather provides desired architectural variation;

Complies

Please refer to section (A) Density above for discussion on the density built at the 33-foot zone height. Exhibit B is the applicant's narrative on each of the criteria for additional height. Square footage is governed by the Development Agreement, as amended. Code requirements for façade and roof variation will apply. The applicant is requesting a maximum building height of 114 feet above the USGS datum at the entry to the Montage and a maximum building height of 82 feet for the east side condominiums. As each of these sites have been or will be heavily disturbed for the mine soils mitigation, no "natural grade" can be established.

(2) Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss or air circulation have been mitigated to the extent possible as defined by the Planning Commission;

Complies

The only existing structure is the Empire Day Lodge. The lodge is situated between the Montage Hotel to the west and the additional residential condominiums to the east. Neither of the proposed buildings will have an effect on the solar access to the day lodge. The major controlling factor in B2 is the ridgelines to the east, south, and west. Proposed are greater setbacks from the buildings to the day lodge than would be allowed by the LMC thereby allowing greater air flow through the project area.

(3) There is adequate landscaping and buffering from adjacent Properties and Uses. Increased Setbacks and separations from adjacent projects are being proposed;

Complies
The Montage hotel to the west of the day lodge is approximately 170 feet away; the condominium buildings to the east are approximately 70 away from the day lodge. The RD zone requirement is 12 feet for side yard setbacks. The conceptual landscape plan has significant landscaping between these buildings.

(4) The additional Building Height has resulted in more than the minimum open space required and has resulted in the open space being more usable;
Complies
The Flagstaff Annexation clustered the development of the project into several development pods, leaving 88% of the area as open space. Most of this open space is used for ski terrain, other recreation, and wildlife habitat.

(5) MPD's which include the additional height shall be designed in a manner so as to provide a transition in roof elements in compliance with Chapter 9 Architectural Guidelines or Historic District Design Guidelines if within the Historic District; and
Complies
The applicant has provided conceptual renderings and detailed volumetrics for the Montage hotel and east side condominiums. The roof elements are substantially stepped and provide architectural interest.

(6) Structures within the HR-1 District which meets the standards of development on Steep Slopes, may petition the Commission for additional height per criteria found in Section 15-2.2-6.
This section is not applicable.

If and when the Planning Commission grants additional height due to a Site specific analysis and determination, that additional height shall only apply to the specific plans being reviewed and approved at the time. Additional Building Height for a specific project will not necessarily be considered for a different, or modified, project on the same Site.

(G) ***SITE PLANNING****. An MPD shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The project should be designed to fit the Site, not the Site modified to fit the project. The following shall be addressed in the Site planning for an MPD:*

(1) Units should be clustered on the most developable and least visually sensitive portions of the Site with common open space separating the clusters. The open space corridors should be designed so that existing Significant Vegetation can be maintained on the Site.
Complies
The Montage hotel on the west side is placed within a heavily disturbed site. The east side condos are sited over the existing sales office and East-West development office. This area has significant regulated soils that are required to be removed and would necessitate the removal of the aspens in this area. There is significant space

between the Montage and the Empire Lodge and the Lodge and the condo buildings to the east. These gaps provide visual corridors to the ridgeline behind.

(2) Projects shall be designed to minimize Grading and the need for large retaining Structures.

Complies

Significant excavation will be required; however, the buildings will fill the excavated areas with underground parking and service facilities. There are several retaining structures and a bridge into the entry court to the Montage. Generally, the buildings step with the site without the need of large or numerous retaining structures. The outdoor amenities to the buildings will flow at grade into the existing landscape. The ski run around the east and north side of the Hotel will require substantial grading; however, this is already a disturbed site from previous mining and remediation activities.

(3) Roads, utility lines, and Buildings should be designed to work with the Existing Grade. Cuts and fills should be minimized.

Complies

Minimal road work is required. An access road to the Montage is proposed to intersect State Route 224 just before the traffic circle. A bridge will span the drainage gully in this area. The buildings will step with the grade requiring minimal walls and cut/fill slopes.

(4) Existing trails should be incorporated into the open space elements of the project and should be maintained in their existing location whenever possible. Trail easements for existing trails may be required. Construction of new trails will be required consistent with the Park City Trails Master Plan.

Complies

The Mid-Mountain trail loops behind (south) of the project site. Although not a specifically identified trail on the Mountain Trails Foundation 2006 Tail Map, the emergency access road up Empire Canyon from the top of Daly Avenue is used by hikers and bikers. The site plan shows a proposed ski trail to the future pod Z lift in the area as well.

(5) Adequate internal vehicular and pedestrian/bicycle circulation should be provided. Pedestrian/ bicycle circulations shall be separated from vehicular circulation and may serve to provide residents the opportunity to travel safely from an individual unit to another unit and to the boundaries of the Property or public trail system. Private internal Streets may be considered for Condominium projects if they meet the minimum emergency and safety requirements.

Complies

No new streets are being created except for the short access road into the project site.

(6) The Site plan shall include adequate Areas for snow removal and snow storage. The landscape plan shall allow for snow storage Areas. Structures shall be set back

from any hard surfaces so as to provide adequate Areas to remove and store snow. The assumption is that snow should be able to be stored on Site and not removed to an Off-Site location.

Complies

There are minimal hard surfaces as all parking is underground. The hard surfaces proposed (entry drives, porte cochere, and patios) will be heated eliminating the need for snow storage.

(7) It is important to plan for refuse storage and collection and recycling facilities. The Site plan shall include adequate Areas for dumpsters and recycling containers. These facilities shall be Screened or enclosed. Pedestrian Access shall be provided to the refuse/recycling facilities from within the MPD for the convenience of residents and guests.

Complies

All refuse storage facilities will be underground in the garages of the buildings. Hotel staff will handle refuse and recycling collection.

(8) The Site planning for an MPD should include transportation amenities including drop-off Areas for van and shuttle service, and a bus stop, if applicable.

Complies

The Flagstaff Mountain annexation included 15 Technical Reports, one of which is the Transit Plan. The Transit Plan has been amended and updated with the inclusion of the Montage. The Montage project has additional transportation elements for guests and employees as found in the November 27, 2006 Technical Memorandum submitted by Fehrs and Peers, Transportation Consultants, on behalf of the developer.. Both the east and west phases will have drop-off/pick-up areas outside of the circulation pattern for the garages.

(9) Service and delivery Access and loading/unloading Areas must be included in the Site plan. The service and delivery should be kept separate from pedestrian Areas.

Complies

Service and delivery, particularly for the Montage hotel, are located within the garage level. The garage door and loading areas can accommodate a semi-truck.

(H) ***LANDSCAPE AND STREETSCAPE****. To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. Where landscaping does occur, it should consist primarily of appropriate drought tolerant species. Lawn or turf will be limited to a maximum of fifty percent (50%) of the Area not covered by Buildings and other hard surfaces and no more than seventy-five percent (75%) of the above Area may be irrigated. Landscape and Streetscape will use native rock and boulders. Lighting must meet the requirements of LMC Chapter 15-5, Architectural Review.*

Complies

Minimal vegetation currently exists due to the mining activities associated with the site. Landscaping will be accomplished using native and other appropriate drought-

tolerant plant materials in accordance with the Flagstaff Design Guidelines. A small formal lawn area is proposed on the south side of the Montage. Irrigation will be principally by drip.

(I) ***SENSITIVE LANDS COMPLIANCE****. All MPD Applications containing any Area within the Sensitive Areas Overlay Zone will be required to conduct a Sensitive Lands Analysis and conforms to the Sensitive Lands Provisions, as described in LMC Section 15-2.21.*

Complies

The Flagstaff Annexation is not included in the Sensitive Lands Overlay. However, there is one locally rare native plant that has been identified by the Utah Native Plant Society. The applicant has been in contact with the UNPS to identify the location of the plant colony and to take steps to preserve it. The plant is not located within the development area.

(J) ***EMPLOYEE/AFFORDABLE HOUSING****. MPD Applications shall include a housing mitigation plan which must address employee Affordable Housing as required by the adopted housing resolution in effect at the time of Application.*

Complies

Additional employee/affordable housing is required with the increased 80 Unit Equivalents. The mitigation rate in the original Development Agreement would increase the housing requirement by 5.7 Affordable Employee Units (AEUs). In accordance with the Development Agreement, 25% of the required housing must be on-mountain. The Montage is programming 10 units on-site which include the 5.7 and additional AEUs for the rest of Empire Pass.

(K) ***CHILD CARE****. A Site designated and planned for a Child Care Center may be required for all new single and multi-family housing projects if the Planning Commission determines that the project will create additional demands for Child Care.*

Complies

Staff does not recommend that a Child Care Center be provided on-site. Limited permanent Child Care demands will be generated by the hotel and condominiums.

Approval: The Planning Commission based their decision on the Analysis, above, and the following:

Findings of Fact

1. The Master Planned Development (MPD) is for Pod B-2 of the Flagstaff Mountain Resort Annexation area, know known as Empire Pass.
2. The MPD is located in the RD-MPD zoning district.
3. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.

4. The City Council approved an amendment to the Development Agreement on February 1, 2007, that increased the allowable density by 80 Unit Equivalents, 192 hotel rooms (included in the 80 UEs) and the allowable units by 77.5, to be located in the B-2 MPD.
5. Concurrent with this application and approval, the Planning Commission approved the Conditional Use Permit for Phase I of this MPD on March 14, 2007. Phase I is the Montage Hotel to be located on the west side of the Empire Day Lodge (B-2 West).
6. Concurrent with this application, the Planning Commission forwards a positive recommendation to the City Council for the amended Pod B-2 Empire Village Subdivision.
7. The total number of units approved with this MPD are 192 hotel rooms using 69.6 Unit Equivalents (UEs) and 94 hotel condominiums (114 UEs) in the west side of the Empire Day Lodge (B-2 West) and 81 condominiums (81 UEs) on the east side of the Empire Day Lodge (B-2 East). In addition, there is 35,000 square feet of spa space, 28,059 square feet of bar/restaurant/retail space and approximately 15,000 square feet of meeting/conference space and lounge areas.
8. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof). A height exception to 114 feet above a benchmarked grade (USGS 8346') is requested.
9. The volumetrics as shown in the exhibits dated April 24, 2006, and reviewed by the Planning Commission provide the façade shifts and roof shifts necessary to create architectural interest and break the building into smaller components.
10. The setbacks within the RD zone are twenty feet (20') in the front (25 feet to front facing garage), fifteen feet (15') to the rear and twelve feet (12') on the side. Setbacks are the minimum distance between the closest of the following: property line, platted street, or existing curb or edge of street.
11. The elevation and climate of Flagstaff creates a harsh environment for utilities and their maintenance.
12. The Development Agreement requires the Master Developer to provide water source capacity.
13. The Flagstaff Mountain Resort Development Agreement, as amended, requires reclamation of mine hazards.
14. The **Analysis** section of this staff report is incorporated herein.

Conclusion of Law:

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code.
2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code.
3. The MPD, as conditioned, is consistent with the Park City General Plan.
4. The MPD, as conditioned, provides the highest value of open space, as determined by the Planning Commission.
5. The MPD, as conditioned, strengthens and enhances the resort character of Park City.

6. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
7. The MPD, as conditioned, is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility.
8. The MPD provides amenities to the community so that there is no net loss of community amenities.
9. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
10. The MPD, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site.
11. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections.
12. The MPD has been noticed and public hearing held in accordance with this Code.
13. The MPD, as conditioned, is consistent with the approved Flagstaff Mountain Resort Development Agreement, as amended.

Conditions of Approval:

1. The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as reviewed by the Planning Commission.
2. A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission.
3. City Engineer approval of a utility and infrastructure plan is a condition precedent to the issuance of any building permits within the B-2 Master Planned Development area. The utility plan may include temporary utilities that must be removed (not just abandoned) upon completion of permanent utilities.
4. All regulated soils will be removed from the site and transported via SR 224 and SR 248 to the engineered repository at Richardson Flats. A specific hauling plan, similar to the previous soils hauling operation, must be approved by the Chief Building Official and will incorporate safety inspections, daily reports, and coordination between the City Police and Utah Highway Patrol.
5. Prior to issuance of any building permits for that unit or building which causes overall water consumption at Empire Pass to exceed 150 gallons per minute (approximately 75 units), the Master Developer shall have provided adequate water source capacity satisfactory to the City Attorney and Public Works Director.
6. A revised Mine Soils Hazard Remediation Technical Report (Exhibit 1 of the Technical Reports) shall be submitted to the Chief Building Official. Approval of the revised plan shall have been made by the Building Official prior to any building permit being issued. Prior to vertical construction of the project, UPCM

shall provide acknowledgement from the State of compliance with State mining regulations regarding operation, reclamation, surety, and post-mining land use permit requirements.

7. A revised Emergency Response Plan (Exhibit 7 of the Technical Reports) shall be submitted to the Chief Building Official. Approval of the revised plan shall have been made by the Building Official prior to any building permit being issued. The fire protection component of the plan shall ensure that Park City's ISO rating is not negatively affected by construction of the Montage.
8. The revised Transit Plan dated November 27, 2006, as submitted by Fehr and Peers, Transportation Consultants, on behalf of the applicant will be implemented at Certificate of Occupancy for the Montage Hotel.
9. The $1.8 million bond for the Richardson Flats Park and Ride, in a form approved by the City Attorney, shall be posted prior to any building permit issuance.
10. The 30 acres at Richardson Flats for the Park and Ride and future recreation facilities will be dedicated to the City (unless the City agrees to a lease), in a form approved by the City Attorney, prior to building permit issuance.
11. The additional 20 Employee Housing Units will begin construction within 24 months from the effective date of the amended Development Agreement (March 2, 2007) or post a financial guarantee in a form acceptable to the City Attorney equal to 10 percent of the estimated construction costs of the additional Affordable Units.

Sincerely,

Brooks T. Robinson
Principal Planner

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

PARK CITY 1884

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

Ordinance No. 99-30

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, an d 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;

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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

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

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°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; fhence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; fhence 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°43'30" West 1,074.55 feet to County Line Point 2338; thence North 79°07'30" West 494.73 feet to County Line Point 80; thence North 70°28'30" West 339.90 feet to County Line Point 81; thence North 60°14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 64°07'00" West 727.60 feet to County Line Point 83; thence South 77°44'00" West 966.80 feet to County Line Point 85; thence North 77°28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South 85°36'00" West 219.10 feet to County Line Point 86; thence North 46°44'00" West 384.70 feet to County Line Point 87; thence North 34°37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

Resolution No. 20-99

A RESOLUTION AUTHORIZING THE FLAGSTAFF MOUNTAIN DEVELOPMENT AGREEMENT

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 recommendation 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 Mountain, 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, it is in the best interests of the City to authorize the Mayor to execute the Development Agreement;

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

SECTION 1. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the Development Agreement in substantially the same for attached hereto as Exhibit A which sets forth, *inter alia*, the terms and conditions of annexation of Flagstaff Mountain.

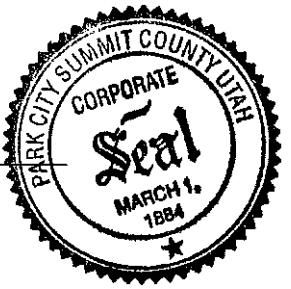
SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately.

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

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:



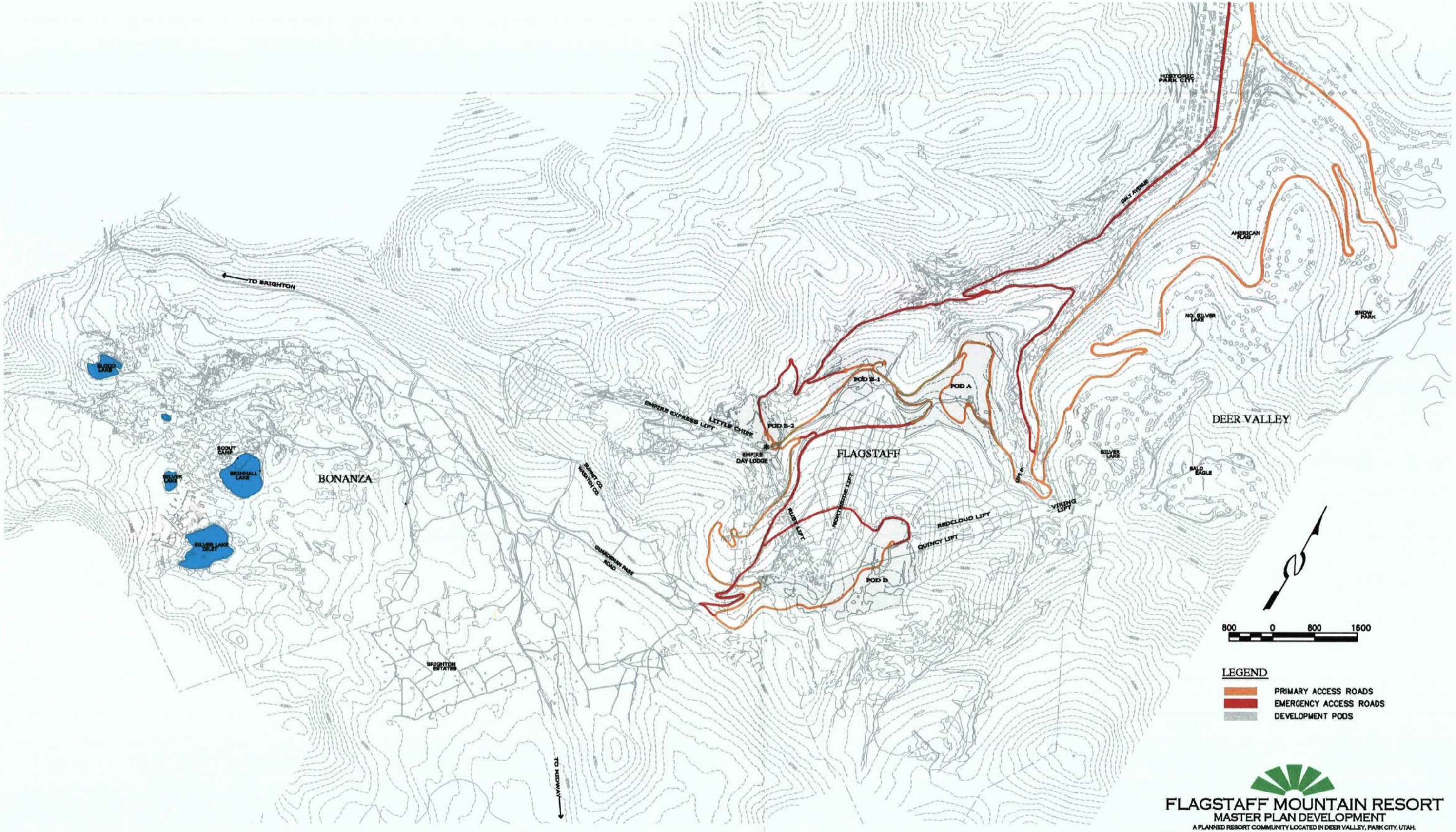
Janet M. Scott, City Recorder

Approved as to form:

Jodi Hoffman, City Attorney

EXHIBIT A

REFER TO RECORDER FILE 99-0624



EMERGENCY RESPONSE PLAN

REVISED AUGUST 30, 2004

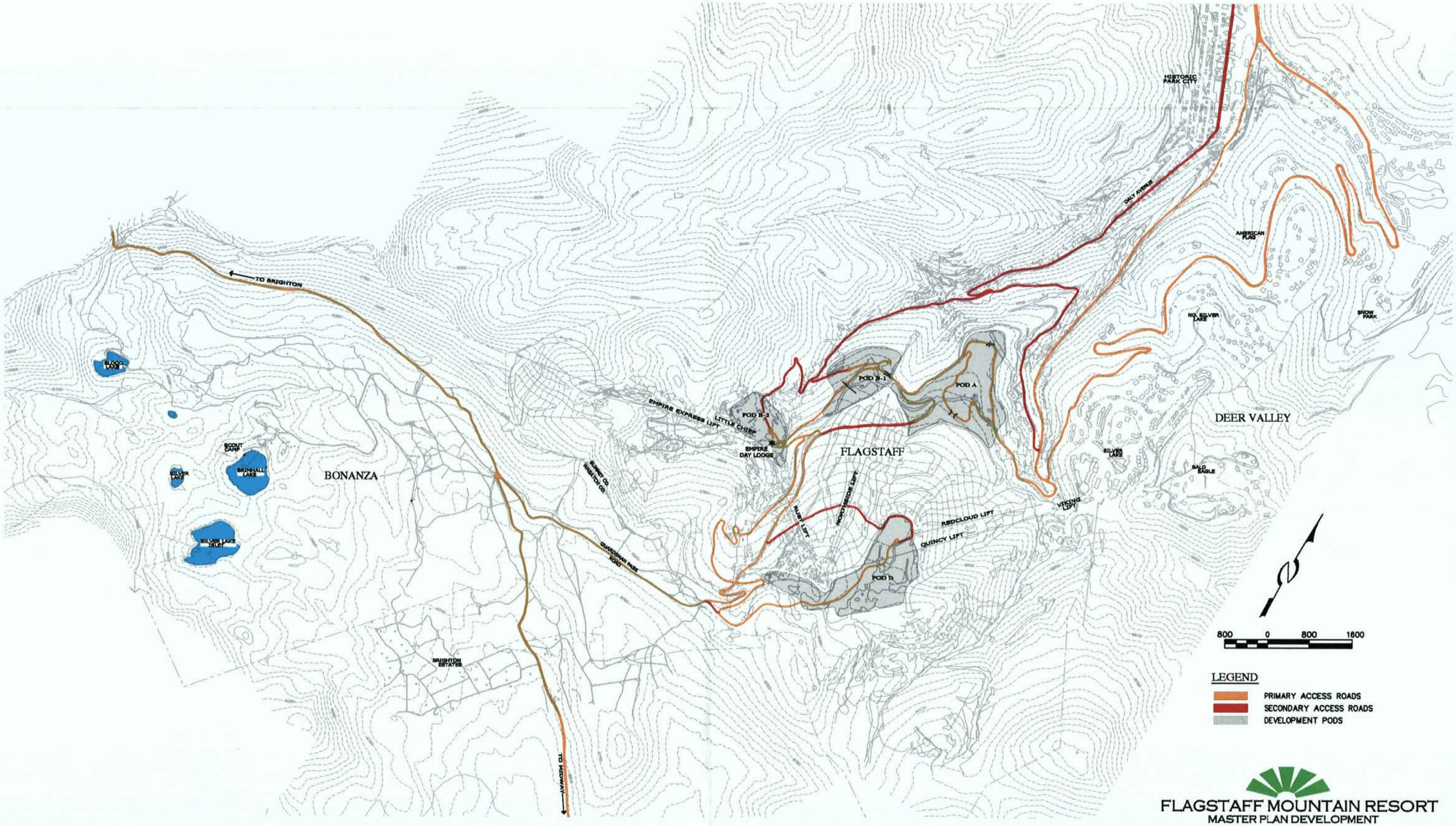
SECONDARY EMERGENCY ACCESS PLAN
EXHIBIT "J" WINTER

FLAGSTAFF MOUNTAIN RESORT
MASTER PLAN DEVELOPMENT
A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPED BY:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1450 PARK CITY, UTAH 84060
PHONE (435) 649-8011 FAX (435) 649-8035

PLANS PREPARED BY:
ALLIANCE ENGINEERING INC. ENGINEERS, SURVEYORS, & PLANNERS
DOUGLAS CLYDE, PLANNING, PERMITTING, & ENTITLEMENTS

X:\EMPIRE\DWG\UPCMC\FLAGSTAFF\OVERALL\ERPP\EXH_J2-30-04



EMERGENCY RESPONSE PLAN

REVISED AUGUST 30, 2004

SECONDARY EMERGENCY ACCESS PLAN
EXHIBIT "J" SUMMER

FLAGSTAFF MOUNTAIN RESORT
MASTER PLAN DEVELOPMENT
A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPED BY:
UNITED PARK CITY MINES COMPANY
P.O. BOX 1450 PARK CITY, UTAH 84060
PHONE (435) 649-8011 FAX (435) 649-8035

PLANS PREPARED BY:
ALLIANCE ENGINEERING INC. ENGINEERS, SURVEYORS, & PLANNERS
DOUGLAS CLYDE, PLANNING, PERMITTING, & ENTITLEMENTS

X:\EMPIRE\DWG\UPCMC\FLAGSTAFF\OVERALL\ERPP\E9H_J1-8-30-04

EMPIRE PASS

THE VILLAGE MASTER PLAN

A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPED BY:

UNITED PARK CITY MINE COMPANY
P.O. BOX 1450
PARK CITY, UTAH 84060
PHONE (435) 649 - 8011
FAX (435) 649 - 8035

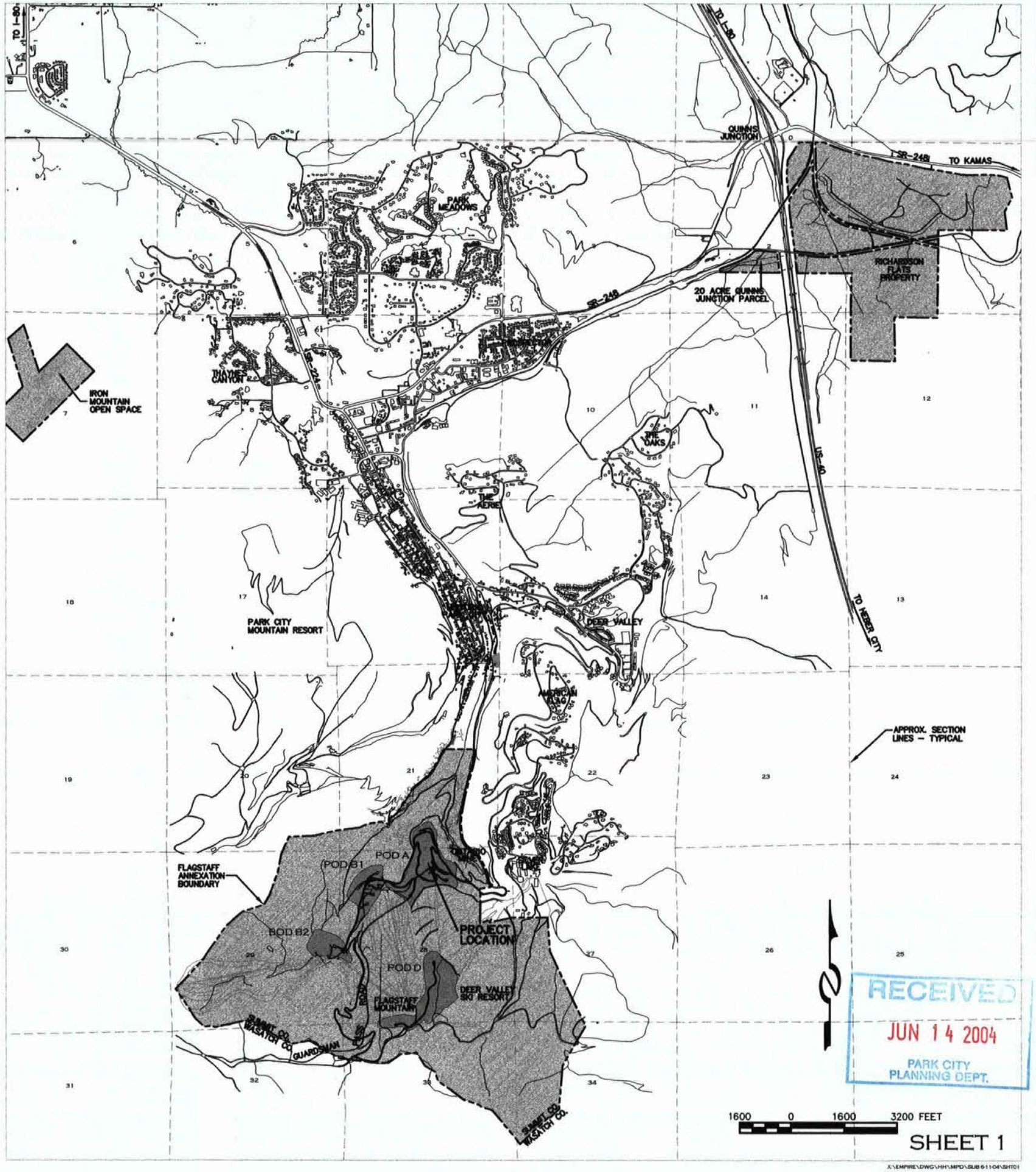
PLANS PREPARED BY:

ALLIANCE ENGINEERING INC.: ENGINEERS, SURVEYORS, & PLANNERS
DOUGLAS CLYDE: PLANNING, PERMITTING, & ENTITLEMENTS
HART HOWERTON, PLANNERS: ARCHITECTS, LANDSCAPE ARCHITECTS
SEGERBERG, MAYHEW & ASSOCIATES ARCHITECTS, P.C.
GWATHMEY PRATT SCHULTZ ARCHITECTS, P.C.
OZ ARCHITECTURE

SHEET INDEX

1. SHEET INDEX / VICINITY MAP
2. EXISTING CONDITIONS ORTHOGRAPHIC
3. SITE / GRADING PLAN
4. CONCEPT WATER PLAN
5. CONCEPT SEWER PLAN
6. CONCEPT STORM DRAIN PLAN
7. LIMITS OF DISTURBANCE PLAN
8. LIMITS OF DISTURBANCE PLAN WITH ORTHOGRAPHICS
9. PRELIMINARY PLAT
10. SETBACK EXHIBIT

June 11, 2004



RECEIVED
JUN 14 2004
PARK CITY
PLANNING DEPT.

Exhibit J – Link to Technical Reports

Volume 1 of 2

Volume 2 of 2

Open Space Management Plan

Historic Preservation Plan

Planning Commission
Staff Report

Note changes

PARK CITY 1884

Author: Brooks T. Robinson
Subject: Village at Empire Pass, Master Planned Development
Date: July 28, 2004
Type of Item: Administrative

PLANNING DEPARTMENT

Summary Recommendations:
The Planning Department recommends the Planning Commission re-open the public hearing and take public comment. Staff has prepared Findings of Fact, Conclusions of Law and Conditions of Approval.

Topic

Applicant	**United Park City Mines / Talisker Corp.**
Location	**Village at Empire Pass (formerly known as Flagstaff Mountain Resort)**
Zoning	**Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)**
Adjacent Land Uses	**Deer Valley Resort ski terrain, State Route 224**

Background
On June 24, 1999, Council adopted Ordinance 99-30 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Ordinance 99-30 granted the equivalent of a" large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

The Development Agreement specifies that only 147 acres of the 1,655 acre annexation may be developed. The remainder of the annexation area is to be retained as passive and recreational open space.

Prior to construction, the applicant must receive site-specific MPD and final plat approval from the City. The Planning Commission takes action on MPD applications and forwards a recommendation to Council on subdivision plats.

Ordinance 99-30 also required that the applicant submit 14 specific technical reports for review and approval by the City. The 14 studies, along with the Land Management Code and the Development Agreement (99-30) form the standards under which the subject MPD and preliminary/final plat will be reviewed.

During the Olympic break a subcommittee consisting of the applicant's design team, staff, and Commissioners Chris Larson, Bruce Erickson, and Michael O'Hara focused on a review of the preliminary road layout for the mountain village (Pods A, B-1, and B-2) and a building height analysis for the project build-out using the base RD-zone 33 foot height limit. These items were reviewed at a work session and a public hearing on March 27, 2002. No public comment was received. The Commission concluded that:

1. The base RD-zone height analysis demonstrates that the maximum project densities set forth in Ord. 99-30 could potentially be constructed within the approved development pods without the necessity of a height increase above the 33-foot RD zone height limit; and

2. Building height increases for specific multi-family/resort-related buildings may be considered based on site-specific reviews and compliance with the standards set forth in the Master Planned Development section of the Land Management Code (LMC).

Proposal

The applicant seeks Master Planned Development (MPD) approval for the Mountain Village (Pods A, B-1, and B-2), now called the Village at Empire Pass. Pod B-1 was previously approved in May 2002. B-2 is not far enough along in the planning process to have a clear idea of that part of the development. However, residual units and unit equivalents remain for a future B-2 MPD.

The Development Agreement constrains the mixed-use development in the Mountain Village area (Pods A, B-1, and B-2) to:

- The Mountain Village is to be contained within 84 acres.
- No more than 705 Unit Equivalents (2,000 square feet each) in no more that 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites.
- 65% of the residential units (306) must be within Pod A.
- No more than 75,000 square feet of resort support commercial.
- A maximum 35,000 square foot day skier lodge in Pod B-2 with no public road access, no day skier parking, and limited parking to meet service and administrative requirements.

On May 22, 2002, the Planning Commission approved an MPD and final plats for portions of the Mountain Village including:

Lot	Unit Equivalents	Actual Units	Acres
Ten single family homes	Does not count towards 705 total		6.40 acres in Pod B-1

A: Empire Day Lodge	None currently. Commercial activities outside of Day Skier use may require use of Commercial UEs.		1.33 acres in Pod B-2
B: PUD-style homes	27 UEs_	18	16.99 acres in Pod B-1
C: Ironwood Townhomes	37.5 UEs	25	3.63 acres in Pod B-1
D: Building H	33 UEs plus 1UE Support Commercial	22	1.34 acres in Pod A
Larkspur Townhomes (currently approved is a tri-plex and a duplex)	7.1 UEs or 14,052 sf	5	Pod A
Paintbrush PUD-style SFD	18.1 UEs or 36,139 sf	7	Pod A
TOTAL: 77 units (10 SFD homes do not count towards total)	**123.7**	**77** -	**28.35 acres outside of Pod A**

Proposed Pod A Village (excludes Building H which is in Pod A; includes already approved Paintbrush and Larkspur units)

Lot	Unit Equivalents	Actual Units	Units as PUDs	Single Family
Buildings 1-9	225.6 UEs	217 Units		
PUD-style	85.4	30	30	
Townhomes	64	51	8	
Banner SFD				6
Total	**375**	**298**	**38**	**6**

Analysis

Master Planned Development Review

Staff has performed a final review of the proposed Master Planned Development per the Land Management Code Section 15-6-5: Master Planned Developments–MPD Requirements.

Length of Approval
Construction of the approved MPD will be required to commence within two (2) years of the approval date. After construction commences, the MPD remains valid as long as it is consistent with the approved MPD and any phasing plan.

MPD Modifications
Substantive changes to the MPD require a subsequent Planning Commission review and approval of the MPD and Development Agreement.

Site Specific Approvals
Conditional use permit approval including a specific density (square foot) allocation will be required prior to the construction of the PUD-style single-family units and the multi-family units. No conditional use permit is required for the proposed 6 single-family lots. Approval and recordation of the subdivision plat, as well as City Engineer approval of all public improvements is necessary prior to construction of the proposed subdivision.

Density
With the current approvals noted above, Pod A and the development parcel of Pod B-2 outside of the Empire Day Lodge is limited to 55.65 acres, 393 residential units and 563.3 Unit Equivalents. Pod A has 34 units (9 PUDs, 3 townhomes, and 22 condo-lodge units in Building H) already approved of the 306 residential units that are required to be in Pod A. Proposed for Pod A is 321.5 Units, which includes the 34 units, leaving up to 105.5 units unallotted. In addition, the remaining 6 single-family lots of the 16 allowed in the Village are proposed in Pod A.

Marsac Claim/Mayflower
Please refer to the July 14, 2004 report for discussion on the Marsac Claim and Mayflower holdings. The Court issued a ruling in the partition case between Mayflower and Unite Park. Staff will update the Commission as necessary, but it does not impact this application or approval.

Pod B-1
The density table allocates 90,000 square feet or 45 Unit Equivalents to Lot C. The previous MPD approval for these 18 PUD-style homes allocated 27 UEs to this lot, with each unit being up to 5,000 square feet. The footprints and sections that were reviewed by the Planning Commission were concepts of 5,000 square foot units. An amendment to the MPD will be required to adjust this number, however the density table recognizes that up to 90,000 square feet may be assigned to Lot C.

Pod B-2
The developer is unsure what this last development piece may look like. Several alternatives were presented in the Planning Commission binder. An MPD will be required when a UPK has a better idea of how this pod will develop. This MPD approval only applies to Pod A.

Setbacks
The LMC requires a minimum 25-foot setback around the exterior boundary of a master planned development. The proposed Village MPD complies with this standard. Within the Village, the Planning Commission may reduce the RD zone setbacks. Exhibit 10 (Setback Exhibit) shows potential areas for setback reductions based on the conceptual site plans. Specific setbacks will be considered during the Conditional Use Permit process.

Open Space
The Development Agreement limits the overall development to 147 acres out of the 1,655-acre project area. The 88% open space provision exceeds the normal 60% open space requirement set forth in the LMC. Within each of the pods, Conservation Easements will be placed on several lots to restrict development on platted lots. Staff finds that this restriction is consistent with the development acreage restriction and will not count the Conservation Easement areas as part of the development acreage.

Off-Street Parking
The Parking and Transit Management Plans (adopted by the Planning Commission on October 24, 2001) establish specific parking requirements for the project area that include a 25% parking reduction from the normal LMC requirements for multi-family and commercial units. Parking for all single-family and PUD-style single-family units will meet or exceed the two-space/unit requirement. Specific parking requirements for the multi-family units and any commercial area will be subject to more specific analysis during the subsequent conditional use permit review process.

Building Height
The single-family (both PUD and non-PUD) and townhouse units will be constructed pursuant to the 33' RD-zone height limitation. Height exceptions are being requested for the nine stacked-flat condo-lodges including the Empire (Alpine) Club. The applicant's request and discussion of the four required findings for additional height are discussed in the Volumetrics Analysis section of the application binder. The Planning Commission gave a final review of the Visual Analysis and building heights at the July 14, 2004 hearing and preliminarily determined the proposed heights comply with these criteria.

The LMC grants the Planning Commission the authority to allow additional building height based upon site-specific analysis provided the Commission can make the following four findings. The findings are listed below with Staff comments.

1. The increase in building height does not result in an increase in square footage or building volume over what could be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation.

Complies. In January 2002, a Planning Commission subcommittee and staff met with the applicant over the course of several meetings to review a base zone height analysis of the Flagstaff Mountain Resort (now Empire Pass) project. The

analysis was conducted to determine whether or not the density authorized in Development Agreement and Large-Scale MPD could be designed to meet the RD District 33-foot building height limits. Based on this analysis, it was determined that the Mountain Village area (Pods A, B-1, and B-2) could be designed utilizing 2-3 story, relatively-flat roof structures (4:12 roofs) and meet all necessary LMC height, setback, and facade shift requirements without the necessity of height exceptions. The result of such a design approach to the Mountain Village would be significantly greater site disturbance and loss of significant areas of vegetation. At the March 27, 2002 meeting, the Planning Commission reviewed the analysis and concluded that additional building height could be considered for multi-unit dwellings provided that proposal was consistent with the LMC.

Consistent with the base zone height analysis previously reviewed by Staff and the Planning Commission, the proposed buildings 1-9 volumetrics result in a unit count and overall square footage consistent with the density assigned to the Mountain Village area pursuant to the Development Agreement and Large-Scale MPD approval. Therefore, there is no increase in density or square footage as a result of the height increase. The additional height is also offset by increased setbacks that offer opportunities for greater landscape buffers to be established. The proposed roof design, including pitched roofs that step with grade, are consistent with LMC Architectural Design Guidelines, suggestive of pitched/sloping roofs found on historic mine structures originally located in the area, provide increased vertical breaks in the building mass, and increased architectural interest beyond that provided by a relatively flat roof building.

2. Buildings have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as defined by the Planning Commission.

Complies. No structures currently exist on the neighboring properties. Townhouses and Single Family/PUD-style units are proposed to the south, east and west of the nine building core. The conceptual site plan is designed to orient the multi-family units to the central ski run and to mountain views to the west and east.

3. There is adequate landscaping and buffering from adjacent properties and uses. Increased setbacks and separations from adjacent projects are being proposed.

Complies. The proposed building exceeds the RD District setback requirements. The setback requirements of the RD District are 20 feet for front yards, 15 feet for rear yards, and 12 feet for side yards. The proposed setbacks are 25-55 feet for the front yard setback,15-25 feet for the rear setback, and 15-30 feet for the side yard setback. Staff finds that sufficient building separation between each

structure is provided. A specific landscaping/buffer plan will be required as part of the conditional use permit review for each of the nine buildings.

4. The additional building height has resulted in more than minimum open space required and has resulted in the open space being more usable.

Complies. The Mountain Village design clusters the majority of the Empire Pass density into Pods A, B-1, and B-2 in exchange for larger areas of project open space. The LMC requirement for MPD open space is 60%. Approximately 88% open space is provided pursuant to the Development Agreement. The bulk of the project open space is utilized for passive recreation areas, trails, ski terrain and improvements, wildlife areas, and sensitive terrain preservation.

In addition to the criteria outlined above, the Planning Commission subcommittee identified several vantage points during the Olympic break that are to be used during MPD and subsequent PUD reviews. The vantage points include views from King Road, two points from Stein Eriksen Lodge, the Marsac Building, Guardsman Road/Guardsman Road Connection intersection, the Daly West head frame, and American Flag Subdivision. A visual analysis of the Village from these vantage points has been included with this report as an attachment. As demonstrated by the visual analysis, the nine buildings are partially visible from the subcommittee's vantage points, but are mitigated by the current and potential tree canopy and the backdrop of the mountains behind. The buildings do not break any significant ridgelines.

Site Planning

The nine site planning criteria outlined in the LMC are intended to promote overall design that incorporates the development into the site's natural characteristics. Generally, the location of the proposed development parcels is consistent with the development pods approved as part of Development Agreement and Large-Scale MPD which clustered the development onto less-steep terrain and in the least visually sensitive areas. The open space areas designated in the Development Agreement are respected with this plan.

Roads

The roadway system has been reviewed by staff and is much preferable to the previous configurations. Three roads plus a frontage road on the north end townhouses serve Pod A. The previous configuration had dead-end cul de sacs serving the interior larger buildings. The present configuration allows for greater tree buffer along Marsac Avenue and reduced grading. However, a cul de sac in excess of 650 feet is created in the southwest quadrant. This is in conflict with the general policy and subdivision code of the City to limit the length of dead-end roads. The Chief Fire Marshall finds the plan to comply with the necessary standards for fire access and safety. The end of the cul de sac continues as an emergency access point as part of the Emergency Response Plan. The Commission reviewed this issue at the work session of April 14, 2004 and was

accepting of the Fire Marshall's recommendation. Approval of the proposed cul de sac will require a specific finding of the Planning Commission.

Trails
Existing and new trails are accommodated with the proposed plan. All "back-country" work is to be coordinated with the Mountain Trails Foundation. The proposed trail work is consistent with the Trails Master Plan adopted by the Planning Commission on October 24, 2001.

Overall pedestrian circulation is outlined in the applicant's packet. The internal pedestrian paths are intended to keep users off the roads as much as possible and to link the Empire Club with the outlying areas. There may be instances, particularly at the north and south ends, where sidewalks along the streets would be required in order to meet the subdivision regulations. The Planning Commission discussed this issue on April 14, 2004 and agreed to waive this requirement. Snow storage, landscaping, recycling, delivery access, and ADA access for multi-family units will also be analyzed during the subsequent conditional use permit process.

Landscape and Streetscape
Landscaping, streetscape, and lighting will be reviewed for the multi-family and PUD-style single-family lots during the subsequent conditional use permit process. The applicant will need to clarify the amount and type of street lighting proposed along the residential streets. The lighting must comply with the City Engineer's specifications, the Municipal Lighting Code, and the Design Guidelines adopted by the Planning Commission on October 24, 2001. All streetlights will be privately maintained. Staff has added a Condition of Approval that each CUP application include a preliminary landscape plan with water-efficient irrigation systems.

Sensitive Lands Compliance
The Sensitive Lands (overlay) Zone did not specifically apply to the Empire Pass Large-Scale MPD and annexation; however, the locations of the development pods are based on Sensitive Lands principles.

Employee/Affordable Housing
Pursuant to the Flagstaff Mountain Resort Employee/Affordable Housing Plan, 15 employee/affordable housing units are required to be constructed or in-lieu fees paid with the Certificate of Occupancy of 150 Unit Equivalents. Review of the employee housing units and specific conditions of approval will take place during the conditional use permit review process.

Recommendation: The Planning Department recommends the Planning Commission re-open the public hearing and take public comment. Staff has prepared Findings of Fact, Conclusions of Law and Conditions of Approval for the Village at Empire Pass as follows:

Findings of Fact

1. The Village at Empire Pass (Mountain Village) Master Planned Development is located in the RD-MPD and ROS-MPD Districts.

2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.

3. The Flagstaff Mountain Annexation is approximately 1,655 acres. Mixed-used development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2, and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.

4. The Development Agreement limits development in Pods A, B-1, B-2 to:

   - No more than 705 Unit Equivalents in no more than 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites.

   - no more than 75,000 square feet of resort support commercial; and

   - a maximum 35,000 square foot day skier lodge in Pod B-2.

5. The Development Agreement required City review and approval of fourteen (14) technical reports/studies. The reports include details on the following information:

   - Mine/Soil Hazard Mitigation
   - Architectural Design Guidelines
   - Transit
   - Parking
   - Open Space Management
   - Historic Preservation
   - Emergency Response
   - Trails
   - Private Road Access Limitations
   - Construction Phasing
   - Infrastructure and Public Improvement Design
   - Utilities
   - Wildlife Management
   - Affordable Housing

6. The Planning Commission completed the review and approval process for the technical reports/studies on December 12, 2001.

7. This Master Plan for Pod A consists of a total of 321.5 units and 435.6 Unit Equivalents, including the previously approved Paintbrush, Larkspur, and Building H; the Transit Hub, ski lift and ski trails, and the location of the Alpine Club.

8. Over 65% of the residential units (minimum 306) are within Pod A and within walking distance of the Transit Hub as required by the Development Agreement.

9. The 14 technical reports/studies, along with the Land Management Code and the Development Agreement (99-30) form the standards which the subject Master Planned Development and Phase 1 preliminary/final plat are reviewed.

10. The applicant has provided supplemental materials including Master Plan Development Project Description (dated July 2004, Exhibit A), Supplemental Project Description and Conditions (dated July 5, 2004, Exhibit B) Volumetric Analysis (dated July 5, 2004, Exhibit D and E), Visual Analysis dated July 4, 2004 (Exhibit F), Architectural Character dated March 19, 2004 (Exhibit G), and Supplemental Plans including Building Height Diagram, Vegetative Buffer, Trails, and Construction Sequencing (Exhibit H), and a Compliance matrix w/ the Tech. Reports (Exh. 5 & 2) together with the Site Plans dated July 21, 2004 (Exhibit C), these Exhibits and this report comprise the Village at Empire Pass MPD. incorporating the revisions of July 28

11. The Village at Empire Pass MPD illustrates conceptual access and street layouts that have not been specifically approved by the City Engineer and City Fire Marshall. Final road layout will be subject to individual Subdivisions and Conditional Use Permits.

12. Conditional Use Permit approval is required prior to any development within the Village at Empire Pass MPD area.

13. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Thirty (30) detached single-family PUD-style units utilizing 85.4 Unit Equivalents.

14. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Fifty-One (51) Townhouse units utilizing 64 Unit Equivalents. Eight of these Townhouse units are in a duplex configuration and count towards the PUD limit of 60.

15. The proposed Village at Empire Pass Master Planned Development includes a conceptual site design for Six (6) single-family homes.

16. Conservation Easements are proposed within platted lots. These Conservation Easement areas will not count towards the development acreage.

17. The PUD-style cluster homes and the Townhomes are to be platted as condominiums and not as individual lots.

18. Utility lines and ski trails will be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.

19. The Emergency Response Plan has been reviewed by the Chief Fire Marshall and the Planning Commission in order to allow fire access and safety at the end of the over length cul de sac.

20. The Planning Commission may decrease setbacks within an MPD. Setback variance is shown on Sheet 10 of 10 of Exhibit A, dated June June 15, 2004.

21. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof).

22. The Land Management Code, Section 15-6-5(E) allows the Planning Commission to consider increased building height based upon a site specific analysis and determination.

23. The applicant has requested additional building height for the structures proposed as Buildings 1-9, inclusive. The proposed building volumetrics are detailed on Exhibit D dated June 14, 2004.

24. The proposed increase in building height for Buildings 1-9 does not result in an increase in square footage or building volume over what could be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation.

25. Proposed Buildings 1-9 has been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as defined by the Planning Commission.

26. The site plan for proposed Buildings 1-9 on includes adequate landscaping and buffering from adjacent properties and uses.

27. The additional building height for proposed Buildings 1-9 has resulted in more minimum open space than required and has resulted in the open space being more usable.

28. An MPD for pod B-2 will be reviewed under a separate MPD application.

~~29.~~ A ~~compliance~~ Matrix of the Compliance with the Technical Reports is ~~attached~~ as Exhibit I. Add to #10

Conclusions of Law

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code;

2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code;

3. The MPD, as conditioned, is consistent with the Park City General Plan;

4. The MPD, as conditioned, provides the highest value of open space, as determined by the Planning Commission;

5. The MPD, as conditioned, strengthens and enhances the resort character of Park City;

6. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;

7. The MPD, as conditioned, is Compatible in use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility;

8. The MPD provides amenities to the community so that there is no net loss of community amenities;

9. The MPD, as conditioned is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.

10. The MPD, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site:

11. The MPD, as conditioned promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and,

12. The MPD has been noticed and public hearings held in accordance with this Code.

13. The requirements necessary for the Planning Commission to grant additional building height within the MPD pursuant to the Land Management Code Section 15-6-5 have been met.

Conditions of Approval

1. A Conditional Use Permit is required prior to any development within the Village at Empire Pass MPD area. As per the Phasing Plan, only the nine large multi-family buildings require a CUP review by the Planning Commission. All other units are to be reviewed at a Staff level.

2. City Engineer approval of a utility and infrastructure plan is a condition precedent to the issuance of any building permits within the Village Master Planned Development area.

3. Utility lines and ski trails shall be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.

4. If and when the realigned Guardsman road is dedicated to the City, the Developer will execute an encroachment agreement, in a form acceptable to the City Attorney and City Engineer for the private improvements (ski bridges and/or tunnels) within the rights-of-way.

5. All essential municipal public utility buildings associated with the utility plan for the subdivision require a conditional use permit.

6. The proposed over-length cul de sac that ends in the six single family lots will have a secondary emergency access from the end of the road to Marsac Avenue. The emergency access will continue as a minimum 20-foot wide all-weather surface road.

7. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Conditional Use Permit.

8. A preliminary landscape plan, including provisions for water-efficient irrigation systems, shall be submitted with each CUP application.

9. All subsequent applications and approvals are subject to the Technical Reports as approved or amended,

Exhibits

A – Master Plan Development Project Description (8 pages)
B – Supplemental Project Description and Conditions (3 pages)
C - Conceptual Plans (10 pages)
D – Volumetric Analysis (3 pages)
E – Volumetrics, Buildings 1-9 (19 pages)
F – Visual Analysis (5 pages)
G – Architectural Character (6 pages)
H – Supplemental Plans
→ I - Compliance Matrix

BE/BP
6-0 Thomas not voting.

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

C0.01

Montage Resort and Spa at Deer Valley

B-2 MPD Village Master Plan at Empire Pass

PARK CITY, UTAH

April 24, 2006

SHEET INDEX

A	0.01	SHEET INDEX
A	1.01	PERSPECTIVE B2-W AND B2-E FROM SKI AREA
A	1.02	PERSPECTIVE B2-W HOTEL APPROACH
L	1.01	CONCEPTUAL LANDSCAPE PLAN
LW	1.02	SITE SECTION AT HOTEL B2-W
AW	3.01	VOLUMETRICS PLAN HOTEL B2-W
AW	3.02	VOLUMETRICS PLAN VIEW EAST - HOTEL B2-W
AW	3.03	VOLUMETRICS PLAN VIEW NORTH - HOTEL B2-W
AW	3.04	VOLUMETRICS PLAN VIEW WEST - HOTEL B2-W
AW	3.05	VOLUMETRICS PLAN VIEW SOUTH - HOTEL B2-W
AE	3.06	VOLUMETRICS PLAN CONDOMINIUM B2-E
AE	3.07	VOLUMETRICS PLAN VIEW NORTH - CONDOMINIUM B2-E
AE	3.08	VOLUMETRICS PLAN VIEW SOUTH - CONDOMINIUM B2-E
C	1.01	SITE PLAN & VICINITY MAP
C	1.02	B2 WEST & B2 EAST CONCEPT UTILITY PLAN

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

A 001

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PERSPECTIVE B2-W AND B2-E FROM SKI AREA

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No.:	03006
Date:	APRIL 24 2006
Scale:	AS NOTED
Sheet No.:	A101

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PERSPECTIVE B2-W HOTEL APPROACH

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PARK CITY, UTAH

Project No.:	03008
Date:	APRIL 24 2006
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CONCEPTUAL LANDSCAPE PLAN

HG
HILL GLAZIER
ARCHITECTS

TERRASAN
PLANNING & LANDSCAPE ARCHITECTURE
1600 GILPIN STREET
DENVER, CO 80218
Tel (303)331-1717
Fax (303)331-1615

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

L 1.01

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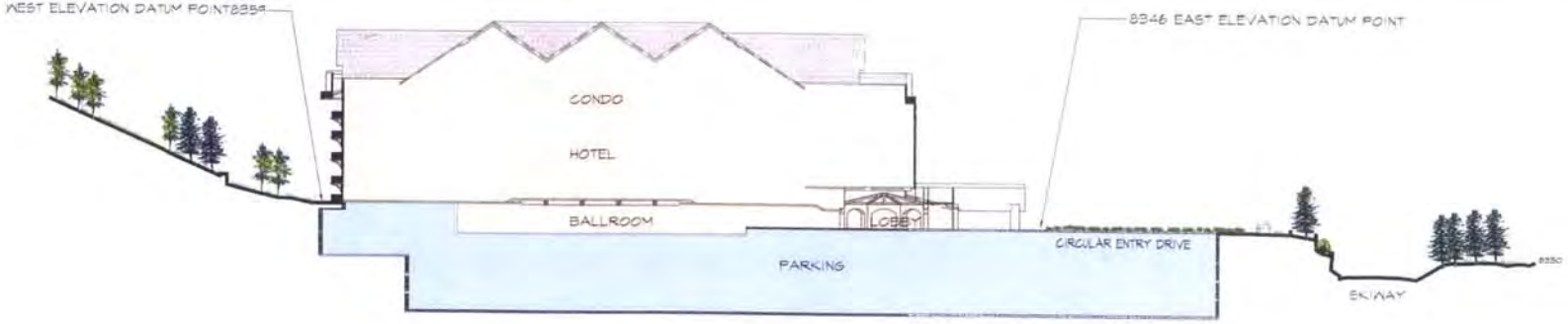
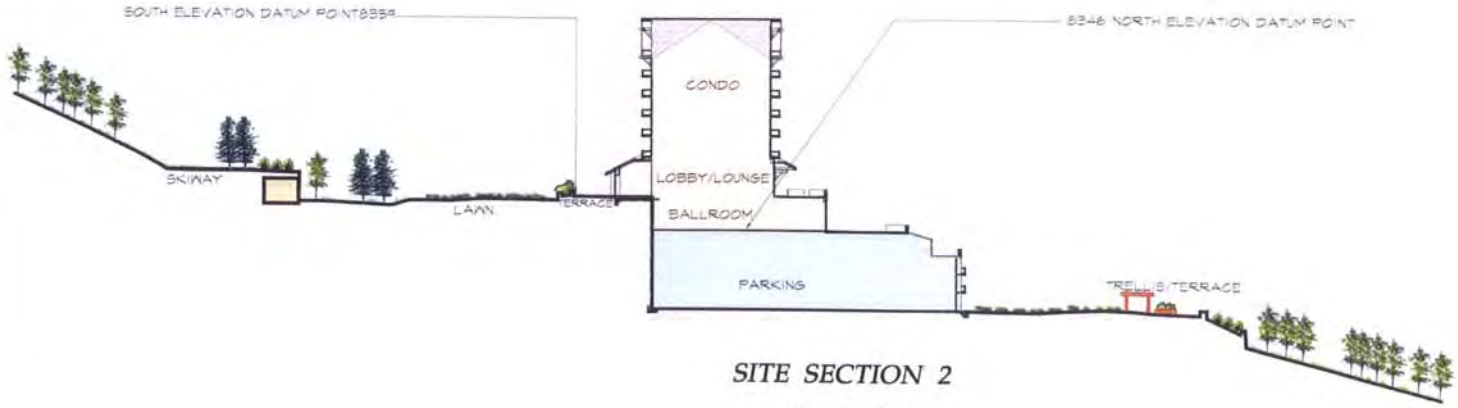


SITE SECTION 1

1" = 30'-0"



SITE SECTION 2

1" = 30'-0"

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TERRASAN PLANNING & LANDSCAPE ARCHITECTURE 1600 GILPIN STREET DENVER, CO 80218 Tel (303)331-1717 Fax (303)331-1815

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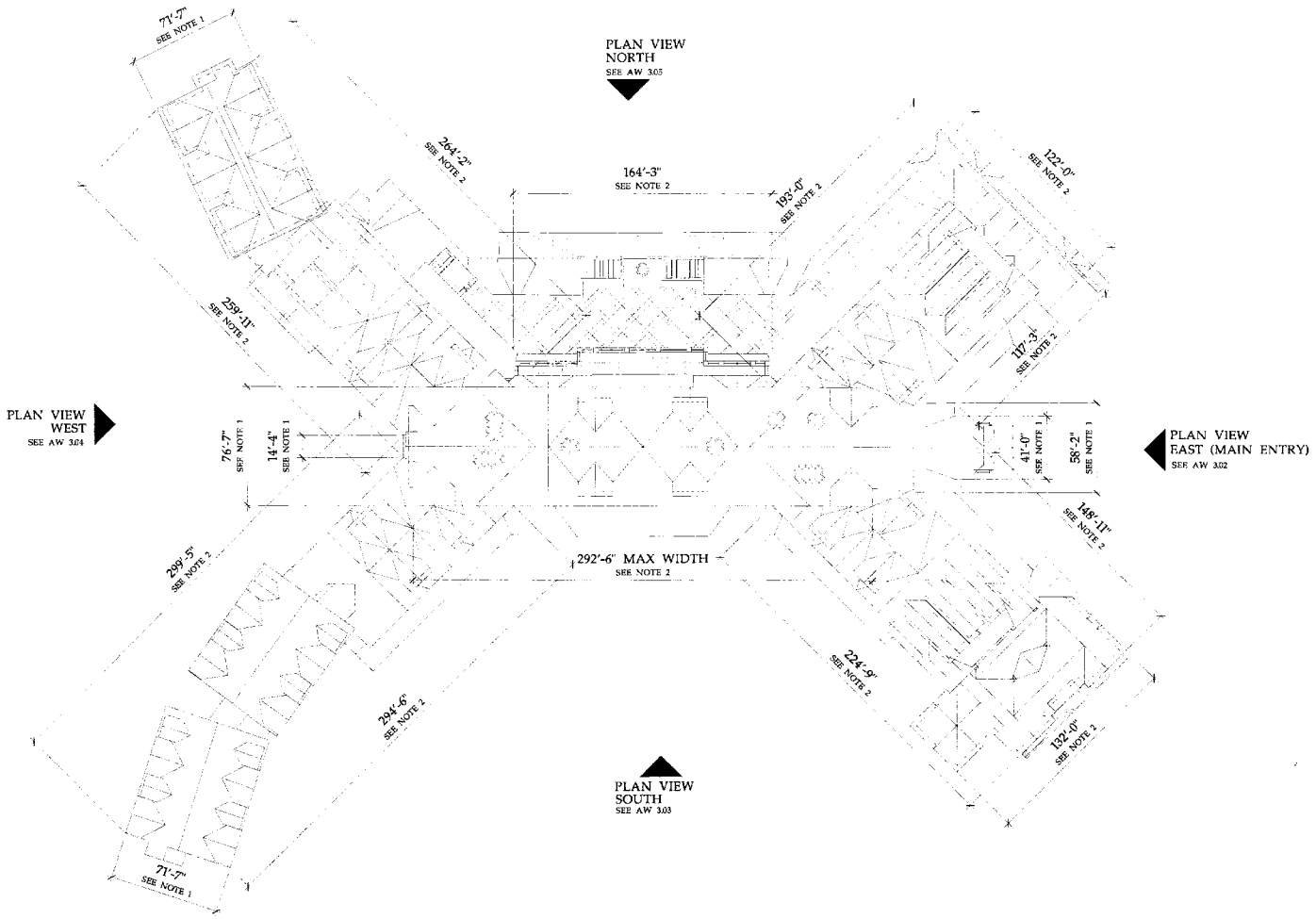
MONTAGE RESORT AND SPA AT DEER VALLEY

PARK CITY, UTAH

LW102



FACADE LENGTH AND VARIATIONS NOTES

1. Structures greater than sixty feet (60'), but less than 120 feet in length must exhibit a prominent shift in the facade of the Structure so that no greater than seventy five percent (75%) of the length of the Building Facade appears unbroken. Each shift shall be in the form of either a ten foot (10') change in Building Facade alignment or a ten foot (10') change in roof line height, or a combined change in facade and roof line totaling ten feet (10').

2. Structures which exceed 120 feet in length on any facade shall provide a prominent shift in the mass of the Structure at each 120 foot interval, or less if the Developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen foot (15') change in Building Facade alignment or a fifteen foot (15') change in roof line. A combination of both a roof line and facade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.

VOLUMETRICS
OVERALL PLAN VIEW

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No: 0.0608
Date: APRIL 24 2006
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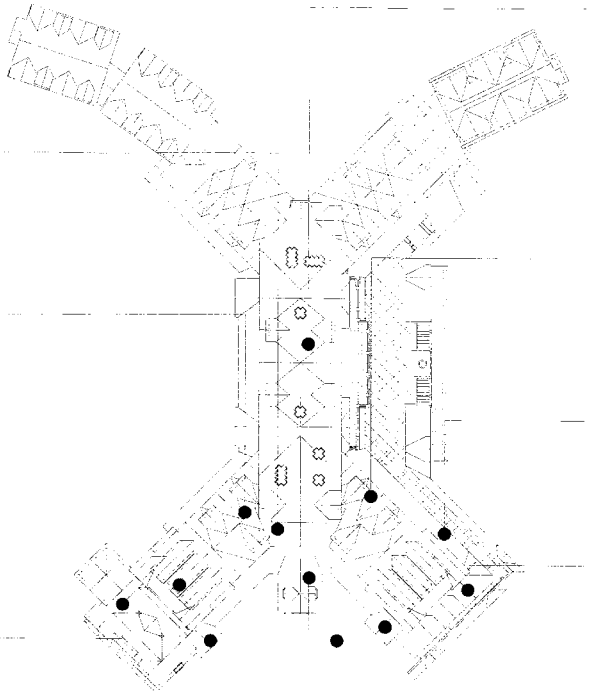
Sheet No: AW 3.01



12% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVEL RESIDENTIAL
2 LEVEL HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 92')

27% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVELS B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 85')

11% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL DINING
1 LEVEL B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 24')

11% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVEL RESIDENTIAL
2 LEVEL HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 76')

EAST MASSING
DATUM POINT
(EL. 8346')

(PERCENT INCLUDED IN LOWER ADJACENT MASSING)
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 114')
*ELEVATORS OVERRUN IN THE FORM OF CHIMNEY ELEMENTS AND ARE NOT REPRESENTED IN THE MAX HEIGHT

27% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 85')

11% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 16')

11% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 23')
SITS ON HILL, GRADE SLOPES DOWN 45',
EFFECTIVE HEIGHT 73'

FACADE LENGTH AND VARIATIONS :
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale.

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point at the Entry.

EAST MASSING

VOLUMETRICS
PLAN VIEW EAST

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

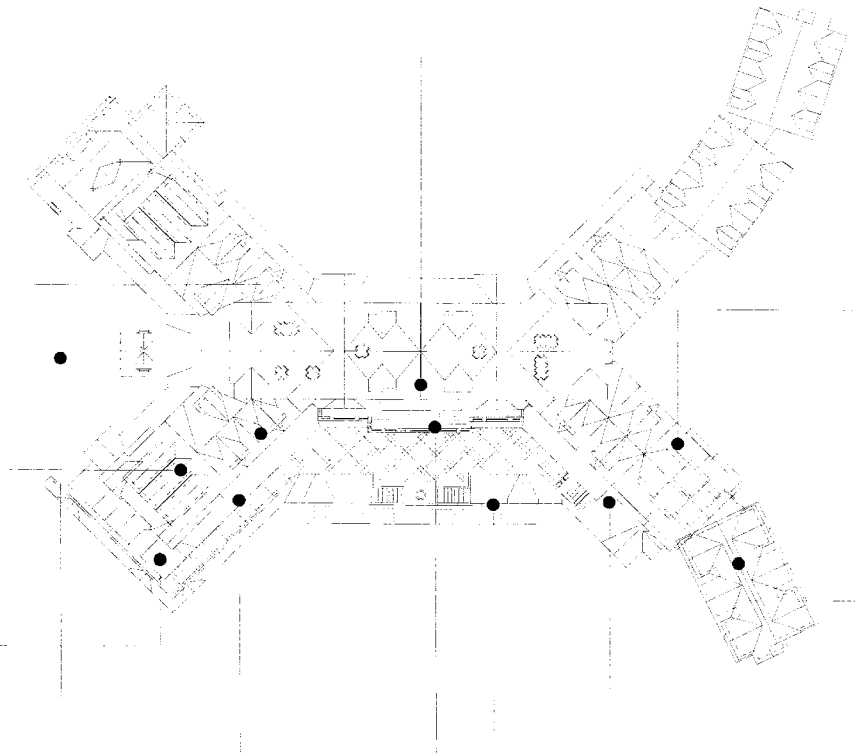
Project No: 10708
Date: APRIL 24 2006
Scale: AS NOTED
Sheet No: AW 3.02

25% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
1 LEVEL HOTEL SUITES
2 LEVELS HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA
3 LEVELS HOTEL SUITES
(MAX HT. 114')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
4 LEVELS HOTEL SUITES
(MAX HT. 85')

10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
4 LEVELS HOTEL SUITES
(MAX HT. 76')

5% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL PUBLIC AREA
4 LEVELS HOTEL SUITES
(MAX HT. 23')



10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA
3 LEVELS HOTEL SUITES
(MAX HT. 85')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
4 LEVELS HOTEL SUITE
(MAX HT. 92')

NORTH MASSING
DATUM POINT
(EL. 8346')

NORTH MASSING

FACADE LENGTH AND VARIATIONS:
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale.
(Major balconies, Entry gables, Spa skylight)

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point at the Entry.

VOLUMETRICS
PLAN VIEW NORTH

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Montage Resort and Spa at Deer Valley

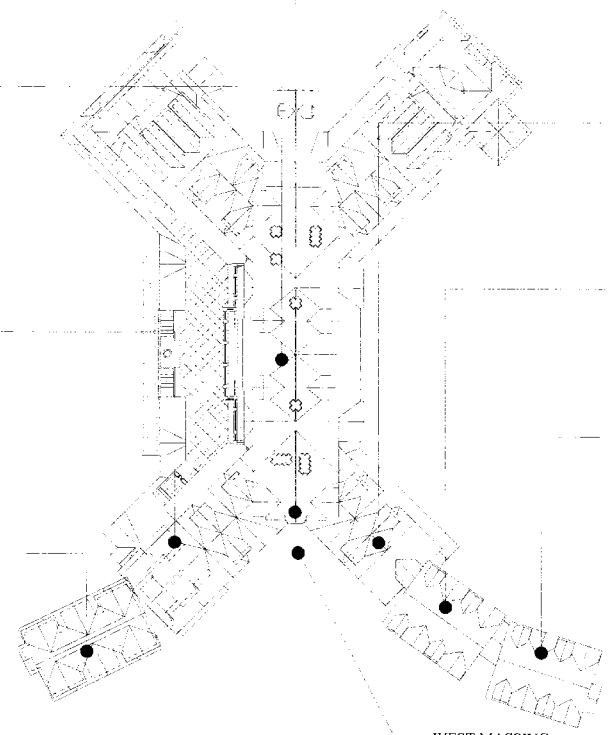
PARK CITY, UTAH

Sheet No. AW 3.03

(PERCENT INCLUDED IN LOWER ADJACENT MASSING)
AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
2 LEVELS HOTEL PUBLIC AREA (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 101')

5% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL SUITES (DOWN SLOPE)
1 LEVEL SPA (BELOW GRADE)
(MAX HT. 72')

30% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
4 LEVELS HOTEL SUITES (DOWN SLOPE)
(MAX HT. 79')



WEST MASSING

WEST MASSING
DATUM POINT
(EL. 8359')

(PERCENT INCLUDED IN LOWER ADJCENT MASSING)
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING, B.O.H (BELOW GRADE)
(MAX HT. 97')

45% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
(MAX HT. 72')

5% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTAIL ROOF
2 LEVEL RESIDENTAIL
(MAX HT. 72')

15% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
(MAX HT. 72')

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point.

VOLUMETRICS
PLAN VIEW WEST

HG
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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. 02005
Date APRIL 24 2006
Scale AS NOTED
Sheet No. AW 3.04

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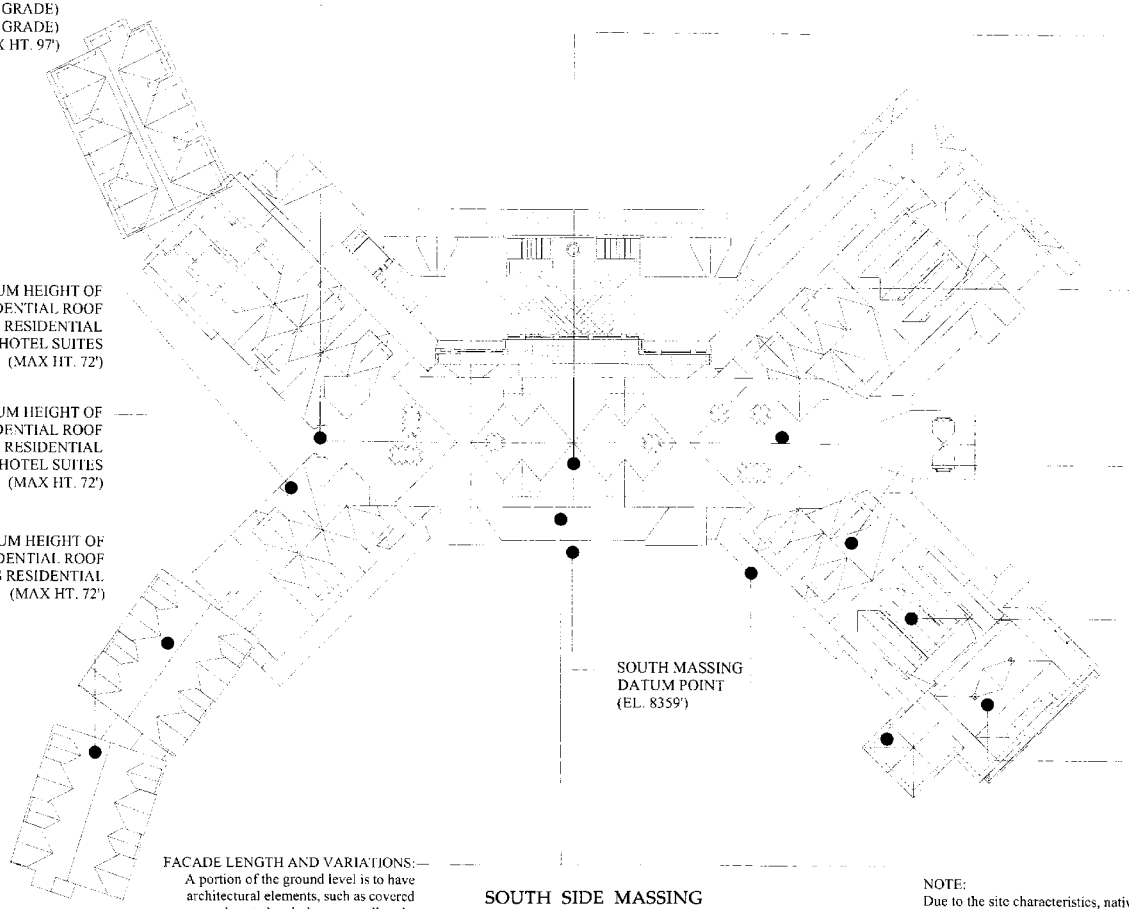
(PERCENT INCLUDED IN ADJACENT MASSING)
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 97')

25% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
(MAX HT. 72')

15% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
1 LEVEL HOTEL SUITES
(MAX HT. 72')

10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
(MAX HT. 72')



SOUTH MASSING
DATUM POINT
(EL. 8359')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVEL HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVEL PARKING, B.O.H/SUITES (BELOW GRADE)
(MAX HT. 101')
*ELEVATORS OVERRUN IN THE FORM OF CHIMNEY ELEMENTS AND ARE NOT REPRESENTED IN MAX HEIGHTS

(PERCENT INCLUDED IN ADJACENT MASSING)
AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT.97')

30% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS SUITES
2 LEVELS B.O.H. (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 72')

10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
2 LEVELS B.O.H. (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 63')

5% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL DINNING
1 LEVEL B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 11')

FACADE LENGTH AND VARIATIONS:—
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale.
(Major balconies, Pool house)

SOUTH SIDE MASSING

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point at the Lobby Terrace

VOLUMETRICS
PLAN VIEW SOUTH

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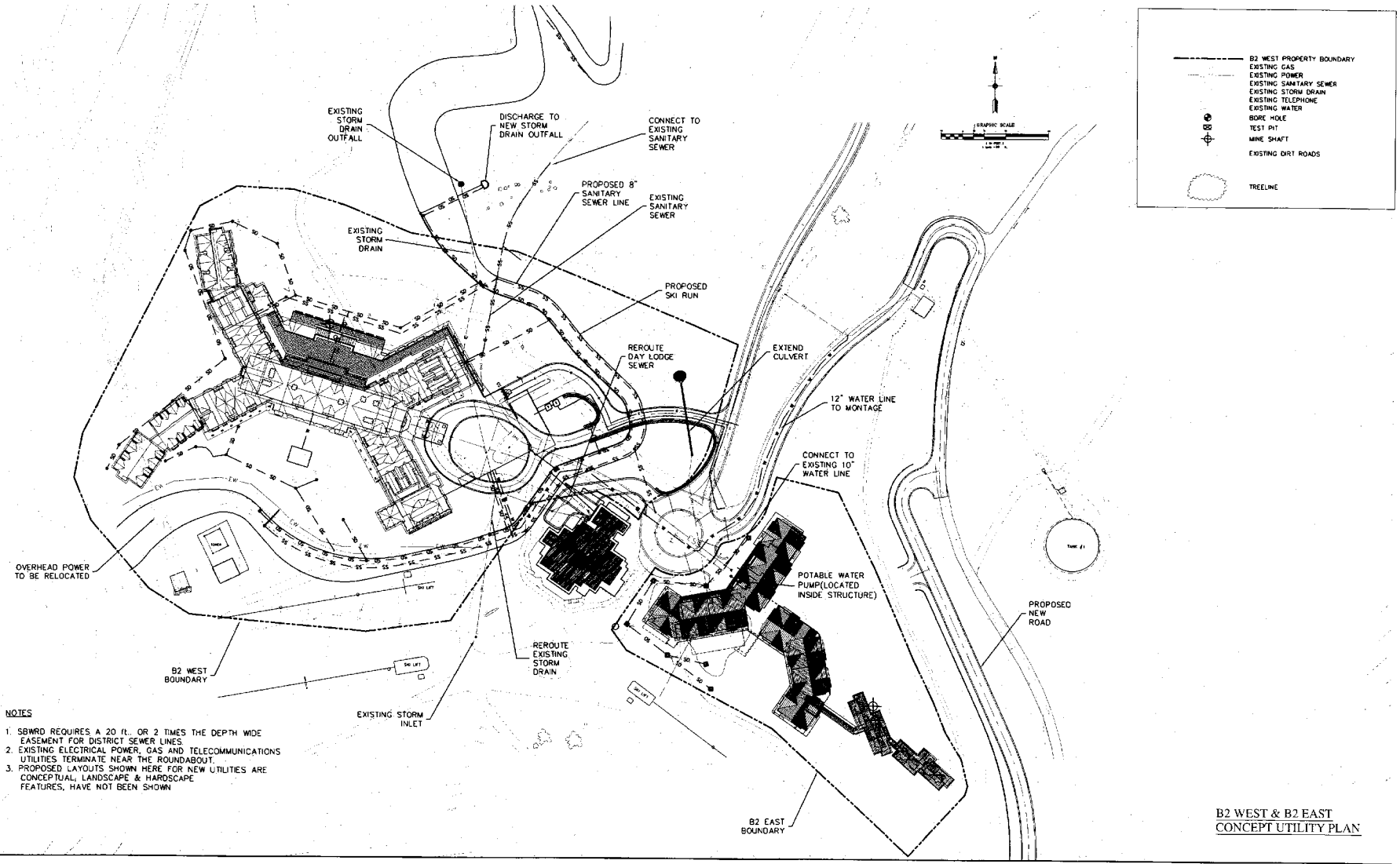
Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. 03028
Date APRIL 24 2026
Scale AS NOTED
Sheet No. AW 3.05



NOTES

1. SBWRD REQUIRES A 20 ft., OR 2 TIMES THE DEPTH WIDE EASEMENT FOR DISTRICT SEWER LINES.
2. EXISTING ELECTRICAL POWER, GAS AND TELECOMMUNICATIONS UTILITIES TERMINATE NEAR THE ROUNDABOUT.
3. PROPOSED LAYOUTS SHOWN HERE FOR NEW UTILITIES ARE CONCEPTUAL, LANDSCAPE & HARDSCAPE FEATURES, HAVE NOT BEEN SHOWN

B2 WEST & B2 EAST
CONCEPT UTILITY PLAN

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORKS OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT

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ARCHITECTS

Stantec

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No.:	03008
Date:	APRIL 28, 2006
Scale:	1" = 80'
Sheet No.:	C 1.02

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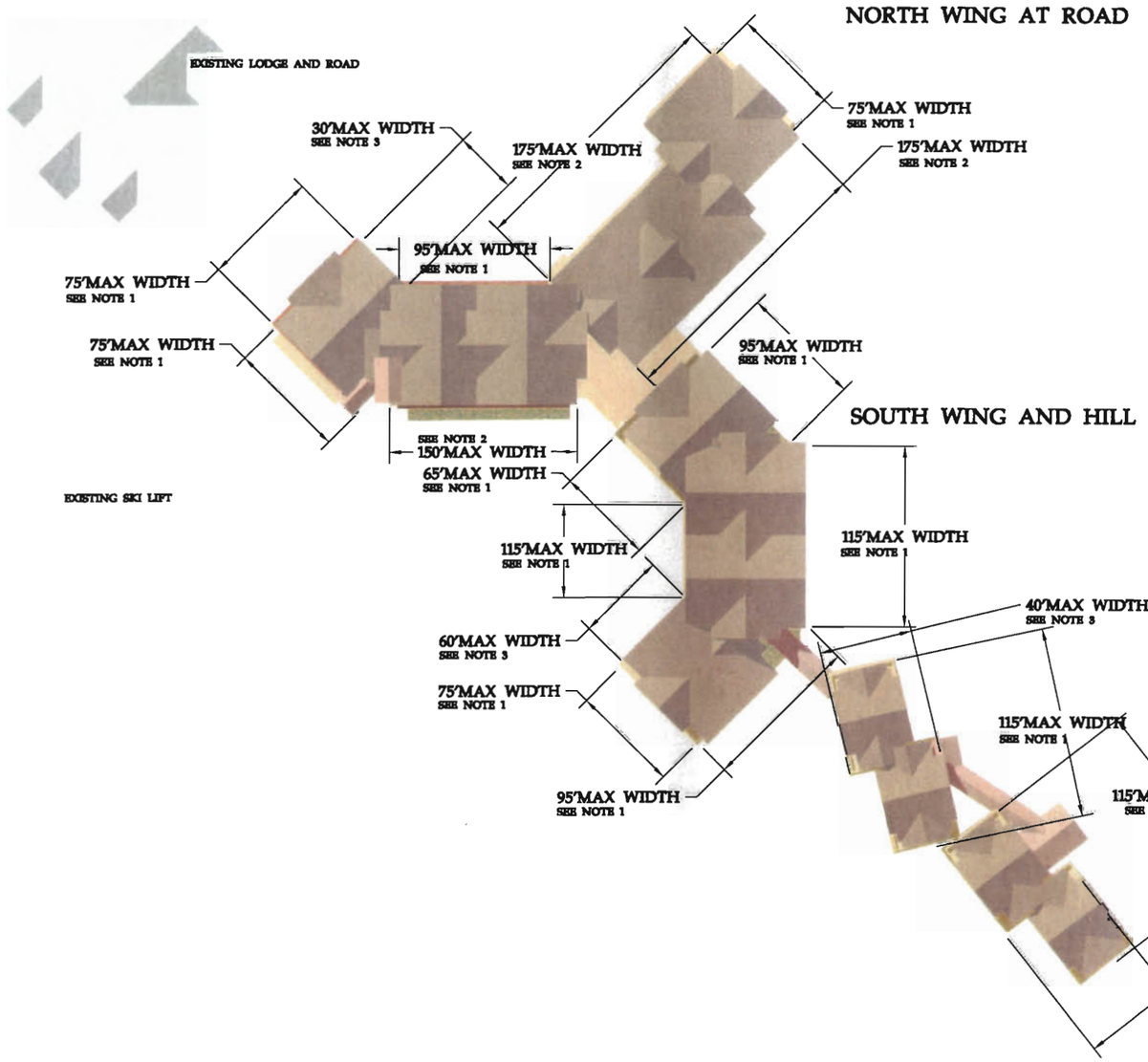

FACADE LENGTH AND VARIATIONS NOTES

1. Structures greater than sixty feet (60'), but less than 120 feet in length must exhibit a prominent shift in the facade of the Structure so that no greater than seventy five percent (75%) of the length of the Building Facade appears unbroken. Each shift shall be in the form of either a ten foot (10') change in Building Facade alignment or a ten foot (10') change in roof line height, or a combined change in facade and roof line totaling ten feet (10').

2. Structures which exceed 120 feet in length on any facade shall provide a prominent shift in the mass of the Structure at each 120 foot interval, or less if the Developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen foot (15') change in Building Facade alignment or a fifteen foot (15') change in roof line. A combination of both a roof line and facade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.

3. No varation required.

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CONDO VOLUMETRICS
PLAN VIEW

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

HG
HILL GLAZIER

Project No.:	03008
Date:	June 15, 2005
Scale:	AS NOTED
Sheet No.:	AE 3.06

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20% AT MAXIMUM HEIGHT OF
2 LEVELS RESIDENTIAL
1 LEVEL ROOF
(MAX HT. 48') RESTS ON HILL
RISE +40' FROM ENTRY
EFFECTIVE HEIGHT 68'

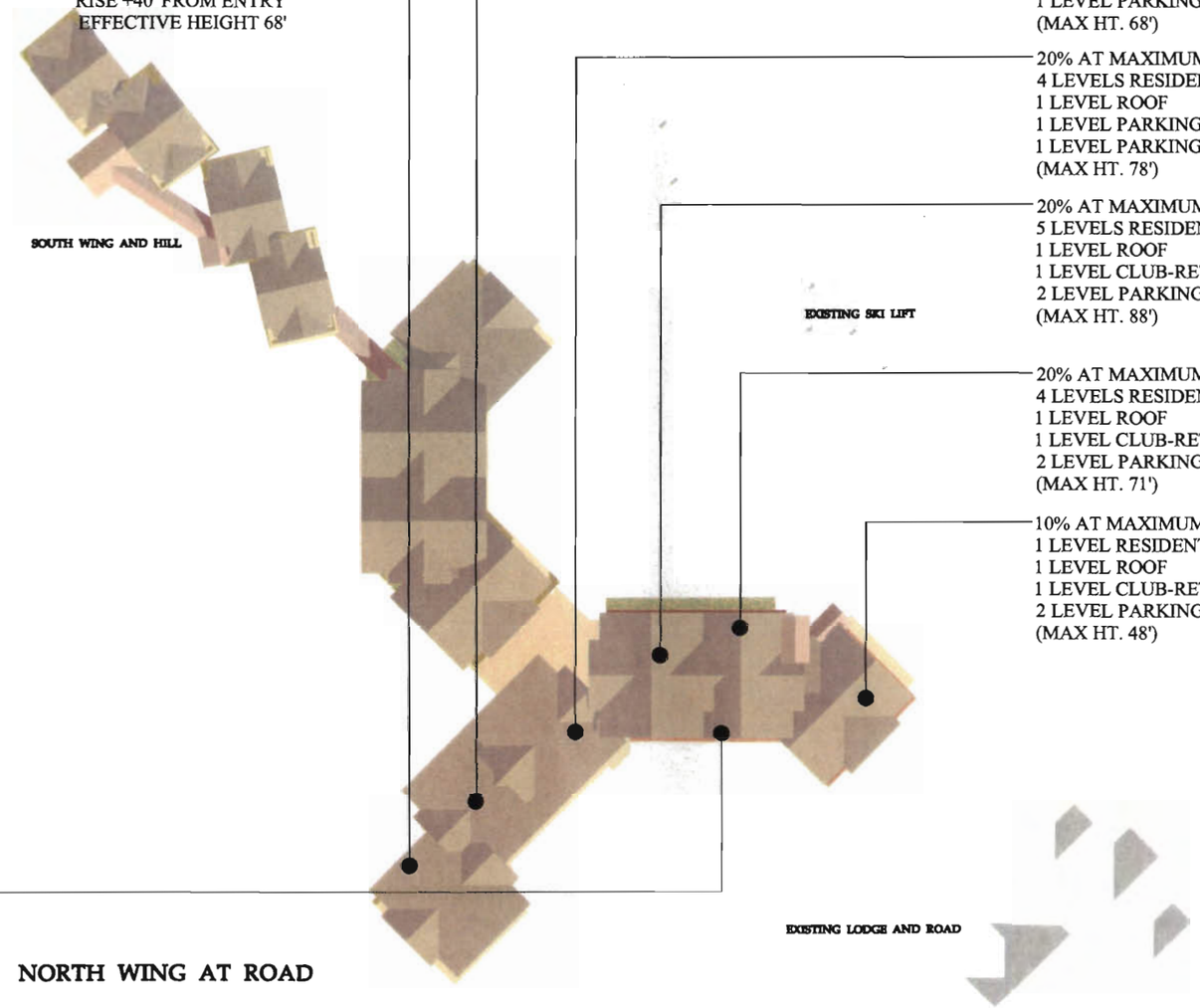
20% AT MAXIMUM HEIGHT OF
3 LEVELS RESIDENTIAL
1 LEVEL ROOF
1 LEVEL PARKING (CUT IN GRADE)
1 LEVEL PARKING (BELOW GRADE)
(MAX HT. 68')

20% AT MAXIMUM HEIGHT OF
4 LEVELS RESIDENTIAL
1 LEVEL ROOF
1 LEVEL PARKING (CUT IN GRADE)
1 LEVEL PARKING (BELOW GRADE)
(MAX HT. 78')

20% AT MAXIMUM HEIGHT OF
5 LEVELS RESIDENTIAL
1 LEVEL ROOF
1 LEVEL CLUB-RETAIL
2 LEVEL PARKING (BELOW GRADE)
(MAX HT. 88')

20% AT MAXIMUM HEIGHT OF
4 LEVELS RESIDENTIAL
1 LEVEL ROOF
1 LEVEL CLUB-RETAIL
2 LEVEL PARKING (BELOW GRADE)
(MAX HT. 71')

10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL
1 LEVEL ROOF
1 LEVEL CLUB-RETAIL
2 LEVEL PARKING (BELOW GRADE)
(MAX HT. 48')



FACADE LENGTH AND VARIATIONS NOTES

A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale.

NORTH WING AT ROAD

Note:

The "effective height" is the height taken at the lowest point of the grade at the portion of the building under consideration

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CONDO VOLUMETRICS
PLAN VIEW

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

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Project No.:	03006
Date:	June 15, 2005
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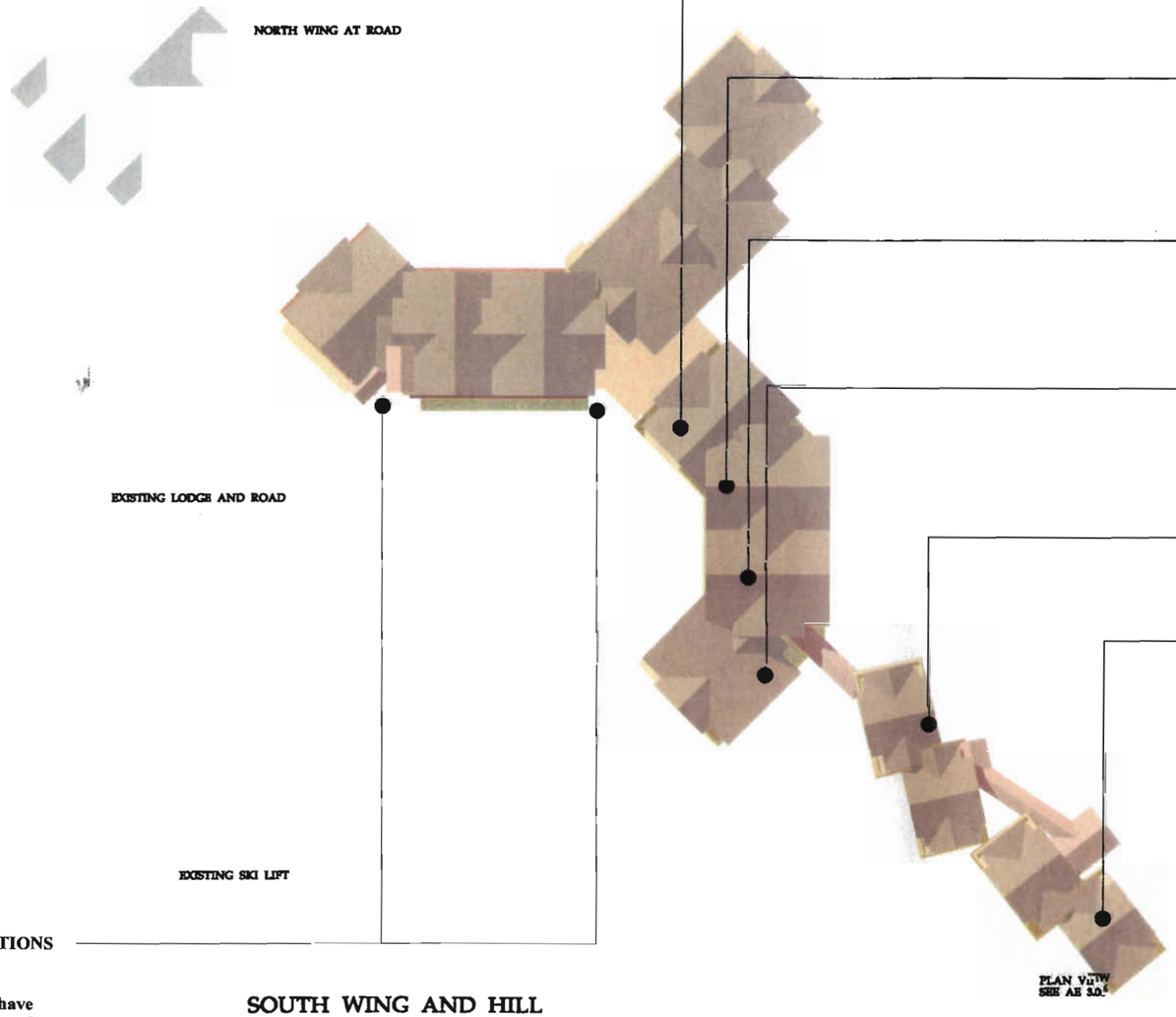

FACADE LENGTH AND VARIATIONS NOTES

A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale. (Major balconies, entry clock tower)

Note:

The "effective height" is the height taken at the lowest point of the grade at the portion of the building under consideration

CONDO VOLUMETRICS
PLAN VIEW

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

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Project No.:	03008
Date:	June 15, 2005
Scale:	AS NOTED
Sheet No.:	AE 3.08

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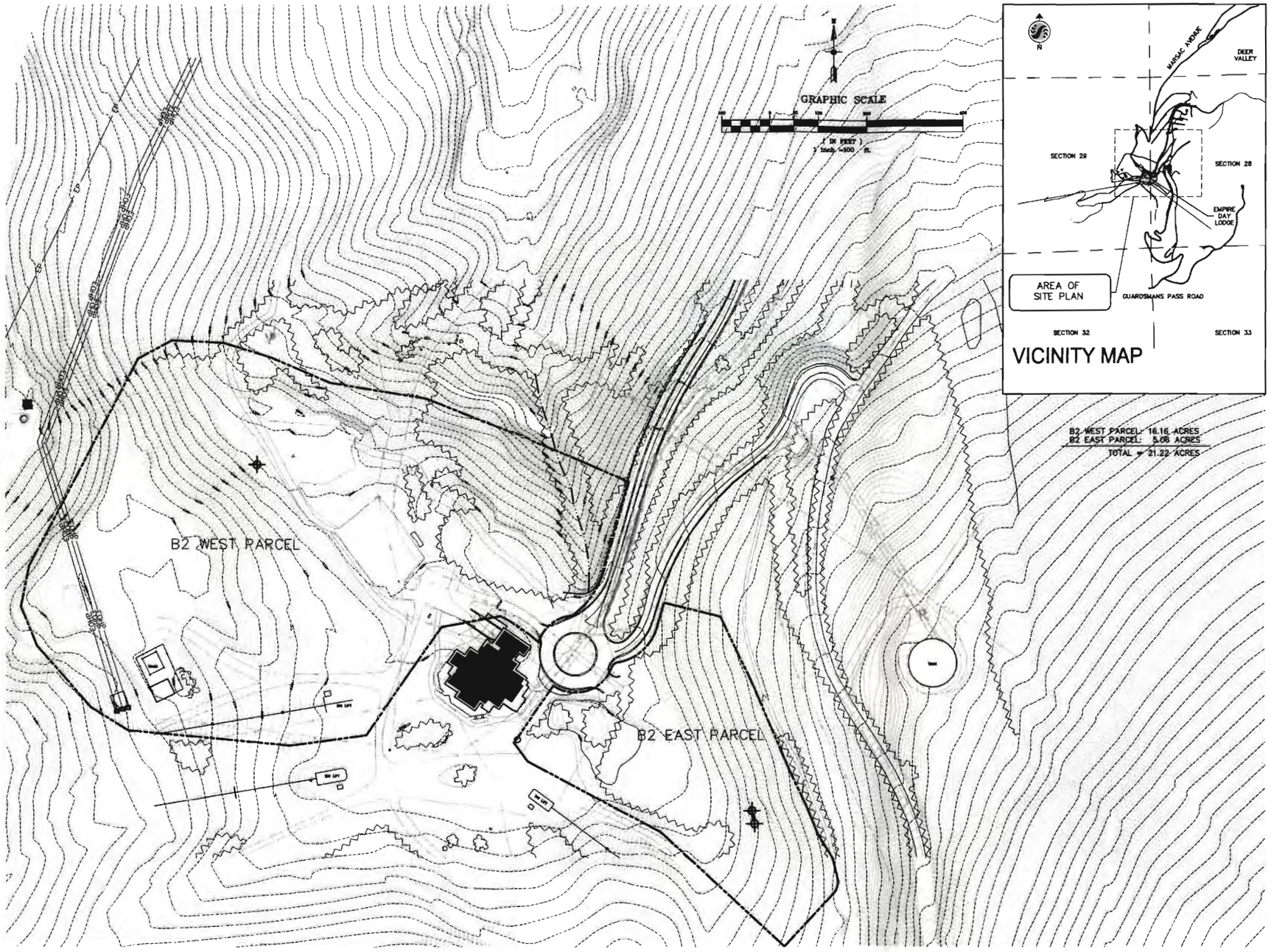

B2 WEST PARCEL: 16.16 ACRES
B2 EAST PARCEL: 5.06 ACRES
TOTAL = 21.22 ACRES

Legend

- B2 WEST PROPERTY BOUNDARY
- EXISTING GAS
- EXISTING POWER
- EXISTING SANITARY SEWER
- EXISTING STORM DRAIN
- EXISTING TELEPHONE
- EXISTING WATER
- BORE HOLE
- TEST PIT
- MINE SHAFT
- EXISTING DIRT ROADS
- TREELINE

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

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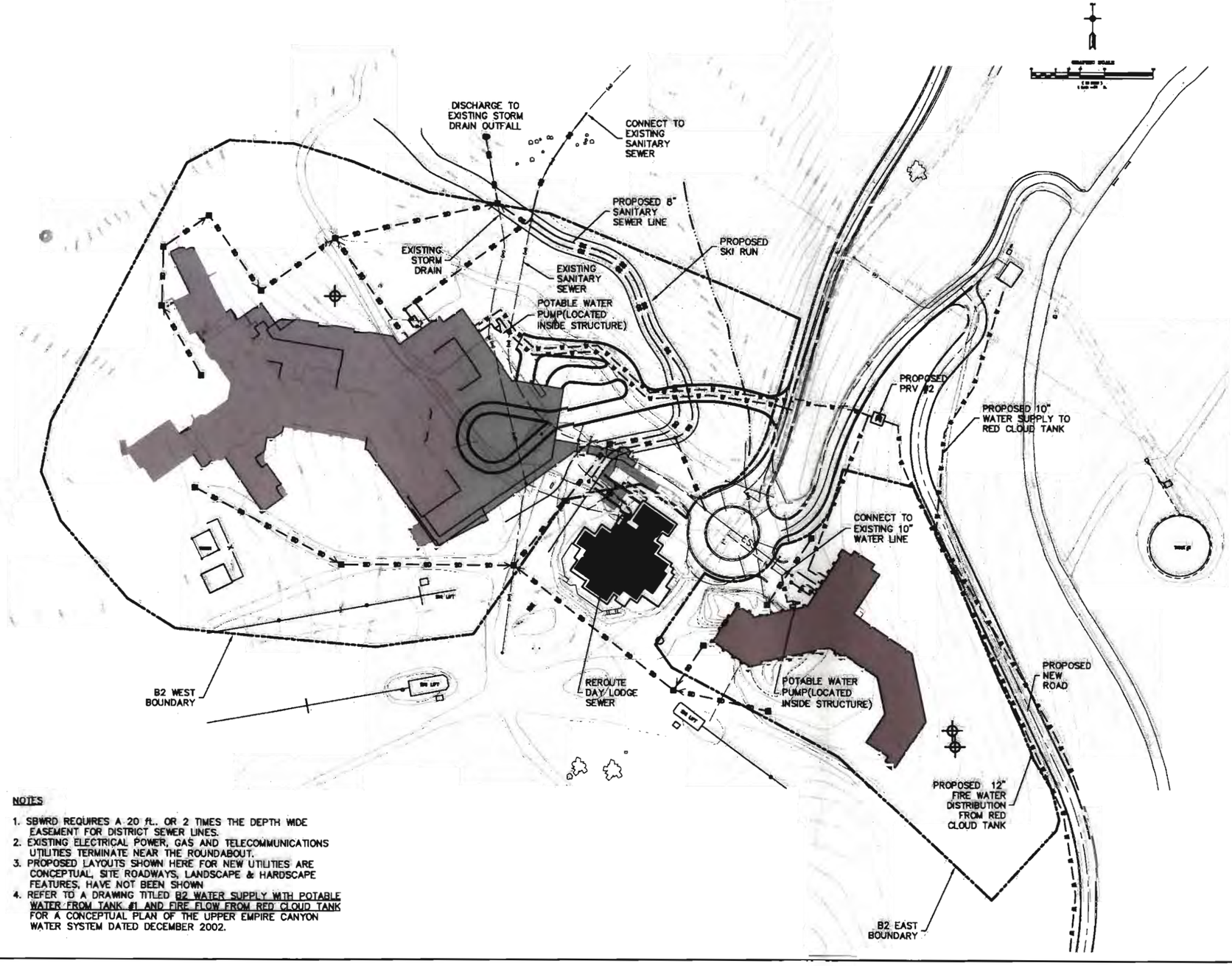

Legend

- B2 WEST/EAST PROPERTY BOUNDARY
- (gas) EXISTING GAS
- (pwr) EXISTING POWER
- (ss) EXISTING SANITARY SEWER
- (sd) EXISTING STORM DRAIN
- (t) EXISTING TELEPHONE
- (w) EXISTING WATER
- PROPOSED SANITARY SEWER
- PROPOSED STORM DRAIN
- PROPOSED WATER LINES
- PROPOSED STORM DRAIN STRUCTURE
- PROPOSED MANHOLE
- BORE HOLE
- TEST PIT
- MINE SHAFT
- EXISTING DIRT ROADS
- TREELINE

NOTES

1. SBWRD REQUIRES A 20 ft. OR 2 TIMES THE DEPTH WIDE EASEMENT FOR DISTRICT SEWER LINES.
2. EXISTING ELECTRICAL POWER, GAS AND TELECOMMUNICATIONS UTILITIES TERMINATE NEAR THE ROUNDABOUT.
3. PROPOSED LAYOUTS SHOWN HERE FOR NEW UTILITIES ARE CONCEPTUAL, SITE ROADWAYS, LANDSCAPE & HARDSCAPE FEATURES, HAVE NOT BEEN SHOWN
4. REFER TO A DRAWING TITLED B2 WATER SUPPLY WITH POTABLE WATER FROM TANK #1 AND FIRE FLOW FROM RED CLOUD TANK FOR A CONCEPTUAL PLAN OF THE UPPER EMPIRE CANYON WATER SYSTEM DATED DECEMBER 2002.

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Stantec

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

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Project No.:	63008
Date:	June 15, 2005
Scale:	AS NOTED
Sheet No.:	C 1.02

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01087491 B: 2452 P: 1749
Page 1 of 5
Mary Ann Trussell, Summit County Utah Recorder
03/06/2018 10:37:24 AM Fee $18.00
By Snell & Wilmer LLP
Electronically Recorded

WHEN RECORDED RETURN TO:
Wade R. Budge
SNELL & WILMER L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

Affecting Part of Tax Serial No. PCA-S-98-GG-1

DECLARATION OF DEVELOPMENT COVENANTS

[B2]

This DECLARATION OF DEVELOPMENT COVENANTS (the "**Development Declaration**") is made and entered into this 1st day of March, 2018, by **REDUS PARK CITY LLC**, a Delaware limited liability company ("**Redus**" and sometimes "**Declarant**").

RECITALS:

A. Redus is the owner of certain real property in Summit County, Utah, more particularly described on **Exhibit 1**, attached hereto and made a part hereof (the "**Property**").

B. The Property constitutes a portion of the real property described in, and covered by, that certain Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel and Iron Mountain, dated as of March 2, 2007, and recorded with the Summit County Recorder on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 (the "**Development Agreement**"). Redus is the owner of additional undeveloped real property described in, and subject to, the Development Agreement. The term "**Project**" as used in this Development Declaration shall mean any project Redus pursues within the real property subject to the Development Agreement from time to time.

C. Redus is executing and recording this Development Declaration for the purpose of allocating and confirming certain development rights and obligations with respect to the Property's development, as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises, Declarant hereby declares and states as follows:

1. **Recitals**. Redus hereby affirms the accuracy of the Recitals.

2. **Property Made Subject to Development Declaration**. The Property is hereby made subject to this Development Declaration, and shall be held, conveyed, transferred, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or developed, in whole or in part, subject to, and consistent with, the terms and conditions of this Development Declaration.

3. **Development Covenants**. By accepting title to the Property, any owner or developer of the Property (a "**Developer**"), agrees and covenants, with respect to the Property, to the following:

a. Development Requirements. If and to the extent that Developer elects to develop the Property or any portion thereof, Developer shall, at Developer's sole cost and expense, develop and improve the Property in compliance with this Development Declaration, the Development Agreement, the Park City Land Management Code, existing development approvals, any future development approvals obtained by Developer, and the restrictions and covenants of record as to the Property, in each case to the extent applicable to the Property.

b. Affordable Housing. Developer shall be responsible to construct four and two tenths (4.2) Affordable Unit Equivalents ("**AUEs**") on the Property as part of satisfying the on-site affordable housing requirements in the Development Agreement.

c. No Opposition. Developer shall not, at any time, oppose any development activities that Redus desires to take with respect to any Project, unless Developer, in good faith, determines that such activity violates the Development Agreement, as may be amended, and will materially and adversely affect the Property or Developer's development, operation, or use thereof.

4. **Allocation of UEs**. Without representation or warranty whatsoever, Redus hereby allocates the right to develop all remaining entitled multifamily residential dwelling units and commercial space on the Property (collectively, the "**Entitlements**"). Redus shall not be obligated to allocate or assign to Developer any additional Entitlements, or Unit Equivalents, as that term is defined in the Development Agreement. The Entitlements do not include an assignment of any PUD units, as defined in and currently permitted under the Development Agreement, it being the intent of Redus to reserve unto itself such PUD units.

5. **Right of Inspection**. Redus and its agents shall have the right, upon reasonable advance written notice and at any reasonable time or times, from and after the date hereof, to enter upon the Property or portions thereof for the purpose of determining whether the use of the Property is in compliance with the provisions of this Development Declaration. The fact that Redus or its agents, exercises or fails to exercise the foregoing inspection rights shall not, in any manner, be deemed to be a waiver by Redus of any of Developer's obligations under this Development Declaration.

6. **Enforcement Rights**. In the event Redus or Developer, as applicable, shall at any time be in default with respect to its obligations under this Development Declaration (such defaulting party, the "**Defaulting Party**"; the non-defaulting party is referred to herein as the "**Non-Defaulting Party**"), the Non-Defaulting Party shall have the right to enforce the provisions of this Development Declaration against the Defaulting Party by an action for specific performance, injunctive relief or other appropriate equitable remedy. The Defaulting' Party's breach or potential breach of the provisions of this Development Declaration shall constitute irreparable harm to the Non-Defaulting Party. Neither Redus nor Developer need provide a bond in connection with obtaining equitable relief under this paragraph. A breach of this Development Declaration may also result in a claim for damages in a court of law, and the existence of a claim for damages shall not limit Redus' or Developer's ability to obtain equitable relief to enforce the provisions of this Development Declaration against the Non-Defaulting Party.

7. **Successors and Assigns**. This Development Declaration shall be binding upon the successors-in-title of Developer and shall inure to the benefit of the successors and assigns of Redus. Any assignment of Developer's rights or obligations under this Development Declaration shall be null and void and of no effect. Redus shall be permitted to assign its interests hereunder. The term "Developer" as used herein shall not mean any owner of a unit in a development or building constructed on the Property.

8. **Covenant Running with Land**. The provisions of this Development Declaration shall run with the Property and shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

9. **Effective Date**. This Development Declaration shall be effective as of the date it is recorded in the Office of the Recorder of Summit County, Utah.

10. **Notices**. All notices, requests, demands or other communications required or permitted under this Development Declaration shall be delivered to a party's respective addresses on file with the Utah Division of Corporations and Commercial Code, or other agency for the state in which the party is incorporated or organized.

11. **Waiver**. No waiver by Redus of any breach by Developer of any term or provision of this Development Declaration shall be construed to be or constitute a waiver of any succeeding breach of the same or any other term or provision of this Development Declaration. No term or provision of this Development Declaration shall be deemed to have been waived by Redus unless such waiver shall be set forth in writing.

12. **Severability**. If any term or provision of this Development Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Development Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Development Declaration shall be valid and shall be enforced to the fullest extent permitted by law.

13. **Amendment**. This Development Declaration may be amended, restated, revoked or terminated in whole or in part by an instrument in writing executed and acknowledged by Redus (or those obtaining Redus's rights under this Development Declaration under a written assignment) and recorded in the office of the County Recorder, Summit County, Utah.

14. **Time of the Essence**. Time is of the essence of this Development Declaration.

[*Remainder of Page Intentionally Blank*]

IN WITNESS WHEREOF, this instrument has been executed by Redus as of the day and year first above written.

REDUS:

REDUS PARK CITY LLC,
a Delaware limited liability company

By: **REDUS PROPERTIES, INC.**,
a Delaware corporation
Its: Manager

By: _____
Name: David L. Ash
Title: SVP

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

STATE OF CALIFORNIA)
COUNTY OF San Francisco)

On March 1, 2018 before me, Auxiliadora Rios, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

AUXILIADORA RIOS
Notary Public – California
San Francisco County
Commission # 2188278
My Comm. Expires Mar 25, 2021

EXHIBIT 1
Legal Description of the Property

B2 EAST SUBDIVISION LOT 1

A parcel of land located in the west half of Section 28 and the southeast quarter of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 00°30'49" West 2213.49 feet along Section Line and East 56.55 feet from a GLO stone monument at the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; said point also being on the southerly line of the Marsac Avenue Right of Way, recorded June 28, 2003, as Entry No. 623451 in the office of the Recorder, Summit County, Utah, and on a curve to the left having a radius of 80.00 feet, of which the radius point bears North 34°38'59" East; and running thence along the southerly line of the Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 147.00 feet through a central angle of 105°16'44" to a point on a reverse curve to the right having a radius of 15.00 feet, of which the radius point bears South 70°37'45" East; thence 2) northeasterly along the arc of said curve 16.15 feet through a central angle of 61°42'18" to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears North 08°55'27" West; thence 3) northeasterly along the arc of said curve 112.21 feet through a central angle of 64°17'22"; thence 4) North 16°47'11" East 56.03 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12'49" East; thence 5) northeasterly along the arc of said curve 355.31 feet through a central angle of 38°46'34"; thence South 55°36'18" East 101.33 feet to a point on a curve to the left having a radius of 525.00 feet; thence southerly along the arc of said curve 44.31 feet (chord bears South 04°37'35" West 44.30 feet) through a central angle of 4°50'10"; thence South 02°12'30" West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47'30" West; thence southerly along the arc of said curve 35.43 feet through a central angle of 67°39'38" to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius point bears South 20°07'52" East; thence southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54'58"; thence South 24°02'49" East 418.18 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 65°57'11" West; thence along the arc of said curve 84.66 feet through a central angle of 08°08'19"; thence South 74°05'30" West 277.14 feet; thence North 47°13'14" West 209.96 feet; thence North 61°52'36" West 311.67 feet; thence North 35°40'02" West 47.30 feet; thence North 34°38'59" East 143.26 feet to the point of beginning.

Description contains 6.91 acres.

(PART OF TAX SERIAL NO. PCA-S-98-GG-1)

SURVEYOR'S CERTIFICATE

I, Robert J. McMahon, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 349961 as prescribed under the laws of the State of Utah. I further certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots, rights-of-way, and easements to be hereafter known as PARCEL B-2 EMPIRE VILLAGE SUBDIVISION and that the same has been correctly surveyed on the ground as shown on this plat.

PROFESSIONAL LAND SURVEYOR — No. 349961 — ROBERT J. McMAHON — State of Utah

ROBERT J. McMAHON — 5/15/07 DATE

BOUNDARY DESCRIPTION 1

ALL of Parcel A of the PARCEL A EMPIRE VILLAGE SUBDIVISION according to the official plat thereof on file in the office of the Summit County Recorder, Summit County, Utah, Recorded 6-28-02 as Entry No. 623454.

BOUNDARY DESCRIPTION 2

A parcel of land located in the southeast quarter of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

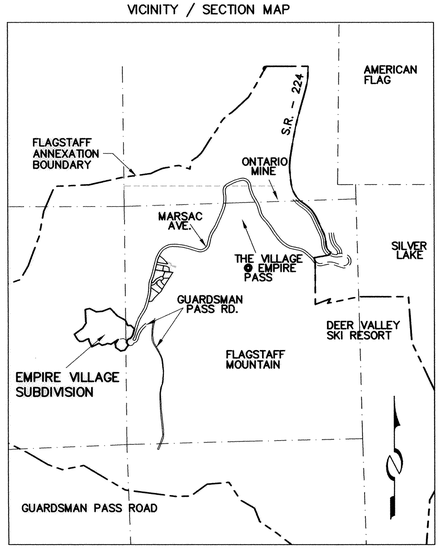
Beginning at a point North 00°30'49" West 2172.54 feet along Section Line and West 763.87 feet from the southeast corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 64°05'11" East 70.70 feet; thence North 25°54'49" West 112.30 feet; thence South 64°05'11" West 70.70 feet; thence South 25°54'49" East 112.30 feet to the point of beginning.

BOUNDARY DESCRIPTION 3

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

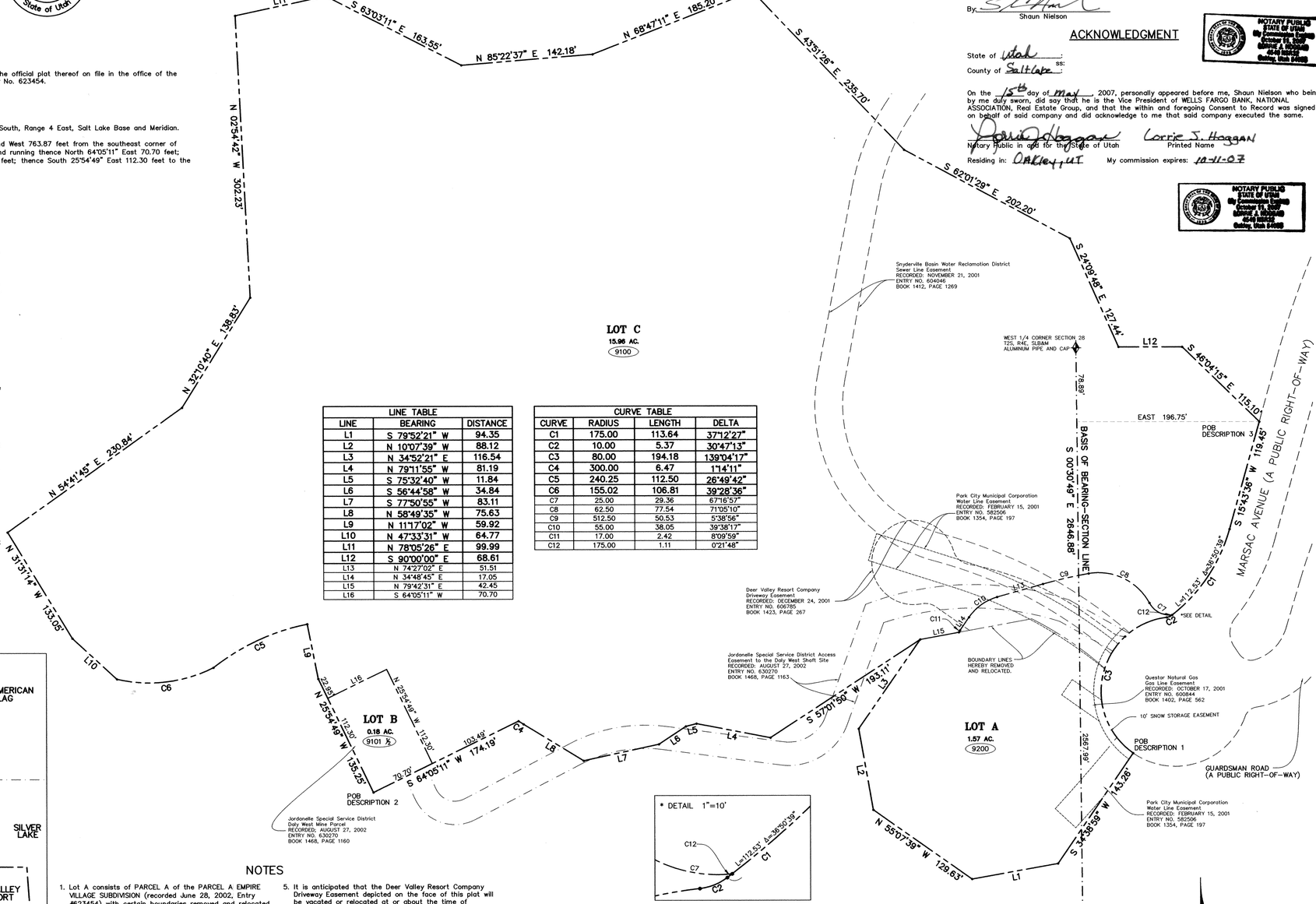
Beginning at a point that is South 00°30'49" East 78.89 feet along section line and East 196.75 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the westerly boundary of Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, entry #623451; and running thence along the westerly right-of-way of said Marsac Avenue the following four (4) courses: 1) South 15°43'36" West 119.45 feet to a point on a curve to the right having a radius of 175.00 feet, of which the radius point bears North 74°16'24" West; thence 2) along the arc of said curve 113.64 feet through a central angle of 37°12'27" to a point on a non tangent curve to the right having a radius of 10.00 feet, of which the radius point bears North 37°04'06" West; thence 3) westerly along the arc of said curve 5.37 feet through a central angle of 30°47'13" to a point on a non tangent curve to the left having a radius of 80.00 feet, of which the radius point bears South 06°16'44" East; thence 4) southwesterly along the arc of said curve 91.38 feet through a central angle of 65°26'37" to a point on a non tangent curve to the left having a radius of 360.43 feet, of which the radius point bears South 41°35'39" West; said point being on the northerly boundary of Parcel A, Empire Village Subdivision, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, entry #623454; thence along the northerly boundary of said Parcel A the following two (2) courses: 1) northwesterly along the arc of said curve 95.00 feet through a central angle of 15°06'08"; thence 2) South 79°42'31" West 122.55 feet; thence South 57°01'50" West 193.11 feet; thence North 79°11'55" West 81.19 feet; thence South 75°32'40" West 11.84 feet; thence South 56°44'58" West 34.84 feet; thence South 77°50'55" West 83.11 feet; thence North 58°49'35" West 75.63 feet to a point on a curve to the right having a radius of 300.00 feet, of which the radius point bears North 31°10'25" East; thence along the arc of said curve 6.47 feet through a central angle of 01°14'11"; thence South 64°05'11" West 103.49 feet; thence North 25°54'49" West 112.30 feet; thence South 64°05'11" West 70.70 feet; thence North 25°54'49" West 22.95 feet; thence North 11°17'02" West 59.92 feet to a point on a non tangent curve to the left having a radius of 240.25 feet, of which the radius point bears South 11°17'02" East; thence southwesterly along the arc of said curve 112.50 feet through a central angle of 26°49'42" to a point on a non tangent curve to the right having a radius of 155.02 feet, of which the radius point bears North 26°30'22" West; thence westerly along the arc of said curve 106.81 feet through a central angle of 39°28'36"; thence North 47°33'31" West 64.77 feet; thence North 31°31'14" West 133.05 feet; thence North 54°41'45" East 230.84 feet; thence North 32°10'40" East 138.83 feet; thence North 02°54'42" West 302.23 feet; thence North 78°05'26" East 99.99 feet; thence South 63°03'11" East 163.55 feet; thence North 85°22'37" East 142.18 feet; thence North 68°47'11" East 185.20 feet; thence South 43°51'26" East 235.70 feet; thence South 62°01'29" East 202.20 feet; thence South 24°09'48" East 127.44 feet; thence East 68.61 feet; thence South 46°04'15" East 115.10 feet to the point of beginning.

VICINITY / SECTION MAP



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 79°52'21" W	94.35
L2	N 10°07'39" W	88.12
L3	N 34°52'21" E	116.54
L4	N 79°11'55" W	81.19
L5	S 75°32'40" W	11.84
L6	S 56°44'58" W	34.84
L7	S 77°50'55" W	83.11
L8	N 58°49'35" W	75.63
L9	N 11°17'02" W	59.92
L10	N 47°33'31" W	64.77
L11	N 78°05'26" E	99.99
L12	S 90°00'00" E	68.61
L13	N 74°27'02" E	51.51
L14	N 34°48'45" E	17.05
L15	N 79°42'31" E	42.45
L16	S 64°05'11" W	70.70

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	175.00	113.64	37°12'27"
C2	10.00	5.37	30°47'13"
C3	80.00	194.18	139°04'17"
C4	300.00	6.47	1°14'11"
C5	240.25	112.50	26°49'42"
C6	155.02	106.81	39°28'36"
C7	25.00	29.36	67°16'57"
C8	62.50	77.54	71°05'10"
C9	512.50	50.53	5°38'56"
C10	55.00	38.05	39°38'17"
C11	17.00	2.42	8°09'59"
C12	175.00	1.11	0°21'48"



NOTES

1. Lot A consists of PARCEL A of the PARCEL A EMPIRE VILLAGE SUBDIVISION (recorded June 28, 2002, Entry #623454) with certain boundaries removed and relocated as shown on the face of this plat.
2. It is anticipated that the Park City Municipal Corporation Water Line Easement depicted on the face of this plat will be relocated at or about the time construction of improvements on LOT C commences.
3. It is anticipated that the existing Snyderville Basin Water Reclamation District Sewer Line Easement depicted on the face of this plat will be relocated at or about the time construction of improvements on LOT C commences.
4. It is anticipated that the Jordanelle Special Service District Access Easement depicted on the face of this plat will be relocated at or about the time construction of improvements on LOT C commences.
5. It is anticipated that the Deer Valley Resort Company Driveway Easement depicted on the face of this plat will be vacated or relocated at or about the time of construction of improvements on LOT C commences.
6. Wastewater service to Lot B is not available.
7. A 10' snow storage easement is hereby dedicated along the frontage of Marsac Avenue.
8. (9200) Marsac Avenue street address
9. All conditions of approval of the Empire Pass Master Planned Development and the Pod B-2 Master Planned Development shall continue to apply.
10. No remnant parcel created hereby is separately buildable.
11. No building permits shall be issued on Lot C until the Revised Technical Reports on Mine Soils Hazard Mitigation (Exhibit 1 of the Technical Reports), evidence of Mine Site Reclamation pursuant to Section 2.2.1.6 of the Development Agreement, as amended, and the Emergency Response Plan (Exhibit 7 of the Technical Reports) shall have been approved by the Chief Building Official.

PARCEL B-2
EMPIRE VILLAGE SUBDIVISION

INCLUDING THE AMENDMENT AND CONSOLIDATION OF FORMER PARCEL A EMPIRE VILLAGE SUBDIVISION

A SUBDIVISION LOCATED IN THE WEST ½
OF SECTION 28, AND THE EAST ½ OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN

CONSENT TO RECORD

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Trust Deed Beneficiary, in its capacity as Administrative Agent on behalf of and for the benefit of lenders, hereby consents to the recordation of this plat.

Executed this 15th day of May, 2007.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
Real Estate Group

By: _____
Shaun Nielson

ACKNOWLEDGMENT

State of Utah :
ss:
County of Salt Lake :

On the 15th day of May, 2007, personally appeared before me, Shaun Nielson who being by me duly sworn, did say that he is the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, Real Estate Group, and that the within and foregoing Consent to Record was signed on behalf of said company and did acknowledge to me that said company executed the same.

Notary Public in and for the State of Utah — Corrie J. Hoggan, Printed Name

Residing in: Oakley, UT — My commission expires: 10-11-07

NOTARY PUBLIC STATE OF UTAH My Commission Expires October 11, 2007 CORRIE J. HOGGAN 4549 N5132 Oakley, Utah 84055

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned is an Owner of the herein described tracts of land and hereby causes the same to be divided into lots together with easements and public rights-of-way as set forth on the plat, hereafter to be known as PARCEL B-2 EMPIRE VILLAGE SUBDIVISION.

Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use, and eventual replacement.

The owner or its representative, hereby irrevocably offers for dedication to the City of Park City all the streets land for local government uses, easements, parks, required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication.

In witness whereof the undersigned has set his hand on this 15th day of May, 2007.

MOUNTAIN DEVELOPMENTS I, INC., a DELAWARE CORPORATION
A Delaware corporation

BY: _____ TITLE: AUTHORIZED SIGNING OFFICER
DAVID J. SMITH

ACKNOWLEDGMENT

State of Utah :
ss:
County of Summit :

This instrument was acknowledged before me this 15th day of May, 2007 by DAVID J. SMITH, the AUTHOIZED SIGNING OFFICER of MOUNTAIN DEVELOPMENTS I, Inc, a Delaware Corporation, that he signed the foregoing Owner's Consent to Record on behalf of the corporation with full authority of its bylaws.

A Notary Public commissioned in Utah — Corrie J. Hoggan, Printed Name

Residing in: Oakley, UT — My commission expires: 10-11-07

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that the undersigned is the Owner of the herein described tract of land, and hereby causes the same to be divided into lots together with easements and public rights-of-way as set forth on the plat, hereafter to be known as PARCEL B-2 EMPIRE VILLAGE SUBDIVISION.

Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use, and eventual replacement.

The owner, or his/her representative, hereby irrevocably offer for dedication to the City of Park City all the streets land for local government uses, easements, parks, required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication.

In witness whereof the undersigned has set his hand on this 16th day of May, 2007.

DEER VALLEY RESORT COMPANY, a Utah Limited Partnership,
By: ROYAL STREET OF UTAH, a General Partner

Robert W. Wells, Vice President

NOTARY PUBLIC STATE OF UTAH My Commission Expires October 11, 2007 CORRIE J. HOGGAN 4549 N5132 Oakley, Utah 84055

ACKNOWLEDGMENT

State of Utah :
ss:
County of Summit :

This instrument was acknowledged before me this 16th day of May, 2007 by ROBERT W. WELLS, the Vice President of ROYAL STREET OF UTAH, a Utah Corporation, that he signed the foregoing Owner's Consent to Record on behalf of the corporation with full authority of its bylaws.

A Notary Public commissioned in Utah — Corrie J. Hoggan, Printed Name

Residing in: Oakley, Utah — My commission expires: 10-11-07

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that the undersigned is the Owner of the herein described tract of land, and hereby causes the same to be divided into lots together with easements and public rights-of-way as set forth on the plat, hereafter to be known as PARCEL B-2 EMPIRE VILLAGE SUBDIVISION.

Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use, and eventual replacement.

The owner, or his/her representative, hereby irrevocably offer for dedication to the City of Park City all the streets land for local government uses, easements, parks, required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication.

In witness whereof the undersigned has set its hand on this 16 day of May, 2007.

JORDANELLE SPECIAL SERVICE DISTRICT
By: _____

NOTARY PUBLIC STATE OF UTAH My Commission Expires October 11, 2007 CORRIE J. HOGGAN 4549 N5132 Oakley, Utah 84055

ACKNOWLEDGMENT

State of Utah :
ss:
County of Wasatch :

This instrument was acknowledged before me this 16th day of March, 2007 by Dan Matthews, the Manager of JORDANELLE SPECIAL SERVICE DISTRICT and that he signed the foregoing Owner's Consent to Record on behalf of the corporation with full authority of its bylaws.

A Notary Public commissioned in Utah — Corrie J. Hoggan, Printed Name

Residing in: Oakley, Utah — My commission expires: 10-11-07

5/15/07 — JOB NO.:1-1-01 FILE:X:\Empire\dwg\Talisker\plat\pod b2_01-23-07.dwg

Alliance Engineering Inc
(435) 649-9467-PHONE
(435) 649-9475-FAX
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 15th DAY OF May, 2007 A.D.
BY _____ S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 14th DAY OF MARCH, 2007 A.D.
BY _____ CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 12TH DAY OF MAY, 2007 A.D.
BY _____ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 22nd DAY OF May, 2007 A.D.
BY _____ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 29th DAY OF MARCH, 2007 A.D.
BY _____ PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 29th DAY OF MARCH, 2007 A.D.
BY _____ MAYOR

RECORDED #814198
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Coalition Title
DATE 5-23-07 TIME 3:28 p.m. BOOK ____ PAGE ____
$33.00 FEE — RECORDER

Ordinance 2017-07

AN ORDINANCE APPROVING THE B2 EAST SUBDIVISION, LOCATED WITHIN THE POD B-2 EMPIRE PASS MASTER PLANNED DEVELOPMENTAT 9300 MARSAC AVENUE, PARK CITY, UTAH.

WHEREAS, owners of the property known as Pod B2 East, located at 9300 Marsac Avenue in Park City, Utah, have petitioned the City Council for approval of a final subdivision plat; and

WHEREAS, legal notice of the public hearing was published in the Park Record and on the Utah Public Notice website on November 26th and December 28th, 2016, and January 21, 2017, and the property was posted on November 30, 2016, according to the requirements of the Land Management Code; and

WHEREAS, courtesy notice was sent to surrounding property owners on November 30, 2016, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held public hearings on December 14, 2016, and January 11th and February 8th, 2017, to receive input on the subdivision plat; and

WHEREAS, the Planning Commission, on February 8, 2017, forwarded a positive recommendation to the City Council; and,

WHEREAS, on March 9, 2017, City Council held a public hearing on the subdivision plat; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the B2 East Subdivision plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 9300 Marsac Avenue.
2. The zoning is Residential Development (RD) within Flagstaff Mountain Resort Annexation and the Village at Empire Pass B2 MPD (RD-MPD).
3. On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the Flagstaff Mountain area.
4. Resolution 20-99 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use, maximum

densities, timing of development, development approval process, as well as development conditions and amenities for each parcel.

5. The Flagstaff Development Agreement was subsequently amended and recorded in March of 2007.
6. The Development Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village.
7. The Mountain Village is further constrained to a maximum density of 785 UE configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units do not exceed 60. The Mountain Village is allowed 16 single family home sites. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A).
8. There are currently 588.742 UE (382 multi-family units) platted within the Village at Empire Pass (Pods A, B1 and B2).
9. With approval of 81 UE (and up to a total of 70 multi-family condominium units) on Lot 1 of the B2 East Subdivision, there will be 669.742 UE platted, 452 (or fewer) units platted, and 57% of the units of Pods A, B1 and B2 will be located within Pod A. The numbers for UE and units do not include the UE and units proposed on the Village North Subdivision under concurrent review. There would then be 88.258 UE and 98 units available for the Village North subdivision, as well as for the un-built Tower Residential (Building One of the Village at Empire Pass MPD).
10. On March 14, 2007, the Planning Commission approved a Master Planned Development for Pod B2 at Empire Pass. The MPD approved 192 hotel rooms utilizing 69.6 Unit Equivalents (UE) and 94 hotel condominiums utilizing 114 UE, on the west side parcel (Montage Resort and Spa). An additional 81 UE of residential condominiums were assigned to the B2 East parcel.
11. The Pod B2 MPD approved Resort Support Commercial uses for the 35,000 sf of Spa space and 28,059 sf for restaurants, bar, and retail space. The MPD approved 15,000 sf of meeting/conference space and lounge area based on the floor area of the building, not including the parking garage. The Pod B2 MPD describes findings and conditions for development of Pod B2, and includes language related to the location of allowed parking for the Empire Day Lodge.
12. The Development Agreement allows a total maximum of 75,000 sf of MPD Resort Support Commercial floor area within Pods A, B1 and B2.
13. The Tower Club CUP in Pod A includes 2,264 sf of private dining room, kitchen and store and was approved for an amendment to the CUP for a dining room addition of 1,115 sf. The Tower Club CUP is approved for 3,379 sf of MPD Resort Support Commercial.
14. The Grand Lodge Condominium plat approved a total of 1,275 sf of MPD Resort Support Commercial.
15. There exists a total of 7,287 sf of unallocated Resort Support Commercial that can be allocated within the Village MPD to Pods A, B1, and B2. With approval of the proposed application, 3,600 sf of Resort Support Commercial will be allocated to Lot 1, leaving a balance of 3,687 sf unallocated Resort Support Commercial available under the Flagstaff Development Agreement.
16. Accounting of the support commercial, residential accessory space, and support meeting space is finalized at the time of review of the Conditional Use Permit and

memorialized in the final condominium plat(s).

17. On March 29, 2007, the City Council approved the Parcel B-2 Empire Village Subdivision creating three lots of record for Parcel B-2 (West). The Parcel B-2 Empire Village Subdivision amended and consolidated parcel A of the prior Empire Village Subdivision for the Empire Day Lodge and created Lot B, site of the Daly West head frame and access to JSSD underground mine tunnels, and Lot C, site of the Montage Resort and Spa CUP.
18. Subject property is a metes and bounds parcel and is not part of the Parcel B-2 Empire Village Subdivision plat.
19. The staff report for the Parcel B-2 Empire Village Subdivision indicates that the Parcel B-2 East would have to be platted to create a legal lot for development of 81 UE of residential condominiums.
20. Parcel B-2 Empire Village Subdivision plat was recorded on May 23, 2007.
21. The proposed B2 East Subdivision plat creates one lot and one parcel for the B-2 East parcel. Lot 1 is 6.91 acres in area and Parcel A is 0.94 acres in area. Total property consists of 7.85 acres.
22. Lot 1 has frontage on Marsac Avenue, a State Highway and utilities are available to the lot. A Line Extension Agreement approval letter was issued by SBWRD on January 24, 2017.
23. All existing and required easements will be recorded on the plat, including utilities, storm drainage, access, snow storage, etc. No changes are proposed to existing streets.
24. Final utility plans are required to be submitted with the Conditional Use Permit based on the proposed configuration of units and buildings. Additional off-site utility easements maybe required and will have to be recorded prior to issuance of building permits.
25. There is an existing curb cut off Marsac Avenue. Any relocation of this curb cut for future buildings requires review and approval by the City Engineer and UDOT.
26. There is no minimum or maximum lot size or lot width in the RD District.
27. All applicable requirements of Land Management Code apply, unless otherwise allowed per the Flagstaff Development Agreement and Pod B2 at Empire Pass MPD.
28. A height exception and building volumetric were approved with the Pod B2 at Empire Pass MPD.
29. The final Mylar plat is required to be approved and signed by the Snyderville Basin Water Reclamation District prior to recordation to ensure that requirements of the District are addressed.
30. Snow storage area is required along public streets and rights-of-way due to the possibility of large amounts of snowfall in this location.
31. In September 2016, the applicant began working under an Administrative Settlement and Order on Consent for Removal Action with the EPA permit to remediate and remove mine soil from the property and to close an old mine shaft/adit on the property. After the mine shaft closure was completed, this work was halted in November 2016 on account of the weather. Some contaminated soil remains on site in the area of the former and remaining parking lot. The adit (a gently sloping shallow tunnel) discovered during the mine shaft closure has been temporarily closed but will require further work at time of building construction.

32. On site affordable housing requirements are required by the Flagstaff Development-Affordable Housing Technical Report. This plat identifies an on-site housing obligation of 4.2 AUE (per requirements of the Affordable Housing Mitigation Plan) to be incorporated into the building (s) and noted on the plat.
33. Requirements of the Flagstaff Development Agreement will be reviewed and verified for compliance during the Conditional Use Permit application review for development of Lot 1. This includes transportation, affordable housing, environmental, transfer fees, construction mitigation, and others as may apply. Some of these obligations are triggered by the number of certificates of occupancy issued.
34. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law

1. There is good cause for this subdivision plat.
2. The subdivision plat is consistent with the Park City Land Management Code and applicable State law regarding subdivisions, the Park City General Plan, and the Empire Pass Pod B-2 Master Planned Development.
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 City Attorney and City Engineer will review and approve the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at Summit 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 written request for an extension is submitted to the City prior to the expiration date and the City Council grants an extension.
3. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain (recorded at Summit County on March 2, 2007), and associated Technical Reports and Agreements, continue to apply.
4. The plat will note that conditions of approval of the Village at Empire Pass Master Planned Development and the Pod B-2 Master Planned Development shall continue to apply.
5. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
6. Non-exclusive public utility easements (PUE) shall be indicated on the plat prior to recordation as approved by the City Engineer and SBWRD, including drainage easements.
7. A financial security to guarantee for the installation of any required public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer.

8. A ten foot (10') wide public snow storage easement is required along the public street frontage of the Lot and Parcel.
9. Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit. A note stating this shall be on the plat.
10. No building permits shall be issued on Lot 1 or Parcel A until the mine shaft has been fully closed and mine soil remediation under EPA supervision has been completed. Prior to issuance of any building permits, documentation certifying the work is complete shall be presented to the Chief Building Official and Planning Director. As part of any building permit submission, property owner shall submit a closure plan for the adit, approved by a geotechnical engineer, and detailing any additional work required in conjunction with building construction in the vicinity of the adit.
11. Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts onto Marsac Avenue, a state highway, is required. If documentation of the existing curb cut does not exist, a new application shall be submitted to UDOT for approval of the curb cut location. This approval shall be submitted to the City Engineer.
12. Any modifications to existing curb cuts for access to Marsac Avenue, a state highway, must be approved by the City Engineer and UDOT.
13. A Conditional Use Permit approval is required prior to issuance of a building permit for the residential building proposed on Lot 1.
14. A final grading and utility plan, including storm water and drainage plans, shall be submitted with the Conditional Use Permit for development on Lot 1, for approval by the City Engineer and SBWRD. No building permits shall be issued until all necessary utility easements are recorded.
15. A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
16. Requirements of the affordable housing mitigation plan shall be addressed with the Conditional Use Permit and condominium plat. A note shall be included on the plat indicated that the development of Lot 1 has an on-site affordable housing obligation of 4.2 AUE, to be consistent with all requirements of the Flagstaff Affordable Housing Mitigation Plan. All deed restricted units shall be identified on the final condominium plat prior to recordation of such plat. Phasing of affordable housing units shall be commensurate with the Certificates of Occupancy for the buildings.
17. Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District. A Line Extension Agreement approval letter was provided by SBWRD on January 24, 2017. The Owner shall be responsible for extending the public wastewater system within Lot 1 according to requirements of the Line Extension Agreement. Easements associated with this agreement are to be depicted on the plat.
18. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
19. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
20. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain

Development Agreement, as amended.

21. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein (e.g. soil and mine remediation to be complete prior to building permit issuance). This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.
22. A Construction Mitigation Plan shall be submitted with the Conditional Use Permit application and in advance of issuing building permits.

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

PASSED AND ADOPTED this 9th day of March, 2017.

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

ATTEST:

Michelle Kellogg, City Recorder

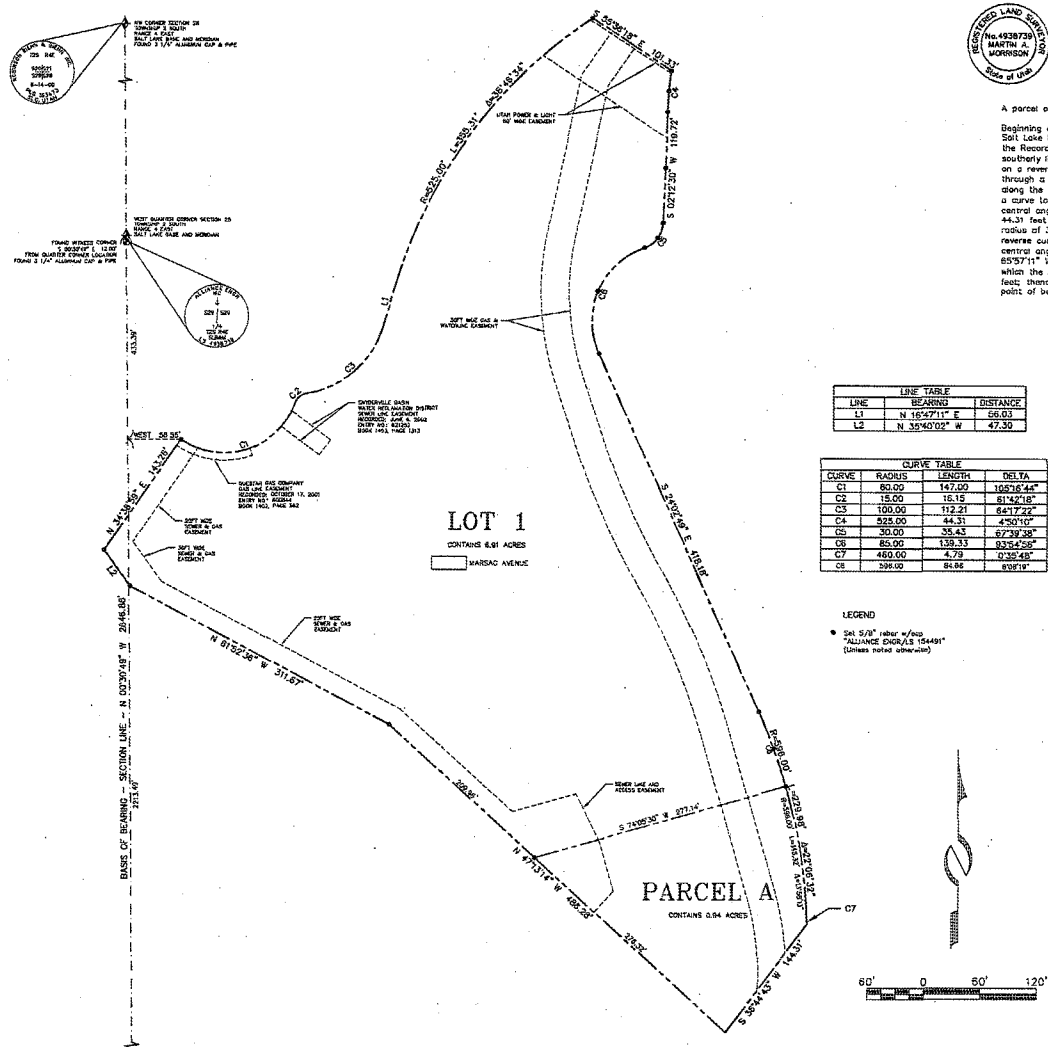
APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Exhibit A – Proposed subdivision plat

EXHIBIT A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 15°47'11" E	56.03
L2	N 39°40'02" W	47.30

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	80.00	147.00	105°16'44"
C2	15.00	16.15	61°42'18"
C3	100.00	112.21	64°17'22"
C4	525.00	44.31	4°50'10"
C5	30.00	35.43	67°39'38"
C6	85.00	139.33	93°54'58"
C7	460.00	4.79	0°35'48"
C8	595.00	84.86	8°08'19"

LEGEND

● Set 5/8" rebar w/cap "ALLIANCE ENGR/LS 154491" (Unless noted otherwise)

SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owners, this Record of Survey map of B2 EAST SUBDIVISION has been prepared under my direction and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTIONS

A parcel of land located in the west half of Section 28 and the southeast quarter of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 00°30'49" West 2213.49 feet along Section Line and East 56.55 feet from the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the southerly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the Recorder, Summit County, Utah, and on a curve to the left having a radius of 80.00 feet, of which the radius point bears North 54°38'59" East; and running thence along the southerly line of the Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 147.00 feet through a central angle of 105°16'44" to a point on a reverse curve to the right having a radius of 15.00 feet, of which the radius point bears South 70°37'45" East; thence 2) northeasterly along the arc of said curve 16.15 feet through a central angle of 61°42'18" to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears North 08°55'27" West; thence 3) northeasterly along the arc of said curve 112.21 feet (chord bears North 48°55'52" East 106.41 feet) through a central angle of 64°17'22", thence 4) North 16°47'11" East 56.03 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12'49" East; thence 5) northeasterly along the arc of said curve 355.31 feet through a central angle of 38°46'34"; thence South 55°36'18" East 101.33 feet to a point on a curve to the left having a radius of 525.00 feet; thence southerly along the arc of said curve 44.31 feet (chord bears South 04°37'35" West 44.30 feet) through a central angle of 4°50'10"; thence South 02°12'30" West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47'30" West; thence southerly along the arc of said curve 35.43 feet through a central angle of 67°39'38" to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius point bears South 20°07'52" East; thence southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54'58"; thence South 24°02'49" East 418.18 feet to a point on a curve to the right having a radius of 595.00 feet, of which the radius point bears South 65°57'11" West; thence along the arc of said curve 229.98 feet through a central angle of 22°08'32" to a point of compound curve to the right having a radius of 460.00 feet, of which the radius point bears South 88°03'42" West; thence southerly along the arc of said curve 4.79 feet through a central angle of 00°35'48"; thence South 36°14'43" West 144.31 feet; thence North 47°13'14" West 486.28 feet; thence North 61°52'36" West 311.67 feet; thence North 35°40'02" West 47.30 feet; thence North 54°38'59" East 143.28 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, the undersigned owner of the herein described tract of land, to be known hereafter as B2 EAST SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this _____ day of _____, 2016.

REDUS Park City LLC, a Delaware limited liability company

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

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State of _____
ss:
County of _____:

On this _____ day of _____, 2016, _____ personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, _____ acknowledged to me that he is an authorized signatory of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

NOTES:

1. This plat is subject to the Conditions of Approval in Ordinance 2016-____.
2. Wastewater service to B2 East Subdivision shall be provided by The Snyderville Basin Water Reclamation District ("District"). A Line Extension Agreement with the District may be required for Lot 1. If necessary, it shall be the responsibility of the Owner to extend the public wastewater system with Lot 1 according to the requirements of the Line Extension Agreement.
3. Conditional use permit approval will be required prior to construction on Lot 1.
4. A declaration of condominium and a recorded condominium map will be required for the purpose of the sale of individual units within the single development lot shown hereon.
5. The lot and parcel described on this plat are subject to the Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel and Iron Mountain dated as of March 2, 2007, and recorded on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"). By separate Declaration of Development Covenants, recorded _____ as Entry No. _____ in the official records of the Summit County Recorder, Lot 1 has been allocated the right to develop 81 Unit Equivalents within 70 multifamily dwelling units and the obligation to locate 4.2 Affordable Unit Equivalents thereon, as each of those capitalized terms is defined in the Development Agreement. Declaration of Development allocates a maximum of 3,600 square feet (3.6 commercial Unit Equivalents) for Resort Support Commercial within Lot 1. The foregoing confirmation of the allocation of commercial Unit Equivalents does not include the 5% additional support commercial allowed by existing codes, which number shall be determined and added to the entitlement for Lot 1 at such time as the owner of Lot 1 obtains a conditional use permit approval. No Unit Equivalents will be allocated to Parcel A as Parcel A is to be used in connection with resort and similar activities.
6. Owners and potential buyers of any parcel, unit or land within the lot or parcel depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, snowboarders, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.
7. The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each lot or unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
8. [Utility Easement dedication – await comments from PCMC regarding Waterline]
9. The property is located within a water source protection zone. All sewer construction must comply with the State of Utah drinking water regulations.
10. A 10' snow storage easement is hereby dedicated to the Master Association along the frontage of the single development lot depicted hereon.
11. Fire sprinklers will be required within all dwellings constructed on the single development lot depicted hereon.

B2 EAST SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-B2 East.dwg

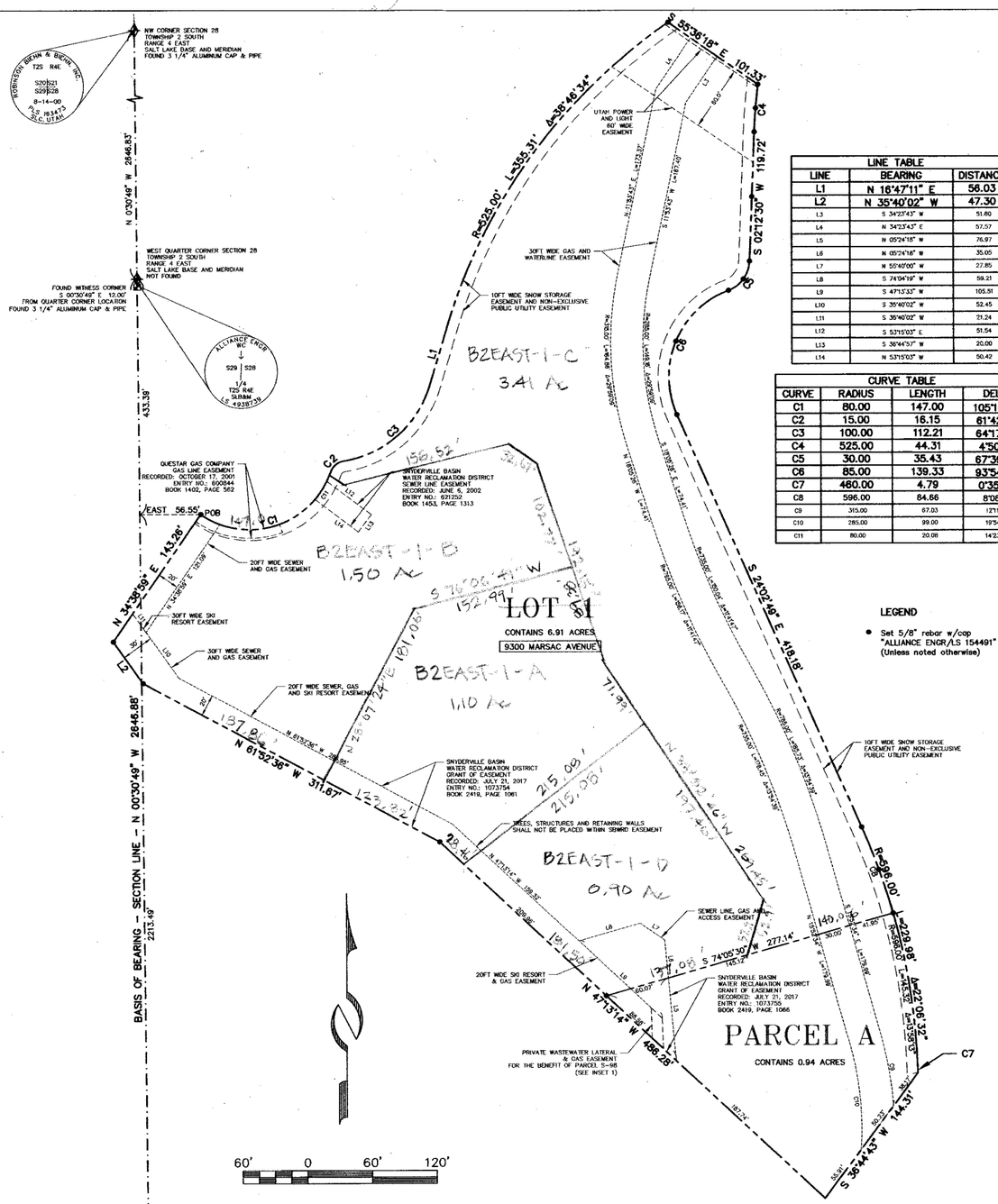
(435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 333 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2017 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2016 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2017 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2017 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2017 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2017 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ FEE _____ RECORDER

PRIOR SERIAL #'S PCA-D-98-GG-1

NEW SERIAL #'S B2EAST-LOT

NOTES:

1. This plat is subject to the Conditions of Approval in Ordinance 2017-07.
2. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain recorded at Summit County on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"), and associated technical reports and agreements, continue to apply.
3. Conditions of approval of the Village at Empire Pass Master Planned Development, approved July 28, 2004, and the Pod B-2 at Empire Pass Master Planned Development, approved March 14, 2007, shall continue to apply.
4. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
5. Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit.
6. No building permits shall be issued on Lot 1 or Parcel A until the mine shaft has been fully closed and mine soil remediation under EPA supervision has been completed. Prior to issuance of any building permits, documentation certifying the work is complete shall be presented to the Chief Building Official and Planning Director. As part of any building permit submission, property owner shall submit a closure plan for the adit, approved by a geotechnical engineer, and detailing any additional work required in conjunction with building construction in the vicinity of the adit.
7. Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.
8. A conditional use permit approval is required prior to issuance of a building permit for any residential building proposed on Lot 1. A construction mitigation plan shall be submitted with the conditional use permit application and in advance of issuing building permits. Parcel A is not a development lot.
9. A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
10. Lot 1 is subject to the Declaration of Development Covenants, recorded 3/6/18 as Entry No. 1087491 in the official records of the Summit County Recorder. Lot 1 has an on-site affordable housing obligation of 4.2 Affordable Unit Equivalents as defined in the Development Agreement. All deed restricted units shall be identified on the final condominium plat prior to recordation of such plat. Phasing of affordable housing units shall be commensurate with the certificates of occupancy for the buildings.
11. Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District ("SBWRD"). A Line Extension Agreement approval letter was provided by SBWRD on January 24, 2017, in connection with that certain Line Extension Agreement for Public Wastewater System dated January 23, 2017 (the "Line Extension Agreement"). The owner shall be responsible for extending the public wastewater system within Lot 1 according to requirements of the Line Extension Agreement. Easements associated with the Line Extension Agreement are depicted on the plat.
12. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
13. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
14. The Empire Pass Master Owners Association, Inc. (the "Master Association"), together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass (as amended the "Master Declaration") requires the membership of each lot or unit owner. Members are subject to the terms of the Master Association's articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
15. Requirements and obligations of the Development Agreement, as applicable to this property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein. This includes number of shuttles in operation, collection mechanism for real estate reinvestment fees, and all other such obligations as are outlined in the Development Agreement. Per that certain Acknowledgement and Waiver [Marsac 100] dated November 30, 2017 by Park City Municipal Corporation, a political subdivision of the State of Utah ("PCMC") and that certain Acknowledgement and Waiver [Mine Bench] dated November 30, 2017 by PCMC, obligations under the Development Agreement for off-site affordable housing and gondola payments have been deemed satisfied, terminated, and fulfilled.
16. Owners and potential buyers of any parcel, unit or land within the lot or parcel depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, snowboarders, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°47'11" E	56.03
L2	N 35°40'02" W	47.30
L3	S 34°23'43" W	51.80
L4	N 34°23'43" E	57.57
L5	N 05°24'18" W	76.97
L6	N 05°24'18" W	35.05
L7	N 50°40'00" W	27.85
L8	S 74°04'19" W	59.21
L9	S 47°13'33" W	105.51
L10	S 35°40'02" W	52.45
L11	S 35°40'02" W	21.24
L12	S 53°15'03" E	51.54
L13	S 36°44'57" W	20.00
L14	N 53°15'03" W	50.42

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	80.00	147.00	105°16'44"
C2	15.00	16.15	61°42'18"
C3	100.00	112.21	64°17'22"
C4	525.00	44.31	4°50'10"
C5	30.00	35.43	67°39'38"
C6	85.00	139.33	93°54'58"
C7	460.00	4.79	0°35'48"
C8	596.00	84.66	8°08'19"
C9	315.00	67.83	12°19'33"
C10	285.00	99.00	19°54'12"
C11	80.00	20.08	14°23'02"

B2 EAST SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PROFESSIONAL LAND SURVEYOR No.7248891 CHARLES GALATI 2/26/2018 State of Utah

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891, as prescribed by the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and parcels together with easements, hereafter to be known as B2 EAST SUBDIVISION and that the same has been, to the best of my knowledge, correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

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

Beginning at a point that is North 00°30'49" West 2213.49 feet along Section Line and East 56.55 feet from the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the southerly line of the Marsac Avenue Right of Way, according to the official plat thereof on file and of record in the office of the Recorder, Summit County, Utah, and on a curve to the left having a radius of 80.00 feet, of which the radius point bears North 34°38'59" East; and running thence along the southerly line of the Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 147.00 feet through a central angle of 105°16'44" to a point on a reverse curve to the right having a radius of 15.00 feet, of which the radius point bears South 70°37'45" East; thence 2) northeasterly along the arc of said curve 16.15 feet through a central angle of 61°42'18" to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears North 08°55'27" West; thence 3) northeasterly along the arc of said curve 112.21 feet (chord bears North 48°55'52" East 106.41 feet) through a central angle of 64°17'22"; thence 4) North 16°47'11" East 56.03 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12'49" East; thence 5) northeasterly along the arc of said curve 355.31 feet through a central angle of 38°46'34"; thence South 55°36'18" East 101.33 feet to a point on a curve to the left having a radius of 525.00 feet; thence southerly along the arc of said curve 44.31 feet (chord bears South 04°37'35" West 44.30 feet) through a central angle of 4°50'10"; thence South 02°12'30" West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47'30" West; thence southerly along the arc of said curve 35.43 feet through a central angle of 67°39'38" to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius point bears South 20°07'52" East; thence southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54'58"; thence South 24°02'49" East 418.18 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 65°57'11" West; thence along the arc of said curve 229.98 feet through a central angle of 22°06'32" to a point of compound curve to the right having a radius of 460.00 feet, of which the radius point bears South 88°03'42" West; thence southerly along the arc of said curve 4.79 feet through a central angle of 00°35'48"; thence South 36°44'43" West 144.31 feet; thence North 47°13'14" West 486.28 feet; thence North 61°52'36" West 311.67 feet; thence North 35°40'02" West 47.30 feet; thence North 34°38'59" East 143.26 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, a Delaware limited liability company, the undersigned owner of the herein described tract of land to be known hereafter as B2 EAST SUBDIVISION, does hereby certify that it has caused this Plat to be prepared and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements and required utilities shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 26 day of Feb., 2018.

REDUS Park City LLC,
a Delaware limited liability company

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

By: _____
David Ash, Sr. Vice President

ACKNOWLEDGMENT

State of Utah :
ss:
County of Summit :

On this 26 day of Feb., 2018, David Ash personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say the he is the Sr. Vice President of Redus Properties, Inc., a Delaware corporation, and that said document was signed by him on behalf of said corporation by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the Subdivision Plat.

_____
A Notary Public commissioned in Utah

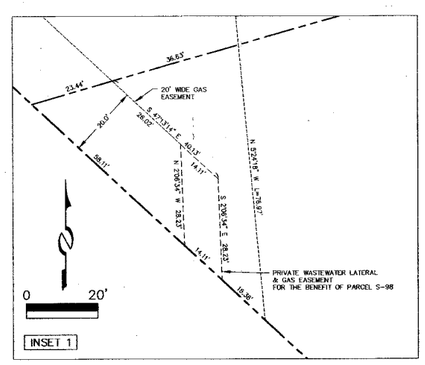
Notary Public
CRAIG R. RODMAN
Commission # 678353
My Commission Expires
August 12, 2019
State of Utah

Craig R. Rodman
Printed Name

Residing in: Park City, UT

My commission expires: 8/12/2018

Commission No. 678353



SHEET 1 OF 1

2/26/18 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-B2 East.dwg

(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT: REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 6th DAY OF February, 2018 BY S.B.W.R.D.	PLANNING COMMISSION: APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 8TH DAY OF FEBRUARY, 2017 BY _____ VICE - CHAIR	ENGINEER'S CERTIFICATE: I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 2nd DAY OF March, 2018 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM: APPROVED AS TO FORM THIS 2nd DAY OF March, 2018 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE: APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 9TH OF MARCH, 2017 BY _____ MAYOR	CERTIFICATE OF ATTEST: I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS 9TH DAY OF MARCH, 2017 BY _____ PARK CITY RECORDER	RECORDED: STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF REDUS PARK CITY LLC FEE $32.00 RECORDER DATE 3/7/2018 TIME 8:19AM ENTRY NO. 1081638

B2 EAST SUBDIVISION

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8
1595 Wynkoop Street
Denver, CO 80202-1129
Phone 800-227-8917
www.epa.gov/region08

Ref: EPR-ER

Douglas Ogilvy
Redus Park City, LLC
741 Martingale Lane
Park City, UT 84098

Re: Mazeppah Mine Waste Site – Administrative Settlement Agreement and Order on Consent for Removal Action (CERCLA Docket No. 08-2016-0007) (Settlement Agreement)

August 13, 2018

Dear Sir:

Pursuant to Paragraph 95 of the above-mentioned Settlement Agreement, this letter is provided as a Notice of Completion of the Removal Action at the Mazeppah Mine Waste Site. As stated in Paragraph 95, this letter does not conclude any continuing obligations existing under the Settlement Agreement, including payment of oversight costs. Notwithstanding the continuing obligations, EPA has received and reviewed the Mazeppah Mine Waste Site Final Report dated July 11, 2018. All work at the Site has been fully performed in accordance with the Settlement Agreement and workplan.

It has been a pleasure working with you on this project. If you have any questions regarding the completion notice, please don't hesitate to contact me at 303-312-6963.

Sincerely,

Martin McComb
Federal On-Scene Coordinator
Emergency Response Unit

Printed on Recycled Paper

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

C0.01

Montage Resort and Spa at Deer Valley

B-2 MPD Village Master Plan at Empire Pass

PARK CITY, UTAH

April 24, 2006

SHEET INDEX

A	0.01	SHEET INDEX
A	1.01	PERSPECTIVE B2-W AND B2-E FROM SKI AREA
A	1.02	PERSPECTIVE B2-W HOTEL APPROACH
L	1.01	CONCEPTUAL LANDSCAPE PLAN
LW	1.02	SITE SECTION AT HOTEL B2-W
AW	3.01	VOLUMETRICS PLAN HOTEL B2-W
AW	3.02	VOLUMETRICS PLAN VIEW EAST - HOTEL B2-W
AW	3.03	VOLUMETRICS PLAN VIEW NORTH - HOTEL B2-W
AW	3.04	VOLUMETRICS PLAN VIEW WEST - HOTEL B2-W
AW	3.05	VOLUMETRICS PLAN VIEW SOUTH - HOTEL B2-W
AE	3.06	VOLUMETRICS PLAN CONDOMINIUM B2-E
AE	3.07	VOLUMETRICS PLAN VIEW NORTH - CONDOMINIUM B2-E
AE	3.08	VOLUMETRICS PLAN VIEW SOUTH - CONDOMINIUM B2-E
C	1.01	SITE PLAN & VICINITY MAP
C	1.02	B2 WEST & B2 EAST CONCEPT UTILITY PLAN

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

A 001

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PERSPECTIVE B2-W AND B2-E FROM SKI AREA

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Montage Resort and Spa at Deer Valley

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Project No.:	03006
Date:	APRIL 24 2006
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Sheet No.:	A101

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PERSPECTIVE B2-W HOTEL APPROACH

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Project No.: 03008
Date: APRIL 24 2006
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Sheet No.: A102

CONCEPTUAL LANDSCAPE PLAN

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TERRASAN
PLANNING & LANDSCAPE ARCHITECTURE
1600 GILPIN STREET
DENVER, CO 80218
Tel (303)331-1717
Fax (303)331-1615

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

L 1.01

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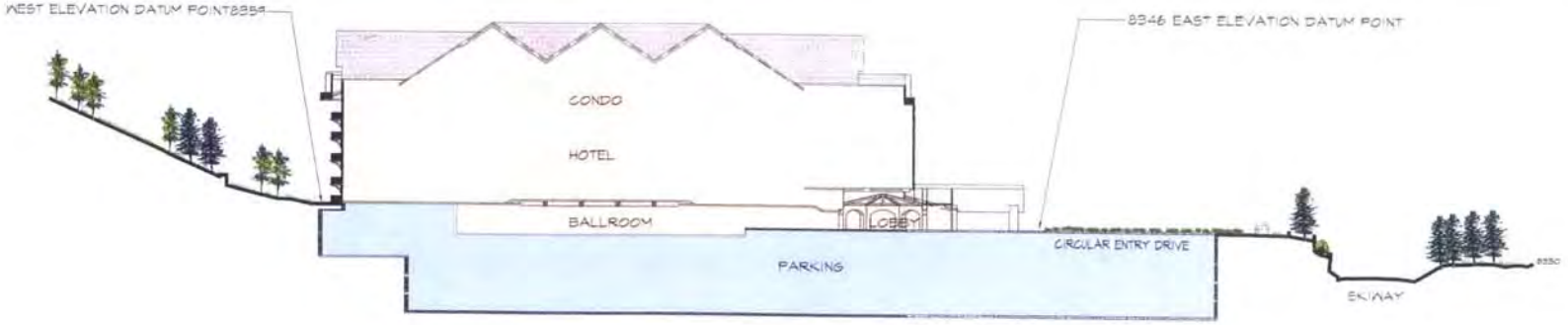
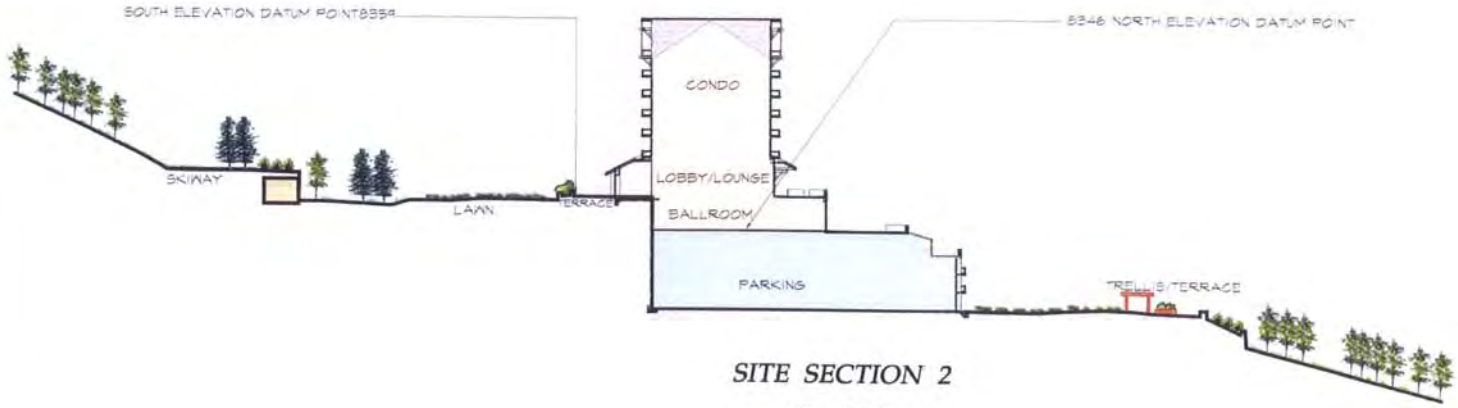


SITE SECTION 1

1" = 30'-0"



SITE SECTION 2

1" = 30'-0"

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PLANNING & LANDSCAPE ARCHITECTURE
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MONTAGE RESORT AND SPA AT DEER VALLEY

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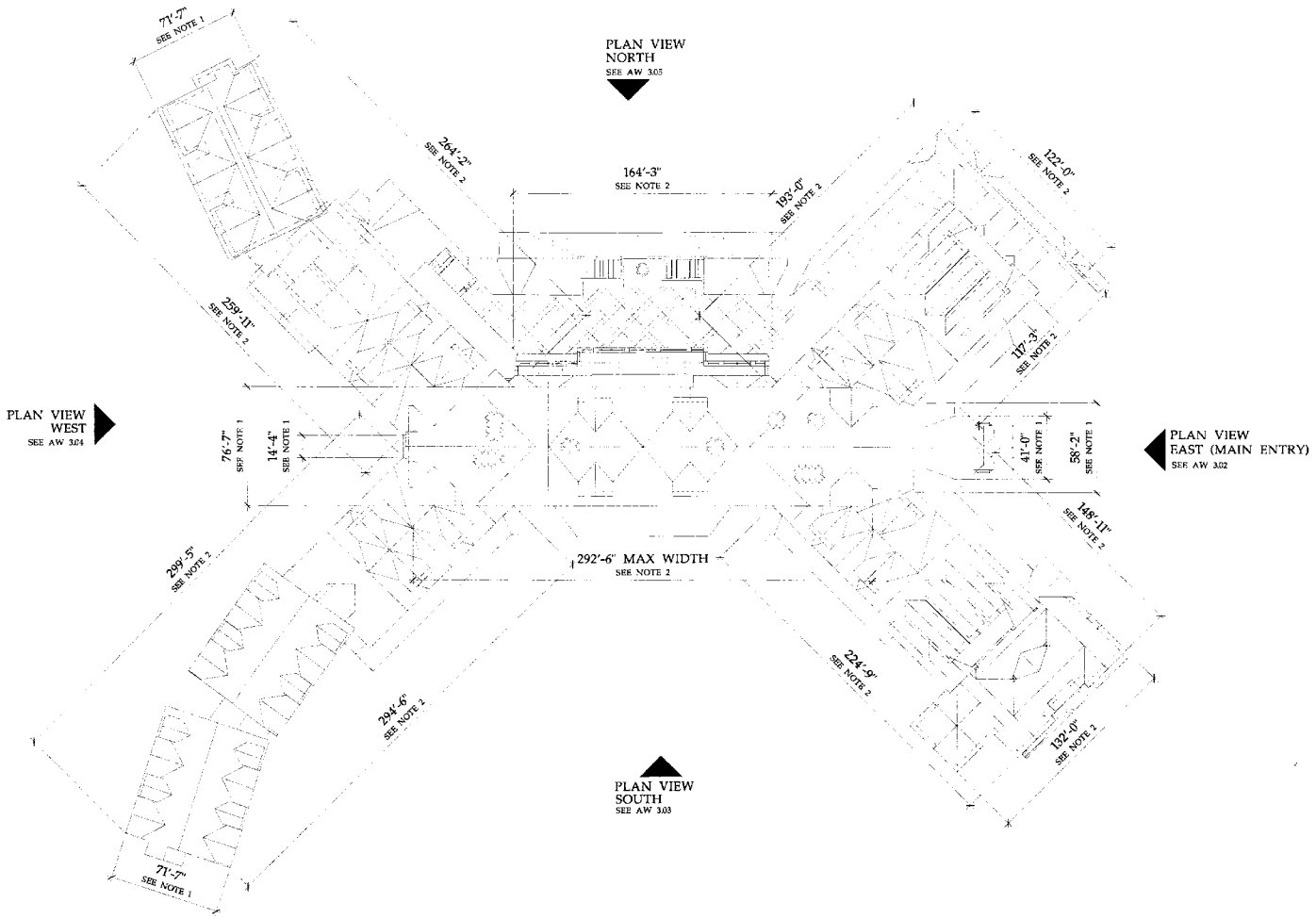
LW102



FACADE LENGTH AND VARIATIONS NOTES

1. Structures greater than sixty feet (60'), but less than 120 feet in length must exhibit a prominent shift in the facade of the Structure so that no greater than seventy five percent (75%) of the length of the Building Facade appears unbroken. Each shift shall be in the form of either a ten foot (10') change in Building Facade alignment or a ten foot (10') change in roof line height, or a combined change in facade and roof line totaling ten feet (10').

2. Structures which exceed 120 feet in length on any facade shall provide a prominent shift in the mass of the Structure at each 120 foot interval, or less if the Developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen foot (15') change in Building Facade alignment or a fifteen foot (15') change in roof line. A combination of both a roof line and facade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.

VOLUMETRICS
OVERALL PLAN VIEW

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No: 0.0608
Date: APRIL 24 2006
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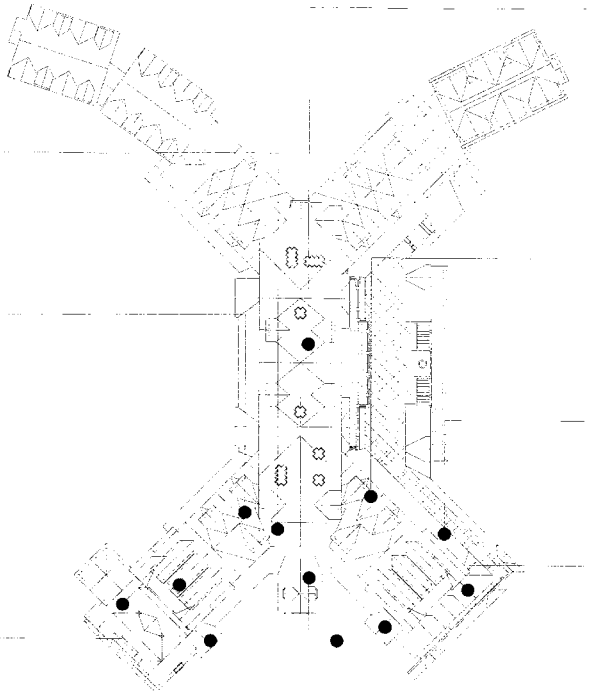

12% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVEL RESIDENTIAL
2 LEVEL HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 92')

27% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVELS B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 85')

11% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL DINING
1 LEVEL B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 24')

11% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVEL RESIDENTIAL
2 LEVEL HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 76')

(PERCENT INCLUDED IN LOWER ADJACENT MASSING)
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 114')
*ELEVATORS OVERRUN IN THE FORM OF CHIMNEY ELEMENTS AND ARE NOT REPRESENTED IN THE MAX HEIGHT

27% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 85')

11% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 16')

11% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 23')
SITS ON HILL, GRADE SLOPES DOWN 45',
EFFECTIVE HEIGHT 73'

FACADE LENGTH AND VARIATIONS :
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale.

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point at the Entry.

EAST MASSING
DATUM POINT
(EL. 8346')

EAST MASSING

VOLUMETRICS
PLAN VIEW EAST

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No: 10708
Date: APRIL 24 2006
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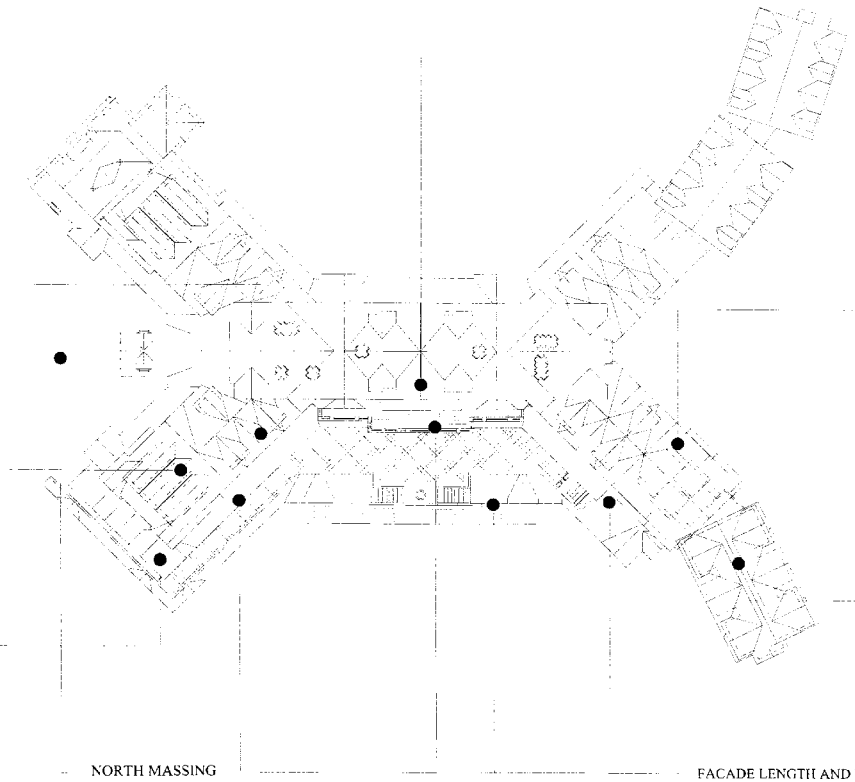
Sheet No: AW 3.02

25% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
1 LEVEL HOTEL SUITES
2 LEVELS HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA
3 LEVELS HOTEL SUITES
(MAX HT. 114')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
4 LEVELS HOTEL SUITES
(MAX HT. 85')

10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
4 LEVELS HOTEL SUITES
(MAX HT. 76')

5% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL PUBLIC AREA
4 LEVELS HOTEL SUITES
(MAX HT. 23')



10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA
3 LEVELS HOTEL SUITES
(MAX HT. 85')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
4 LEVELS HOTEL SUITE
(MAX HT. 92')

NORTH MASSING
DATUM POINT
(EL. 8346')

NORTH MASSING

FACADE LENGTH AND VARIATIONS:
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale.
(Major balconies, Entry gables, Spa skylight)

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point at the Entry.

VOLUMETRICS
PLAN VIEW NORTH

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Montage Resort and Spa at Deer Valley

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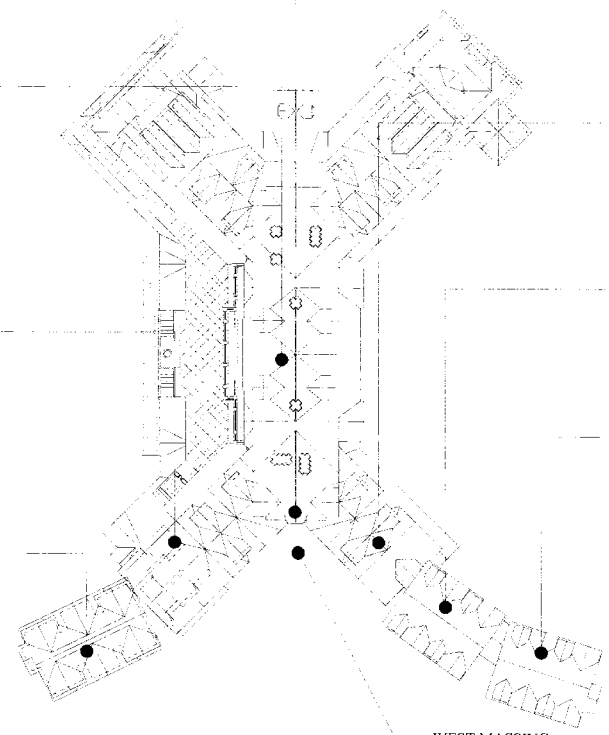
(PERCENT INCLUDED IN LOWER ADJACENT MASSING)
AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
2 LEVELS HOTEL PUBLIC AREA (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 101')

5% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL SUITES (DOWN SLOPE)
1 LEVEL SPA (BELOW GRADE)
(MAX HT. 72')

30% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
4 LEVELS HOTEL SUITES (DOWN SLOPE)
(MAX HT. 79')



WEST MASSING

WEST MASSING
DATUM POINT
(EL. 8359')

(PERCENT INCLUDED IN LOWER ADJCENT MASSING)
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING, B.O.H (BELOW GRADE)
(MAX HT. 97')

45% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
(MAX HT. 72')

5% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTAIL ROOF
2 LEVEL RESIDENTAIL
(MAX HT. 72')

15% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
(MAX HT. 72')

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point.

VOLUMETRICS
PLAN VIEW WEST

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. 02005
Date APRIL 24 2006
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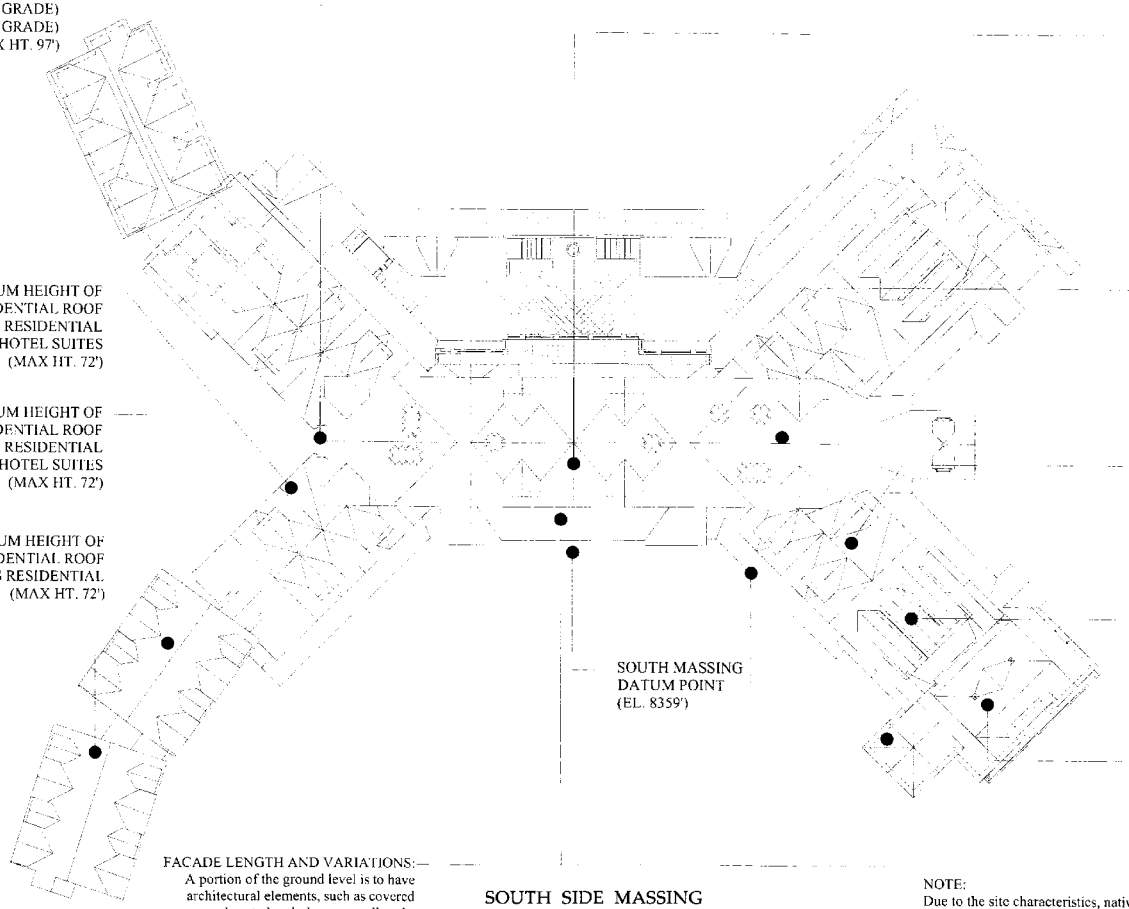
(PERCENT INCLUDED IN ADJACENT MASSING)
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 97')

25% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
(MAX HT. 72')

15% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
1 LEVEL HOTEL SUITES
(MAX HT. 72')

10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
(MAX HT. 72')



SOUTH MASSING
DATUM POINT
(EL. 8359')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVEL HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVEL PARKING, B.O.H/SUITES (BELOW GRADE)
(MAX HT. 101')
*ELEVATORS OVERRUN IN THE FORM OF CHIMNEY ELEMENTS AND ARE NOT REPRESENTED IN MAX HEIGHTS

(PERCENT INCLUDED IN ADJACENT MASSING)
AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT.97')

30% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS SUITES
2 LEVELS B.O.H. (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 72')

10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
2 LEVELS B.O.H. (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 63')

5% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL DINNING
1 LEVEL B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 11')

FACADE LENGTH AND VARIATIONS:—
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale.
(Major balconies, Pool house)

SOUTH SIDE MASSING

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point at the Lobby Terrace

VOLUMETRICS
PLAN VIEW SOUTH

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. 0.0028
Date APRIL 24 2026
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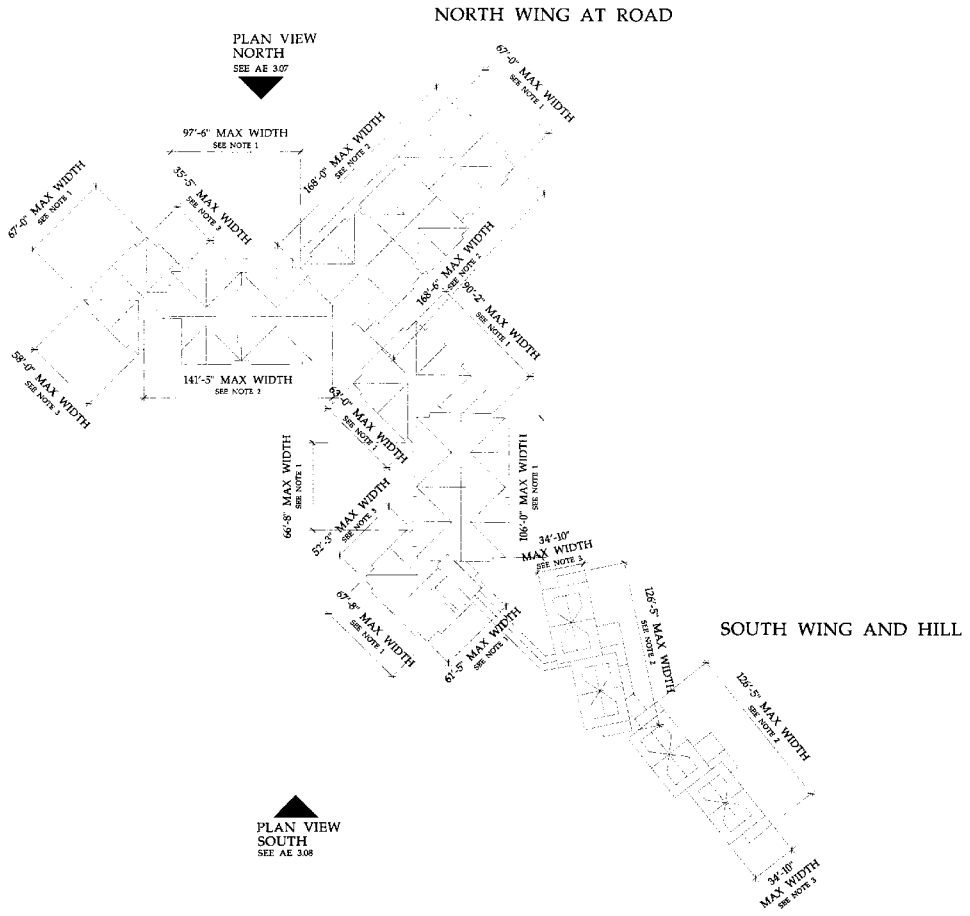

FACADE LENGTH AND VARIATIONS NOTES

1. Structures greater than sixty feet (60'), but less than 120 feet in length must exhibit a prominent shift in the facade of the Structure so that no greater than seventy five percent (75%) of the length of the Building Facade appears unbroken. Each shift shall be in the form of either a ten foot (10') change in Building Facade alignment or a ten foot (10') change in roof line height, or a combined change in facade and roof line totaling ten feet (10').

2. Structures which exceed 120 feet in length on any facade shall provide a prominent shift in the mass of the Structure at each 120 foot interval, or less if the Developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen foot (15') change in Building Facade alignment or a fifteen foot (15') change in roof line. A combination of both a roof line and facade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.

3. No varation required.

VOLUMETRICS
OVERALL PLAN VIEW

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. 0406
Date APRIL 24 2006
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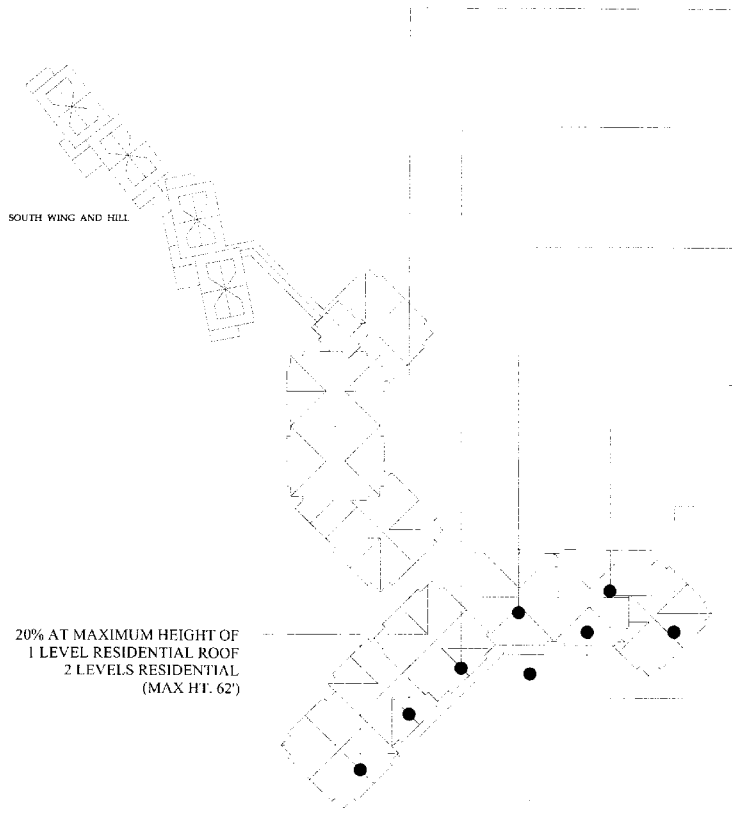

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
1 LEVEL ROOF
2 LEVELS PARKING
(MAX HT. 62')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
2 LEVELS PARKING (BELOW GRADE)
(MAX HT. 72')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
1 LEVEL CLUB-RETAIL
1 LEVEL PARKING (BELOW GRADE)
(MAX HT. 82')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
1 LEVEL CLUB-RETAIL
1 LEVEL PARKING (BELOW GRADE)
(MAX HT. 72')

10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
1 LEVEL RESIDENTIAL
1 LEVEL CLUB-RETAIL
1 LEVEL PARKING (BELOW GRADE)
(MAX HT. 42')

FACADE LENGTH AND VARIATIONS :
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale. (Major balconies, entry clock tower)

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point at the Entry.

NORTH MASSING

CONDO VOLUMETRICS
PLAN VIEW NORTH

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Montage Resort and Spa at Deer Valley

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Project No. 03058
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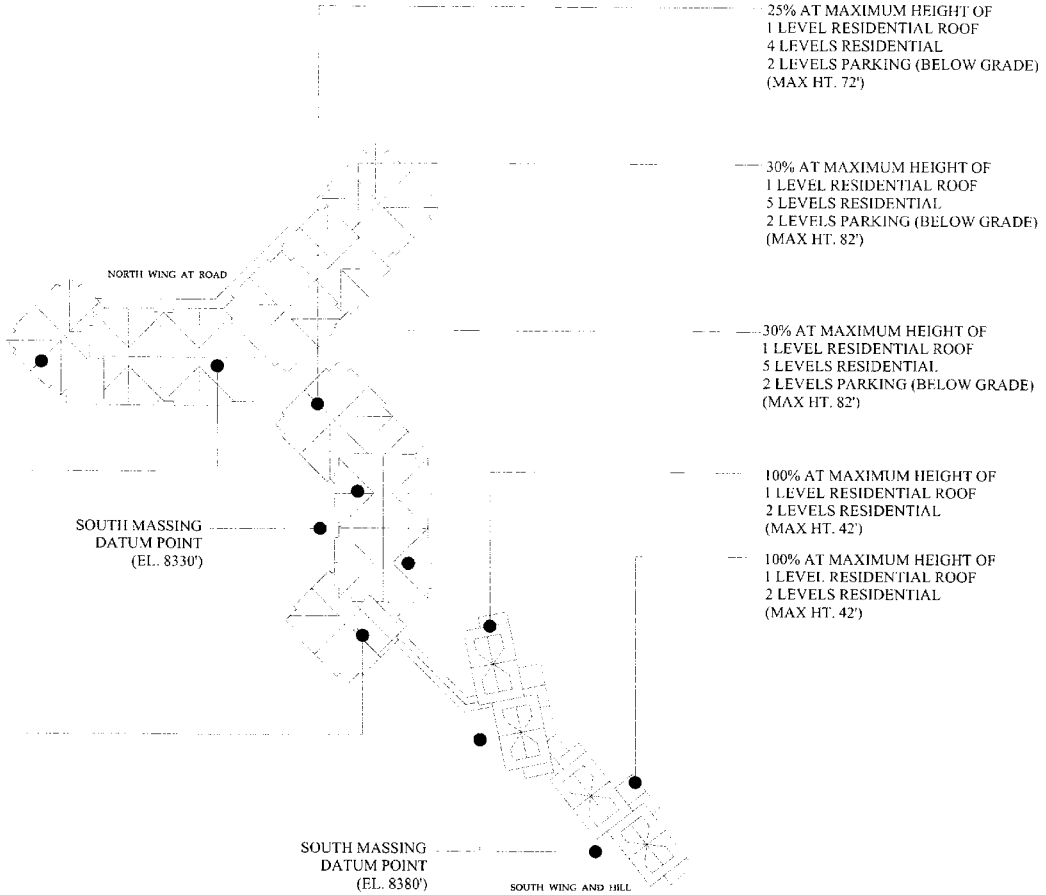

SOUTH MASSING

CONDO VOLUMETRICS
PLAN VIEW SOUTH

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. 03068
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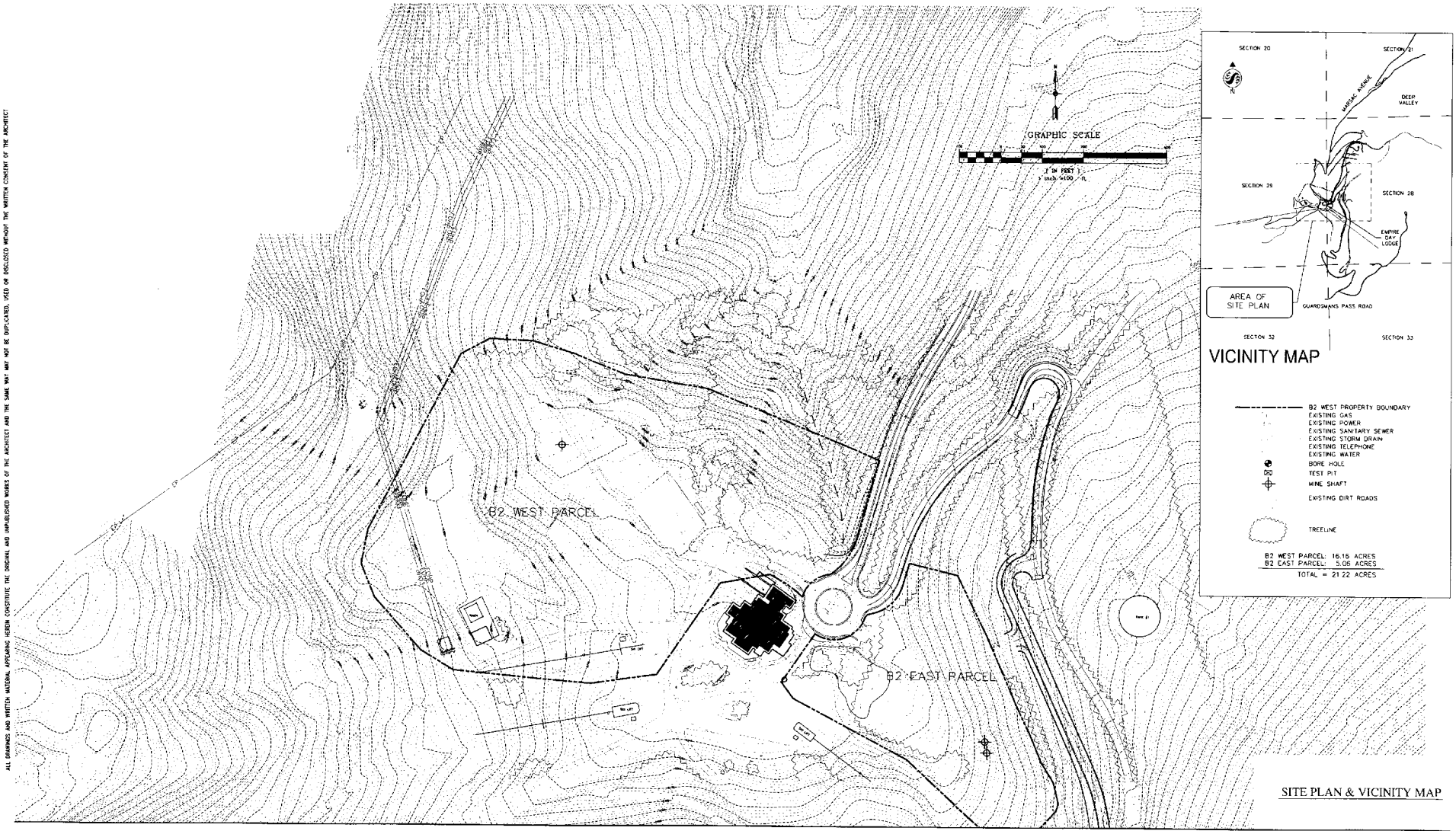

SITE PLAN & VICINITY MAP

HG HILL GLAZIER ARCHITECTS

Stantec

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No.:	03008
Date:	APRIL 28, 2006
Scale:	1" = 80'
Sheet No.:	C 1.01

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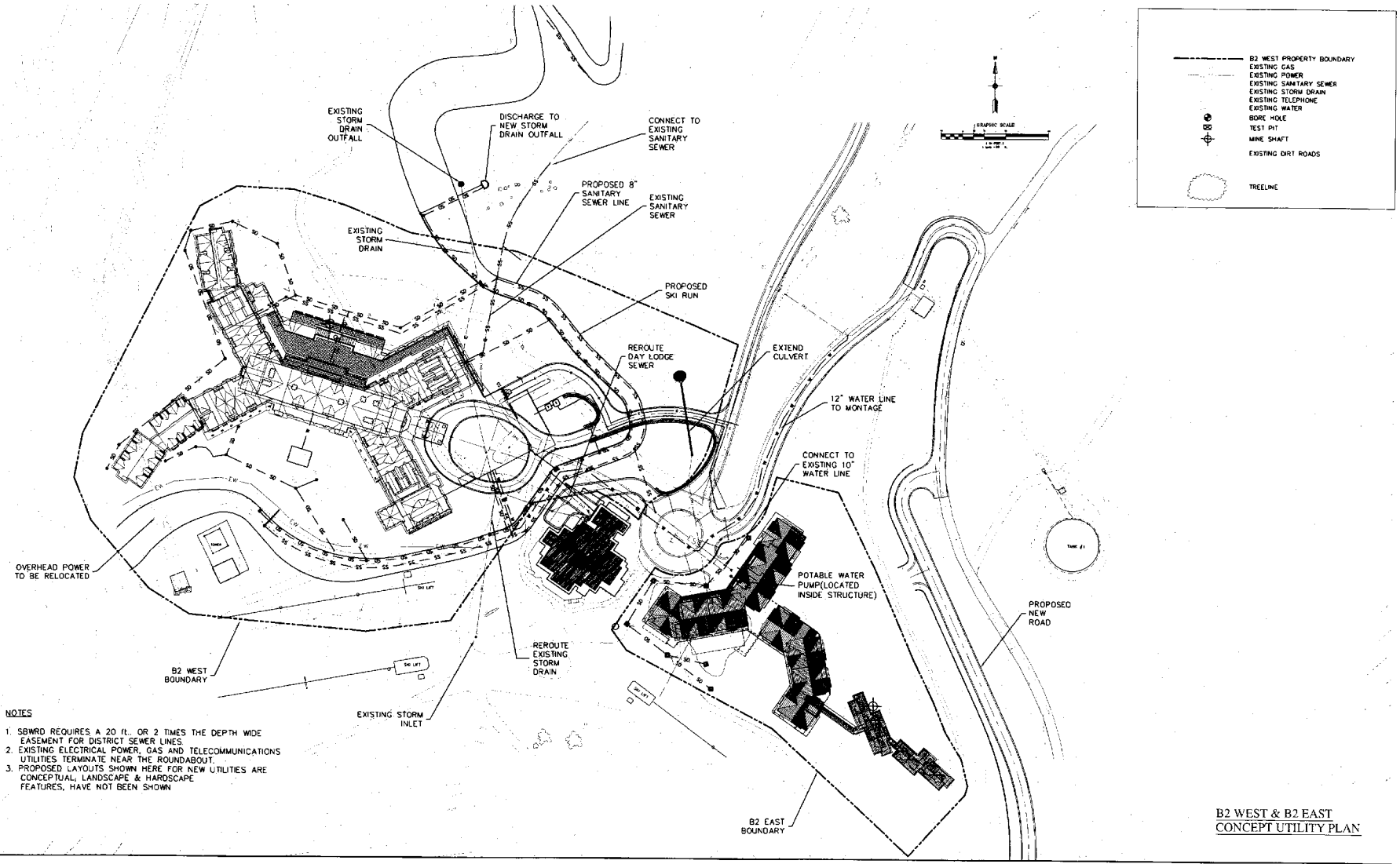

B2 WEST & B2 EAST
CONCEPT UTILITY PLAN

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORKS OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT

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Stantec

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No.:	03008
Date:	APRIL 28, 2006
Scale:	1" = 80'
Sheet No.:	C 1.02

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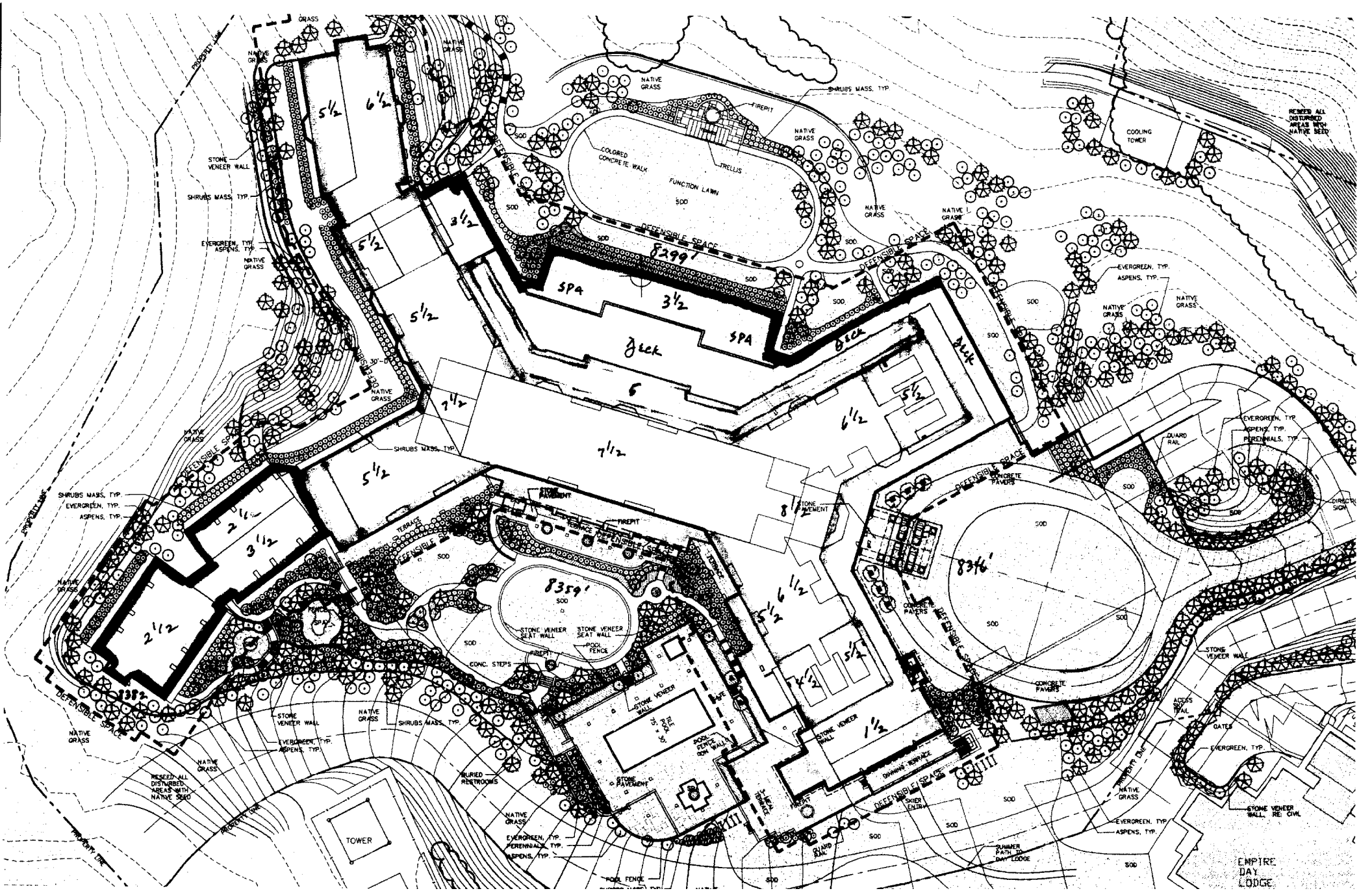
EMPIRE
DAY
LODGE
TOWER
FUNCTION LAWN
COLORED CONCRETE WALK
TRELLIS
FIREPIT
SHRUBS MASS, TYP.
NATIVE GRASS
SOD
DEFENSIBLE SPACE
STONE VENEER WALL
EVERGREEN, TYP.
ASPENS, TYP.
PERENNIALS, TYP.
SHRUBS MASS, TYP.
RESEED ALL DISTURBED AREAS WITH NATIVE SEED
COOLING TOWER
SPA
Deck
GUARD RAIL
CONCRETE PAVERS
STONE PAVEMENT
TERRACE
POOL FENCE
STONE VENEER SEAT WALL
CONC. STEPS
BURIED RESTROOMS
DRIVING TERRACE
SKIER ENTRY
ACCESS TRAIL
GATES
SUMMER PATH TO DAY LODGE
STONE VENEER WALL, RE CIVIL
PROPERTY LINE
8299'
8359'
8346'
8382'

November 13, 2020
Revised June 18, 2021

Douglas Ogilvy
Representing Sommet Blanc Residences 1 LLC
PO Box 9800022
Park City, UT 84098

Application #	PL-20-04677
Subject	Administrative CUP for Retaining Walls Greater than Six Feet (6') in Height
Address	9300 Marsac Avenue

On November 13, 2020, the Planning Department reviewed and approved your application for an Administrative CUP for seven (7) retaining walls greater than six feet (6') in height, necessary for the construction of a new sanitary sewer line servicing the proposed Hot Creek restaurant site.

On June 18, 2021 the Planning Department reviewed revised plans shifting the driveway, sewer and retaining walls east to address Fire Department ladder access requirements. The Planning Department finds there are no additional impacts that have not been mitigated as a result of the change of plans. These revised plans include the Overall Retaining Wall Plan and Profile, 3 pages, all dated 6/4/21, stamped and signed by Michael Demkowicz, Professional Engineer.

Findings of Fact:
1. The property is located at 9300 Marsac Avenue.
2. The site is located in the Residential Development zoning district, and is part of the Village at Empire Pass MPD (RD-MPD).
3. The site is located within the Sensitive Lands Overlay Zone and outside of the Soils Ordinance Zone.
4. The applicant is proposing to locate eight (8) retaining walls necessary for the construction of a new sewer line servicing the proposed Hot Creek restaurant site, to be located off of Twisted Branch Road.
5. The sanitary sewer line alignment is under the driveway of the proposed B2 East development.
6. The sewer easement was recorded on 6/29/2020.
7. To construct the sewer line Sommet Blanc is proposing retaining walls 3-14 feet high, with generous separation between the walls, to allow for planting of trees and shrubs to mitigate the visual impact of the walls.

8. Walls will be faced with stone veneer over formed concrete. Proposed veneer is a dry stack natural stone.
9. Approval for landscaping will come at the time of project approvals for the proposed B2 East project.
10. The Empire Pass Design Review Board reviewed and approved the proposed retaining walls.
11. Adjacent abutters were noticed of this application and a notice sign was posted on the property on 10/29/2020. No public input was received for this project.
12. The DRC reviewed this project on 11/3/2020.
13. The Engineering Department will need to review the geotechnical report and retaining wall design stamped by a Professional Structural Engineer prior to the issuance of a Building Permit.
14. There were no other concerns raised by any departments.
15. This application was reviewed in accordance with LMC Section 15-1-10(E)(1-16). No impacts need to be mitigated as the sewer line will be below grade and the retaining walls will be landscaped with the construction of the B2 East project.

Conclusions of Law:

1. The application is consistent with requirements of the Park City Municipal Code, specifically Chapter 15, Section 1-10(E).
2. The Use is consistent with the Park City General Plan and is allowed by an Administrative Conditional Use Permit.
3. The Use is compatible with surrounding structures in terms of scale, mass, and circulation.
4. The effects of any differences in use and scale have been mitigated through careful planning.

Conditions of Approval:

1. The ACUP is valid for one (1) year. The applicant can request an extension in writing prior to December 13, 2021.
2. A Building Permit will be required.
3. The Engineering Department will need to review the geotechnical report and retaining wall design stamped by a Professional Structural Engineer prior to the issuance of the Building Permit.
4. The retaining walls shall be constructed consistent with plans prepared by Alliance Engineering Inc., Stamped and Signed by Michael Demkowicz P.E., including Overall Retaining Wall Plan and Retaining Wall Plan and Profile, both dated ~~9/25/2020~~ 6/4/21.

This approval in no way exempts the property from complying with other requirements that may be in effect on the property, and building permit regulations, as applicable. It is the responsibility of the property owner to ensure compliance with these regulations.

If you have questions regarding your application or the action taken please don't hesitate to contact your Planner, Alexandra Ananth at 435-615-5066 or

alexandra.ananth@parkcity.org.

Sincerely,

Gretchen Milliken, Planning Director
Park City

Exhibit A

EMPIRE PASS
DESIGN REVIEW BOARD
Meeting Minutes
June 9, 2021 - 1:45pm to 3:30pm
Meeting Held Onsite & By Zoom

DRB Members Present:
Doug Ogilvy-Clachan Development
Jeff Butterworth - Storied Living
John Shirley-Think Architecture
Steve Issowits - Deer Valley

Staff Present:
Trish Waterman- Talisker HOA
Steve Mair-Talisker HOA

Doug Ogilvy called the meeting to order at 1:45pm

Item #1 Sommet Blanc, Preliminary Review

Preliminary Review is based off plans dated April 16, 2021. The total site of is comprised of 6.91 acres.
There are 2 Villa Buildings:
5 Units total, the total saleable square footage for the Villas is 25,000, the maximum building height for the Villas is 48 feet above natural grade. The driveway width for the villas road coming off of Guardsman Road is 26 feet wide, the first section of grade is 5% with a 10% maximum grade and leveling off at 1%. The villas have 10 enclosed parking spaces. There is a Ski Lounge Building for the Villas (single story)

There are 3 Lodge Buildings:
Building A: 17 units, Building B: 17 units, Building C: 9 units, there is a Lobby Building for the Lodges (single story), the total saleable square footage for the lodges is 137,000, the max square footage per Pod B2 approved MPD is 162,000, the maximum building height for the lodge buildings are 82 feet above datum points, the driveway width for the lodges coming off Marsac Ave is 26 feet wide, with 4% for the first section, 10% maximum and finishing off at 5% grade. The lodges have 155 enclosed parking spaces, 4 at grade totaling 159.

The Lodge's height of ridges at building ends:
Building A

- West End - Level 5 Roof 8,407'
  - Restaurant Patio 8,342'
  - Height from Finished Grade 65'

- East End - Level 6 Roof 8,424'

	- Lobby Driveway	8,345'	
	- Height from Finished Grade		79'
Building B			
• North End-	Level 5 Roof		8,424'
	- Lobby Driveway	8,345'	
	- Height from Finished Grade		79'
• South End-	Level 6 Roof		8,441'
	- Upper Cul de Sac	8,362'	
	- Height from Finished Grade		79'
Building C			
• West End -	Level 6 Roof		8,455'
	- Ski Lounge Patio	8,376'	
	- Height SW corner	79'	
	- Upper Cul de Sac	8,364'	
	- Height NW Corner	91'	
• East End	- Level 6 Roof		8,455'
	- Level 3 Patio		8,402'
	- Height SE corner	53'	
	- Upper Cul de Sac	8,364'	
	- Height NE corner	91'	

The DRB walked the site to review the lot staking of the entire project. The DRB would like to see more details for landscaping and walls on the corner of the property adjacent to the Empire Canyon day lodge. The DRB discussed the preservation of trees above the proposed condo retaining walls and the area below the Villas ski lounge building. To be field verified with applicant when LOD is set. The applicant will provide finish materials for all proposed retaining walls. The DRB granted a variance for retaining walls to have a maximum height of 14 feet to accommodate the Fire Marshall required shift of the lower driveway to meet ladder access requirements.

The flat roofs now have the addition of green roofs. The DRB conceptually approved and favored the proposed exterior materials. All exterior materials are subject to mockup review and approval. The applicant to provide deck and railing details for final review.

Submit color and texture sample for colored concrete drive areas, which requires DRB approval prior to installation. Applicant understand that no faux or manufactured materials may be used as finished exterior product, this would include glue-lam beams, faux stone, bare concrete, vinyl siding, etc. The DRB to review the complete lighting plan, including cut sheets and specifications for all exterior light fixtures proposed with the applicant for final review. Applicant to provide complete landscape plan, including counts and planting specs, for DRB review. Art work specs to be provided for final review. The applicant shall submit a detailed sign program to the DRB for review and approval prior to installation of the same. Building height, volumetrics and square footage calculations to be addressed to the satisfaction of the DRB and the City.

Item #2 Review & Approval of May 19, 2021 Minutes

John made a motion to approve the May 19, 2021 minutes, Jeff seconded, motion carried.

Item #3 Other Items/Adjourn

Jeff made a motion to adjourn, John seconded, meeting adjourned at 3:30pm.

Alexandra Ananth

From: Douglas Ogilvy <douglas.ogilvy@gmail.com>
Sent: Friday, June 11, 2021 3:37 PM
To: Alexandra Ananth
Subject: Fwd: B2 East Retaining Walls - ACUP
Attachments: B2 East - Retaining Wall ACUP 11-13-20.pdf; B2 East-Retaining Wall Plans & Renderings 6-4-21.pdf

Hi Alex,

Digging into the history with Alliance, it was during a meeting with Mike Owens that he advised us that the driveway (and sewer and retaining walls) needed to shift east to address ladder access requirements. (See email below from Connor at Alliance.) SBWRD has approved the revised alignment and we are eager to start work on the sewer project (which means the retaining walls).

We would like to amend our ACUP for the retaining walls issued 11-13-20 to reflect the updated plans dated 6-4-21.

Should you have any questions after you get through next week's Planning Commission, please ping or call me.

Thanks and have a great weekend!

Douglas

Begin forwarded message:

From: Connor Dinsmore <connor@alliance-engr.com>
Subject: B2 East Driveway Shift
Date: June 11, 2021 at 3:20:40 PM MDT
To: "douglas.ogilvy@gmail.com" <douglas.ogilvy@gmail.com>

Hey Doug,

Per the meeting with Mike Owens from the Fire Department on Tuesday February 16, we are going to have to shift the lower Condo Road 15' to the east for the fire trucks to access the site and be able to deploy their ladders in case of a fire. The 15' shift also accounts for the overhanging decks off the buildings so that there is no obstructions for the fire truck ladders.

Thanks,
Connor Dinsmore, P.E.

Civil Engineer

P.O. Box 2664
323 Main Street
Park City, UT 84060

connor@alliance-engr.com
Phone: (435) 649-9467
Fax: (435) 649-9475

November 13, 2020

Douglas Ogilvy
Representing Sommet Blanc Residences 1 LLC
PO Box 9800022
Park City, UT 84098

Application # PL-20-04677

Subject Administrative CUP for Retaining Walls Greater than Six Feet (6') in Height

Address 9300 Marsac Avenue

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5. The sanitary sewer line alignment is under the driveway of the proposed B2 East development.
6. The sewer easement was recorded on 6/29/2020.
7. To construct the sewer line Sommet Blanc is proposing retaining walls 6-10 feet high, with generous separation between the walls of 16-28 feet, to allow for planting of trees and shrubs to mitigate the visual impact of the walls.
8. Walls will be faced with stone veneer over formed concrete. Proposed veneer is a dry stack natural stone.
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If you have questions regarding your application or the action taken please don't hesitate to contact your Planner, Alexandra Ananth at 435-615-5066 or alexandra.ananth@parkcity.org.

Sincerely,

David Everitt, Deputy City Manager
Park City

GUARDSMAN ROAD (SR-224) PUBLIC ROAD

TWISTED BRANCH ROAD (PRIVATE ROAD)

LOT 1, B2 EAST SUBDIVISION PLAT

PARCEL PCA-S-98-SD-1-X

PARCEL PCA-S-98-SD-1

12' SIDE SETBACK

15' REAR SETBACK

20' FRONT SETBACK

MARSAC AVENUE (A 50' WIDE PUBLIC RIGHT-OF-WAY)

SSMH #3

SSMH #2

SSMH #1

20' WIDE SBWRD SEWER EASEMENT

INSTALL 330LF 8" HDPE SDR-17 SANITARY SEWER. MAINTAIN 6' MIN. BURY.

INSTALL 332LF 8" HDPE SDR-17 SANITARY SEWER. MAINTAIN 6' MIN. BURY.

RETAINING WALL #1

RETAINING WALL #2

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APPROX. LOCATION OF PROPOSED CONDO

PROPOSED CONDO ROAD

APPROX. LOCATION OF PROPOSED LOBBY

EMPIRE LODGE DRIVEWAY

DEER VALLEY EMPIRE DAY LODGE

LUCKY JACK SKI RUN

RUBY CHAIRLIFT

CHAIRLIFT TOWER

LINE TYPE LEGEND

ESS	EXISTING SEWER	X	EXISTING FENCE
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ESD	EXISTING STORM DRAIN	ET	EXISTING TELECOMM
EOHU	EXTG OVERHEAD UTILITY	EP	EXISTING POWER
EFO	EXTG FIBER OPTIC	EOHP	EXTG OVERHEAD POWER

30' 0 30' 60'

No. 4857264 MICHAEL DEMKOWICZ 06/04/2021 REGISTERED PROFESSIONAL ENGINEER STATE OF UTAH

(435) 649-9467

Alliance Engineering Inc

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: MICHAEL DEMKOWICZ, CONNOR DINSMORE

DATE: 06/04/21

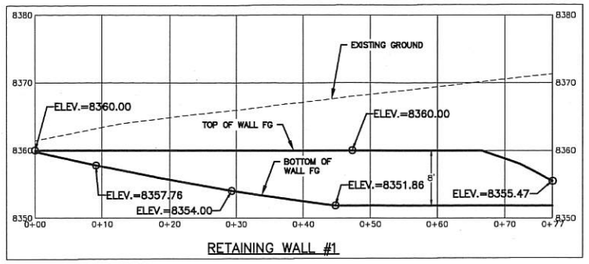
LOT 1, B2 EAST SUBDIVISION
OVERALL RETAINING WALL PLAN

FOR: SOMMET BLANC RESIDENCES I, LLC

JOB NO.: 1-11-18

FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil_Retaining Wall Exhibits 6--21.dwg

SHEET 1 **OF** 3



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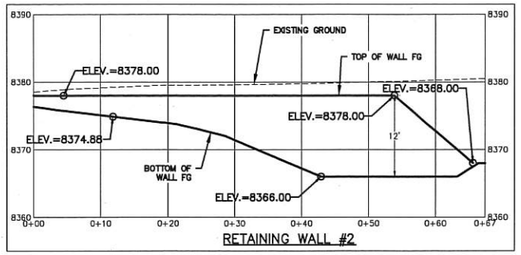

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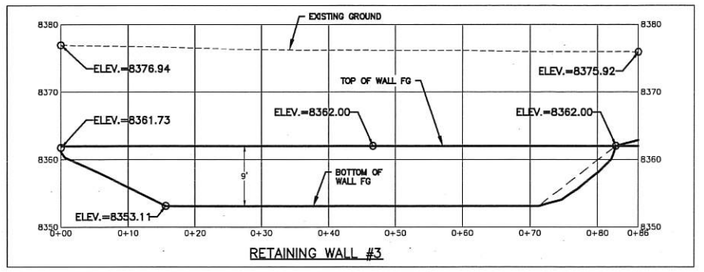

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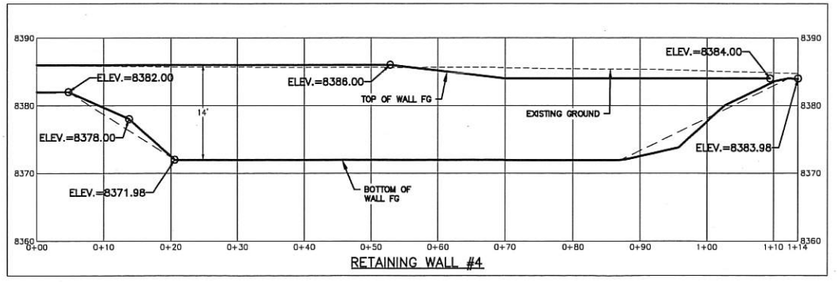

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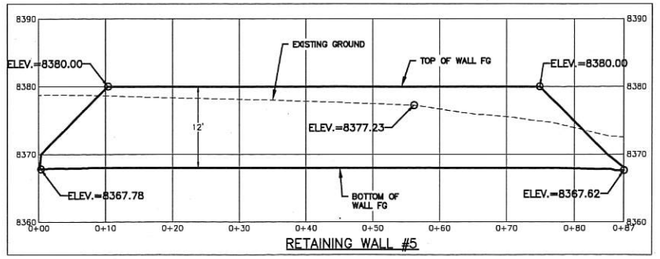

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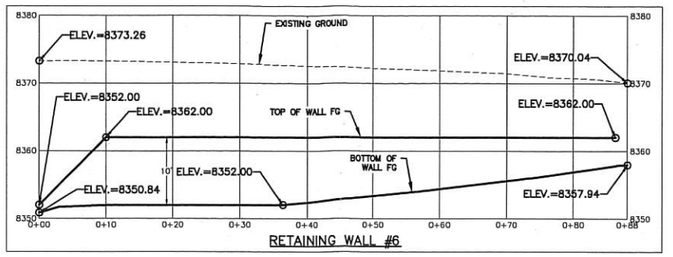

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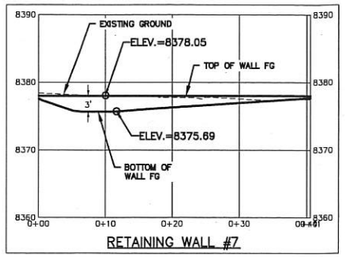

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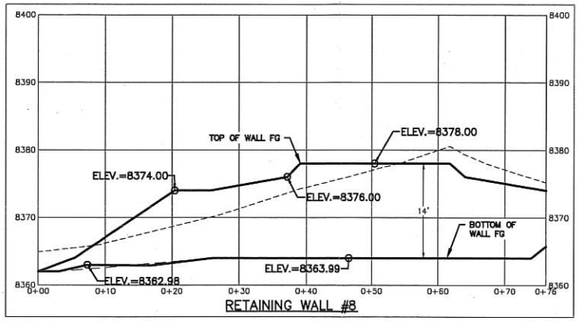
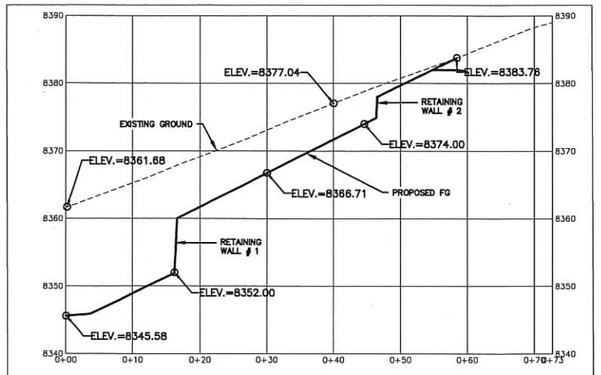


RETAINING WALL #8

NOTE:

1. BOTTOM OF WALL GRADING TO BE SMOOTH 2:1 OR 1:1 GRADING, REFER TO GRADING PLAN SHEET.
2. DASHED LINE ON PROFILES TO REPRESENT SMOOTH BOTTOM OF WALL GRADING.



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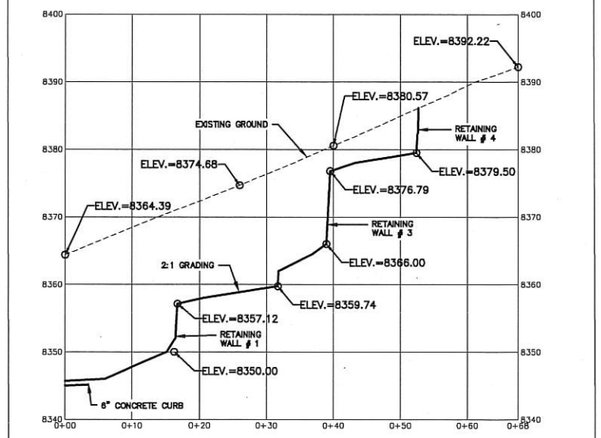

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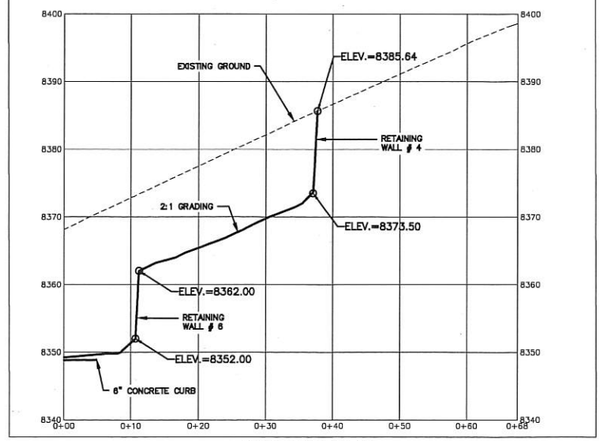

CROSS SECTION #3

10' 0 10' 20'

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2684 Park City, Utah 84060-2684

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 06/04/21

LOT 1, B2 EAST SUBDIVISION
RETAINING WALL PLAN & PROFILE

FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil_Retaining Wall Exhibits 6-__-21.dwg

SHEET 2 OF 3

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REGISTERED PROFESSIONAL ENGINEER No. 4857264 MICHAEL DEMKOWICZ 06/04/2021 STATE OF UTAH

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SHEET 3 OF 3

PLANNING DEPARTMENT

December 6, 2019

Lynn Padan, Sommet Blanc Residences I, LLC
P.O. Box 980022
Park City, UT 84098

NOTICE OF PLANNING DEPARTMENT ACTION

Project Name:	Sommet Blanc Residences (B2 East) Temporary Sales Trailer
Project Address:	9300 Marsac Avenue
Zoning:	Residential Development (RD) Zoning District
Proposed Use:	Temporary Improvement
Project Description:	Administrative Conditional Use Permit for a Temporary Sales Trailer for the duration of one (1) year, expiring on December 6, 2020.

Action Taken By Planning Department: An Administrative Conditional Use Permit was granted based upon the following:

Findings of Fact:

1. The project is located at 9300 Marsac Avenue on Lot 1 of B2 East.
2. The zoning is Residential Development (RD), part of the Village at Empire Pass MPD (RD-MPD).
3. Temporary Improvements are an Administrative Conditional Use in the RD zone.
4. The property uses adjacent to the proposed project are recreational skiing and residential lodge, and restaurant.
5. The applicant is proposing a Temporary Sales Trailer on the property.
6. The applicant intends to submit a future Conditional Use Permit for a 20-unit residential project on the site (49,000 sf) in December of 2019. The 20-unit residential project will be known as Sommet Blanc Residences. This proposed Temporary Sales Trailer would be for the sale of the units within Sommet Blanc and would be staffed by a licensed Realtor. The Sales Trailer will comply with ADA requirements, contain sanitary facilities, and be connected to water and electricity.
7. The applicant will install an asphalt driveway and asphalt parking area with one (1) ADA Parking Space and 33 Parking Spaces for continued use by Deer Valley Resort under the existing CUP for the Empire Day Lodge. Parking shall not be used for skier parking unrelated to direct use of the Empire Day Lodge.
8. The Temporary Sales Trailer shall not have a height greater than sixteen feet (16') measured from Final Grade.
9. All underlying Zoning Requirements shall be met and confirmed upon submittal of a Building Permit for the proposed Structure and site improvements.
10. A separate sign application shall be required if the temporary structure desires any signage.
11. The temporary sales structure has been reviewed and received approval from the Empire

Pass Design Review Board.
12. The Temporary Sales Trailer will require a Building Permit.

Conclusions of Law:

1. The application is consistent with requirements of the Park City Municipal Code, specifically Chapter 15, Section 1-10.
2. The Use is consistent with the Park City General Plan and is a Temporary Use allowed by an Administrative Conditional Use Permit.
3. The Use is compatible with surrounding structures in terms of scale, mass, and circulation.
4. The effects of any differences in use and scale have been mitigated through careful planning.

Conditions of Approval:

1. The Administrative Conditional Use Permit is valid for one (1) year. The Applicant must request an extension in writing by December 6, 2020.
2. All lighting shall comply with the Park City Land Management and Municipal Codes.
3. The Building Official reviews extension requests for temporary structures and requires an annual inspection prior to approval.
4. No changes to the exterior of the approved temporary structures are permitted.
5. All building plans must meet the satisfaction of the Chief Building Official for year around use.
6. The Park City Water Department will not accept a temporary Water Service. As a part of the Building Permit submittal for the Temporary Sales Trailer, the proposed permanent Water Service shall be identified. How the permanent Water Service will be utilized once the Temporary Sales Trailer use is no longer needed shall also be identified. The proposed Use shall connect to the existing water line near the existing Montage Structure. All water service plans shall be submitted with the Building Permit.
7. Prior to Building Permit issuance, record of approval by the Health Department for the proposed sewage holding tank shall be provided to the Building Department.
8. The Engineering Department will require that not more than one (1) vehicular entrance to be in use at any time on this property. Coordination will be required as plans are developed for the proposed Sommet Blanc Residences, including the Construction Management Plan.
9. Applicant shall contact the Utah Department of Transportation to determine if an Access Permit is needed for this property.

Sincerely,

Hannah M. Tyler, AICP
Senior Planner
Park City Planning Department

CC: Bruce M. Erickson, AICP
Planning Director
Park City Planning Department

MEMORANDUM

Date: October 6, 2021

To: Doug Ogilvy

From: Hales Engineering

Subject: Park City Sommet Blanc Trip Generation Study

UT21-2024

This memorandum discusses the trip generation study completed for the proposed Sommet Blanc project Park City, Utah. A vicinity map of the proposed development is shown in Figure 1.

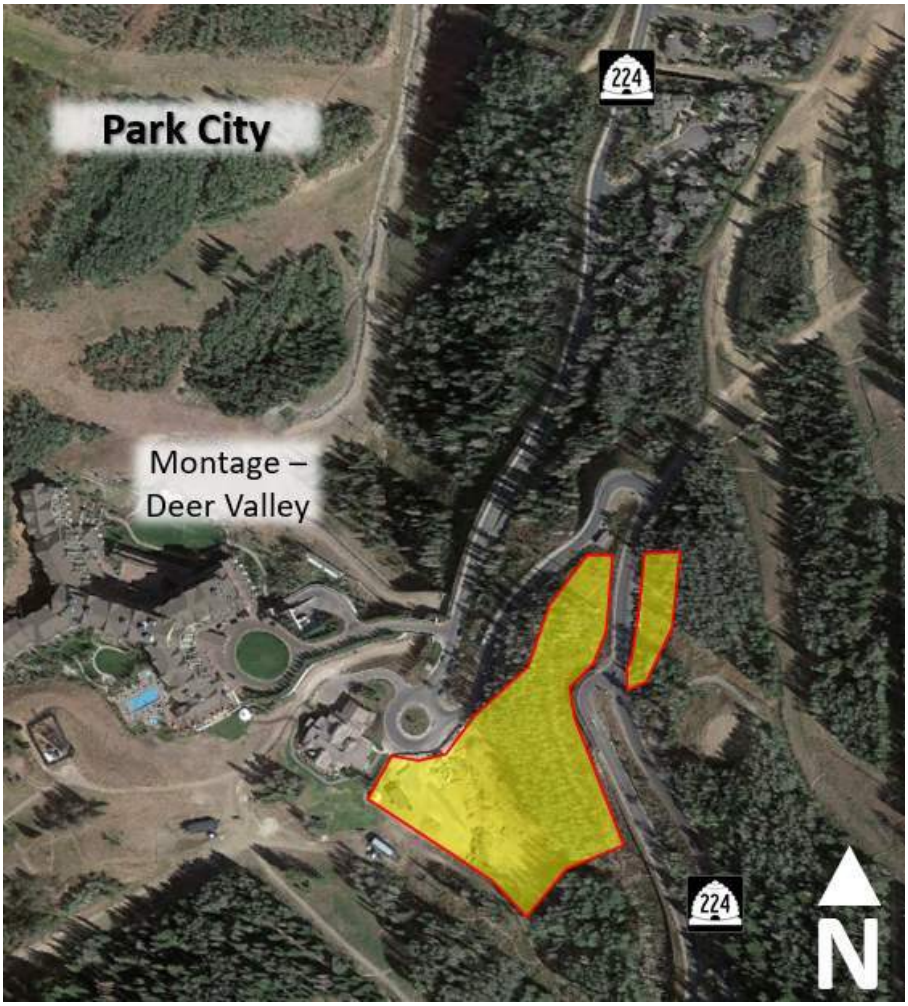


Figure 1: Vicinity map of the proposed development in Park City, Utah

Background

The proposed Sommet Blanc development is located on along SR-224 near the Montage Hotel at Deer Valley Resort in Park City. The project includes 47 residential condominium units, with an additional 6 affordable units for a total of 53 units, and a 3,600 sq. ft. restaurant. Access to the project will be gained at two points along SR-224. The project will also reconstruct the adjacent Mid Mountain Trail parking lot to improve safety. A site plan for the proposed development is included in Appendix A.

The proposed land use for the development has been identified as follows:

- Multi-family Housing (Low-rise) 47 units
- Affordable Multi-family Units (Low-rise) 6 units
- Fine Dining 3,600 sq. ft.

Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation (10th Edition, 2017)*. Trip generation for the proposed project is included in Table 1.

As shown in Table 1, it is anticipated that the proposed condominiums and restaurant will generate approximately 442 trips on an average weekday, including 28 trips during the morning peak hour, and 48 trips during the evening peak hour.

Table 1: Trip Generation for Updated Site Plan

Trip Generation Park City - Sommet Blanc											
Weekday Daily Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Reductions	New Trips Entering	New Trips Exiting	**Total New Daily Trips**
Multifamily Housing (Low-Rise) (220)	47	Dwelling Units	316	50%	50%	158	158	0%	158	158	**316**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	6	50%	50%	3	3	0%	3	3	**6**
Quality Restuaruant (931)	3.6	1,000 Sq. Ft. GFA	302	50%	50%	151	151	60%	60	60	**120**
Total			**624**			**312**	**312**		**221**	**221**	**442**
Morning Peak Hour Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Reductions	New Trips Entering	New Trips Exiting	**Total New AM Trips**
Multifamily Housing (Low-Rise) (220)	47	Dwelling Units	24	23%	77%	6	18	0%	6	18	**24**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	4	23%	77%	1	3	0%	1	3	**4**
Quality Restuaruant (931)	3.6	1,000 Sq. Ft. GFA	3	50%	50%	2	1	100%	0	0	**0**
Total			**31**			**9**	**22**		**7**	**21**	**28**
Evening Peak Hour Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Reductions	New Trips Entering	New Trips Exiting	**Total New PM Trips**
Multifamily Housing (Low-Rise) (220)	47	Dwelling Units	31	63%	37%	20	11	0%	20	11	**31**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	5	63%	37%	3	2	0%	3	2	**5**
Quality Restuaruant (931)	3.6	1,000 Sq. Ft. GFA	29	67%	33%	19	10	60%	8	4	**12**
Total			**65**			**42**	**23**		**31**	**17**	**48**

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 10th Edition, 2017.

SOURCE: Hales Engineering, October 2021

It is important to note that the owner anticipates the restaurant usage will be 100% internal in the morning peak hour. For the evening peak, it is anticipated that 30% of restaurant usage will be generated on-site, 30% from the Empire Pass shuttle, and 40% from outside users. With the anticipated usage, the internal and shuttle users would not be contributing to the new trips generated. Therefore, the total new evening peak hour trips generated would be reduced from 65 to 48.

Comparison to Previous Site Plan

Changes have been made to the Sommet Blanc development since the original 2007 site plan. The original plan included 81 residential condominiums plus an additional 6 affordable units for a total of 87 units and no on-site restaurant. The original trip generation is included in Table 2.

The original site plan included the following land uses:

- Multi-family Housing (Low-rise) 81 units
- Affordable Multi-family Units (Low-rise) 6 units

Table 2: Trip Generation for Previous Site Plan

Trip Generation Park City - Sommet Blanc										
Weekday Daily Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	New Trips Entering	New Trips Exiting	**Total New Daily Trips**
Multifamily Housing (Low-Rise) (220)	81	Dwelling Units	572	50%	50%	286	286	286	286	**572**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	6	50%	50%	3	3	3	3	**6**
Total			**578**			**289**	**289**	**289**	**289**	**578**
Morning Peak Hour Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	New Trips Entering	New Trips Exiting	**Total New AM Trips**
Multifamily Housing (Low-Rise) (220)	81	Dwelling Units	40	23%	77%	9	31	9	31	**40**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	4	23%	77%	1	3	1	3	**4**
Total			**44**			**10**	**34**	**10**	**34**	**44**
Evening Peak Hour Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	New Trips Entering	New Trips Exiting	**Total New PM Trips**
Multifamily Housing (Low-Rise) (220)	81	Dwelling Units	49	63%	37%	31	18	31	18	**49**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	5	63%	37%	3	2	3	2	**5**
Total			**54**			**34**	**20**	**34**	**20**	**54**

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 10th Edition, 2017.

SOURCE: Hales Engineering, October 2021

Safety Improvements

The Mid Mountain Trail parking currently has 25 stalls and is accessed directly on SR-224 with vehicles backing out directly onto the roadway. The proposed plan will reconstruct the parking lot with one-way traffic flow and a guard rail separating the parking lot from SR-224. This will reduce conflict points and eliminate the backing of vehicles directly onto SR-224.

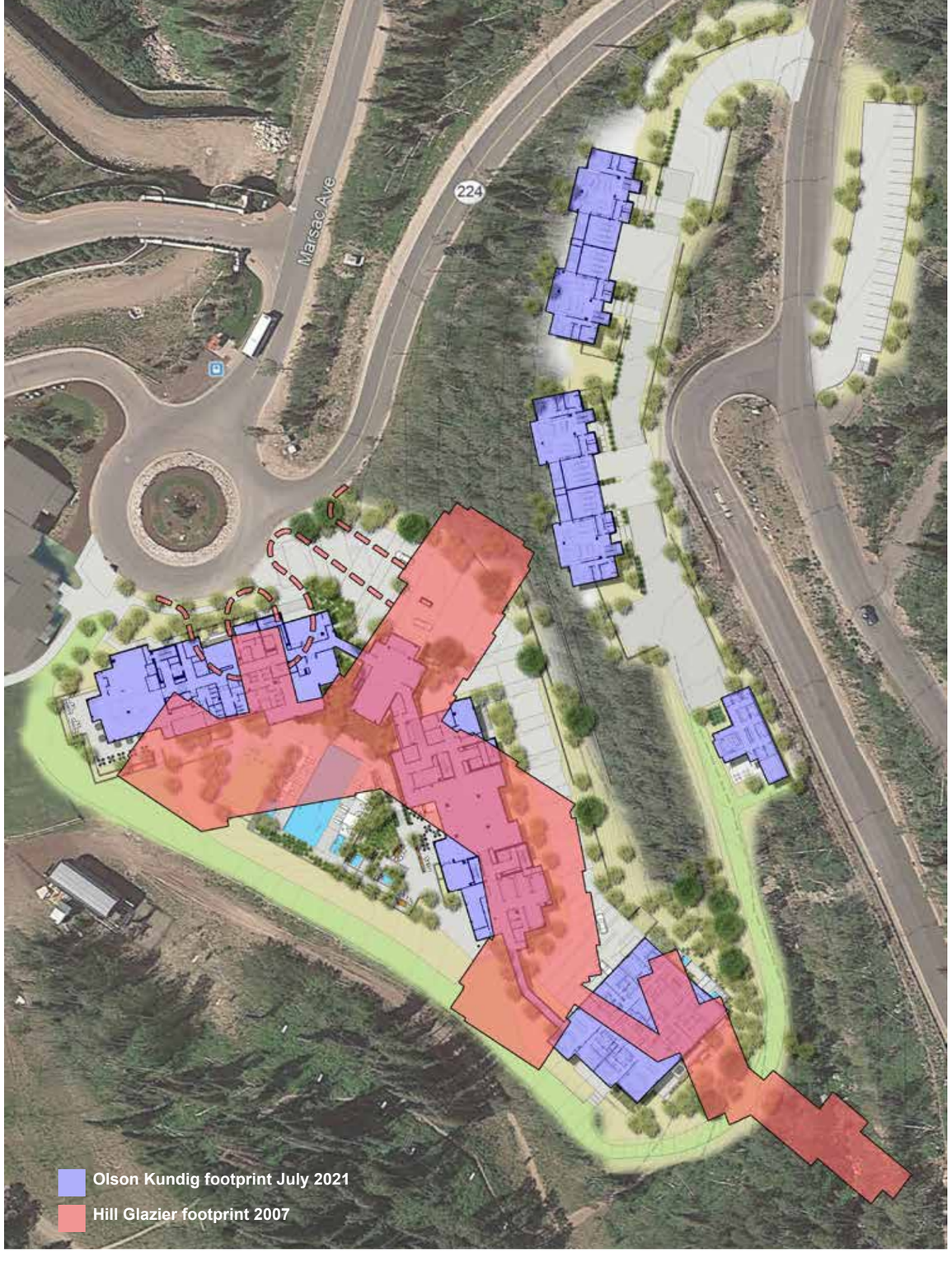
Conclusions

The findings of this study are as follows:

- The proposed development includes 47 residential condominiums with 6 affordable units.
- It is anticipated that the proposed project will generate approximately 442 trips on an average weekday, including 28 trips during the morning peak hour, and 48 trips during the evening peak hour. The owner anticipates internal and shuttle riders to account for the majority of patrons at the restaurant. This will reduce the total number of trips generated. These are the trips that will use the project access points.
- With the anticipated patronage, the morning peak hour trips generated will be reduced by 36% under the new plan, the evening peak hour trips generated will be reduced by 11%, and the daily trips will be reduced by 24%.
- The Mid Mountain Trail parking will be reconstructed to improve safety by eliminating the 90-degree parking and the side friction created by those turning in and backing out of the stalls. The new trail parking will be accessible via a driveway and a parking lot on the northeast side of the road, see site plan in Appendix A.

APPENDIX A

Site Plan


Marsac Ave
224
Olson Kundig footprint July 2021
Hill Glazier footprint 2007

Preliminary Construction Mitigation Plan

Empire Pass Pod B2E – Sommet Blanc & Alpine Villas

1. **Hours of Operation:**
   Typical hours of construction operations are 7:00am to 6:00pm, Monday through Friday, 8:00am to 6:00pm on Saturday, and no work on Sundays. With this structure being primarily cast in place concrete, occasional longer work hours may be needed for critical concrete placements. Contractor will notify the neighboring residents and Park City Building Department, if wanted, ahead of time of these concrete placement durations.

2. **Parking:**
   There is limited onsite parking. This will be reserved for visitors and construction project management personnel. All other construction workers shall park off site and be bused to and from the construction site. The worker parking location is TBD, but could be near the Mine Bench or Richardson Flat. The parking plan assumes there is no on street parking on Marsac Avenue, Twisted Branch Road, or Guardsman Pass Road. Construction equipment, (fork lifts, cranes, backhoes, etc.) is not permitted to be driven or parked on public parking lots, city streets or private property unless otherwise approved.

3. **Deliveries:**
   Deliveries to the site will be only during construction operation hours. Typically, deliveries will be just-in-time for the materials to be incorporated into the ongoing construction progress.

4. **Stockpiling and Staging:**
   Given the site location, access, and building footprint coverage of the site, there is limited area for stockpiling and staging materials. Materials will have to be delivered to the project just-in- time to incorporate into the construction work. This means and method is similar to building a multistory building in a downtown urban setting. It is the contractor's responsibility to coordinate with subcontractors to minimize problems due to the limited staging and stockpiling areas.

5. **Construction Phasing:**
   No construction phasing is planned. Construction is planned to be completed in one continuous time period from Summer 2021 through Summer 2024.

6. **Trash Management & Recycling:**
   The construction debris dumpster shall be located within the fenced construction boundary. Its remaining capacity will be monitored daily and the dumpster emptied on a regular basis to prevent over flowing and accumulation of debris around the construction site.

7. **Dust & Mud Control:**
   The project site has two distinct access points. The Villas will be constructed from an access point on Marsac Avenue above the property. The Lodges will be constructed from access off the Marsac roundabout. Both project access points will be improved as stabilized gravel construction entries to help eliminate dirt and mud from being tracked onto the paved street. Streets will be monitored daily and cleaned as needed to keep them free of dirt and mud. The majority of excavation work will take place in the summer and fall. This work is not expected to generate much dust, but a water source will be available to keep dust down as needed.

8. **Noise:**
   Noisy work shall be kept within the approved project work hours. The developer and contractor will coordinate with Deer Valley to mitigate impact on special events at the Empire Day Lodge.

9. **Grading & Excavation:**
   The mass excavation for this project will generate several thousand cubic yards of export. Excavated materials will be dispersed at the tipping sites identified in the 2018 Amendment to the Flagstaff Construction Mitigation Plan. Other than organics, no excavated material will be hauled outside of the Flagstaff Mountain Development boundary. The planned haul route utilizes Marsac Avenue. Flagmen will be used as required at the roundabout on Marsac Avenue to help manage the truck traffic. The haul hours will be limited to between 7:00am and 6:00pm Monday through Friday and 8:00am to 6:00pm on Saturday. All suitable soils to be re-used for backfill will be stockpiled on site or at one of the designated tipping sites.

10. **Temporary Lighting:**
    Exterior construction lighting will be kept as minimal as possible. The lighting will be turned off as much as possible during non-work hours. Occasional temporary lighting will be needed for morning concrete placements. This lighting will be accomplished by using portable light plants that are set up only for a specific concrete placement, then moved off site. Temporary interior lighting will be used during construction work hours and turned off to leave a minimal amount of lighting for egress and emergency access.

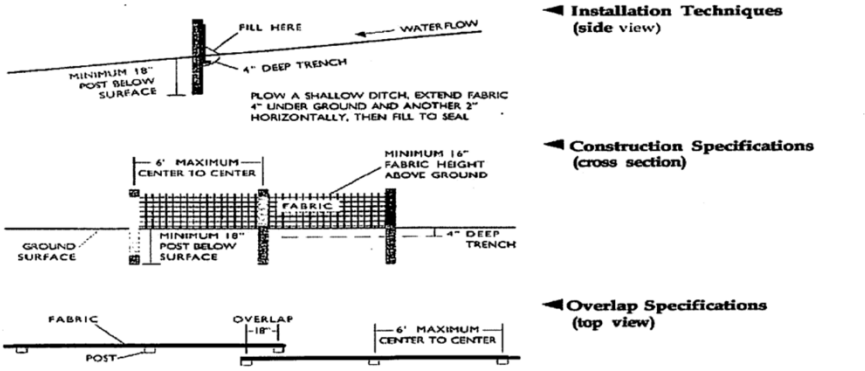
11. **Construction Sign:**
    Project information signs will be posted at the upper and lower entrances to the construction site. Signs will comply with Empire Pass and PCMC requirements. No other construction signs are planned.

12. **Other issues:**
    Dogs or pets are not allowed on site. Firearms, alcohol, and drugs are prohibited as well. Visitors must check in at the construction project office and be authorized to be on site with the proper personal protective equipment (hard hat, safety vest, safety glasses, etc.).

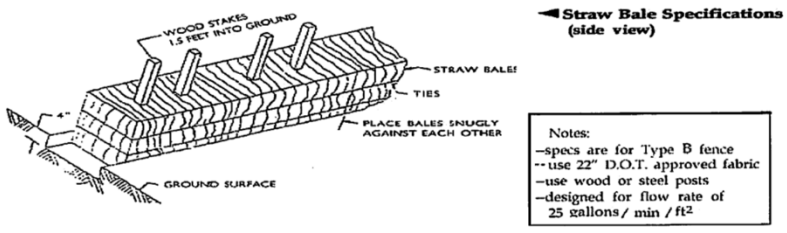
13. **Soils Ordinance:**
    Under EPA oversight, the property was subject to three years of environmental clean-up including extensive export of contaminated soil. The property received a Notice of Completion from the EPA in August 2018 following removal of contaminated soil down to clean native soil.

14. **Erosion Control:**
    The contractor is enlisting the services of Alliance Engineering to help draft and maintain a SWPPP and erosion control program throughout the project duration. This plan will be submitted prior to start of construction. Cut and fill areas and utility trenches will be backfilled and revegetated as soon as practical to help minimize erosion.

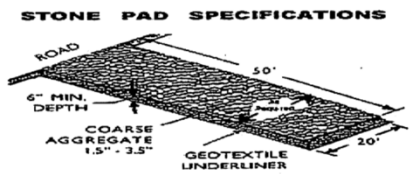
Park City Silt Screen Installation



Park City Straw Bale Specifications



Park City Stone Pad Specifications



01097590 B: 2477 P: 0084
Page 1 of 7
Rhonda Francis Summit County Recorder
08/30/2018 02:23:54 PM Fee $22.00
By Snell & Wilmer LLP
Electronically Recorded

WHEN RECORDED, RETURN TO:

SNELL & WILMER L.L.P.
Attn: Wade R. Budge
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

Affects Summit County Parcel Nos:
Part of PCA-S-98-SD-1
B2EAST-1

DECLARATION OF ACCESS EASEMENT
[TBR – B2 East]

THIS DECLARATION OF ACCESS EASEMENT ("**Declaration**") is made as of the 28th day of AUGUST, 2018 (the "**Effective Date**"), by **REDUS PARK CITY LLC**, a Delaware limited liability company ("**Declarant**").

A. Declarant owns certain real property located in Summit County, State of Utah, commonly referred to as "B2 East" and more particularly described on **Exhibit A** attached hereto ("**Benefitted Property**").

B. Declarant owns certain additional real property located in Summit County, State of Utah, more particularly described on **Exhibit B** and depicted as "Access Easement" on **Exhibit C** attached hereto (the "**Burdened Property**").

C. In advance of transferring the Benefitted Property to a third party, Declarant desires to grant and establish a non-exclusive easement in order to provide pedestrian and vehicular access to and from the Benefitted Property, over the Burdened Property.

NOW, THEREFORE, Declarant executes, and shall cause to be recorded, this Declaration, subject to the following terms, conditions, and provisions:

1. **Access Easement**. Declarant hereby conveys, declares and grants a perpetual, non-exclusive, and continuous easement and right-of-way (the "**Easement**"), for the benefit of and appurtenant to the Benefitted Property, over the Burdened Property for the purposes of providing vehicular and pedestrian ingress and egress to and from the Benefitted Property. Any party utilizing the benefits conferred by the Easement shall be responsible to pay all costs of relocating existing facilities.

2. **Access Gate; Use**. An access gate to Twisted Branch Road ("**TBR Gate**") is located on the Burdened Property. Provided that the Benefitted Property Owner [defined below] is not in default in its obligations under this Declaration, Declarant shall provide Benefitted Property Owner keys or access codes to the TBR Gate. Use of the portion of the Burdened Property located south of the existing TBR Gate shall be limited to access for repair and maintenance purposes only, provided that if Benefitted Property Owner reasonably requires regular vehicular access to the portion of the Burdened Property located south of the TBR Gate, then Benefitted Property Owner may, at its sole cost and expense, and subject to Declarant's prior written approval, which approval shall not be unreasonably withheld, relocate the TBR Gate to the southernmost portion of the Burdened Property. Notwithstanding anything to the contrary herein, Declarant reserves the right at all times to relocate or reconstruct the TBR Gate at its cost

and expense, provided such relocation or reconstruction does not materially diminish the Easement rights declared hereby.

3. **Personal Easement/Assignability**. The Easement and applicable provisions of this Declaration are personal to the record fee owner of the Benefitted Property ("**Benefitted Property Owner**"), and may not be assigned or transferred to another party without the written consent of Declarant, or its successor or assign.

4. **Term of Easement**. The Easement shall remain effective so long as the Easement is being utilized by the Benefitted Property Owner for access to the Benefitted Property.

5. **No Interference; Use**. Except to the extent reasonably necessary (on a temporary basis) for reasonable construction, for repair and maintenance, for traffic regulation and control or to prevent a public dedication or the accrual of any rights to the public, no fence, gate (other than the existing TBR Gate, which may be relocated or reconstructed as set forth in Section 2 above), wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the Easement shall be constructed or erected, nor shall any party in any other manner obstruct or interfere with the use of such right-of-way and Easement. For the avoidance of doubt, notwithstanding anything to the contrary herein, Declarant may maintain, or cause to be maintained, gates on or leading to the Burdened Property without violating the provisions of this Declaration. Provided that the Benefitted Property Owner is not in default in its obligations under this Declaration, Declarant shall provide keys or access codes to the Benefitted Property Owner for any such gate(s) leading to or located on the Burdened Property.

6. **Indemnification**. For purposes of this Agreement, "**Permittees**" shall mean Declarant's and Benefitted Property Owner's respective successors and assigns, tenants, subtenants, and licensees, and their respective agents, invitees, members, customers, employees, and contractors. Declarant and Benefitted Property Owner shall indemnify, defend, and hold harmless each other, and their affiliates, members, managers, agents, tenants, and representatives for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying party or its Permittees, arising out of the performance of any of the obligations set forth in this Declaration or the indemnifying party's or its Permittees' use of the Burdened Property, except to the extent such claims are due solely to the gross negligence or willful act or omission of the other party or its Permittees.

7. **Rights Run With The Land**. Subject to the terms hereof, including Section 2, all provisions of this Declaration, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of Declarant and Benefitted Property Owner. If the Benefitted Property is hereafter further divided by further subdivision, lot split, separation of ownership or by lease or other means, all parts shall enjoy the benefit of the Easement hereby created. Any transferee of all or any part of the Benefitted Property or the Burdened Property shall automatically be deemed, by acceptance of title to or the applicable interest in such portion of such property, to have assumed all rights and obligations of this Declaration relating thereto.

8. **No Public Dedication/No Third Party Beneficiaries**. The provisions of this Declaration are not intended to and do not constitute a dedication for public use of the Easement, and the rights herein created are for private use of Benefitted Property Owner and its Permittees, and no other. This Declaration is not intended to confer benefits on any other party.

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

[*Signatures and Acknowledgements Follow*]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

DECLARANT:

REDUS Park City LLC,
a Delaware liability company

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

By: _____
David Ash, Senior Vice President

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

STATE OF CALIFORNIA)
COUNTY OF San Francisco)

On August 28, 2018 before me, Auxiliadora Rios, Notary Public personally appeared **David Ash**, Senior Vice President of REDUS PROPERTIES, INC., a Delaware corporation, as manager of REDUS PARK CITY LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ **(Seal)**

AUXILIADORA RIOS
Notary Public - California
San Francisco County
Commission # 2188278
My Comm. Expires Mar 25, 2021

4813-4374-7181

EXHIBIT A
[Legal Description of the Benefitted Property]

Lot 1, B2 East Subdivision, according to the official plat filed March 7, 2018, as Entry No. 1087538 in the office of the Summit County Recorder.

Tax Serial No. B2EAST-1
(Formerly Part of Tax Serial No. PCA-S-98-GG-1

EXHIBIT B
[Legal Description of the Burdened Property]

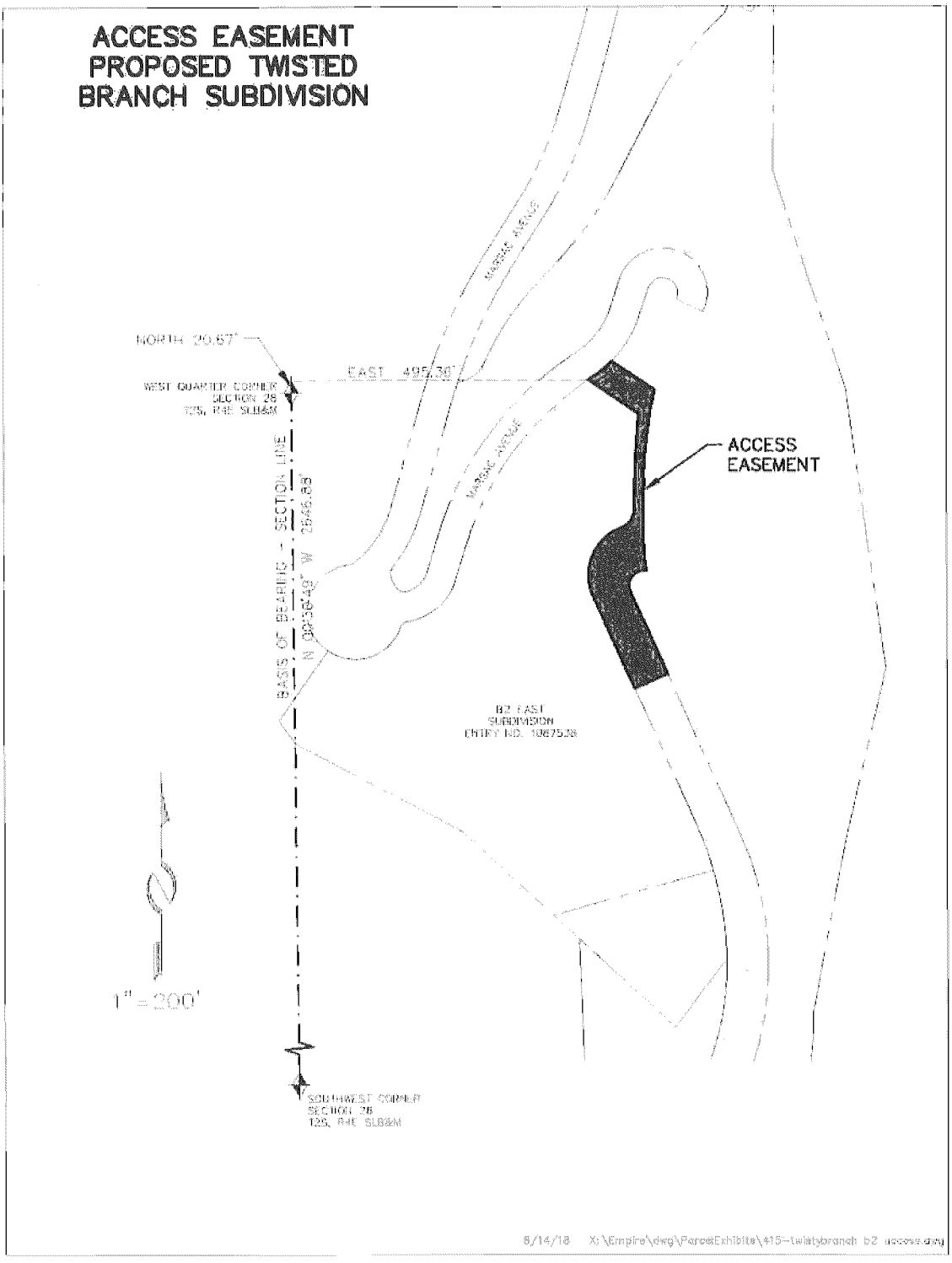
A parcel of land located in the west half of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is North 20.67 feet and East 495.36 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Marsac Avenue Right Of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Recorder, Summit County, Utah; and running thence coincident with said Marsac Avenue Right Of Way the following two (2) courses: 1) North 55°33'45" East 12.79 feet to a point on a curve to the left having a radius of 190.00 feet, of which the radius point bears North 34°26'15" West; thence 2) along the arc of said curve 37.54 feet through a central angle of 11°19'17" to a point on that certain Special Warranty Deed, recorded March 19, 2004, as Entry No. 692324 in the Office of the Recorder, Summit County, Utah; thence coincident with said Special Warranty Deed South 55°36'17" East 64.83 feet; thence continuing South 55°36'17" East 20.36 feet to a point on the edge of existing State Road 224, also known as Marsac Avenue, said point being on a non tangent curve to the left having a radius of 792.26 feet, of which the radius point bears South 77°40'42" East; thence coincident with the edge of State Road 224 the following three (3) courses: 1) southerly along the arc of said curve 170.54 feet through a central angle of 12°19'59"; thence 2) South 00°00'41" East 82.64 feet to a point on a curve to the left having a radius of 299.13 feet, of which the radius point bears North 89°59'19" East; thence 3) along the arc of said curve 50.91 feet through a central angle of 09°45'02"; thence South 81°43'09" West 6.62 feet to a point on a curve to the left having a radius of 25.00 feet, of which the radius point bears South 08°16'51" East; thence along the arc of said curve 46.15 feet through a central angle of 105°45'58"; thence South 24°02'49" East 151.13 feet; thence South 65°57'11" West 60.00 feet to a point on the easterly boundary of B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; thence coincident with said B2 East Subdivision the following six (6) courses: 1) North 24°02'49" West 169.88 feet to a point on a curve to the right having a radius of 85.00 feet, of which the radius point bears North 65°57'11" East; thence 2) along the arc of said curve 139.33 feet through a central angle of 93°54'58" to a point on a reverse curve to the left having a radius of 30.00 feet, of which the radius point bears North 20°07'52" West; thence 3) northeasterly along the arc of said curve 35.43 feet through a central angle of 67°39'38"; thence 4) North 02°12'30" East 119.72 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 87°47'30" East; thence 5) along the arc of said curve 44.31 feet through a central angle of 04°50'10"; thence 6) North 55°36'18" West 101.33 feet to the point of beginning.

Description contains 0.59 acres.

The Basis of Bearing for the above description is North 00°30'49" West 2646.88 feet between the southwest corner and the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

EXHIBIT C
[Depiction of the Burdened Property]



4813-4374-7181

WATER LINE EASEMENT

OVERHEAD POWER EASEMENT

PROPOSED MID MOUNTAIN TRAIL RELOCATION

RE-GRADE SLOPE BACK (2.5:1 GRADING) TO ALLOW FOR NEEDED SIGHT DISTANCE FOR BIKERS CROSSING STREET, TRIM VEGETATION AS NEEDED.

INSTALL BIKE & PEDESTRIAN WARNING SIGN (MUTCD W11-15) W/ TRAIL X-ING SIGN (MUTCD W11-15P) 20' BEFORE TRAIL. INSTALL B3 SLIP BASE PER UDOT STD DWG SN SERIES AND UTAH MUTCD

INSTALL RETAINING WALL

INSTALL 20 PARKING STALLS (9'X18' TYP.)

ADA STALL

INSTALL PIT TOILET

INSTALL KIOSK

S=-10.0%

S=-5.0%

INSTALL 9 PARKING STALLS (10'X22' TYP.)

S=-5.0%

22.0'

50' R.O.W

INSTALL 220' GUARDRAIL WITH END TREATMENTS

INSTALL 212' GUARDRAIL WITH END TREATMENT

INSTALL 85' GUARDRAIL WITH END TREATMENT

GUARDSMAN ROAD (SR-224) PUBLIC ROAD

TWISTED BRANCH ROAD (PRIVATE ROAD)

EXISTING MID MOUNTAIN TRAIL

INSTALL BIKE & PEDESTRIAN WARNING SIGN (MUTCD W11-15) W/ TRAIL X-ING SIGN (MUTCD W11-15P) 20' BEFORE TRAIL. INSTALL B3 SLIP BASE PER UDOT STD DWG SN SERIES AND UTAH MUTCD

8420

8418

8416

8414

8412

8410

10' 0 10' 20'

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 09/30/21

LOT 1, B2 EAST SUBDIVISION
GUARDSMAN ROAD PARAKING PLAN

FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil - Mid Mt Trail.dwg

SHEET 1 **OF** 1

CONDITIONAL ACCESS PERMIT

UDOT Keeping Utah Moving
Access Management Program

GENERAL INFORMATION			
Issuance Date	Region	Project Name	OLP Application ID
12/17/2020	Region 2	B2 East Development	109246
Physical Address	City	Permit Type	Access Use Type
9300 Marsac Avenue	PARK CITY	New	Residential

PERMITEE INFORMATION			
Property Owner Name	Primary Contact	Primary Phone	Email
Sommet Blanc Residences I, LLC.	Michael Demkowicz	(435) 649-9467	michael@alliance-engr.com

LOCATION, WIDTH, AND ACCESS CATEGORY INFORMATION					
State Route	Milepost Marker	DD Center Latitude	DD Center Longitude	Access Width	Access Category
0224	1.12			30	7 - Community Rural

A Conditional Access Permit is hereby authorized subject to the Utah Department of Transportation's (the Department's) Access Management Rule (Utah Administrative Code R-930-6), the Utility Accommodation Rule (Utah Administrative Code R930-7), the Standard Specifications for Road and Bridge Construction, and any terms, conditions, and limitations set forth herein. Per Utah Administrative Code R930-6-8(6)(g), a Conditional Access Permit shall expire if the access construction is not completed within twelve (12) months of the issuance date as identified at the top left of this document.

By carrying out the activities authorized by this approval the permittee and the permittee's successors in interests and/or assigns agree to accept all terms, conditions, and, limitations, of the approval including any attachments submitted with the Conditional Access Permit Application. In addition, the permittee certifies they will comply with all applicable regulations, properly control and warn the public of said work to prevent accident, and shall defend, indemnify and hold harmless the Department from all damages arising out of any and all operations performed during construction and operation of said access. Per Utah Administrative Code R930-6-8(5)(e), the permittee understands any intentional misrepresentation of existing or future conditions or of information requested for the application for the purposes of receiving a more favorable determination is sufficient grounds for permit revocation. The access allowed under this permit creates a license to only access a state highway to the extent provided in the permit. The access may be closed, modified or relocated by UDOT if, at any time, UDOT determines in its sole discretion that safety, efficiency or other reasons so require. UDOT will not be liable for any costs, losses or damages resulting from UDOT's review and comments on the submitted plan sets for a Conditional Access Permit.

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Authorizing Name (printed)	Nazee Treweek	Authorizing Name (signed)	Nazee Treweek

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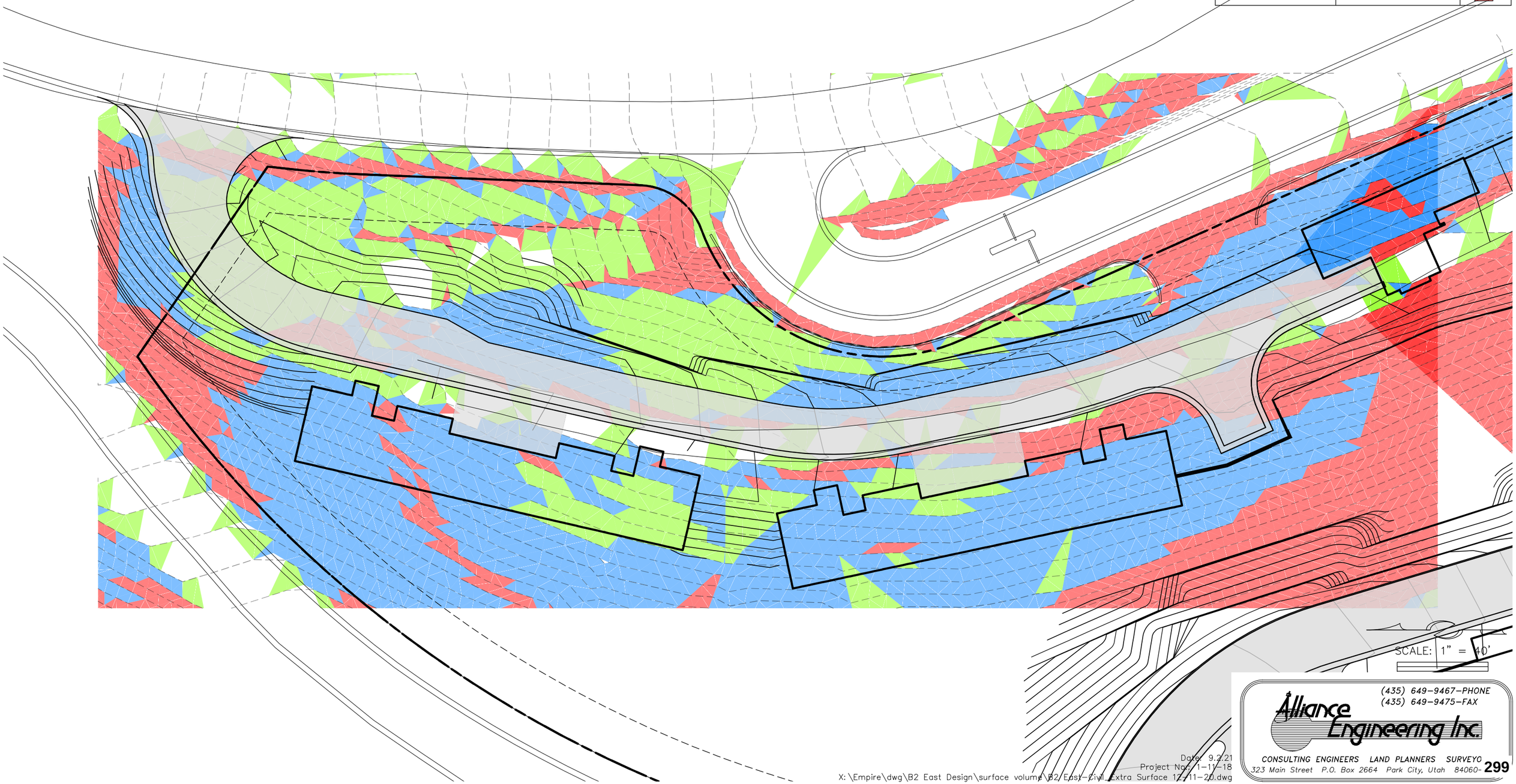
SOMMET BLANC

SLOPE MAP 'B'

Slopes Table		
Minimum Slope	Maximum Slope	Color
0%	15%	
15%	30%	
30%	40%	
40%	100%	



SCALE: 1" = 40'

(435) 649-9467-PHONE
(435) 649-9475-FAX

Alliance Engineering Inc.

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

299

Date: 9.2.21
Project No: 1-11-18
X:\Empire\dwg\B2 East Design\surface volume\B2 East-Civil Extra Surface 12-11-20.dwg

SOMMET BLANC

SLOPE MAP 'A'

Slopes Table		
Minimum Slope	Maximum Slope	Color
0%	15%	
15%	30%	
30%	40%	
40%	100%	

Approx. limits of excavation for mine closure

X Mazeppah Shaft

Splice line between field and aerial surveys??

SCALE: 1" = 40'

Date: 9.2.21
Project No.: 1-11-18
X:\Empire\dwg\B2 East Design\surface volume\B2 East-Civil_Extra Surface 12-11-20.dwg

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Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYO
323 Main Street P.O. Box 2664 Park City, Utah 84060-

INSTALL 1.5:1 SLOPE W/ ROCK WALL. H=6-8FT MAX

RELOCATED MID-MOUNTAIN TRAIL PARKING

RELOCATED MID-MOUNTAIN TRAIL

UDOT CONDITIONAL ACCESS PERMIT REQUIRED. PORTION OF NEW DRIVEWAY CROSSES PARCEL D & LOT 3 OF PROPOSED TWISTED BRANCH SUBDIVISION

GUARDSMAN ROAD (SR-224) PUBLIC ROAD

EXISTING PUMP STATION

LOT 1, B2 EAST SUBDIVISION PLAT

TWISTED BRANCH ROAD (PRIVATE ROAD)

12' SIDE SETBACK

20' FRONT SETBACK

15' REAR SETBACK

26FT WIDE DRIVEWAY

2:1 GRADING

INSTALL RETAINING WALL. H=8FT MAX

INSTALL RETAINING WALL. H=10FT MAX

INSTALL 608LF 20FT WIDE DRIVEWAY W/ 2% CROSS-SLOPE & 30" ROLL GUTTER ON WEST SIDE. INSTALL 7" TRAFFIC-RATED CONCRETE W/ SNOW MELT & WIRE MESH REINFORCEMENT & 8" UNTREATED BASE COURSE.

INSTALL RETAINING WALL. H=9FT MAX

SKI LOCKER BUILDING MAIN LEVEL=8424.50

INSTALL 1.5:1 SLOPE W/ ROCK WALL. H=6-8FT MAX

TOWNHOME A
UPPER LEVEL=8417.0
MAIN LEVEL=8405.0
LOWER LEVEL=8394.0

TOWNHOME B
UPPER LEVEL=8417.0
MAIN LEVEL=8405.0
LOWER LEVEL=8394.0

TOWNHOME C
UPPER LEVEL=8427.0
MAIN LEVEL=8415.0
LOWER LEVEL=8404.0

TOWNHOME D
UPPER LEVEL=8427.0
MAIN LEVEL=8415.0
LOWER LEVEL=8404.0

PROVIDE 60'x70' FIRETRUCK TURNAROUND

INSTALL MSE WALL. HEIGHT VARIES, H_{MAX}=13FT

INSTALL RETAINING WALL. H=14FT MAX

INSTALL RETAINING WALL. H=12FT MAX

INSTALL RETAINING WALL. H=10FT MAX

1:1 GRADING BETWEEN WALLS

BLEND 1:1 GRADING INTO WALLS

INSTALL RETAINING WALL. H=10FT MAX

INSTALL RETAINING WALL. H=10FT MAX

INSTALL 15FT WIDE SKI RUN @ 5% CROSS SLOPE W/ 10' SHOULDER @ 2:1 GRADING TO TOP OF WALL

INSTALL RETAINING WALL. HEIGHT VARIES, H_{MAX}=8FT

INSTALL RETAINING WALL. H=4FT MAX

2:1 GRADING

30FT RADIUS

INSTALL 30" ROLL GUTTER

GRADE 5% AWAY FROM BUILDING

INSTALL 504LF 26' WIDE DRIVEWAY. 7" TRAFFIC-RATED CONCRETE W/ SNOW MELT TUBING & WIRE MESH REINFORCEMENT & 8" UNTREATED BASE COURSE

BUILDING B
LL GAR FF=8333
UL GAR FF=8345
L1 FF=8357

LOBBY FF=8345
GARAGE FF=8333

BUILDING A
GAR FF=8333
L1 FF=8345

MAINTAIN EXISTING VEGETATION PROVIDE SELECTIVE TREE REMOVAL

INSTALL RETAINING WALL. H=10FT MAX

INSTALL 6" CURB

3' SHOULDER AT 5:1 GRADING

MARSAC AVENUE (A 50' WIDE PUBLIC RIGHT-OF-WAY)

MAINTAIN EXISTING DRIVEWAY ACCESS FROM MARSAC AVENUE ROUNDABOUT. REMOVE 90LF EXISTING GUTTER & INSTALL 70LF UDOT M1 TYPE GUTTER WITHIN RIGHT-OF-WAY. BLEND 30" PCMC ROLL GUTTER W/ UDOT M1 GUTTER WITHIN LOT 1 B2 EAST SUBDIVISION.

EMPIRE LODGE DRIVEWAY

DEER VALLEY EMPIRE DAY LODGE

REMOVE PORTION OF MSE WALL FOR SEWER MAIN INSTALLATION & GRADE 2:1 DOWN SLOPE.

2:1 GRADING

INSTALL 80LF ROCK WALL, H=4' MAX.

1.5:1 GRADING

INSTALL ROCK WALL H=3.5FT MAX @ SE CORNER, CONNECT TO BUILDING.

INSTALL 15FT WIDE SKI RUN W/ 5% CROSS SLOPE & SILT FENCE ON NORTH EDGE. S=6.0% TO 20%

INSTALL RETAINING WALL, CONNECT TO BUILDING. H=7.5FT MAX.

TW=8402.0
BOT=8390.4
H=11.5'

TW=8396.0
BOT=8390.4
H=5.5'

TW=8398.0
BOT=8390.4
H=5.5'

TW=8392.0
BOT=8390.4
H=1.5'

1.5:1 GRADING

2:1 GRADING ALONG BUILDING

INSTALL RETAINING WALL. H=11.5FT MAX @ SE CORNER, CONNECT TO BUILDING.

INSTALL RETAINING WALL W/ DUMPSTER ENCLOSURE & CONNECT TO BUILDING. H=14FT MAX

BUILDING C
GAR FF=8364.5
L1 FF=8376.5
L2 FF=8390.5
L3 FF=8402.5

NEW SKI EASEMENT

2:1 GRADING ALONG BUILDING

CONFIRM W/ LANDSCAPE ARCH. PLANS FOR POOL PLAZA GRADING

POOL/PLAZA FS=8346

BLEND EXISTING SKI RUN INTO EDGE OF NEW PLAZA (TYP.)

LUCKY JACK SKI RUN

PROPOSED RE-GRADING FOR LUCKY JACK SKI RUN

CHAIRLIFT TOWER

RUBY CHAIRLIFT

LOT 1, B2 EAST SUBDIVISION PLAT

15' REAR SETBACK

LINE TYPE LEGEND

ESS	EXISTING SEWER	X	EXISTING FENCE
EW	EXISTING WATER	EG	EXISTING GAS
ESD	EXISTING STORM DRAIN	ET	EXISTING TELECOMM
EOHU	EXTG OVERHEAD UTILITY	EP	EXISTING POWER
EFO	EXTG FIBER OPTIC	EOHP	EXTG OVERHEAD POWER

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
08/04/2021
STATE OF UTAH

30' 0 30' 60'

NOTES:

1. See B2 East Subdivision Plat, recorded March 7, 2018, as Entry No. 1087538 in the Summit County Recorder's Office for boundary and easement information.

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(435) 649-9467
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STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 08/04/21

LOT 1, B2 EAST SUBDIVISION
OVERALL GRADING PLAN
SOMMET BLANC DEVELOPMENT

FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg

SHEET 4 OF 13

Sommet Blanc

Housing Mitigation Plan

Governing Documents:

The 2018 B2 East Plat includes a requirement for 4.2 Affordable Unit Equivalents (AUEs). The 2007 Flagstaff Development Agreement requires 118.9 AUEs. All off-mountain housing (94.175 AUEs) was satisfied in 2018 with the transfer of the 100 Marsac parcel to Park City Municipal Corporation. At that time, of the 24.725 required on-mountain AUEs, 16.675 AUEs had been completed. The remaining 8.05 AUEs were assigned on the Village at Empire Pass North and B2 East Plats. With the completion of the Argent project, the total AUEs satisfied at Empire Pass will be:

On-Mountain Requirement		24.725 AUEs
On-Mountain Platted (2021)		
Argent (under construction)	2.0	
Empire Residences	1.1	
Talisker Tower Residences (u/c)	0.92	
One Empire Pass	1.125	
Silver Strike Lodge	1.1	
Flagstaff Lodge	1.6	
Arrow Leaf A	2.85	
Grand Lodge	1.2	
Ironwood	1.0	
Montage	7.8	
Completed or Under Construction (2021)		20.695

Total On-Mountain Remaining Requirement: 4.03 AUEs

Proposed AUEs:

In response to Planning Commission comments, the Applicant has revised and increased the on-site Affordable Housing program for the Project. The proposed development now includes eight (8) Affordable Housing Units providing almost 50% more AUEs than the remaining requirement for Empire Pass:

UNIT SCHEDULE - AFFORDABLE				
Number	Name	Area	Type	Unit Type
A 22	BLDG A UNIT 22	1,495 SF	2BR - Affordable	K
B 22	BLDG B UNIT 22	1,495 SF	2BR - Affordable	K
C22	BLDG C UNIT 22	423 SF	Studio - Affordable	Q
C23	BLDG C UNIT 23	424 SF	Studio - Affordable	Q
C24	BLDG C UNIT 24	422 SF	Studio - Affordable	Q
C25	BLDG C UNIT 25	424 SF	Studio - Affordable	Q
GRAND TOTAL: 6		4,683 SF		

AUEs required: 4.03 AUEs
AUEs proposed: 5.9 AUEs (4,683 SF)

Target AMI, Rental Rate, and Prioritization:

Target AMI:
80% Area Median Income

Proposed Rental Rate:
The proposed annual rental rates will be consistent with the standards established by HUD as approved by the Park City Housing Authority on an annual basis. The following table identifies the rental rates for 2021 and this will be updated annually.

2021 Rent Limits

Family Size ▶ / AMI ▼	One Dorm	One SRO*	One Efficiency/Studio	Two 1-br	Three 2-br	Four 3-br	Five 4-br	Six
80%	$ 685	$ 1,268	$ 1,691	$ 1,933	$ 2,174	$ 2,416	$ 2,609	$ 2,803

Prioritization:
1st tier: Employees working within Flagstaff Annexation Area
2nd tier: Employees working within Deer Valley MPD Boundaries
3rd tier: Employees working anywhere within City limits

Layout and Development Context:

The following floor plans identify the Affordable Housing units located in Buildings A, B, and C.

BLDG A - L2

BLDG B - L2

BLDG C - L2

Jack Thomas AIA
8716 Parleys Lane
Park City, UT 84098
August 11, 2021

To Whom It May Concern:

Re: Sommet Blanc

I have long been an admiring student of Tom Kundig's work as an architect. His buildings have an innate relationship with their surroundings wherever they are. His massing of buildings on larger projects like Sommet Blanc are carefully placed and stepped through the terrain to reduce the visual impact. While he capitalizes on maximizing the views from within he importantly studies the impact those buildings have from the neighbors' perspectives, as one might see the project from its perimeter. The massing offers shifts and steps in plan but also steps down to adjacent properties in elevation. With flat roofs he avoids the heaviness and additional height of massive sloped roofs.

I believe he has met the intent of the code while creating architecture that is of its moment in time – that is it uses sustainable material in an honest way. To continue to create traditional sloped roof design with heavy timbers and logs has a charm when found on smaller projects in quiet settings. However, we need to step away from this type of construction because it is wasteful of materials and inefficient in terms of heating and cooling. Sloped roofs also create ice damming and snow slides that can injure people, and they require heat tape and snow melt that are a huge waste of energy.

We are not a community that is frozen in time like Brigadoon. We evolve and we change. With a project like Sommet Blanc we can be one that also grows in terms of creativity. I gladly support Kundig's design for this magical site. It is a fitting and appropriate use of this treasured land.

Sincerely,

Jack Thomas AIA

From:	planning
To:	Makena Hawley
Subject:	FW: [External] Mid Mountain Parking Lot changes associated with 9300 Marsac Avenue (Sommet Blanc Development)
Date:	Tuesday, November 9, 2021 3:25:11 PM

FYI

From: Kevin Lontz <kevinlontz@gmail.com>
Sent: Tuesday, November 9, 2021 2:53 PM
To: planning <planning@parkcity.org>
Subject: [External] Mid Mountain Parking Lot changes associated with 9300 Marsac Avenue (Sommet Blanc Development)

[CAUTION] This is an external email.

Park City Planning Commission:

Regarding the proposed realignment of the Mid Mountain Trail Parking Lot associated with the proposed development plans at 9300 Marsac Avenue (Sommet Blanc Development), I feel that the proposed parking lot changes are favorable and - in several ways - an improvement over the current parking lot. However, I feel a couple of points are very important as it relates to winter parking when the Empire Pass gate just above the lot is closed for the winter season:

1. The lot has historically been allowed 72 hour parking - I would want to ensure this continues as the lot is used by overnight travelers into Bonanza Flats area and Brighton Estates development, particularly when poor winter conditions do not allow further car/truck traffic (instead, snowmobile access is sometimes required even by persons having winter access through the gate).

2. While I feel it is important to continue to allow extended (72 hour) parking, it is also important to enforce that parking requirement so that "long term" parking is not taking place. I would hope that this requirement be enforced, including removal of violators.

3. The current lot is contiguous with the roadway, and thus, allows for oversized car+trailer parking without impeding roadway vehicular traffic. I have noted that with the new plan that there are 9 (nine) 10'x22' stall spaces outlined and parallel with the roadway in addition to smaller diagonal parking spaces. Historically, car/trucks + trailers (snow machine users) have not been precluded from parking in this lot for limited winter access. It would seem that this plan would render car/truck + trailer parking difficult, limited, or even impossible (the redesign of the lot prevents easy "back in" trailer parking as has been previously allowed with little difficulty. How would the Planning Commission propose to allow car/truck + trailer parking given this realignment of the parking area?

4. As the newly proposed lot is unidirectional with specific and separate entry and exit points, it will be even more important (and more challenging) to clear snow from

these areas so as to allow for the usage by the number of cars outlined. I would ask that Park City be made aware of this potential issue and provide possibly greater resources for snow clearance during winter weather events.

I appreciate your consideration of my comments,

Sincerely,

Kevin Lontz

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UDOT Keeping Utah Moving
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BOOK FIVE
Site, Landscape and Architectural Design Guidelines for Pod B2 East

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PREFACE

This document, Book Five: Site, Landscape and Architectural Guidelines for Pod B2 East, constitutes part five of the Design Guidelines ("Guidelines") for Empire Pass.

The Guidelines have been created to ensure that all Improvements at Empire Pass preserve the natural beauty of the surrounding mountain landscape and contribute to a cohesive architectural style. The Guidelines explain the architectural aesthetics and site considerations that are to guide the design and construction of all new buildings, building additions, site work, and landscaping within Empire Pass. The review and approval of all building and site Improvements are subject to the discretion of the Design Review Board (DRB) as described in the Guidelines.

Separate documents (Books I, II & III) exist for each building type (Custom Home, Condominium Lodge and Townhouse/Cluster Home) constructed in other areas of Empire Pass, as described below. In addition, a separate document (Book IV) exists to establish and explain the construction process, organization of the Design Review Board, and the design review process. All five documents are collectively referred to as the Design Guidelines:

Book I:	Site, Landscape and Architectural Design Guidelines for Custom Homes
Book II:	Site, Landscape and Architectural Design Guidelines for Townhouses and Cluster Homes
Book III:	Site, Landscape and Architectural Design Guidelines for Condominium Lodges
Book IV:	Design and Construction Review Process and Appendices for all Building Types
Book V:	Site, Landscape and Architectural Design Guidelines for Pod B2 East

The documents for Pod B2 East are made up of two books: this Book V along with Book IV. The illustrations provided in the Design Guidelines are intended to convey concepts, and not to depict specific plans for construction. Where appropriate, this Book V includes separate guidelines for Townhouse & Cluster Homes ("Villas") distinct from the guidelines for the Condominium Lodges ("Lodges").

The Guidelines will be administered and enforced by the Empire Pass Design Review Board in accordance with the procedures set forth in the Master Declaration of Covenants, Conditions and Restrictions (CC&Rs) for Empire Pass. The Guidelines may be amended from time to time, as deemed necessary by the DRB. In the event of any conflict between the Guidelines and the CC&Rs, the CC&Rs shall govern and control.

It is the Owner's responsibility to ensure they have the most current edition of the Guidelines and have carefully reviewed all applicable sections of the CC&Rs. These Guidelines are binding on any persons, company or firm that intends to construct, reconstruct or modify any permanent or temporary Improvements at Empire Pass.

All capitalized terms used in these Guidelines are defined in Appendix A (Book IV) or within the text of this Book V.

Approved and adopted at Empire Pass MOA Board meeting, _____, 2021.

1.0 AN INTRODUCTION TO EMPIRE PASS

1.1 THE EMPIRE PASS COMMUNITY VISION

Empire Pass is an all-season Mountain Village set in the beautiful Wasatch Mountain Range adjacent to Park City and Deer Valley Resort ®. During the winter, residents and guests may take advantage of skiing, snowshoeing and a variety of other recreational opportunities. The summer offers guests and residents a broad choice of outdoor activities including golfing, boating, swimming, hiking, mountain biking, picnicking and horseback riding. A wide-range of music, art and other cultural events are available in Empire Pass and the greater Park City area year round. These all-season recreational opportunities enhance the vitality of the resort and strengthen the feeling of community among residents and guests.

The Mountain Village consists of a collection of interconnected neighborhoods. A mix of residential building types, including Custom Homes, Condominium Lodges, Townhouses and Cluster Homes, will surround the central ski run, to create the "Village Core". Within the Village Core, the Alpine Club offers members access to fitness and spa facilities, food and beverage services, lounges, a general store and ski valet services. Beyond the core, other mountain neighborhoods offer additional Custom Home, Condominiums, Townhouse and Cluster Home sites. Pod B2 East is one of these distinct neighborhoods. An integrated system of shuttle transportation, ski runs, hiking and biking trails, and pedestrian paths connect individual buildings and neighborhoods to the Village Core, each other and the greater Park City area, allowing residents and guests to leave their cars behind.

The design of all buildings and related Improvements at Empire Pass is to build upon and reinforce the vision of establishing a truly interconnected Mountain Village while addressing the goals and objectives laid forth in these Design Guidelines.

The B2 East site is a distinct neighborhood within Empire Pass, physically separated from the Village Core, Northside and Red Cloud neighborhoods. Nearby buildings include Deer Valley Resort ®'s Empire Canyon Lodge adjacent the property and the much larger Montage Deer Valley ~500' to the north.

The Empire Pass Design Review Board finds this physical separation supports the establishment of this distinct set of Design Guidelines for the B2 East site based on a contemporary mountain architectural vernacular.

1.2 THE B2 EAST DESIGN APPROACH

The natural environment surrounding Empire Pass provides the inspiration for all design. The beauty of the landscape draws residents to the Resort both for the opportunity to live in such an environment and to take advantage of the first-class recreation available throughout the Resort and the surrounding Park City/Deer Valley Resort ® area. Three main objectives, as listed below, have been identified to ensure all Residences and other Improvements are designed in harmony with the goals and overall design approach at Empire Pass. Owners, their Architects and Landscape Architects are to work together through all phases of design and construction to ensure all aspects of the design are consistent with these objectives and those listed throughout the Design Guidelines.

- Architecture and site planning is to preserve and build upon the natural setting. All buildings, structures, landscape and site Improvements are to take their cue from the surrounding natural vegetation patterns and landforms. The lasting impression formed by

visitors to Empire Pass should be of the dominance and beauty of the natural mountain setting, not of buildings and other man-made structures or Improvements. All buildings are to be sited and designed to integrate and enhance features of the site into final design.

- Building and landscape design are to emphasize and reinforce the community-wide circulation system that links and interconnects neighborhoods within Empire Pass as well as the outlying Park City area. Empire Pass is designed as a truly pedestrian-friendly Mountain Village. All Residences at Empire Pass, whether Condominium Lodges, Custom Homes, Townhouses or Cluster Homes are to include building and landscape designs that connect, enhance and support this community-wide system of trails and paths. (Refer to Section 1.1.)

- Building materials shall reflect a palette in harmony with the natural surroundings, but true to their structural function. Generous glazing will bring the natural vistas into indoor spaces. Low reflectivity glazing will be required.

These three objectives form a solid foundation for all design work at B2 East. Owners and their Consultants are to ensure the direction of their work incorporates these principles. Final interpretation and approval regarding a design's compliance with these Guidelines is subject to the sole discretion of the DRB.

1.3 THE EMPIRE PASS STYLE - ARCHITECTURAL CHARACTER

Design at B2 East is not beholden to the architectural traditions of the early 20th century. Architecture will respond to advancements in building materials and construction techniques yet integrate into its surroundings. Described below are general characteristics that are to be incorporated into all design work:

- Buildings use bold forms and spacious volumes that are in scale with the natural mountain setting.

- Exterior materials and details are crisp and clean, celebrating architectural form.

- Broad, sheltering roofs are the dominant building element and provide shade and protection at windows, entries, decks and porches. Roof forms should respond to the structure and shall be simple and straightforward. Additional embellishments such as dormers, should be minimized and approved on a case-by-case basis.

- Roof profiles should step down to reduce overall thickness of assembly. Expressed outriggers and rafter tails should be part of the roofs structure, and not merely decorative.

- Windows and doors should facilitate a connection to outdoor rooms. Covered decks and patios are encouraged. Railings should prioritize view and transparency.

- The Design Guidelines incorporate these basic concepts and explain, in greater detail, the specifics of their application within the B2 East Neighborhood.

1.4 HOW THESE DESIGN GUIDELINES ARE ORGANIZED

This Book V of the Design Guidelines for Empire Pass addresses the siting, landscape and architectural Guidelines for the B2 East Neighborhood while Book IV sets forth the design review process and construction review process. Each document is organized into the chapters and Appendices listed below.

BOOK IV:

- ***Design Review Board Organization*** – Chapter 1 provides a description of how the Design Review Board (DRB) administers the design and construction review process. It describes the composition of the DRB, its function and jurisdiction, as well as its responsibility to uphold, and right to amend, the Empire Pass Design Guidelines.

- ***Design Review Process*** – Chapter 2 outlines the entire procedure required to obtain approval for new building construction, site Improvements or alterations and additions to existing structures. It delineates the submission materials required for each phase of review and describes the process by which approval is granted.

- ***Construction Guidelines*** – Chapter 3 describes the construction review process and outlines various Guidelines intended to assure the preservation of the surrounding landscape and environment throughout the construction process.

- ***Appendices*** – Appendix A contains a list of defined terms, capitalized throughout this document. Appendix B provides an approved native plant list for use within Empire Pass. Appendix C contains a list of prohibited plant species.

BOOK V:

- ***An Introduction to Empire Pass*** – Chapter 1 summarizes the community make-up and design aesthetic, including a brief overview of the architectural traditions that contribute to and identify the Empire Pass style.

- ***Site and Landscape Guidelines*** – Chapter 2 outlines the standards and Guidelines for siting buildings sensitively to the surrounding landscape and environment.

- ***Architectural Guidelines*** – Chapter 3 provides Guidelines and standards for the construction, remodeling, renovation and/or alteration of any building Improvement. This section includes standards on building massing, height, color and exterior finish design.

2.0 SITE AND LANDSCAPE GUIDELINES

The following chapter sets forth Guidelines and standards for all site work relating to each Lot, including grading, planting, siting of structures, design of outdoor areas and preservation and enhancement of the landscape and views.

2.1 SITE AND LANDSCAPE OBJECTIVES

The treatment of the site's natural topography and vegetation is vital to ensuring all Improvements at Empire Pass are made in harmony with the surrounding landscape and are complementary of the overall community design. The following site and landscape objectives have been identified as the basis for integrating buildings with their natural surroundings:

- ***Preserve, maintain and enhance the natural tree and vegetation patterns to anchor buildings to the land.*** Trees provide a valuable backdrop that integrates buildings with the landscape. All buildings are to be sited and designed to integrate and enhance features of the site into final design. Introduced native plant materials are to blend the architecture with the natural landscape. Natural and existing landscape features such as rock outcroppings, vegetation and topography are to be preserved, to the greatest extent feasible, when siting buildings and designing outdoor spaces in order to achieve a seamless transition from the built to the natural environment.

- ***Incorporate site-specific design solutions that respond to the site's unique topography and micro-climate.*** Buildings are to be sited to optimize the relationship between building amenities, landscaped courtyard and adjacent ski trail. Outdoor areas are to be designed to take advantage of sunlight, provide wind and snow protection and capture views.

- ***Build upon, enhance and extend the Mountain Village trail system.*** The B2 East Neighborhood is to incorporate skier and pedestrian paths that connect to the existing trail system throughout the community. Paths and trails are to be designed for use in all seasons.

- ***TheB2 East Neighborhood is to be designed as a pedestrian-oriented "mountain enclave" that is distinguishable from other neighborhoods within Empire Pass by distinctive hardscape, planting and architectural detailing.*** The Villas on the upper portion of the site are to be nestled into the surrounding landscape to create a separate enclave that is distinct from yet related to the Lodges below. Plant materials are to enhance the vegetated buffer around enclaves. Hardscapes and architectural detailing are to create a unique neighborhood identity.

2.2 SITING CONSIDERATIONS

The B2 East Neighborhood has been heavily disturbed over the years due to the presence of the Mazeppah Mine. In recent years, thousands of yards of soil were removed as part of an environmental beautification. Integrating buildings and other Improvements with the adjacent ski experience and the natural landscape beyond is critical to successful site planning. Buildings should pull back from the ski trail to enhance the experience for skiers and residents. A conceptual plan incorporating Villas on the upper portions of the site and Lodges on the lower portion transitions from high density adjacent the ski trail to lower density on the hillside beyond. Building placement should avoid the steepest portions of the site. A spacious landscaped courtyard and pool opens up to the adjacent *Lucky Jack* ski trail, with a public restaurant and patio fronting the ski trail adjacent Deer Valley Resort ®'s Empire Canyon Lodge.

A site plan is to be prepared in concert with the architectural design. The site plan is to illustrate how building siting, orientation, views, grading, neighborhood street access, driveways and other design issues have been addressed. Site plans are to find balance between the needs of preserving and enhancing the natural features of the site and addressing the Owner's design objectives. A Landscape Architect is to be retained from the beginning of conceptual design to collaborate with the Architect in developing the site plan.

The following Guidelines describe how Improvements are to be integrated into the overall landscape setting. Key site design concepts include:

- Buildings on sloping sites are to minimize grading by aligning the long axis of buildings parallel to existing contours and stepping building foundations and ridgelines with the existing topography as it rises and falls.
- Buildings and all site Improvements are to be designed as integral elements of the existing terrain and vegetation so that they recede into and merge with the landscape.
- Significant tree stands, identified during the design review process, are to be preserved and protected during construction.

2.3 DESIGN PARAMETERS AND THE B2 EAST PRELIMINARY PLAN

The Site Plan of April 16, 2021 attached as Exhibit A as approved by the Design Review Board, or subsequent revision, demonstrates how the B2 East Site may successfully accommodate Lodge and Villa buildings. Suggested building locations are shown on the plan to indicate how they may be sited to fit the site's unique attributes. Information provided on the Preliminary Plan includes, but is not limited to, easements of record and recommended design parameters for the following: building locations, Neighborhood Gathering Area locations, building size, unit counts, average unit size, neighborhood street and driveway access, and ski in/ski out trails. In order to discuss the particular attributes associated with the B2 East Neighborhood and proposed construction, Owners are to meet with the DRB at the Pre-Design Conference prior to beginning any design work. (Refer to *Book IV*, Chapter 2 for a description of the design review process and meetings.)

2.3.1 DESIGN PARAMETERS

The recommended design parameters shown on the Preliminary Plan were determined based on Park City setback requirements, the specific characteristics of the site and the planning and design criteria of Empire Pass. These criteria include:

- Preserving the dominance of the natural setting;
- Optimizing views and solar orientation;
- Protecting view corridors;
- Protecting sensitive environments;
- Protecting and utilizing distinctive natural features, such as rock outcroppings, vegetation and topography;
- Reinforcing the system of skier and pedestrian connections within Empire Pass and the

surrounding Park City area.

- Establishing a favorable relationship between project landscaping, outdoor amenities and adjacent ski trail.
- Minimizing vegetation removal;
- Blending man-made Improvements into the topography and forest; and
- Maintaining existing drainage patterns.

2.3.2 NATURAL AREA

Within the B2 East Neighborhood, a significant portion of the property is designated as a "Natural Area" that is to remain in an essentially natural condition. Proposed trees, shrubs and ground covers to be planted within the Natural Area are to blend with adjoining native landscaped areas to create informal, natural screens that obscure built Improvements from off-site views. Good forestry practices, including tree thinning, clearing of fire hazards, and defensible space, are permitted within the Natural Area, subject to the Guidelines described in Section 2.15. All plant materials introduced in this area are to be native species as indicated in the Approved Plant List (see Appendix B). Refer to Section 2.14 for specific Guidelines regarding planting requirements within the Natural Area.

2.4 ENCROACHMENTS

All structures and site Improvements such as driveway turnarounds, parking areas, patios, pools and Accessory Buildings are to be located within the Lot boundaries. The DRB recognizes, however, that each Lot presents its own unique design challenges. Owners and their Consultants may develop design solutions involving minor encroachments outside of the Lot that may be appropriate in certain cases. Such encroachments will be considered by the DRB on a case-by-case basis and only when doing so presents a design solution that better achieves the design intent and objectives outlined in these Guidelines. Upon DRB approval, the Owner is responsible for obtaining all necessary Park City approvals.

2.5 GRADING AND DRAINAGE

Grading and drainage designs are to focus on minimizing impacts to the site, including impacts on existing vegetation, rock formations, water quality and drainage courses.

The Landscape Architect is to collaborate with a professional civil engineer, licensed in the State of Utah, to prepare a full set of drawings, including grading, drainage, sedimentation and erosion control plans for the design of all Improvements within Empire Pass.

2.5.1 GRADING DESIGN

Recommended building locations have been selected to minimize the need for excessive grading. Site grading is to comply with the following Guidelines:

- Grading is to address the historical site disturbance by setting grade to match the adjacent ski trail and creating a generous landscaped forecourt to the Lodges beyond. Driveways are to be situated behind the building hidden from view from the ski trail and Marsac Avenue. Retaining walls are to be stepped with generous planting strips between walls. Refer to Section 2.2 for siting considerations regarding building placement.

- In general, natural slopes are to be used rather than retaining structures. However, retaining walls may at times be appropriate in order to address significant grade changes. Refer to the Section 2.6 for additional Guidelines regarding retaining walls.

- Slopes are not to exceed 2:1, unless it can be demonstrated that a steeper slope will not erode.

- Grading is to blend with the natural contours by feathering cuts and fills into existing terrain.

- If beneficial to ski experience, project grading may be considered to extend onto adjacent ski trail with approval of Deer Valley Resort ®.

- All areas disturbed by grading operations are to be re-vegetated and additional erosion control measures implemented as soon as possible. Erosion control mixes are to utilize native plant materials that establish rapid surface stabilization. The DRB may also require jute matting or other additional stabilization measures.

- Cut and fill quantities are to balance on-site to the extent feasible.

- Fill may be used to raise the landscaped forecourt elevation above the adjacent ski trail, provided that views of the building shall not dominate the skyline and/or project above the tree canopy.

- Ski-in/Ski-out trails shall have a minimum grade of 6% and a maximum grade of 20%.

2.5.2 DRAINAGE DESIGN

- Drainage plans are to locate snow storage and push zones where snow accumulation will not block drains and/or dam melt-water runoff. Drainage designs are to consider where melt-water will go and/or be retained on-site. Use of snow melt in driveways can reduce the need for snow storage areas.

- Drainage is to be dispersed within the Lot to the extent possible through the use of dry creeks, outfalls, french drains, dispersion trenches and/or other means of dispersion.

- Drainage is to be directed away from the adjacent ski slope and from the center of impervious surfaces to avoid ice buildup. Paved or impervious areas are to be sloped a minimum of 2% to increase water flow off of surfaces and to avoid ice accumulation.

- Owners are responsible for controlling drainage resulting from the development of their Lot. Drainage is not to be directed onto other Lots or properties, unless located within a designated drainage easement.

- Culverts are to be used to direct drainage under driveways. Culverts, headwalls, ditches and similar drainage structures are to be cut to match finished grade and constructed of materials similar to that used elsewhere on the site. The maintenance of culverts and stone facing are the responsibility of the Owner.

- Trenching for drainage lines is not to encroach within the dripline of existing trees.

- Impervious surfaces (such as concrete paving) are to be minimized to the extent feasible to encourage water percolation into the ground. The use of more pervious materials such as crushed rock, porous asphalt or open-celled pavers is encouraged.

- Drainage design is to minimize any potential for erosion and consequent downstream water quality impacts per Park City regulations. See Book IV, Section 3.18 for additional erosion control measures.

2.6 RETAINING AND SITE WALLS

Retaining walls and freestanding site walls are to be designed in accordance with those standards established in Section 2.5 as well as with the following Guidelines:

- Walls are to be located adjacent to or in close proximity to other built Improvements and may be constructed of exposed natural cast in-place concrete with finish to be approved by the Design Review Board prior to concrete placement.

- Walls are not to exceed 6 feet in height, except in areas not prominent from off-site where they may extend up to 14 feet in height. Retaining walls are to be stepped with minimum 10-foot wide typical planting terrace between walls. The DRB may approve retaining walls in excess of 6 feet when it is demonstrated that higher walls will result in a more sensitive design solution. If approved, such modifications will be recommended to the appropriate Municipal Authority for approval.

- Walls exceeding 4 feet in height are to be designed by a structural engineer.

- Tops of retaining walls are to be horizontal where feasible. Wall ends are not to stop abruptly, but are to make natural transitions into adjacent landforms and vegetation. Trees, shrubs and vines are to be planted at the base and top of walls to blend them with the site.

2.7 NEIGHBORHOOD STREETS AND DRIVEWAYS.

The Preliminary Plan identifies UDOT approved access points for the B2 East Neighborhood. Unless otherwise approved by the DRB, proposed neighborhood street access is to comply with that indicated on the Preliminary Plan. Additional Guidelines regarding neighborhood streets, driveways, garages and guest parking are noted below:

2.7.1 GENERAL CONSIDERATIONS

- Neighborhood streets, driveways and/or parking areas are to be designed to drain quickly, accommodate snow removal equipment and provide access to snow storage areas.

2.7.2 NEIGHBORHOOD DRIVEWAYS

- The lower neighborhood driveways accessing the Lodges shall maintain a width of 26’ as required by Park City Fire Marshall. The upper neighborhood driveway accessing the Villas shall reduce from 26’ width to 20’ width at a location acceptable to the Fire Marshall.

- Neighborhood driveway curb cuts are to be constructed in accordance with approved UDOT Conditional Access Permits, with street alignments then following a curved alignment that minimizes visibility of homes, garages, paved areas and other Improvements from community roads.

- Gradients of neighborhood driveways are not to exceed 10%.

- The neighborhood driveways may widen as necessary for fire truck turnaround.

2.7.3 INDIVIDUAL DRIVEWAYS

- Individual Villa driveways are to be a maximum of 20 feet wide.
- Driveway gradients are not to exceed 15%. Heated driveways are required for any slopes greater than or equal to 10%.

2.7.4 DRIVE WAY MATERIALS AND COLORS

- Neighborhood driveways, where they come off of community roads, are to be built of asphalt to match Empire Pass roads. Neighborhood driveways may later introduce a different material, such as unit pavers, colored concrete or an approved Empire stone, provided there is a smooth transition from one material to another.
- Curbs, where necessary for drainage or traffic control, are to be constructed of colored concrete as approved by the DRB.
- Colors of finish paving materials are to blend with the surrounding earth colors. Natural concrete finish is permitted.

2.8 GARAGES AND PARKING AREAS

Garage layouts, parking and driveway alignments are to minimize visibility of garage doors and guest parking from off-site. Garage and parking designs are to adhere to the following Guidelines:

2.8.1 SITING AND DESIGN REQUIREMENTS

- Avoid long uninterrupted rows of garage doors and minimize their visibility from off-site through vegetation screening, roof overhangs and/or reorienting doors.
- Parking and turnaround areas are to be located within Lot boundaries. On-street parking is not allowed anywhere within Empire Pass.
- Garage doors are to be recessed a minimum of 12 inches, as measured from the outside face of the wall.
- Recreational vehicles, boat trailers and similar vehicles that do not fit through a standard single-bay garage door (maximum size of 9 feet wide by 9 feet tall) may not be parked on Lots overnight.

2.8.2 PARKING SPACE REQUIREMENTS

- The location and design of parking spaces are to respond to the site's natural topography, setting and vegetation cover.
- The quantity and minimum size of parking spaces is to satisfy all Park City requirements. Both below-ground and at-grade parking spaces will be counted towards the minimum parking space requirement. Carports are not allowed.
- Exterior guest parking spaces are to be designed adjacent to entries and are to be sufficient in number to handle the visitor parking needs of the building.

- Parking will be included for Deer Valley Resort's ® Empire Canyon Lodge as per contractual agreement between Owner and Deer Valley Resort ®.

2.9 EXTERIOR HARDSCAPE AND OUTDOOR ROOMS

Outdoor living spaces may provide an effective transition between buildings and the outdoors, to reinforce the visual connection between buildings and site. Terraces, verandas, patios, porches, courtyards and other similar outdoor spaces are to be an integral component of the building design. The following Guidelines are to be incorporated into exterior hardscape design.

2.9.1 GENERAL CONSIDERATIONS

- Porches and covered outdoor spaces may be created by extending roofs and overhangs. Materials are to be similar to those used in roof framing.
- The transition from outdoor living spaces to the native landscape is to be made gradually with hardscape materials transitioning to more pervious materials as they move away from the building.
- Plant materials, landscape structures and architectural devices are to be incorporated into the design of outdoor spaces in accordance with Sections 2.13 & 2.15.

2.9.2 HARDSCAPE AND OUTDOOR ROOM SITING CONSIDERATIONS

- Paths, outdoor stairs and "outdoor rooms" are to be designed to blend with the natural topography and vegetation, and with associated retaining walls, fences or building foundations.
- Seasonal sun and wind exposure, along with how and when a space is to be used, are to be primary considerations when designing and locating outdoor spaces. For example, outdoor spaces might be placed on the east for protection from prevailing winds, on the south for morning and evening use in the summer or on northern locations for midday use during the summer.
- Outdoor hardscape and landscape designs are to consider requirements for snow removal equipment access, snow storage and melt-water drainage. All areas are recommended to have positive drainage at a minimum of 2% grade to move water off of surfaces quickly and minimize surface cracking and/or icing.
- Locating paths in areas with good sun exposure is recommended to minimize ice accumulation. Recommended gradients on paths are a maximum of 7% with a 2% maximum cross slope. In steeper areas, steps with a minimum 16-inch tread and 6-inch riser are encouraged.

2.9.3 NEIGHBORHOOD GATHERING AREAS

- Neighborhood Gathering Areas, central meeting places and/or potential transportation nodes, are to be incorporated in the landscape design of the Villas enclave to provide a distinctive gathering place for neighborhood residents.

2.9.4 HARDSCAPE PAVING MATERIALS

- Designs are to minimize the use of several types of paving materials in order to produce an understated, unified design. Materials are to augment and complement architectural materials while using proven techniques and applications that are designed to withstand the winter climate.
- The hardscape at Neighborhood Gathering Areas is to introduce special paving material, such as stone pavers or bands, to create an attractive meeting place and potential transportation node where residents connect to adjacent trails and/or pick up shuttles.
- Approved hardscape paving materials for outdoor rooms, paths and stairs include:
    - Local stone
    - Stamped colored, stamped and/or patterned concrete
    - Pre-cast concrete pavers
    - Chipped stone
    - Gravel and/or decomposed granite
    - Natural wood
    - Wood mulch

2.10 PATHS, SIDEWALKS, AND TRAILS

Paths and sidewalks are to connect the B2 East Neighborhood to the Empire Pass trail network to allow Residents to move about the Resort without relying on cars. The iconic Mid Mountain Trail traversing the site shall be realigned while meeting IMBA standards along with a new, safer crossing of Marsac Avenue as reflected in UDOT Conditional Access Permit plans. The following Guidelines apply to the design of all paths, sidewalks and trails:

- Paths, sidewalks and trails are to use an approved paving material as listed in Section 2.9.
- Grading for ski-in/ski-out trails and connections is to follow those Guidelines listed in Section 2.5 and should be designed to preserve significant trees and vegetation.
- Continuations of the community trail and path system are to connect at Neighborhood Gathering Areas.

2.11 FENCES AND GATES

An underlying goal for Empire Pass is to create a sense of continuity throughout the Mountain Village. For this reason, the introduction of fences and gates is limited to that necessary to establish privacy and screening in areas immediately adjacent to buildings. When used, fences and gates are to comply with the following Guidelines:

- Fences may not extend into front yard areas and are to start a minimum of 10 feet behind the main building's front facade.
- Fences are to relate to and extend from the site's architecture while responding to the natural topography and landscape. Perimeter fencing of the property line is not permitted.
- Fences are not to exceed 4 feet in height except in areas not visible from off-site and at pool

enclosures, where they may extend up to 6 feet in height.

- Wrought iron fencing, painted black or green to recede into the landscape, may be used at pool safety enclosures.

- Inappropriate wall and fence materials include, but are not limited to:
  - Railroad ties
  - Concrete block
  - Stucco
  - Pickets
  - Chain link

- Wood fences are to be left to weather, treated and/or stained to blend in with the surrounding trees and vegetation. Refer to Section 3.15 – 'Approved Finishes and Colors'.

- Planting plans are to incorporate tree and shrub plantings adjacent to fences in order to blend them with the surrounding landscape.

- Pool and spa fencing required by code may require additional detailing and landscape treatments, as specified by the DRB, to mitigate off-site visibility. Where allowed, the use of non-fencing solutions, such as locking pool covers should be considered.

- Dog runs and outdoor pet enclosures are not allowed.

- Privacy fencing or extensions of house walls are to be used to block views of utilities, mechanical equipment, trash enclosures and outdoor work areas. Such enclosures may extend up to 6 feet, if the fence is not visible from off-site.

- During winter months, temporary fencing is permitted to encourage skier safety as appropriate.

2.12 LANDSCAPE STRUCTURES AND SITE FURNISHINGS

The design and siting of all landscape structures and furnishings are subject to the following Guidelines:

- The height, color, materials and style of outdoor structures are to be the same or similar to that of the Residence. In general, the same Guidelines that apply to architecture apply to the design of landscape structures (refer to Chapter 3).

- Play structures that do not adversely affect views from off-site may be considered by the DRB provided they are constructed of natural materials and finished to recede into the landscape. Brightly colored play structures or furnishings will not be approved.

- Sport courts and associated equipment will be considered on a case-by-case basis. If approved, they are to be located in areas not visible from off-site.

2.13 POOLS, SPAS AND WATER FEATURES

All pools, spas and water features are to adhere to the following Guidelines:

- Pools, spas and other water features are to be visually connected to the building, and designed as an integral part of its exterior design.

- The introduction of landscaped water features, such as artificial creeks, is not allowed.

Small decorative fountains are permitted within courtyards and/or other outdoor spaces not visible from off-site.

- Pool safety measures are to be taken in accordance with local governmental regulations. Design solutions that eliminate the need for a pool fence while still complying with all safety codes are encouraged. (See Section 2.11 – 'Fences and Gates'.)
- Pools and spas are to be set down into the ground, terraces and/or decks.
- Spa and water feature equipment enclosures are to appear as extensions of the home and/or located in underground vaults to contain noise. Solid noise absorbing covers for equipment will be required after installation if it is discovered that the equipment is audible from adjacent properties.

2.14 PLANTING DESIGN

The underlying goal of landscape design at Empire Pass is to preserve, enhance and continue the natural landscape. The following Guidelines apply for all landscape planting designs:

2.14.1 GENERAL PLANTING CONSIDERATIONS

- Planting clusters are to be planted between individual Villas buildings to provide privacy and to subordinate buildings to the landscape.
- Planting plans are to consider impacts on views from adjacent properties to ensure plant materials do not obscure views at installation and/or at plant maturity.
- Landscape plantings are to define outdoor spaces and entries, frame desirable views, buffer prevailing winds and provide seasonal shade.
- Plant color, texture and form are to visually tie buildings and Improvements to the land and add interest to courtyards and other outdoor areas.
- Areas disturbed by site development or home construction are to be restored to reflect the characteristics of the natural landscape. Areas adjacent to the building and surrounding landscape Improvements are to be enhanced with native plant materials to effectively transition to the Natural Area.
- Landscape materials are to be planted in informal, natural patterns. Planting of trees or shrubs in straight lines, circles or other unnatural patterns is not allowed.
- Owners are responsible for the care and maintenance of all plant materials located in the public right-of-way between sidewalks/paths and the front street curb.
- Introduced plant materials are to be equal in scale (at installation) to the natural existing material surrounding the site using a mix of sizes that blend naturally into existing vegetation.
- Non-native plants, planting beds and gardens may be introduced adjacent to buildings. Plants are to transition to an all-native palette as one moves away from the building towards the Natural Area.
- Temporary irrigation is required for all landscape Improvements. Temporary systems are to be removed or disconnected after two growing seasons or after plant materials have been established.

- Landscape Improvements are to minimize irrigation requirements by grouping plant materials with similar water consumption needs. Refer to Section 2.17 for irrigation requirements.
- In order to minimize the use of water and to reinforce the integration of buildings and Improvements with the natural environment, the introduction of manicured lawns is to be minimized.
- Recommended plant materials are listed in Appendix B – 'Approved Plant List'. These plants are not necessarily native to the alpine regions of Park City and may require supplemental water for peak performance. Prohibited plant species are listed in Appendix C.

2.14.2 PLANT QUANTITY AND SIZE REQUIREMENTS

- Any trees greater than 6 inches in diameter at breast height (DBH) proposed for removal are to be mitigated at a 1:1 ratio. Mitigation trees may be planted anywhere on the Lot, subject to the Guidelines outlined in this section.
- 50% of evergreens required for mitigation are to be a minimum of 10 feet in height; 50% are to be a minimum of 14 feet in height. 50% of deciduous trees required for mitigation are to be a minimum size of 2-inch caliper DBH; 50% are to be a minimum 3-inch caliber DBH.
- All shrub plantings are to utilize a minimum 5-gallon container.
- The DRB may require additional plant materials and/or sizes, as necessary, to adequately filter views from off-site.

2.14.3 PLANTING DESIGN WITHIN THE NATURAL AREA

- Planting within the Natural Area is to be limited to native plant material as specified in Appendix B – 'Approved Plant List'.
- In order to create a uniform edge treatment, plant materials and landscaping in the Natural Area of each Lot is to smoothly interface with and transition into the natural landscape adjacent to the trails and ski runs. The use of mature landscape materials that exceed minimum size requirements is encouraged.

2.14.4 PLANTING DESIGN AT THE NEIGHBORHOOD GATHERING AREA

- Planting design at Neighborhood Gathering Areas is to break up large sections of paving, provide shade during summer months and offer wind protection during winter months. Plantings are to allow for sufficient sun penetration during winter months to prevent ice buildup.
- Special planting accents, such as a central tree island and/or planting area at landscape benches, are to be designed to offer added interest and/or a "landmark" at Neighborhood Gathering Areas.

2.15 FOREST PRESERVATION

To ensure the long-term health and vigor of the surrounding forests, Empire Pass has prepared a forest management plan with the following objectives:

- Encourage a diversity of species.
- Balance a healthy mix of mature trees with vigorous younger trees.
- Thin trees to avoid over-crowding, competition, stress, pests and disease.
- Require the removal of dead and diseased trees and the trimming of dead tree branches. (Refer to Section 2.16 for fire safety and prevention Guidelines.)

2.15.1 TREE PROTECTION GUIDELINES

Tree removal for building construction and Lot maintenance will be managed by the Design Review Board, and further overseen by Park City. Tree retention and health is to be managed using the following Guidelines:

- Tree protection and fertilization measures are to be taken on all large trees (12-inch caliper DBH or greater) within 30 feet of construction activity, including those outside of the Improvement Envelope.
- Tree wells constructed of approved stone are to be used when adding fill under the drip line of major trees. A blanket of porous stone and a network of aeration lines are to be installed at existing grade to allow air to reach the roots and to prevent over-compaction.
- Protective fencing is to be erected around all existing trees during construction. Refer to Book IV, Section 3.20 for tree protection measures during construction.
- Additional Guidelines are provided in the Forest Management Plan available from the DRB.

2.15.2 TREE REMOVAL GUIDELINES

Tree removal is to be done with the approval of the DRB according to the following Guidelines:

- Within the Natural Area, tree removal is to be avoided wherever possible, while still maintaining the health of the trees. In limited instances, the DRB may approve tree removal or thinning within the Natural Area for view corridors or solar exposure, provided it does not unreasonably increase visibility of buildings and other Improvements from off-site.
- The DRB may approve tree removal and/or selective tree thinning within the Improvement Envelope in order to accommodate buildings, driveways, sun exposure and selected views.
- Unauthorized tree removal is subject to fines of up to $5,000 per tree, payable to the Master Association.

2.16 FIRE SAFETY AND DEFENSIBLE SPACE PROVISIONS

Portions of Empire Pass are located in wildfire hazard areas. A number of measures have been implemented to reduce the risk of wildfire, including the design and use of ski runs and roadways as natural fire breaks. Nonetheless, it is important that Owners be aware of the possibility of wildfire. The threat of wildfire can be greatly reduced with the thoughtful planning and maintenance of a defensible space around the home. With this in mind, the following fire safety standards have been implemented:

- Potential fire fuel (such as dead limbs, leaves, needles and other material) is to be removed from areas immediately surrounding built structures.
- Owners are to select building and landscape planting materials that provide low fuel for potential fires.
- The maintenance of a 30-foot safety zone in all directions around all Buildings is strongly encouraged. Within this zone, the following fire prevention actions are recommended:
    - Regularly dispose of slash and debris materials resulting from thinning operations.
    - Periodically mow dry grasses and vegetation.
    - Stack firewood away from the home.
    - Maintain an irrigated area around buildings.
- Exterior wood building materials are to comply with all fire safety standards and procedures established by Park City, other applicable Municipal Authorities and the DRB. Regular observations for ongoing compliance with these standards will be conducted as described in Book IV, Section 2.12.

2.17 IRRIGATION AND WATER CONSERVATION

The following irrigation guidelines apply for Villas and Lodges:

- Permanent underground irrigation systems for lawns and flower gardens are limited to areas adjacent to the building and other built Improvements.
- Automatic irrigation systems are required at all re-vegetation areas (excluding the 30-foot wildfire safety zone). These systems may be abandoned when plantings have been clearly established after a minimum of two growing seasons.
- The use of moisture sensors, drip irrigation and pop-up heads are encouraged to conserve water.
- Backflow preventors are required; manual valves are permitted.
- Trenching for irrigation lines is not to encroach within the dripline of existing trees.
- Mulch all new planting areas, including trees in lawn areas, with a minimum of 3 inches to retain soil moisture, reduce erosion and provide for weed control.

2.18 OUTDOOR ARTWORK

All outdoor artwork is to be reviewed and approved by the DRB, prior to display. If approved, artwork is to be located adjacent to buildings and out of view from off-site. The DRB maintains the right to approve or deny an Applicant's request to display artwork outside of the Residence. Artwork locations shall be selected with skier safety in mind.

2.19 EXTERIOR LIGHTING

The clarity of the night sky in the Park City area is to be preserved. To help preserve the dark nighttime sky the following lighting Guidelines are to be observed:

2.19.1 LIGHTING FIXTURES

- Lighting fixture design is to be consistent with the architectural details of the building.
- Light fixtures at pathways and driveways are to be a maximum height of 36 inches.

2.19.2 LOCATION OF LIGHT FIXTURES

- Light fixtures, with the exception of driveway and address marker lighting, are to minimize impacts on adjacent properties. Light sources are not to be visible from adjacent buildings and/or off-site.
- Recessed light fixtures are to be used at entry monuments and address markers to identify neighborhood entrances and illuminate addresses. Street lamps are not permitted on neighborhood streets.
- Low-level path lighting is to be used at Neighborhood Gathering Areas to provide subtle lighting at path entrances, waiting areas and transportation nodes.
- The following light types and locations are not permitted:
  - Security yard lights
  - Landscape, plant or tree lighting
  - Architectural lighting of buildings with the exception of sign lighting and seasonal holiday lighting, as approved by the DRB.

2.19.3 LIGHT EMISSION

- Exterior night lighting is to be kept to an absolute minimum as required for safety and address identification at entrances, driveways and buildings. All light fixtures are to be activated for short-term use only.
- Exterior lighting is to use downward facing, horizontal cut-off fixtures, which hide the light source. Uplighting is not allowed.
- Lanterns are to use low intensity (25 watt or less) light sources with translucent or frosted glass lenses. Clear glass may be acceptable with low voltage bulbs and clear glass bulbs, subject to the DRB review of visibility from off-site.

- Driveway lighting is to be the minimum required for safety and is not to be spaced at regular intervals. Guardrails with reflectors may be used to help mark the driveway.
- Security lighting for emergency purposes may be permitted by the DRB, provided the sources are not visible from off-site, are fully shielded and are set on a timer or motion detector.
- Light sources are to be a warm, soft color that accurately renders true color. Sources that emit harsh, glaring white light are not permitted.

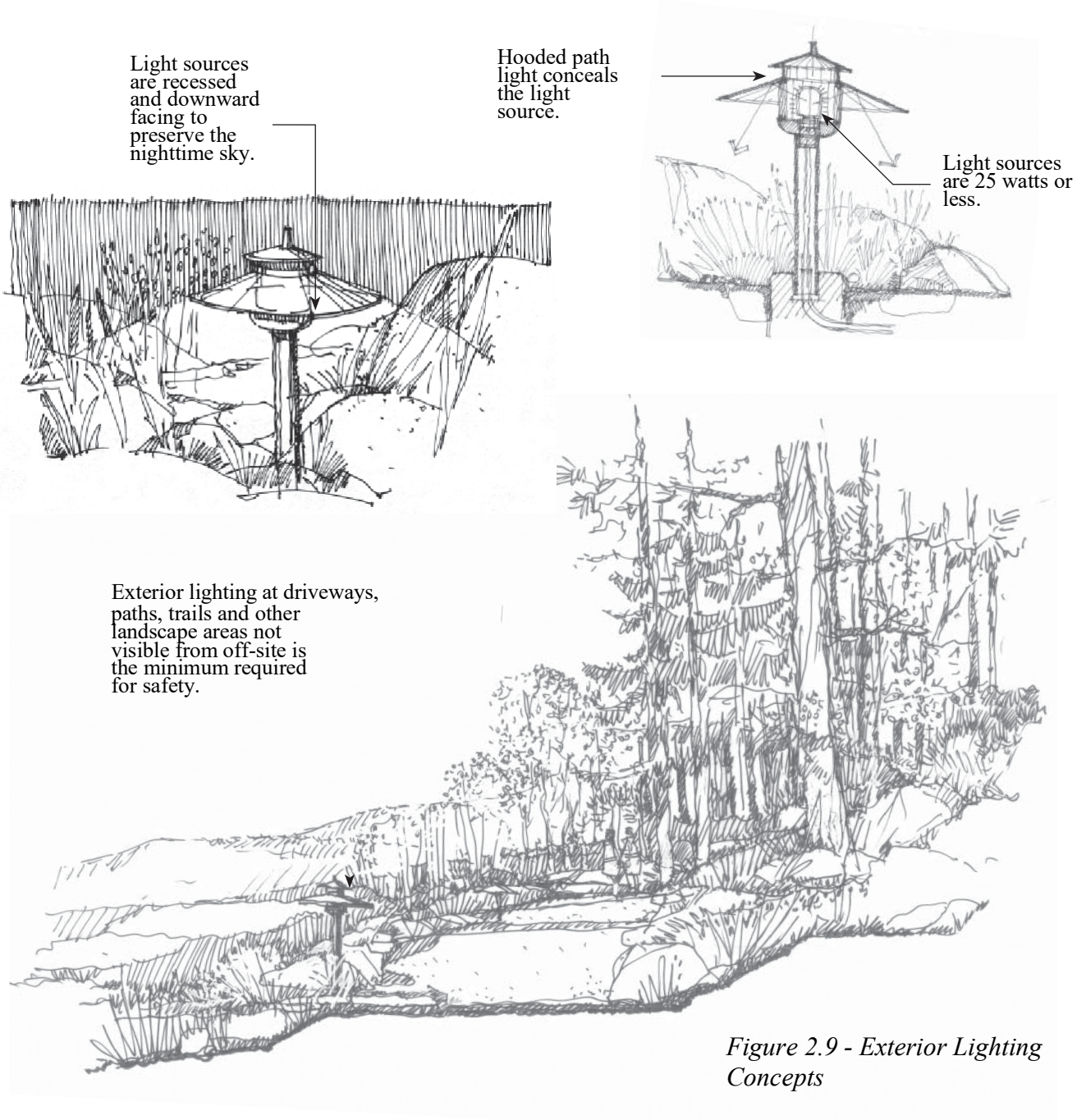


Figure 2.9 - Exterior Lighting Concepts

2.19.4 SEASONAL AND HOLIDAY OUTDOOR LIGHTING AND DECORATION APPLICABLE TO ALL AREAS EXCLUSIVE OF COMMON AREAS

Seasonal/Holiday Outdoor Lighting shall be permitted between November 15 and March 1 of the subsequent year and permitted between the hours (MST) of 5PM and midnight. The specific guidelines for installation in landscaped areas are as follows:

- Trees are permitted to be lighted for the purpose of seasonal lighting and decoration during winter months. Such lighting is to be installed in a manner that allows individual property owners enjoyment of seasonal lighting without causing undue glare or other negative visual impacts to neighboring properties or as viewed from areas outside the resort.

- White, string lights are required. Absolutely no chasing, blinking, or "icicle" lights are permitted.

Seasonal/Holiday Outdoor Lighting shall be permitted between November 15 and March 1 of the subsequent year and permitted between the hours (MST) of 5PM and midnight. The specific guidelines for installation on or around structures are as follows:

- White, string lights, which may decorate porches as well as the main entrance (doorway and associated entryway structure) to the home.

- "Outlining" of a home or individual architectural features of a home by applying stings of lights to run continuously along roof eaves, window trim or other prominent architectural features of a home is not permitted.

- Plastic statuary, inflatable lawn displays and other similar ornate displays containing un-natural, non-indigenous materials are not permitted. However, garland and/or wreaths which simulate, in a life-like manner, true, organic evergreen or deciduous tree boughs will be permitted; garland and wreaths made of organic materials are preferred and encouraged.

2.20 SERVICE AREAS, STORAGE AND UTILITY LOCATIONS

The following Guidelines apply for all outdoor service and storage areas:

- Trash disposal, outdoor work areas, utility meters and connections, transformers, air conditioning units, satellite dishes, pool/spa equipment and similar above- ground devices are to be completely screened from off-site views by the use of architectural devices and/or plant materials. Where feasible, these areas are to be integrated into the building's architecture. The location and screening of such devices will be reviewed by the DRB throughout all stages of the design review process. Noise emission from such devices is to be contained.

- Service and storage areas are to be made inaccessible to wildlife.

- Owners are responsible for providing utility service lines from the property line to the building. Utility easements have been established throughout Empire Pass in order to facilitate the installation and maintenance of utilities.

- In order to minimize site disturbance, all utility lines are to be located underground, and

when feasible, under or along driveways. Utility alignments are to minimize grading and tree removal.

2.21 ENTRY MONUMENTS AND ADDRESS SIGNS

- Entry monuments that identify the Villas and Lodges enclaves are to be located within 20 feet of the intersection of the community road and the neighborhood street.
- Entry monument designs are to be reviewed and approved by the DRB.
- Entry monuments size shall be regulated by Municipal Code.
- An address marker is to be installed and maintained by the Owner.
- The address marker is to be located within 20 feet of the intersection of the driveway and the neighborhood street.
- Entry monuments and address signs are to be illuminated using internally shielded light fixtures.
- Signs containing the name of individual Villas are not permitted.
- Real estate signs are not permitted within Empire Pass.
- Any maintenance work performed on entry monuments and/or address markers by the Master Association will be billed to the Owner.

2.22 MAIL AND DELIVERY BOXES

Individual home mail delivery is not available at Empire Pass. Outdoor mailboxes, newspaper boxes, package tubes and similar delivery containers are not permitted.

3.0 ARCHITECTURAL GUIDELINES

The following chapter sets forth Guidelines and standards for all work relating to the renovation, alteration or addition to the exterior finish of an existing structure and/or new construction of building(s), including Building Heights, Massing, color and materials.

3.1 ARCHITECTURAL DESIGN OBJECTIVES

Buildings in the B2 East Neighborhood are to compliment the existing natural landscape and the overall history of the site. Nestled in a large natural bowl, the site is surrounded by quaking aspens and long-range expansive views. The following design objectives have been identified to help further the overall vision for Empire Pass.

- ***Design buildings that compliment the surrounding natural landscape.*** Like the dramatic surrounding mountains, building masses are to be bold yet in harmony with the natural surroundings. Buildings facades and rooflines are to be articulated with variations and not flat. Building massing shall step with existing topography as the site climbs from north to south.

- ***Design buildings that respond to the local climate and take advantage of the outdoor lifestyle of the Wasatch Mountains.*** Buildings are to be oriented to the outdoor lifestyle available year-round to residents of the Park City region. Decks, balconies and windows are to be located and designed to capture views, maximize sun and shade (depending on season), reduce wind exposure and otherwise take advantage of the spectacular outdoor environment.

- ***Utilize building materials that are true to their structural purpose…. Materials shall clearly fit into a structural or cladding language, architecturally. Efforts should be made to keep this distinction between materials "honest" when possible.. Building massings or trimwork that is purely decorative should be discouraged and will be considered on a case by case basis***

- ***Develop custom detailing designs that tie the Villas on the upper portion of the site to the Lodges on the lower portion of the site.*** Custom detailing at accent features, exposed roof edge details, balconies, railings, chimney caps, colors, materials and other architectural elements are to create a unique architectural character for the B2 East Neighborhood.

3.2 BUILDING FORMS

Building forms are to be designed with three main elements:

1. Foundation walls on the Villas may be recessed behind the residential floors above in order to reduce disturbance of the ground plane and the height of exposed foundation walls. Foundation walls shall be constructed of cast in-place concrete. Foundation walls on the Lodges shall be a maximum one story in height except at garage entries. Foundation walls may seamlessly transition into vertical stair tower elements.

2. Villas Building walls are not to exceed three Stories in height. Lodge Building Walls height shall be limited by Volumetrics approved for B2 East Neighborhood.

3. Articulation of massing through "Ragged Edges" of cantilevered living spaces over decks below at the ends of each Lodge building will be the dominant design element of the Lodges, framing the calmer middle sections of the buildings. The Villas' massing will be broken up by multiple roof elevations stepping down from three stories over the master bedroom to an understated two story element incorporating the garages.

3.3 BUILDING MASS, SCALE AND COMPOSITION

In summary, buildings are to reflect the scale and drama of their mountain setting, have large sheltering roofs and dramatic use of cantilevers as a counterpoint to the rugged surrounding mountains.

- Structures are to utilize a variety of forms, arranged in a hierarchy with one form clearly dominant. For the Villas, roof lines shall step down with the lowest roof height over the garage element between units creating separation of building mass. Lodges buildings shall incorporate multiple roof steps and also incorporate a variety of roof elements. Overall, the Lodges buildings will climb following the grade of the adjacent ski trail.

- Villas Building Massing is to be broken into room-sized volumes, reflective of interior spaces and uses. Building materials, offsets, projections, recessed windows and doors, and balconies are to be used to provide shadow and texture. In order to avoid large bulky masses, Villas garages are to be articulated as a distinct building form, subordinate to the main Residences.

- Lodges Building Massing is to be composed of clusters of building forms so that they appear to be a collection of individual masses and not rows and/or stacks of essentially identical "products".

- Lodges Accent Features (architectural elements that add interest and relief to building elevations) are to be incorporated in order to create the sense that the Lodges consist of a collection of building forms rather than one large unarticulated rectangular mass. Lodges may incorporate the following techniques to create Accent Features:

    - The use of full-height stacked balcony elements or other building projections to break up the perceived building length.

    - The incorporation of building projections of various heights that are approximately the size of a bedroom, living room or large alcove.

    - Variations in building materials at entries, balconies and other building projections.

- Adjacent Lodges buildings are to be designed to blend with and not contrast with each other. This is to be achieved by:

    - Breaking up long horizontal lines at wall and roof planes by introduction vertical elements, such as balconies; and

    - Linking buildings to landscape features and neighboring Lodges buildings by the use of walls, plantings, patios and/or terraces.

- Porte cocheres, entry gables, shed roofs, balconies and other single-story elements are to be introduced to reduce the apparent height and mass of Lodges buildings and to provide shadow and texture.

- Building masses are to use simple, bold forms.

- Roof forms and skylines are to be fragmented with varied roof elements and with roof lines climbing from one building to the next as the site climbs from north to south.

- All Buildings shall conform to PCMC LMC Section 15-5-8 (Facade Length and Variations).

3.4 BUILDING SIZE

In conjunction with building Massing, building size will be evaluated by the DRB to ensure building's are in scale with their surrounding natural setting. Building size is calculated using Saleable Square Feet. (Refer to Appendix A for the definition of Saleable Square Feet.)

- Development on the B2 East site is limited to 162,000 sf Saleable Square Feet, plus 3,600 sf of Resort Support Commercial.
- To reduce the project density adjacent the ski trail, site planning incorporating approximately 25,000 Saleable Square Feet of Villas on the upper portion of the B2 East site is encouraged.
- To break down the project density adjacent the ski trail the remaining development incorporated in the Lodges shall be broken into several distinct buildings.

3.5 BUILDING HEIGHT

Building heights are to be designed according to the following Guidelines in order to create buildings that are pedestrian-friendly and not overwhelming in scale.

Building Height is measured as "the vertical distance under any roof or roof element to existing grade", or as set forth in the most current Park City Land Management Code. Building Height is subject to the more restrictive of the following Guidelines:

- Buildings are to comply with maximum Building Height as specified by Park City.
- Building Heights are to generally be consistent with the Volumetrics as shown on the B2 East Site Plan dated 4/16/2021, or subsequent revisions as approved by Planning Commission.
- The height of chimneys, cupolas and other roof forms will be reviewed on a case- by-case basis.
- Villas Buildings are to remain below surrounding tree canopy levels.

3.6. ACCESSORY BUILDINGS

All Accessory Buildings, such as the entry lobby, detached skier lounge and trash enclosures are subject to the following Guidelines:

- Accessory Buildings are to be subordinate to the main Buildings and similar in detailing and stylistic qualities.
- Accessory Buildings may be freestanding or connected to the main Buildings by outdoor rooms and/or architectural projections such as breezeways or arcades.

3.7 ROOFS

In keeping with the mountain climate, roof designs are to be kept simple. Roofs are to be designed in accordance with the following Guidelines:

3.7.1 ROOF MATERIALS AND COMPOSITIONS

- Roofs are to be large sheltering forms, predominantly flat or very low pitched shed roofs. Clipped gables, conical, and flat roofs are generally discouraged, but may be considered at secondary roofs on a case-by-case basis. A-frame roofs are not allowed.
- Roofs are to use a limited palette of materials in order to present a coherent design image throughout the community. Approved primary roof materials include:
  - Standing seam metal (in a dark color approved by the DRB)
  - Vegetated green roofs on flat roofs are encouraged.
  - Concrete pavers may be used on high flat roofs where vegetated green roofs are not appropriate or practical.
- Flashing, gutters and downspouts are to be constructed of durable materials, such as copper or other pre-finished metals that have the appearance of aged copper. Metals are to weather and/or be treated to blend with the adjacent walls and roofs.
- All exposed metal is to be consistent in appearance and finish.

3.7.2 ROOF PITCHES AND DIMENSIONS

- Roof pitches are to generally be between 0:12 and 2:12. The DRB may consider alternate roof pitches provided the roof relates well to the wall mass below, is well suited to the specific site and presents an overall aesthetic consistent with these Guidelines when viewed from off-site.
- Roofs sharing the same ridge are to have the same pitch. Pitch breaks are permitted when they occur at architecturally appropriate locations such as plate lines or changes in plane.
- Long roof overhangs (minimum of 24 inches) are to be incorporated to give a sense of shelter and enclosure. Deeper overhangs are to be used above large window openings.
- Roofs eaves are not permitted within 7 feet of finished grade.

3.7.3 SNOW GUARDS, GUTTERS AND DOWNSPOUTS

- Roof's are to be designed to retain snow. Pedestrians may be protected from snow shedding by use of snow guards and heating of eaves as appropriate. Either cold roof or super insulated roof construction may be used.
- Snow guards may be used, per Park City building regulations, wherever significant amounts of snow may accumulate over occupied areas, such as entries, patios, decks, balconies or parking areas.
- Snow guards are to be constructed of plate steel vertical supports with steel members that relate to nearby structural members. All exposed steel is to be acid-washed or painted to match the roof or building trim.
- Gutters and downspout are to be used at roofs that partially cover outdoor gathering areas. Where roofs are in constant shadow or have northern exposures, gutters and downspouts

may be more effective when used in conjunction with heat tape.

- Gutters used below snow guards are to be designed to withstand the load of the accumulated snow and ice released from snow guards.
- Approved materials for gutters, downspouts and eavelines include:
  - Copper
  - Galvanized steel, acid-washed
  - Corten steel
  - Pre-finished metal, finished to look like aged copper
  - Coated metal
- Gutter sections may be traditional or half-round.
- Roof drains internal to the building are encouraged.

3.8 EXTERIOR WALL MATERIALS

Exterior wall materials are to use authentic, indigenous and rustic looking materials, such as local stone, rough-sawn wood and hammered metal. The following Guidelines apply to the use of all exterior wall materials at B2 East.

3.8.1 MATERIALS AND FINISHES

- Approved foundation wall finish materials include:
  - Exposed cast in-place concrete with finish to be reviewed and approved by Design Review Board prior to concrete placement.
- Approved building wall finish materials include:
  - Vertical wood siding
  - Cementitious siding, with a texture to simulate natural wood grain
  - Exposed natural concrete with finish to be reviewed and approved by Design Review Board prior to concrete placement.
  - Pre-finished metal panels/flashing
  - Natural metals that develop a living finish, such as zinc, copper, or steel
- Inappropriate exterior wall materials include, but are not limited to:
  - Faux and/or non-local stone
  - Cobblestone and river rock
  - Logs

- Board and batt
- Shingles

- Additional siding materials may be considered by the DRB on a case-by-case basis.
- A maximum of three exterior wall materials and a minimum of two are to be used on any one building.
- Reflective materials or finishes are not allowed. All materials are to utilize staining or natural weathering processes which render them non-reflective within one year of completed construction.

3.8.2 CONCRETE WALL APPLICATIONS

- Exposed board formedconcrete is to be used at building foundations and ground floor levels to give buildings the appearance of having a properly proportioned and load bearing foundation. Concrete may also be used to define three-dimensional elements, such as stair towers or chimney elements. Concrete is not to be used merely as a skirting strip around building bases or as panels within a wood sided wall.
- Concrete walls are to be vertical.

3.8.3 WOOD WALL APPLICATIONS

- Wood siding (and cementitious siding as required by fire code) is to be limited to two types per building. Vertical siding is to be the dominant application, but may be complemented with horizontal siding on accent elements. Transitions between wood siding materials are to take place at offsets in the wall plane, such as at cantilevers and/or building additions, rather than in horizontal layers.

3.9 DOORS AND WINDOWS

Fenestration design is to comply with the following Guidelines:

3.9.1 GENERAL GUIDELINES

- Windows and doors are generally rectangular in shape.
- Fenestration design is to utilize generous expanses of glass with minimal use of mullions.
- Clear glazing is preferred, however, glass may be coated and tinted to control solar heat gain. Mirrored appearance is not acceptable.
- Building facades shall include sufficient solid elements to contrast with and separate the expansive glazing elements.

3.9.2 EXTERIOR DOORS

- Doors are to avoid the danger of shedding snow by placing them under protective roof elements.

- Door massing and sizes are to be appropriately scaled to the size and materials of the wall in which they are placed.
- Exterior doors may be of glass, wood or steel.
- Door wall systems providing for indoor/outdoor living are encouraged.

3.9.3 WINDOWS

- Approved window types include:
  - Fixed - Double-hung
  - Awning - Casement
- Jalousie, glass block and similar window types are not allowed. Pivoting and/or hopper windows will be considered on a case-by-case basis.
- Window proportions are to be based on a vertical or square unit, whether set into a wall or grouped together in horizontal openings.
- The shapes and details of all openings are to be appropriate to the structural expression of the walls within which they are located.
- Window designs are to be consistently applied throughout all elevations of a building through the use of consistent proportions, modular elements and/or similar lite designs.
- Windows are to be clad in maintenance free metals such as copper, powder-coated aluminum or acid-washed galvanized steel. Copper cladding may be left to patina naturally, provided it loses its reflective properties within one year of construction completion. Vinyl cladding is not permitted. Refer to Section 3.15 for approved color selections.
- Window shutters are not permitted.

3.10 STRUCTURAL EXPRESSION

Structural systems may be concealed within floor and roof elements. Exterior columns may be minimized to maintain expansive views and transparency of building between residential decks below and living areas above.

3.11 CHIMNEYS AND ROOF PROJECTIONS

- The sizes and heights of chimneys are to be in scale with the building's architecture.
- Rooftop equipment, including vents and all flues 6 inches in diameter or greater, are to be concealed in chimney-like structures that are an integral part of roof designs.
- Heights of wood-burning chimneys are to comply with all applicable codes. Heights of gas-burning chimneys or boiler flues are to match those of their wood burning counterparts.
- Chimney veneers are to be constructed of stone or concrete to match and/or complement building materials.

- Chimneys may terminate in decorative caps of stone, concrete or metal. Creative designs are encouraged. When flat or pitched stone caps are used, they are to have a minimum thickness of 6 inches. All chimney caps are to have screen spark arrestors per local codes.

- Air conditioning and heating equipment may not be mounted on roofs, unless completely concealed.

3.12 FIREPLACES

Per Park City code, wood-burning fireplaces are not allowed in individual Villas or Lodges units. The quantity of gas burning fireplaces is not restricted.

3.13 DECKS, BALCONIES AND RAILINGS

Decks and balconies are to be used to strengthen the connection between the indoors and the outdoors, subject to the following Guidelines:

- Railing designs are to maximize transparency. Approved railing materials include:
  - Metal mesh or flat bar
  - Metal, non-reflective and similar to metal detailing used elsewhere on the Buildings
- Balcony, deck, porch and railing designs shall be consistent between buildings within the B2 East neighborhood.
- Floors of balconies that are visible from off-site, or from units located above or adjacent to them, are to be finished in wood, stone, or colored, stamped or patterned concrete or concrete pavers.
- Design of balconies, decks and porches is to take into consideration shade, sun, wind, snow shedding and other climatic influences.

3.14 DETAILS

Finish details such as exterior hardware and light fixtures shall reflect the contemporary architectural vernacular.

3.15 APPROVED FINISHES AND COLORS

The color of exterior elements, including roofs, walls, trims and landscape structures, is generally subdued, complementary of and slightly darker than the colors found in the surrounding landscape. Accent colors and trims, however, are to add more vibrancy and warmth to buildings.

- Building elements are to fall within the following general color ranges:
  - Roofs are to be brown, gray, dark green and/or gray-green in hue
  - Wood walls are natural browns or grays
  - Accent and trim colors are dark grays, browns or bronze
  - Fences are to be of dark colors to minimize visibility

- Colors shall be selected to provide contrast between primary building cladding materials. Monochromatic color schemes are discouraged.
- More vibrant accent colors may to be used at entry and first floor levels to add interest and warmth to pedestrian levels.
- Color schemes in the B2 East neighborhood are to be generally consistent between buildings, with no color changes between units in one building.
- Wood walls are to use more transparent stains to emphasize and retain the natural texture, grain and variation of the wood.
- Concrete and wood materials are not to be covered with paints and/or opaque stains.
- Steel vertical supports at snow guards are to be painted black or to match roof colors.

3.16 SKYLIGHTS SOLAR PANELS AND SATELLITE DISHES

Skylights, solar panels and satellite dishes are to be completely screened from off-site and are subject to the following additional Guidelines:

- Satellite dishes and their locations are to be approved by the DRB. An application, application fee and proposed location for all satellite dishes must be submitted to the DRB for review and approval prior to satellite dish installation. (Refer to *Book IV* for design review procedures and application requirements.)
- Satellite dishes are to be a maximum of 24 inches in diameter and colored to blend with the site or building. A maximum of two satellite dishes are permitted per building.
- Skylights and solar panels are permitted only where not visible from off-site.
- Where approved, skylights are to use clear, flat and non-reflective glass. Skylights are to match the pitch of the roof and are not to extend further than 4 inches above the roof plane.
- Interior lights may not be pointed upwards through skylights or cast light onto overarching vegetation.

3.17 IT/TELECOMMUNICATION FACILITIES

All Buildings at Empire Pass have access to high bandwidth infrastructure that delivers high-speed data connection for real-time services such as remote-location teleconferencing, learning, healthcare and entertainment. In order to avoid impacts to off-site views, all wiring and equipment housing is to be incorporated as part of the building design and not as an exterior detached utility closet. Recommended cabling requirements are outlined in the *Multi-Family Residential Pre-Wire Guidelines*, available from the DRB office.

ATTACHMENT 1: SITE PLAN

Olson Kundig April 16th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment Graphic Site Plan
Exhibit 1 - Site Plan and Building Massing

EMPIRE PASS
DESIGN REVIEW BOARD

June 11, 2021

Sommet Blanc Development, LLC
Mr. Lynn Padan
PO Box 980022
Park City, UT 4098

RE: Sommet Blanc, 9300 Marsac Ave
Empire Pass Development
Preliminary Design Approval

Dear Lynn,

Thank you for your recent application regarding Sommet Blanc, 9300 Marsac Ave to the Empire Pass Design Review Board (the DRB) requesting Preliminary Design approval of the proposed condominiums and townhomes project. At the June 9, 2021 meeting the DRB granted Preliminary Approval with the following conditions:

1. Preliminary Review is based off plans dated April 16, 2021.
2. The total site of is comprised of 6.91 acres.
3. There are 2 Villa Buildings:
   - 5 Units Total
   - The Total Saleable Square Footage for the Villas is 25,000
   - The maximum building height for the Villas is 48 feet above natural grade
   - The driveway width for the villas road coming off of Guardsman Road is 26 feet wide, the first section of grade is 5% with a 10% maximum grade and leveling off at 1%
   - The villas have 10 enclosed parking spaces.
   - There is a Ski Lounge Building for the Villas (single story)
4. There are 3 Lodge Buildings
   - Building A: 17 units
   - Building B: 17 units
   - Building C: 9 units
   - There is a Lobby Building for the Lodges (single story)
   - The Total Saleable Square Footage for the Lodges is 137,000
   - The Max Square Footage per Pod B2 approved MPD is 162,000
   - The maximum building height for the Lodge buildings are 82 feet above datum points
   - The driveway width for the Lodges coming off Marsac Ave is 26 feet wide, with 4% for the first section, 10% maximum and finishing off at 5% grade.
   - The lodges have 155 enclosed parking spaces, 4 at grade totaling 159.

5. The Lodge's height of ridges at building ends:

Building A

• West End	- Level 5 Roof	8,407'
	- Restaurant Patio	8,342'
	- Height from Finished Grade	65'
• East End	- Level 6 Roof	8,424'
	- Lobby Driveway	8,345'
	- Height from Finished Grade	79'

Building B

• North End	- Level 5 Roof	8,424'
	- Lobby Driveway	8,345'
	- Height from Finished Grade	79'
• South End	- Level 6 Roof	8,441'
	- Upper Cul de Sac	8,362'
	- Height from Finished Grade	79'

Building C

• West End	- Level 6 Roof	8,455'
	- Ski Lounge Patio	8,376'
	- Height SW corner	79'
	- Upper Cul de Sac	8,364'
	- Height NW Corner	91'
• East End	- Level 6 Roof	8,455'
	- Level 3 Patio	8,402'
	- Height SE corner	53'
	- Upper Cul de Sac	8,364'
	- Height NE corner	91'

6. The DRB walked the site to review the lot staking of the entire project. The DRB would like to see more details for landscaping and walls on the corner of the property adjacent to the Empire Canyon day lodge.
7. The DRB discussed the preservation of trees above the proposed condo retaining walls and the area below the Villas ski lounge building. To be field verified with applicant when LOD is set.
8. The applicant will provide finish materials for all proposed retaining walls.
9. The DRB granted a variance for retaining walls to have a maximum height of 14 feet to accommodate the Fire Marshall required shift of the lower driveway to meet ladder access requirements.
10. The flat roofs now have the addition of green roofs.

11. The DRB conceptually approved and favored the proposed exterior materials.
12. All exterior materials are subject to mockup review and approval.
13. The applicant to provide deck and railing details for final review.
14. Submit color and texture sample for colored concrete drive areas, which requires DRB approval prior to installation.
15. Applicant understand that no faux or manufactured materials may be used as finished exterior product, this would include glue-lam beams, faux stone, bare concrete, vinyl siding, etc.
16. The DRB to review the complete lighting plan, including cut sheets and specifications for all exterior light fixtures proposed with the applicant for final review.
17. Applicant to provide complete landscape plan, including counts and planting specs, for DRB review.
18. Art work specs to be provided for final review.
19. The applicant shall submit a detailed sign program to the DRB for review and approval prior to installation of the same.
20. Building height, volumetrics and square footage calculations to be addressed to the satisfaction of the DRB and the City.
21. Applicant understands the requirement to provide an on-site mock-up of exterior materials, colors and construction techniques for further DRB review and approval prior to installation of the same.
22. Applicant has provided utility routes, connection points.
23. The DRB to review the construction mitigation plan with the applicant during the final review.
24. Applicant to provide details of the entry monument for final review.
25. Provide for final review: excavation export/import quantities, identify soil storage areas on construction management plan.

Again, we thank you for your Preliminary Design submittal and look forward to working with you and your team as the process continues.

Feel free to contact our office at 435-333-3700 with any questions regarding the Design Review process.

Respectfully,

Trish Waterman

Trish Waterman, Empire Pass MOA Director
On behalf of the Empire Pass Design Review Board

EMPIRE PASS
DESIGN REVIEW BOARD

July 28, 2021

Sommet Blanc Development, LLC
Mr. Lynn Padan
PO Box 980022
Park City, UT 4098

RE: Sommet Blanc, 9300 Marsac Ave
Empire Pass Development
DRB Modified Plan Preliminary Design Approval

Dear Mr. Padan,

Thank you for your re-submittal of Preliminary plans regarding Sommet Blanc, 9300 Marsac Ave to the Empire Pass Design Review Board (the DRB). The DRB previously granted Preliminary approval on June 9, 2021 based off plans dated April 16, 2021. On July 27, 2021 the DRB reviewed modified Preliminary plans dated July 15, 2021 and granted an amended Preliminary approval with the following conditions:

The DRB approved changes to the Buildings on site include:
Building A
1. One floor was dropped on the west side adjacent to the Empire Canyon Day Lodge.
2. The west elevation is now 4 stories at the upper cantilever and climbs to 5 stories for the west penthouse.
3. At the far east end the building is dropped to 5 stories and climbs to 6 stories for the east penthouse.
4. A cantilevered glass element was added the elevation facing the roundabout to increase architectural interest.
5. Area of the green roof increased.
6. The transition from the Day Lodge to the building is now softer.

Building B
1. The penthouse roofs were rotated to face west rather than north/south, which reduced the building height at the ends of the building.
2. Area of the green roof increased.

Building C
1. One floor was added, which increased the height to 92’ above the benchmark.

Villas
1. The number of villas was reduced to 4 units from 5 units.
2. There is now separation between the northernmost villa and Marsac Ave below and allows more landscaping opportunities.
3. The two duplex buildings are not situated on the flattest portion of the upper site.
4. The amenity building and the driveway hammerhead are pulled further north.

Patio Area

1. The restaurant patio was reduced to introduce a landscape buffer between the patio and the ski beach.

Exhibit D shows the updated volumetrics to the height of Building A (west) and the addition of another floor to Building C to accommodate density shifted from Building A and the eliminated villa. The DRB asked the applicant to do their best to preserve the trees between Building C and the villas. The DRB favored the direction of the architecture with the flat roofs, which comply with the B2 East design guidelines.

Again, we thank you for your submittal. Feel free to contact our office at 435-333-3700 with any questions regarding the Design Review process.

Respectfully,

Trish Waterman

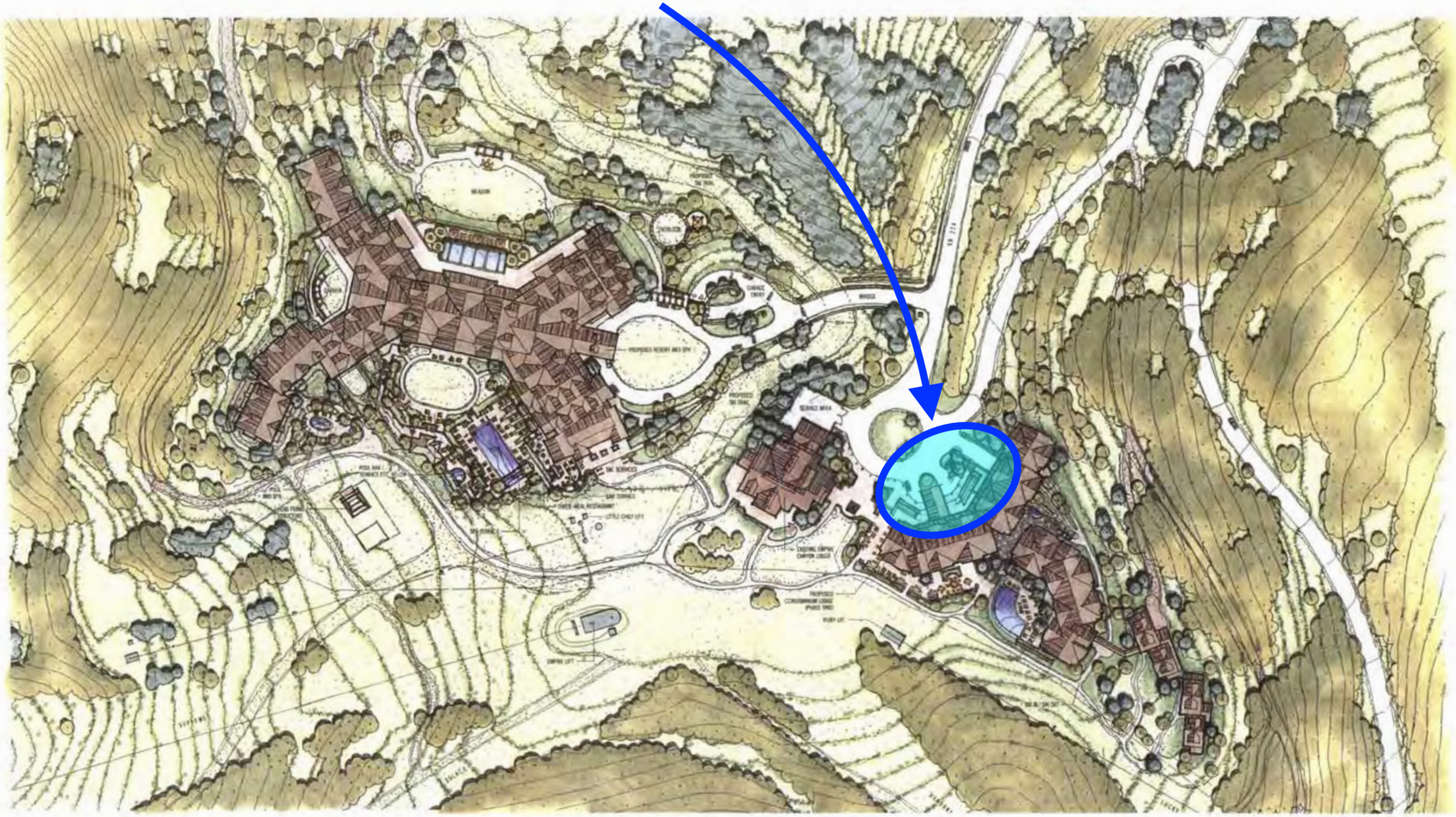
Trish Waterman, Empire Pass MOA Director
On behalf of the Empire Pass Design Review Board

Sommet Blanc (B2 East) - CUP & MPD Amendment

Exhibit 5 - Hill Glazier Challenges

September 2nd, 2021

Three B2 East curb cuts on Marsac roundabout



CONCEPTUAL LANDSCAPE PLAN

HG HILL GLAZIER ARCHITECTS

TERRASAN PLANNING & LANDSCAPE ARCHITECTURE 1660 GILPIN STREET DENVER, CO 80218 Tel (303)331-1717 Fax (303)331-1615

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

L 1.01

EDGE OF DEER VALLEY BUFFER EASEMENT
EDGE OF DEER VALLEY SKI EASEMENT
PROPERTY LINES

A
B
C

PARCEL A

Potential Future Ski Trail

Ladder Truck Accessible

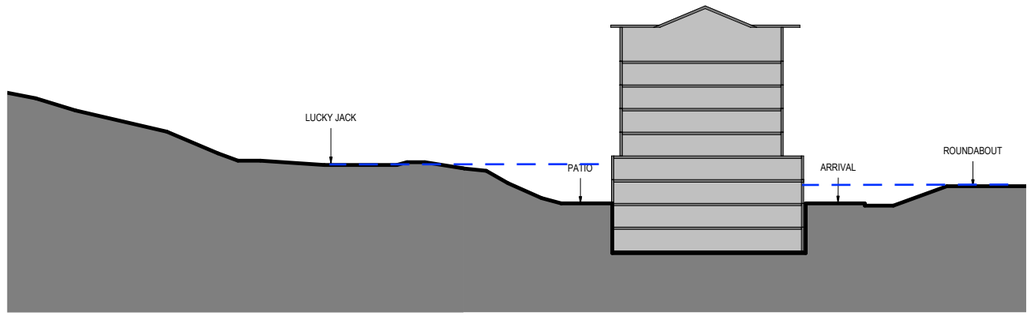
No Fire Access

N

0 50' 100' 150'

Olson Kundig April 16th, 2021

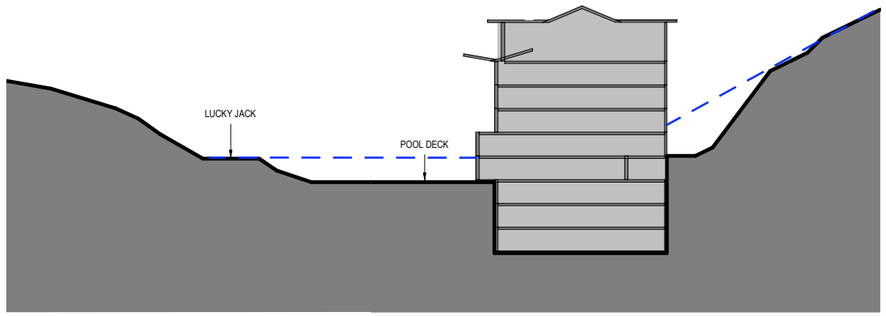
Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 5 - Hill Glazier Plans



Patio well below Lucky Jack

A HILL GLAZIER -SECTION A

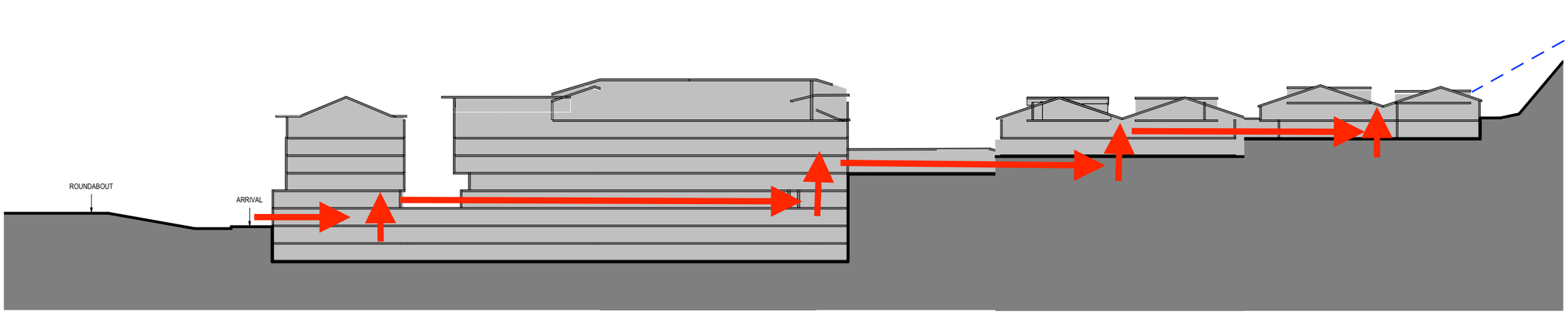
Arrival below roundabout



Pool deck well below Lucky Jack

B HILL GLAZIER -SECTION B

Massive cut slope at rear of building

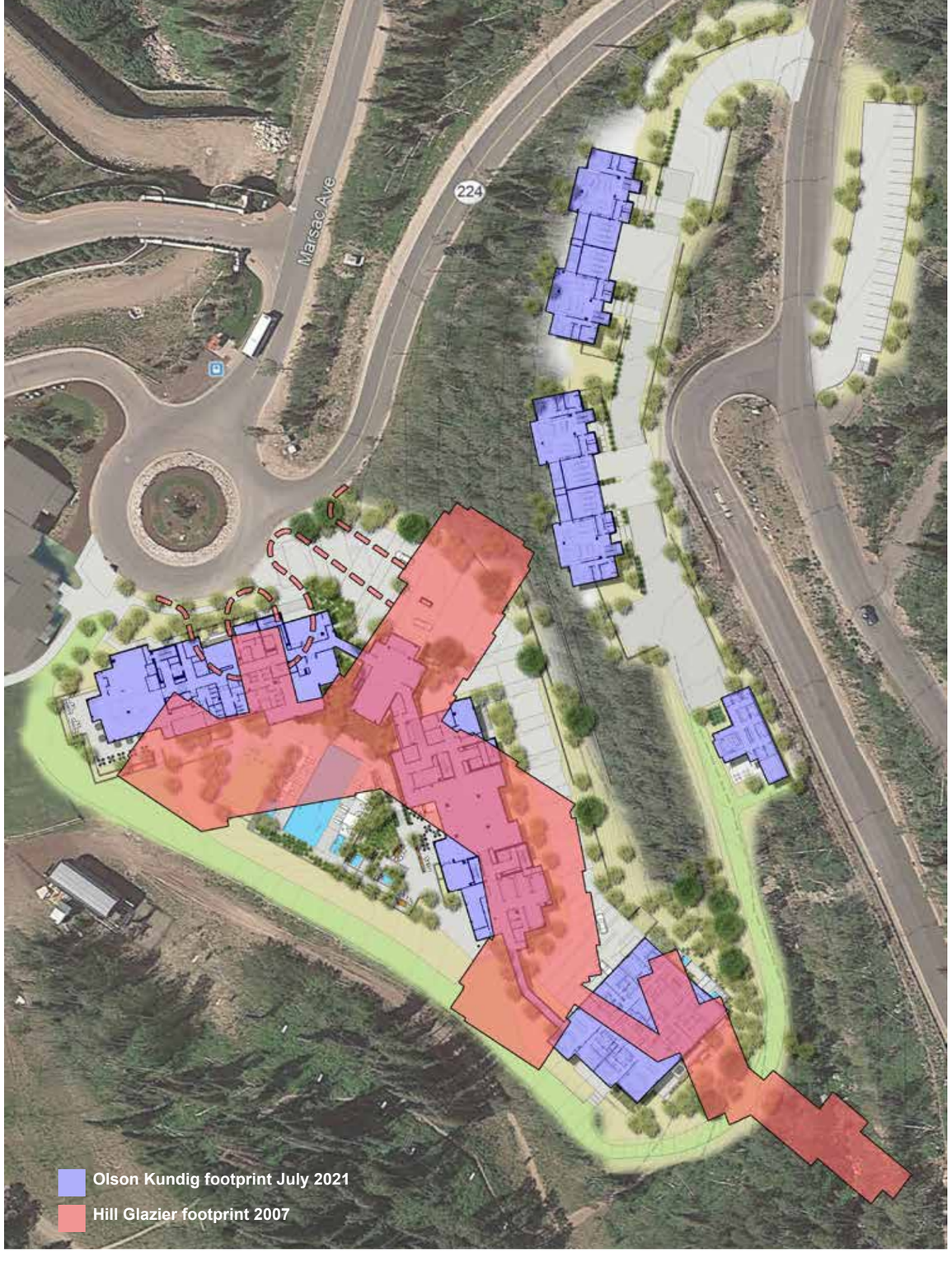


Arrival below roundabout

C HILL GLAZIER -SECTION C

Crazy internal circulation. See red arrows

Massive cut slope above last villa


Marsac Ave
224
Olson Kundig footprint July 2021
Hill Glazier footprint 2007

GUARDSMAN ROAD (SR-224) PUBLIC ROAD

TWISTED BRANCH ROAD (PRIVATE ROAD)

LOT 1, B2 EAST SUBDIVISION PLAT

PARCEL PCA-S-98-SD-1-X

PARCEL PCA-S-98-SD-1

12' SIDE SETBACK

20' FRONT SETBACK

15' REAR SETBACK

SSMH #3

20' WIDE SBWRD SEWER EASEMENT

INSTALL 330LF 8" HDPE SDR-17 SANITARY SEWER. MAINTAIN 6' MIN. BURY.

RETAINING WALL #8

RETAINING WALL #7

RETAINING WALL #5

RETAINING WALL #6

RETAINING WALL #4

RETAINING WALL #3

RETAINING WALL #2

RETAINING WALL #1

APPROX. LOCATION OF PROPOSED CONDO

SSMH #2

PROPOSED CONDO ROAD

APPROX. LOCATION OF PROPOSED LOBBY

INSTALL 332LF 8" HDPE SDR-17 SANITARY SEWER. MAINTAIN 6' MIN. BURY.

SSMH #1

MARSAC AVENUE (A 50' WIDE PUBLIC RIGHT-OF-WAY)

EMPIRE LODGE DRIVEWAY

DEER VALLEY EMPIRE DAY LODGE

LUCKY JACK SKI RUN

CHAIRLIFT TOWER

RUBY CHAIRLIFT

LINE TYPE LEGEND

ESS	EXISTING SEWER	X	EXISTING FENCE
EW	EXISTING WATER	EG	EXISTING GAS
ESD	EXISTING STORM DRAIN	ET	EXISTING TELECOMM
EOHU	EXTG OVERHEAD UTILITY	EP	EXISTING POWER
EFO	EXTG FIBER OPTIC	EOHP	EXTG OVERHEAD POWER

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
06/04/2021
STATE OF UTAH

30' 0 30' 60'

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

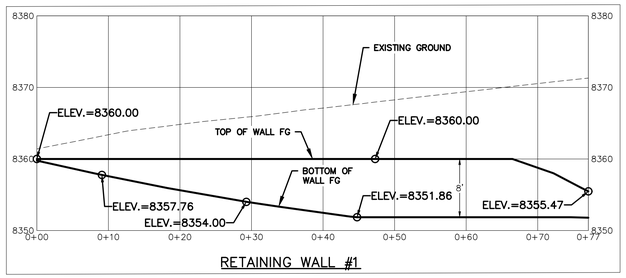
STAFF: MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 06/04/21

LOT 1, B2 EAST SUBDIVISION
OVERALL RETAINING WALL PLAN

FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil_Retaining Wall Exhibits 6-4-21.dwg

SHEET 1 **OF** 3



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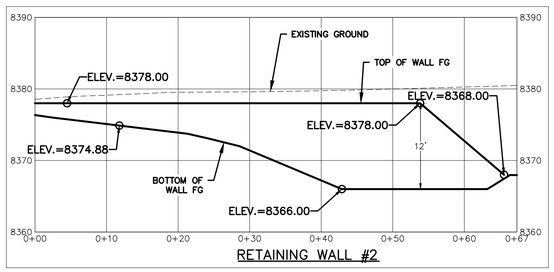

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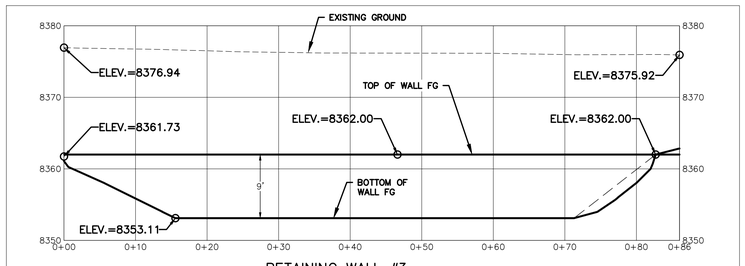

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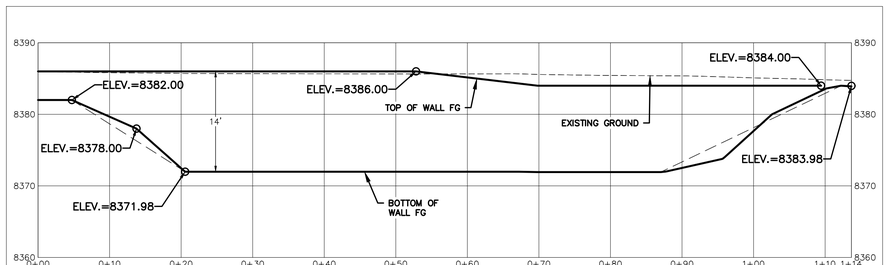

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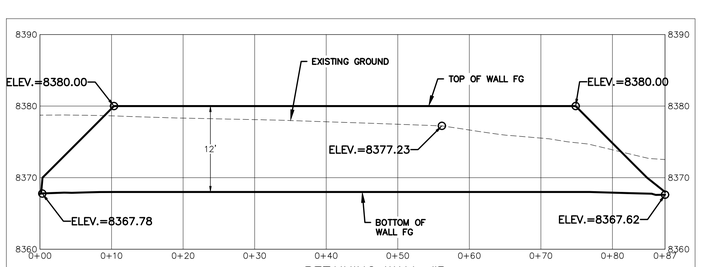

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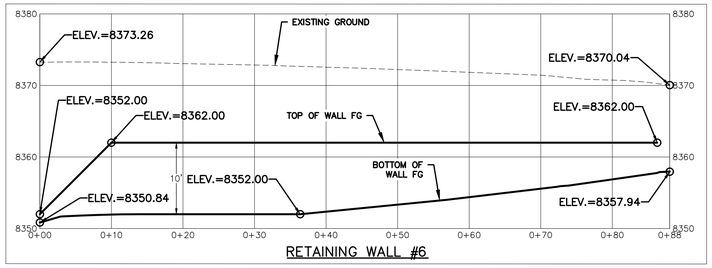

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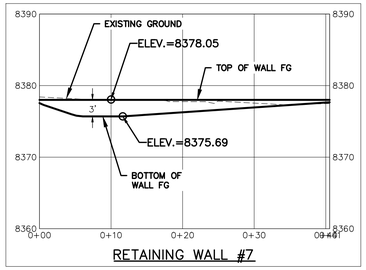

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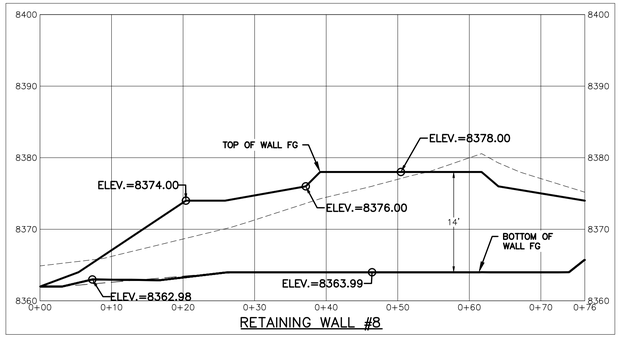
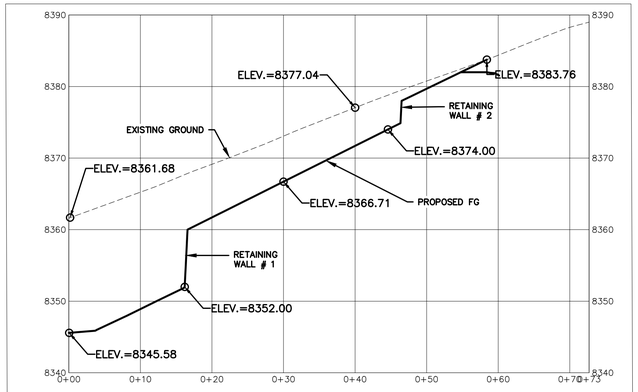


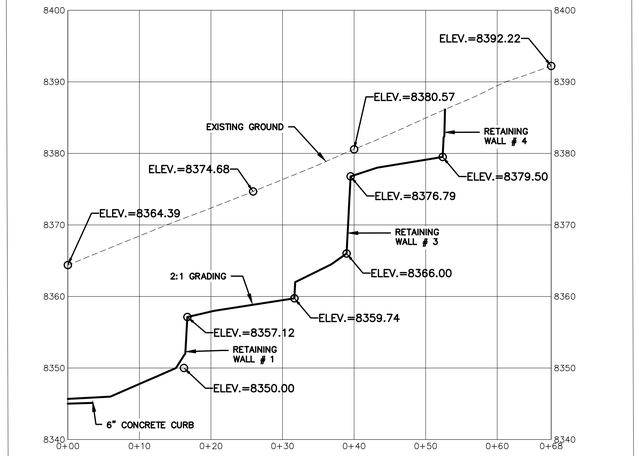
RETAINING WALL #8

NOTE:

1. BOTTOM OF WALL GRADING TO BE SMOOTH 2:1 OR 1:1 GRADING, REFER TO GRADING PLAN SHEET.
2. DASHED LINE ON PROFILES TO REPRESENT SMOOTH BOTTOM OF WALL GRADING.



CROSS SECTION #1



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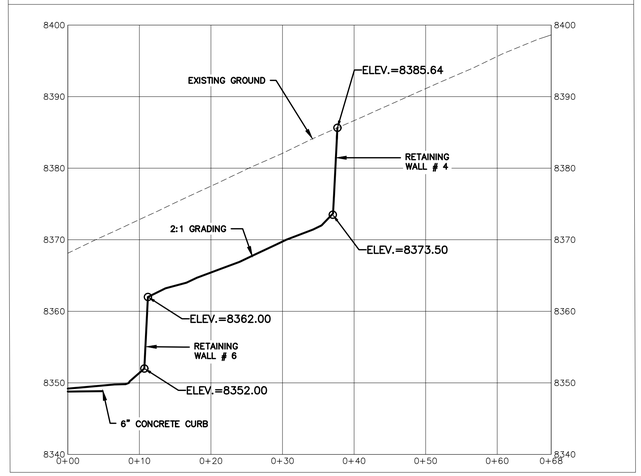

CROSS SECTION #3

10' 0 10' 20'

No. 4857264 MICHAEL DEMKOWICZ 06/04/2021 REGISTERED PROFESSIONAL ENGINEER STATE OF UTAH

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: MICHAEL DEMKOWICZ, CONNOR DINSMORE

DATE: 06/04/21

LOT 1, B2 EAST SUBDIVISION
RETAINING WALL PLAN & PROFILE

FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil_Retaining Wall Exhibits 6-4-21.dwg

SHEET 2 **OF** 3

GUARDSMAN ROAD (SR-224) PUBLIC ROAD

TWISTED BRANCH ROAD (PRIVATE ROAD)

LOT 1, B2 EAST SUBDIVISION PLAT

PARCEL #2
PCA-S-98-SD-1

PARCEL #1
PCA-S-98-SD-A

12' SIDE SETBACK

20' FRONT SETBACK

15' REAR SETBACK

SSMH #3

20' WIDE SBWRD SEWER EASEMENT

INSTALL 330LF 8" HDPE SDR-17 SANITARY SEWER. MAINTAIN 6' MIN. BURY.

RETAINING WALL #8

APPROX. LOCATION OF PROPOSED CONDO

RETAINING WALL #7

RETAINING WALL #5

RETAINING WALL #6

RETAINING WALL #4

RETAINING WALL #3

RETAINING WALL #2

RETAINING WALL #1

SSMH #2

APPROX. LOCATION OF PROPOSED CONDO

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ESS	EXISTING SEWER	X	EXISTING FENCE
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EFO	EXTG FIBER OPTIC	EOHP	EXTG OVERHEAD POWER

PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
06/04/2021
STATE OF UTAH

30' 0 30' 60'

(435) 649-9467

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SHEET 3 **OF** 3

Flagstaff Annexation and Empire Pass Units and Unit Equivalents

As of 10.25.18 Reflects Empire Residences platted, Silver Strike amendment and (Larkspur Townhouse (3 units) , Moonshadow 8 PUD (31 UE), Tower Res (14 units) plats under review)

SINGLE FAMILY LOTS

POD	Single Family	Approved SF lots	Cert of Occupancy to date	Remaining lots to CO
A	Banner Wood-platted	6	4	2
B1	Northside-platted	10	10	0
D	Red Cloud-platted	30	11	19
Totals	**(Single Family only)**	**46**	**25**	21
Maximum SF Allowed by Flagstaff Development Agreement		46		
Remaining Units/UE to Plat		0		

MULTI-FAMILY UNITS

POD	Multi-family	Units Approved/Proposed	UE Approved/Proposed	Units Platted or under review	UE Platted or under review	SF Platted or under review	PUD units (SF/duplex use UE)	ADA provided/required	CO UE's to date	CO Units to date
A	Moon Shadow Condo 8 PUD on Lot 1 VEPN apprvd	8	31.00	8	31	62,000	8	0	0	0
A	Lot 3 VEPN plat-(Bldg 3) (Empire Residences approved)	21	24.50	21	24.49	48,981	0	1	0	0
A	**Lot 2 VEPN plat-(Bldg 4) TBD**	**TBD**	**TBD**				0	**TBD**	0	0
A	Lot A VEMP1 3 townhomes condo plat to CC 11/29/18	3	5.75	3	5.75	11,500	0	0	0	0
A	Tower Resid. (Bldg 1)- platted lot/CUP/Condo plat to PC 11/14/18	14	21.23	14	21.226	42,453	0	**1**	0	0
A	Shooting Star-platted lot and condo (Bldg 2)	21	18.30	21	18.055	36,109	0	1	18.1	21
A	One Empire Pass-platted lot and condo (Bldg 5)	27	32.80	27	32.513	65,026	0	1	32.8	27
A	Silver Strike-platted lot and condo (Bldg 6) (subject to plat amend)	34	35.60	34	35.653	71,305	0	2	35.7	34
A	Flagstaff -platted lot and condo (Bldg 7)	37	35.90	37	36.753	73,506	0	2	36.8	37
A	Arrow Leaf A-platted lot and condo (Bldg 8)	28	24.50	28	23.229	46,458	0	2	23.3	28
A	Arrow Leaf B- platted lot and condo (Bldg 9)	28	25.70	28	24.373	48,746	0	2	24.4	28
A	Grand Lodge-platted lot and condo (Bldg H)	27	33.00	27	32.672	65,344	0	2	32.7	27
A	Larkspur East Townhouses-all platted/condo (3 duplex = 6 PUD)	15	24.40	15	24.347	48,693	6	0	24.4	15
A	Larkspur West Townhouses-all platted/condo	12	20.70	12	20.637	41,273	0	0	20.7	12
A	Paintbrush PUDs- all platted /condo	12	31.90	12	31.538	63,076	12	0	32	12
A	Belles PUDs- all platted/condo	17	45.00	17	45	90,000	17	0	37.85	16
B1	Nakoma PUDs- all 17 are platted condo but 5 unbuilt	17	45.00	17	45	90,000	17	0	35	12
B1	Ironwood- all platted/condo	24	37.40	23	36.972	73,944	0	1	37.1	23
B2	B2 West Montage- 174 hotel rooms platted(apprvd 192)	hotel rooms	69.60	n/a (hotel rooms)	72.665		0		72.4	1
B2	B2 West Montage condos- platted (apprvd 94)	94	114.00	84	109.335	218,669	0	5	109.3	84
B2	**B2 East- B2East Subdivision approved/No condo plat yet**	70	81.00				0	**TBD**	0	0
Totals (Multi-family (MF) only)		**509**	**757.28**	**428**	**671.208**	**1,197,083**	**60**	**20**	**572.55**	**377**
Maximum (MF) Allowed by Flagstaff Development Agreement		**550**	**785.00**	**550**	**785**	**n/a**	**60**	**n/a**		
Remaining MF Units/UE (to be approved and/or platted)		**41**	**27.72**	**122**	**113.792**	**n/a**	**0**	**n/a**		

MF Totals by POD- apprvd/platted/proposed, includes PUDs, not SF lot	Units	UE	Units Platted (or plat under review)
A (includes unbuilt Empr Res, Larkspur, Moon Shadow, Tower Residential)	304	410.28	304
B1	41	82.4	40
B2 (plus 174 hotel rooms for units, hotels rooms included in UE)	164	264.60	84
Totals Multi-family (MF)	**509**	**757.28**	**428**
% of MF units total in Pods A, B1 and B2 that are in POD A (MPD requires minimum of 50%)	**59.72%**		**71.03%**

When recorded return to:
Snyderville Basin Water Reclamation District
2800 Homestead Road
Park City, Utah 84098

ENTRY NO. 01135384
06/29/2020 12:50:28 PM B: 2579 P: 1501
Easements PAGE 1/9
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 0.00 BY SNYDERVILLE BASIN SID

GRANT OF EASEMENT AND ACCESS EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF WASTEWATER COLLECTION AND TRANSPORTATION PIPELINE(S) AND APPURTENANCES

Sommet Blanc Residences I, LLC, a Utah limited liability company; Braunwen Shaye, LLC, a Utah limited liability company; Alpine Villas, LLC, a Utah limited liability company and Vonspar, LLC, a Utah limited liability company, Grantors, do hereby convey and warrant to the Snyderville Basin Water Reclamation District, a local District of the State of Utah, (the District) Grantee, of Summit County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent non-exclusive easement and right-of-way for the purpose of constructing, operating and maintaining one or more underground pipelines and appurtenances in the easement granted herein for the collection and transportation of wastewater as permitted by the District in the exclusive discretion of the District, over, across, through and under the premises of the Grantors situated in Summit County, Utah which is more specifically described as follows:

SANITARY SEWER EASEMENT

An easement located in the southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said easement being described as follows:

Beginning at a point that is South 00°30'49" East 433.50 feet coincident with the section line and East 147.36 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the southerly boundary of Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Recorder, Summit County, Utah, and also being on a curve to the left having a radius of 80.00 feet, of which the radius point bears North 34°30'25" West; and running thence coincident with Marsac Avenue Right of Way and Northeasterly along the arc of said curve 36.13 feet through a central angle of 25°52'29"; thence North 76°29'43" East 48.90 feet to a point on a curve to the right having a radius of 110.00 feet, of which the radius point bears South 13°30'17" East; thence along the arc of said curve 166.78 feet through a central angle of 86°52'08"; thence South 16°38'08" East 132.07 feet to a point on a curve to the left having a radius of 90.00 feet, of which the radius point bears North 73°21'52" East; thence along the arc of said curve 75.05 feet through a central angle of 47°46'37"; thence South 64°24'45" East 59.74 feet to a point on a curve to the left having a radius of 190.00 feet, of which the radius point bears North 25°35'15" East; thence along the arc of said curve 147.43 feet through a central angle of 44°27'35"; thence North 71°07'40" East 18.58 feet to the east boundary of B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; thence coincident with said east boundary South 24°02'49" East 20.08 feet; thence South 71°07'40" West 20.39 feet to a point on a curve to the right having a radius of 210.00 feet, of which the radius point bears North 18°52'20" West; thence along the arc of said curve 162.95 feet through a central

angle of 44°27'35"; thence North 64°24'45" West 59.74 feet to a point on a curve to the right having a radius of 110.00 feet, of which the radius point bears North 25°35'15" East; thence along the arc of said curve 91.73 feet through a central angle of 47°46'37"; thence North 16°38'08" West 132.07 feet to a point on a curve to the left having a radius of 90.00 feet, of which the radius point bears South 73°21'52" West; thence along the arc of said curve 136.45 feet through a central angle of 86°52'08"; thence South 76°29'43" West 78.62 feet to the point of beginning.

This easement is contained within Parcels B2EAST-1-A, B2EAST-1-B, B2EAST-1-C and B2EAST-1-D.

Also granting to the Snyderville Basin Water Reclamation District a perpetual right of ingress and egress to and from and along said right-of-way and with the right to operate, maintain, repair, replace, augment and/or remove the pipelines and appurtenances deemed necessary by the District for the collection and transportation of wastewater; also the right to trim, clear or remove, at any time from said right-of-way any tree, brush, structure or obstruction of any character whatsoever, which in the sole judgment of the Grantee may endanger the safety of or interfere with the operation of Grantee's facilities. The Grantors and their successors in interest hereby forever relinquish the right to allow or construct any surface or underground improvement which would interfere with the operation, replacement or repair of the pipelines constructed and maintained under the provisions of this easement and covenant and agree that no underground or surface improvement, trees or structures will be constructed under or over the surface of the easement granted herein, without the express written consent in advance of the Grantee, which would interfere with the exercise of the rights of the Grantee to operate, maintain, repair or replace the sewer pipeline constructed by or for the Grantee.

Also granting to the Snyderville Basin Water Reclamation District a perpetual right of ingress and egress to the above described permanent easement over, across, and through the premises of the Grantors situated in Summit County, Utah which is more specifically described as follows:

SANITARY SEWER ACCESS EASEMENT

An easement located in the southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said easement being described as follows:

Beginning at a point that is South 00°30'49" East 436.81 feet coincident with the section line and East 142.07 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the southerly boundary of Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Recorder, Summit County, Utah, and also being on a curve to the left having a radius of 80.00 feet, of which the radius point bears North 30°03'21" West; and running thence coincident with Marsac Avenue Right of Way the following two (2) courses: 1) Northeasterly along the arc of said curve 56.65 feet through a central angle of 40°34'24" to a point of reverse curve to the right having a radius of 15.00 feet, of which the radius point bears South 70°37'45" East; thence 2) along the arc of said curve 8.98 feet through a central angle of 34°17'41" to a point on a non tangent curve to the left having a radius of 10.00 feet, of which the radius point bears North 76°10'02" East;

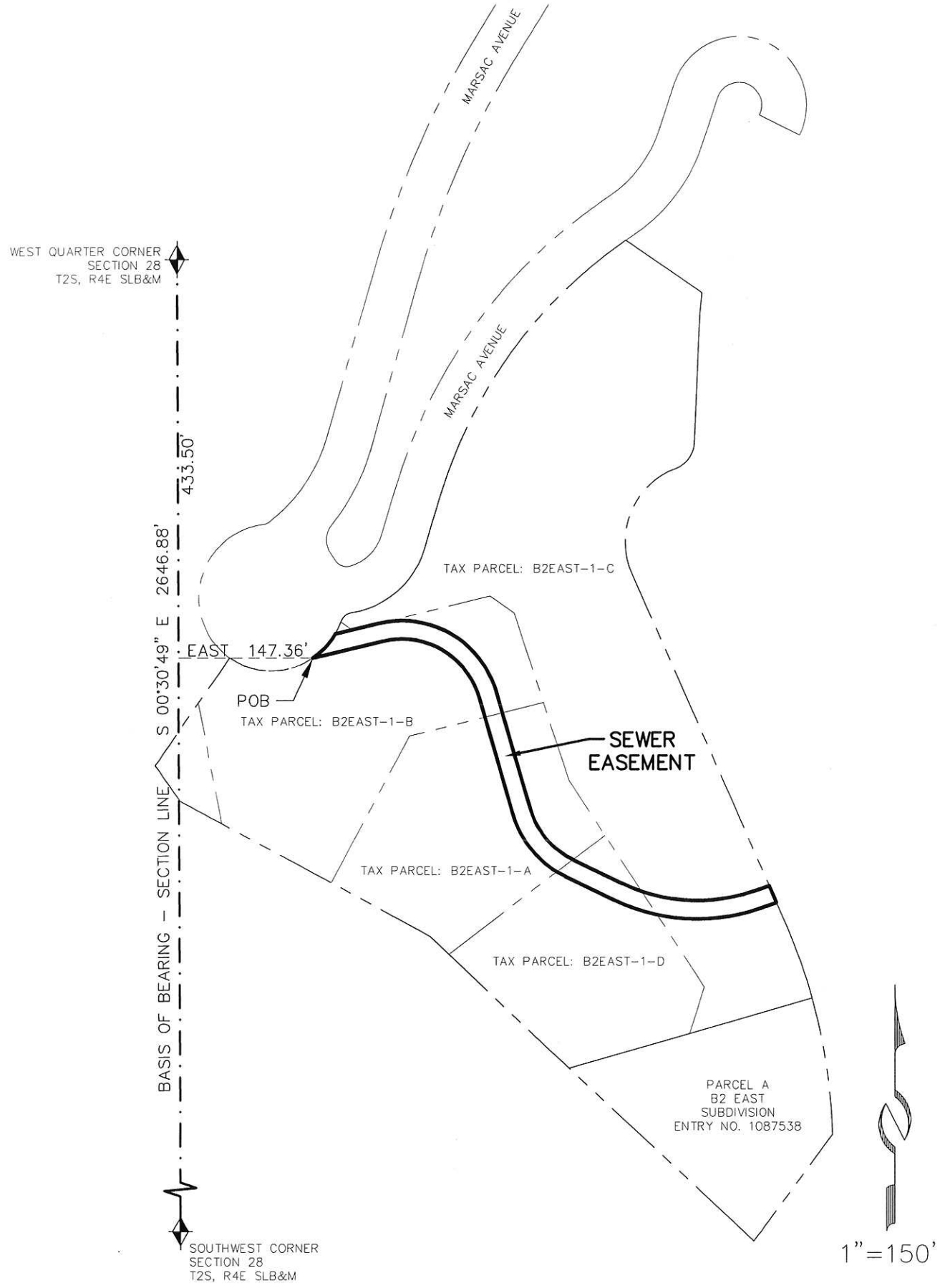
thence along the arc of said curve 15.65 feet through a central angle of 89°40'19"; thence North 76°29'43" East 23.32 feet to a point on a curve to the right having a radius of 117.00 feet, of which the radius point bears South 13°30'17" East; thence along the arc of said curve 177.39 feet through a central angle of 86°52'08"; thence South 16°38'08" East 109.91 feet to a point on a curve to the left having a radius of 35.00 feet, of which the radius point bears North 73°21'52" East; thence along the arc of said curve 40.03 feet through a central angle of 65°31'32" to a point of reverse curve to the right having a radius of 35.00 feet, of which the radius point bears South 07°50'19" West; thence along the arc of said curve 149.98 feet through a central angle of 245°31'32"; thence North 16°38'08" West 173.62 feet to a point on a curve to the left having a radius of 88.00 feet, of which the radius point bears South 73°21'52" West; thence along the arc of said curve 133.42 feet through a central angle of 86°52'08"; thence South 76°29'43" West 84.50 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the west quarter corner and the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

This easement is contained within Parcels B2EAST-1-A, B2EAST-1-B, B2EAST-1-C and B2EAST-1-D.

The easements granted herein are subject to the condition that the Grantee shall indemnify and hold harmless, the Grantors, their heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation or maintenance of the sewer pipeline provided for in this easement; the Grantors' right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantee's right to defend any claim against the Grantors which would cause a claim of indemnification against the Grantors. This provision shall not be interpreted or construed to waive the rights of the Grantee to the affirmative defenses to claims provided under the Utah Governmental Immunity Act.

SANITARY SEWER EASEMENT
B2 EAST SUBDIVISION



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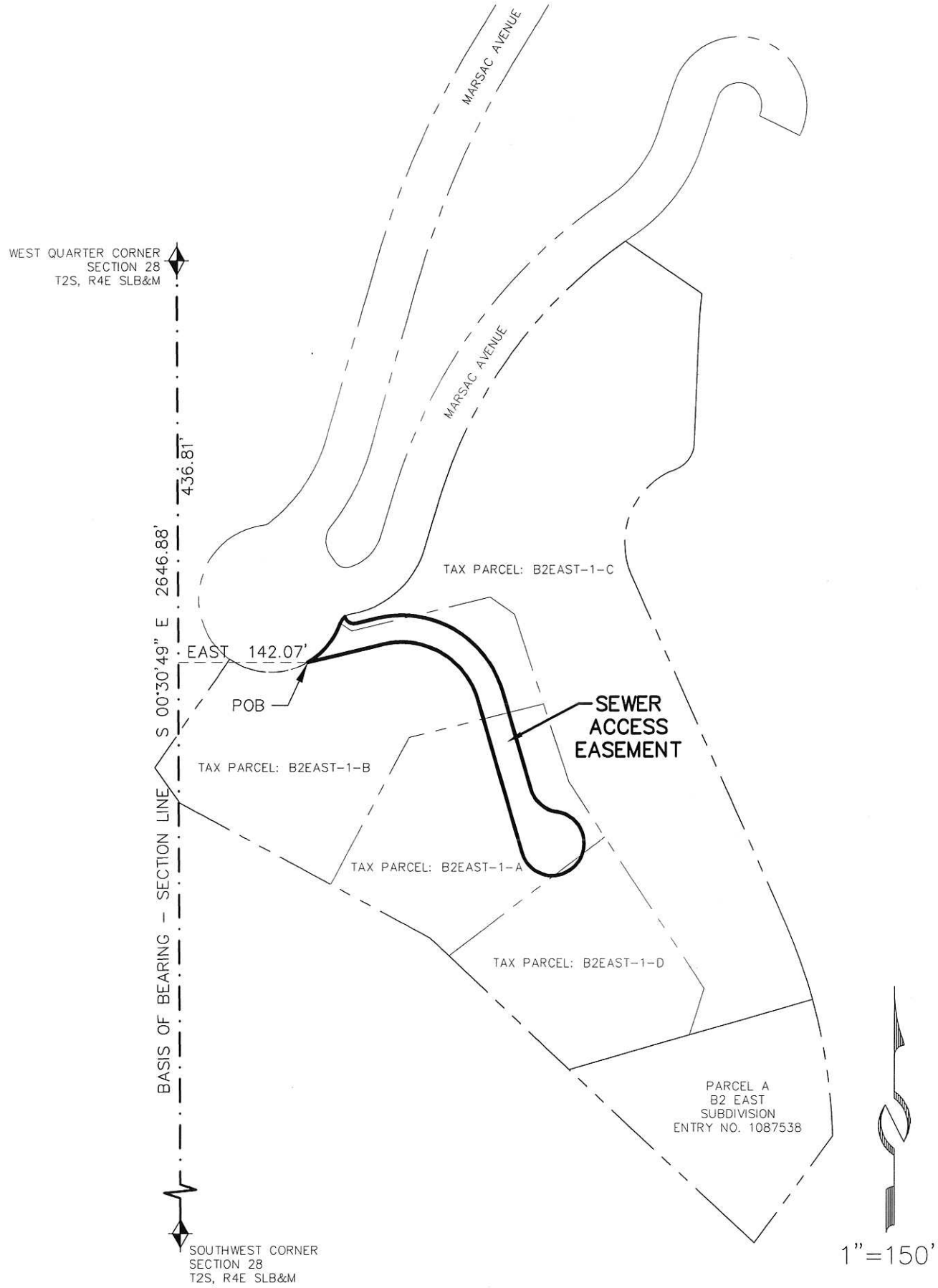
SANITARY SEWER ACCESS EASEMENT
B2 EAST SUBDIVISION



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WITNESS the hand of said Grantor this 26 day of June, 2020.

Sommet Blanc Residences I, LLC
a Utah limited liability company

By: _____
Lynn Padan, Manager

SHANNON IRELAND
Notary Public - State of Utah
Comm. No. 702573
My Commission Expires on
Oct 1, 2022

STATE OF VT)
:ss.
COUNTY OF Summit)

On this 26 day of June, 2020, personally appeared before me, Lynn Padan, who being duly sworn, did say that he is the signer of the within instrument, and that the within and foregoing Grant of Easement was signed on behalf of Sommet Blanc Residences I, LLC, a Utah limited liability company, with actual and requisite authority, and said signer acknowledged to me that he executed the same.

_____
NOTARY PUBLIC
RESIDING AT: Summit

My Commission Expires:

Oct 1, 2022

WITNESS the hand of said Grantor this 26 day of June, 2020.

Braunwen Shaye, LLC
a Utah limited liability company

By: _____
Jeffrey Taylor, Manager

SHANNON IRELAND
Notary Public - State of Utah
Comm. No. 702573
My Commission Expires on
Oct 1, 2022

STATE OF UT)
:ss.
COUNTY OF Summit)

On this 26 day of June, 2020, personally appeared before me, _____, who being duly sworn, did say that he/she is the signer of the within instrument, and that the within and foregoing Grant of Easement was signed on behalf of Braunwen Shaye, LLC, a Utah limited liability company, with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

_____
NOTARY PUBLIC
RESIDING AT: Summit

My Commission Expires:
Oct 1, 2022

WITNESS the hand of said Grantor this 26 day of June, 2020.

Alpine Villas, LLC
a Utah limited liability company

By: Lynn Padan
Lynn Padan, Manager

SHANNON IRELAND
Notary Public - State of Utah
Comm. No. 702573
My Commission Expires on
Oct 1, 2022

STATE OF UT)
:ss.
COUNTY OF Summit)

On this 26 day of June, 2020, personally appeared before me, Lynn Padan, who being duly sworn, did say that he is the signer of the within instrument, and that the within and foregoing Grant of Easement was signed on behalf of Alpine Villas, LLC, a Utah limited liability company, with actual and requisite authority, and said signer acknowledged to me that he executed the same.

Shannon Ireland
NOTARY PUBLIC
RESIDING AT: Summit

My Commission Expires:
Oct. 1, 2022

WITNESS the hand of said Grantor this 26 day of June, 2020.

Vonspar, LLC
a Utah limited liability company

By: _____
Jeffrey Taylor, Manager

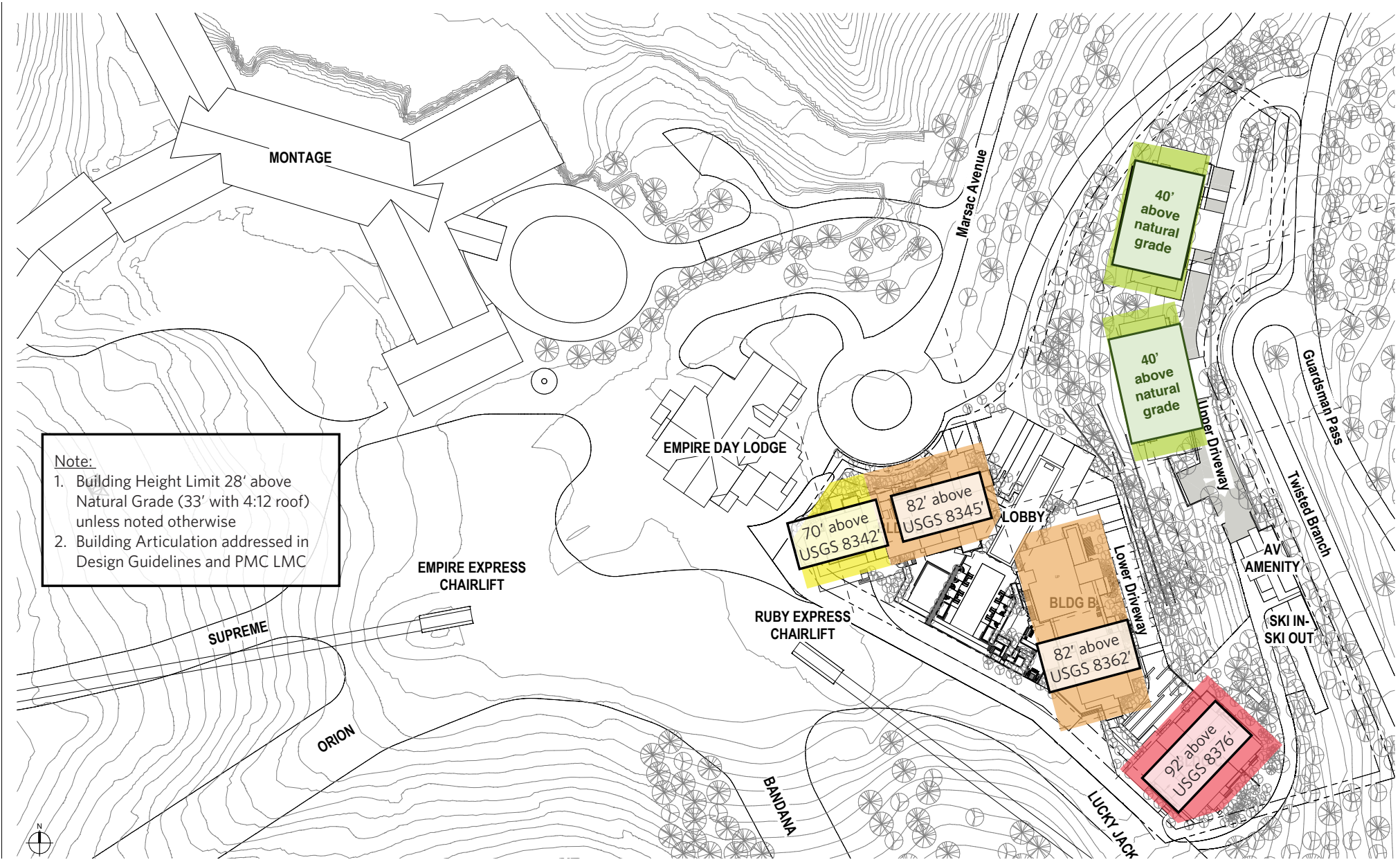
SHANNON IRELAND
Notary Public - State of Utah
Comm. No. 702573
My Commission Expires on
Oct 1, 2022

STATE OF UT)
:ss.
COUNTY OF Summit)

On this 26 day of June, 2020, personally appeared before me, _____, who being duly sworn, did say that he/she is the signer of the within instrument, and that the within and foregoing Grant of Easement was signed on behalf of Vonspar, LLC, a Utah limited liability company, with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

_____
NOTARY PUBLIC
RESIDING AT: Summit

My Commission Expires:
October 1, 2022


MONTAGE
Marsac Avenue
40' above natural grade
40' above natural grade
Upper Driveway
Guardsman Pass
Twisted Branch
EMPIRE DAY LODGE
70' above USGS 8342'
82' above USGS 8345'
LOBBY
AV AMENITY
Lower Driveway
BLDG B
82' above USGS 8362'
SKI IN-SKI OUT
EMPIRE EXPRESS CHAIRLIFT
RUBY EXPRESS CHAIRLIFT
SUPREME
ORION
BANDANA
92' above USGS 8376'
LUCKY JACK
Note:
1. Building Height Limit 28' above Natural Grade (33' with 4:12 roof) unless noted otherwise
2. Building Articulation addressed in Design Guidelines and PMC LMC

Forest Health Assessment for B-2 East/Sommet Blanc

Prepared by Keith B Clapier
ISA Board Certified Master Arborist #UT-0034B
ASCA Registered Consulting Arborist #546
October, 31, 2021

Prepared for Doug Oglivy

Introduction: This 7.0-acre west-facing parcel sits at approx 8,400 feet. The slope is steep, and the soil is rocky. The overstory is primarily aspen (*Populus tremuloides*) and subalpine fir (*Abies lasiocarpa*). The dominant understory is snowberry (*Symphoricarpos oreophilus*), with associated species of elderberry, chokecherry, wild rose and Engelman aster.

Assignment: 1) Flag all aspen that are dead or dying greater than 4.0 inches DBH[1], 2) write a forest health assessment.

Observations

1) All the flagged 274 dead or dying aspen trees had Sooty bark canker (*Cenangium singulare*)[2] (photo 1), which equates to approx 40 stems per acre. There were some other pests and diseases present, e.g. *Cytospora* canker (photo 3) and Bronze poplar borer, (*Agrilus liragus*) but these appear to be minor.
2) This 7.0-acre parcel is fragmented on three sides, with Marsac Avenue bordering the north and east sides and the current construction bordering the west (photo 5). The result is a long, slender peninsula landform that is still attached to the aspen/fir forest to the south.
3) There is approx. 50% fir encroachment in the understory and the canopies are occupying only 25% of the trunk (see photo 5).
4) Some wind breakage was observed (see photo 6).

Discussion

Sooty bark canker is a native fungal pathogen that isn't much of a problem in landscaped aspen in Park City but is the most damaging canker disease of native aspen stands in the west, and the number one killer in Colorado.[3] It affects mature trees primarily on sites of both high and low quality for aspen growth, and is lethal within several years[4]. Of the 274 dead aspen I flagged, 70% were in the 7-9 inch DBH range, with very few 6" DBH or less affected (12%). Like other canker diseases in aspen, Sooty bark doesn't affect the roots, and infects its host through wounds to the stem/trunk. Being a pioneer species, aspen put most of their resources into growth rather than defense, however they do allocate resources into protecting their root system which is interconnected with all the stems in the clone. Before the construction of Marsac Avenue (State Route 224), this 7.0-acre parcel was connected to a much larger aspen stand, probably where the Hawkeye Ski Trail currently exists, which may have contributed to more photosynthate (and water) available for defense. In addition, Marsac Avenue is situated above the stand, therefore there may be less gravitational water available because the road construction has altered the hydrology on the site. To keep this small, isolated aspen stand viable, two management strategies are recommended: 1) sanitation and 2) preservation (see **Recommendations**).

---

[1] DBH=Diameter at Breast Height of 4.5 feet
[2] syn :*Encoelia pruinosa*
[3] USDA Forest Service RMRS-GTR-241
[4] Diseases of Trees and Shrubs, Sinclair, Lyon and Johnson, Cornell Press, 1987

In the absence of a disturbance like wildfire, landslides and avalanches. Shade-tolerant, subalpine fir saplings get established in the understory of the older, seral[5] aspen stands and will eventually replace the aspen until the next disturbance. This is what is currently occurring with this 7-acre aspen stand, with an estimated 50% fir encroachment. In addition, as competition increases for limited resources like water, light and space, the size of the aspen canopies decreases, resulting in less than 25% of trunk area supporting canopy (see photo 5). Because Sooty bark canker tends to attack older, larger trees (>7" DBH), coppicing the standing dead mature aspen snags, will a) rid the source of inoculum and b) provide more water, light and space for aspen ramets[6] to regenerate, creating a healthier, more resilient, age-diverse aspen stand[7]. Growing the dense suckering will keep the younger aspen stems smaller, so that the aspen can be managed in rotation of 80-100 years[8]. This natural process can be augmented by planting more aspen during the final landscaping process.[9] Managing for existing subalpine firs is beneficial because it increases diversity, both structurally and species, which in turn increases wildlife habitat. However, I would caution against growing a monoculture of fir[10], because it could preclude the establishment of other species besides aspen by shading the site and acidifying the soil over time; as well as increasing the fire hazard. Fir trees are extremely flammable. Allowing the growth of aspen helps build the soil and allows sunlight to penetrate the forest floor, providing a rich array of understory species. In addition, aspen are fire-resistant.

Finally, some wind damage was observed (photo 6). Whenever you open up a closed forest stand, you create an "edge". Trees that grow in a closed stand have a different root development than those that grow in open sites. Pay special attention to standing dead aspen flagged along the edge of the parcel, especially those on the north end above Marsac Avenue[11]. Dead stems may be susceptible to decay and because the stand has recently been opened up (approx 10 years), it is now exposed to high wind events that could result in failure on the highway below.

Conclusion All the flagged 274 dead or dying aspen trees had Sooty bark canker, although a fairly aggressive native, fungal pathogen, it can be managed effectively by removing the diseased individual stems (sanitation) and nurturing the remaining healthy aspen stems. This can be accomplished by protecting them from inevitable construction damage by fencing and preventing further stress by supplemental irrigation when roots are severed. A good mix of aspen and subalpine fir, with a diverse age class, is recommended for wildlife habitat and healthy, resilient forest.

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[5] Seral is a phase in sequential development of a climax community. Some aspen stands are climax aspen, this one is not.
[6] Ramets are genetically identical individuals that originate vegetatively rather than sexually.
[7] Note that approx 3 snags with broken tops approx 20 feet in height were marked as "wildlife" trees.
[8] You may need to fence and protect the young aspen from herbivores like elk.
[9] Note: installing genetically different aspen, seed-grown in a nursery, will not create a problem with the clonal aspen on-site. Eventually their roots will graft.
[10] This includes other conifer species like Blue spruce.
[11] Some dead stems on the north end are very large, 10-12" DBH.

Keith B Clapier
ISA Board Certified Master Arborist #UT-0034B
ASCA Registered Consulting Arborist #546
October 31, 2021

Recommendations

1) Flush cut all 276 dead aspen flagged and remove off-site. Do not remove stumps. This technique is known as **coppice.** Besides stimulating growth, this will remove the source of inoculum. Sanitation is key in controlling this fungal pathogen. There is no fungicide available to control Sooty bark canker.
2) Create TPZs (trunk protection zones) by erecting protective fencing around the aspen stems you're trying to manage. Damaging the trunk with construction equipment may cause an infection court and increase the incidence of sooty bark on the site.
3) Add supplemental irrigation during the hottest, driest time of the year to minimize drought stress. Designate routes for machinery to minimize soil compaction, consolidate and install utilities where the driveways are located to minimize severing roots

Photo 1, Close up photo of Sooty bark canker (*Cenangium singulare*). The black and silver structures are apothecia which attack the inner bark. Curiously, the canker grows faster vertically (>12”/yr) than horizontally (4-6”/yr), therefore, although it’s aggressive, it is relatively slow to girdle the stem (3-10 yrs). Remnants of the outer bark (periderm) are still visible in the upper left hand corner. When the conditions are right, the apothecia will erupt spores.

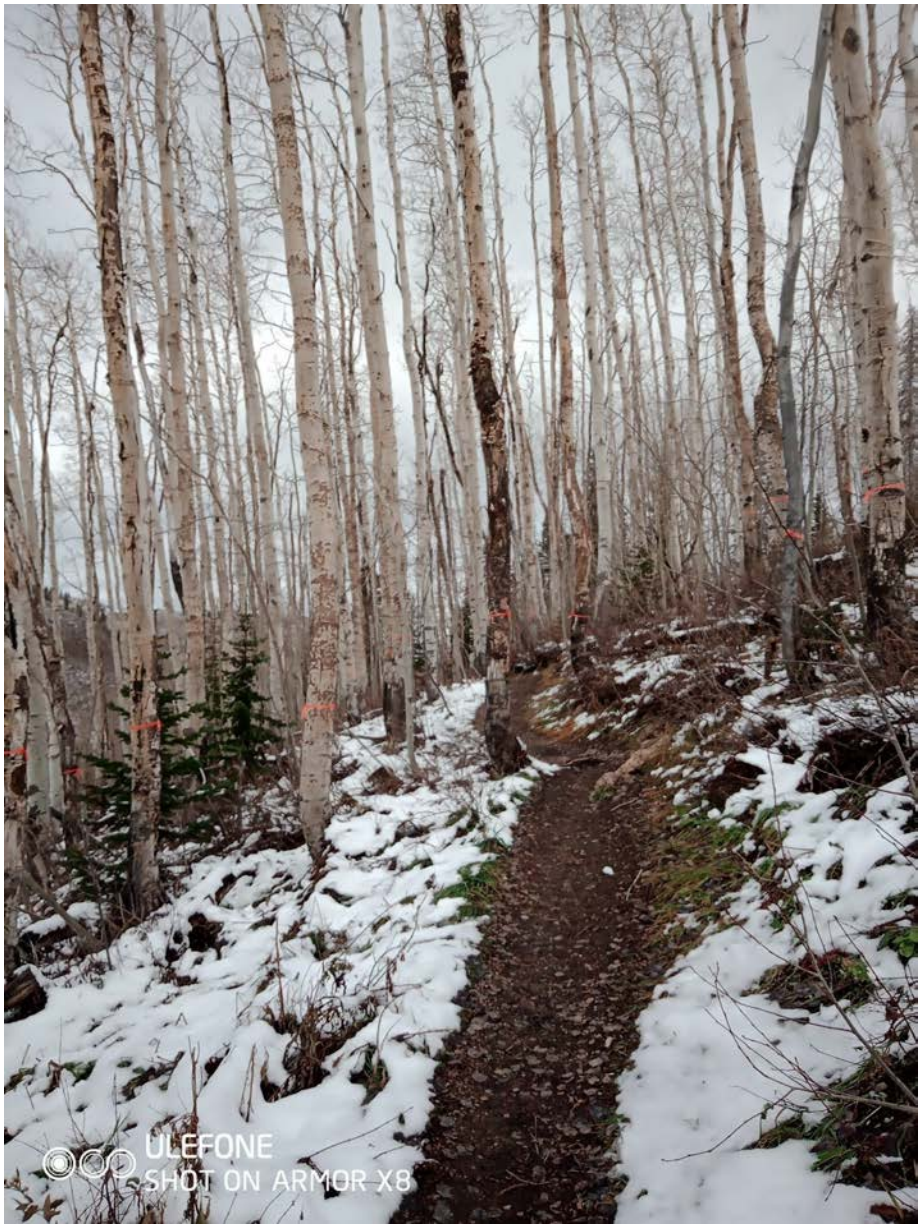


Photo 2. Some areas in the parcel have a higher incidence of infection. This is due to a higher concentration of even-aged mature stems (7-9” DBH). Note the outer bark peels off, exposing the “sooty” infection underneath. The hiking trail probably contributed very little to stress of the clone due to the absence of root severance.

Photo 3. Other pathogens present include *Cytospora* canker. This didn't seem to be much of a problem on this site.

Photo 4. Evidence of old elk gnawing. The sooty bark canker attacked the stem after the elk damage.

Photo 5. Overview of site. Note how the canopy only occupies the top 25% of the trunk, this is indicative of competition. Note subalpine fir encroaching in the understory.

Photo 6.
Aspen trunk snapped off in the wind. This can be a problem along the “edge” of the stand.

DEER VALLEY®

December 2, 2021

Douglas Ogilvy
Clachan Development LLC
douglas.ogilvy@gmail.com

Re: Sommet Blanc Tree Retention

Dear Doug,

We have reviewed the latest plans for Sommet Blanc and fully support the developer's efforts to preserve the tree island SW of Building C, adjacent the Lucky Jack ski trail as shown on the attached site plan. While the proposed tree island is within the Deer Valley ski easement and adjacent Deer Valley owned land, retention of a tree buffer between the building and the ski trail would be much appreciated from a visual and skier safety standpoint and improve the ski experience. This would be the resort's preference as opposed to widening the trail in that location, at this time.

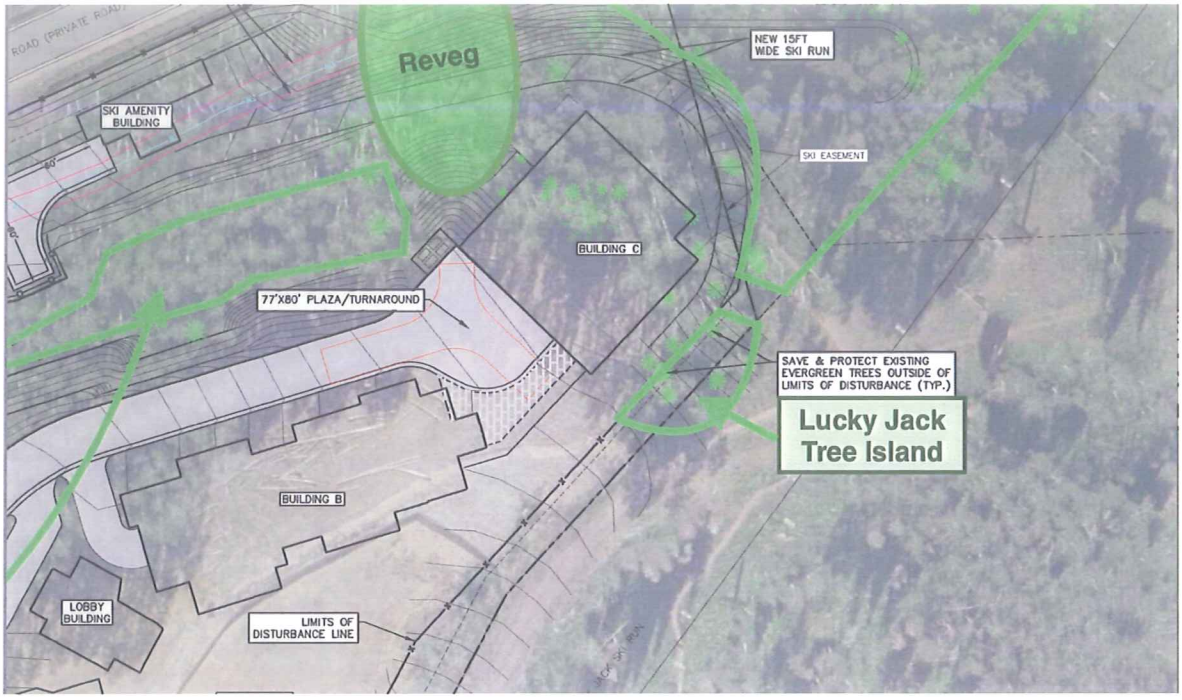
As easement holder and fee owner of the adjacent property, Deer Valley reserves the right to review this matter in the future as may be needed from time to time and as we can later assess how the ski run is functioning in conjunction with the development of Sommet Blanc.

Thank you for working with Deer Valley to maintain the look and feel of the ski experience as it relates to your project.

Regards,

Steve Issowits
Vice President – Real Estate & Resort Planning
Deer Valley Resort Company, LLC

cc. makena.hawley@parkcity.org


Reveg
NEW 15FT WIDE SKI RUN
SKI AMENITY BUILDING
SKI EASEMENT
BUILDING C
77'X80' PLAZA/TURNAROUND
SAVE & PROTECT EXISTING EVERGREEN TREES OUTSIDE OF LIMITS OF DISTURBANCE (TYP.)
Lucky Jack Tree Island
BUILDING B
LOBBY BUILDING
LIMITS OF DISTURBANCE LINE

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Founders Place (formerly Deer Hollow)**
Applications: **PL-21-05056 and PL-21-04917**
Author: **Rebecca Ward**
Date: **December 8, 2021**
Type of Item: **Master Planned Development Modification and Multi-Unit Dwelling Conditional Use Permit**

Recommendation

(I) Review the proposal to construct a 354,264-square-foot ski-in ski-out village in the Deer Crest area on 30.7 acres, including:

- 199,200 square feet for 78 residential units in four buildings,
- 5,400 square feet for six employee housing units,
- 3,229 square feet of Support Commercial,
- 100,857 square feet of Residential Accessory Uses, and
- 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation,[1]

(II) conduct a public hearing, and (III) consider approving modifications to the Master Planned Development and Conditional Use Permit according to the Findings of Facts, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	Bill Fiveash with Deer Crest Associates I, LC
Location:	Parcel 00-0021-01977 in Wasatch County
Zoning District:	Recreation Commercial within a Master Planned Development
Adjacent Uses:	Residential; Deer Valley Resort
Applications:	PL-21-05056 – Master Planned Development Modification PL-21-04917 – Conditional Use Permit for a Multi-Unit Dwelling
Reason for Review:	The Planning Commission conducts a public hearing and approves, approves with modifications, or denies substantive modifications to Master Planned Developments.[2] The Planning Commission conducts a public hearing and approves, approves with conditions, or denies Conditional Use Permits.[3]

[1] The Applicant made minor modifications to the project, resulting in minor changes to total square footage for support commercial and residential accessory uses, compared to the information presented in the past two staff reports.
[2] LMC § 15-12-15(5).
[3] LMC § 15-12-15(6).

Abbreviations

CUP	Conditional Use Permit
LMC	Land Management Code
MPD	Master Planned Development

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

The project review to date is outlined below:

October 19, 2021	**Park City Development Review Committee** No issues or concerns were identified as part of the interdepartmental, district, and utility review.
October 27, 2021	**Planning Commission Work Session** (Staff Report; Minutes, p. 3) The Applicant provided a project overview. The Planning Commission requested additional information. The Applicant submitted supplemental materials, included in the Analysis Section and exhibits.
November 4, 2021	**Wasatch County Development Review Committee** The project is located within the Wasatch County Fire District and Jordanelle Special Service District. Wasatch County Planning Department, districts, and utilities reviewed the proposal. Wasatch County input is included in recommended Conditions of Approval outlined in the Analysis Section below.
November 10, 2021	**Planning Commission Site Visit**
November 10, 2021	**Planning Commission Public Hearing** (Staff Report; Minutes, p. 12) The Planning Commission was scheduled to determine whether the project is a minor or substantive modification to the Master Planned Development. However, prior to the meeting the Applicant agreed the modification is substantive and the Planning Commission review of the project was continued to December 8, 2021.

Background

Founders Place (formerly known as Deer Hollow and Slalom Village[4]) is in the Deer Crest area east of Deer Valley Resort and west of HYW 40 along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 through the Jordanelle Gatehouse to the east. The area was originally within unincorporated Wasatch County and the proposed project started the land use review process with Wasatch County in the late 1980s.

The Applicant's Site Vicinity Map is included below:

SITE VICINITY MAP

In 1989, the property owner applied for a Density Determination from Wasatch County to develop what was then called the Telemark Park Resort. In 1991, the Wasatch County Commissioners approved the Density Determination (Exhibit C). However, due to the project's location in several jurisdictions, a lawsuit ensued regarding development and services.

In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement (1995 Settlement Agreement, Exhibit D). The 1995 Settlement Agreement ¶ 2.2 describes the location of the Deer Crest property, which straddles several jurisdictions:

[4] The 1995 Settlement Agreement refers to the site as Slalom Village. The Deer Crest Homeowner Association Materials refer to the site as Deer Hollow. The Applicant submitted material for Deer Hollow, but later changed the name to Founders Place. The property will be referred to as Founders Place in this staff report.

A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County and approximately 70 acres lie within the Park City Municipal Corporation city limits.

The 1995 Settlement Agreement outlined the process and conditions for annexing portions of the Deer Crest property into Park City, as well as development parameters. The 1995 Settlement Agreement established the following regarding Founders Place within what was then identified as the Slalom Village development envelope:

- No more than 83 Multi-Unit Dwellings at 2,400 square feet per unit (totaling 199,200 square feet)
- 60% of the Multi-Unit Dwellings concentrated in a primary village structure
- Four Single-Family Dwellings
- A 20,000-square-foot ski academy
- A ski chairlift located within a 1,100-foot radius of the primary village structure
- Support commercial up to 5% of the gross square footage and appropriate amenities
- Development on the Founders Place Site would disconnect Deer Hollow Road (formerly Keetley Road)

The 1995 Settlement Agreement required the property owners to amend the 1991 Wasatch County Density Determination. In 1996, the First Amended Density Determination was recorded with Wasatch County (Exhibit E). The First Amended Density Determination increased the single-family dwellings from four to five and included 83 townhouse/cottages (units not to exceed 2,400 square feet, totaling 199,200 square feet).

In 1997, the parties amended the 1995 Settlement Agreement, transferring the 20,000-square-foot ski academy to Telemark Park[5] (Exhibit F).

On December 17, 1998, the City Council approved Ordinance No. 98-53, annexing 253 acres of the Deer Crest property into Park City (Exhibit G). Also on December 17, 1998, the City Council approved Ordinance No. 98-51, amending the Zoning Map to include the Deer Crest annexation area (Exhibit H). Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District.[6]

On December 23, 1998, Deer Crest Associates I, LC recorded the Deer Hollow Village Subdivision at Deer Crest, creating five single-family lots pursuant to the Founders Place density allocation (Wasatch County Recorder Entry No. 209772, Exhibit I).

[5] Also known as the Jordanelle Village Resort.
[6] Staff interprets the Settlement Agreement and amendments and Density Determinations and amendments to be the Master Planned Development approval for this property. In 1998, when the City Council adopted Ordinance No. 98-51 to zone the annexed area, the zoning designation was Recreation Commercial – MPD (Exhibit H).

On February 8, 2017, the Planning Commission reviewed a proposed amendment to the 1995 Settlement Agreement to remove the requirement that Deer Hollow Road be disconnected by future development on the Founders Place Site (Staff Report, p. 117; Minutes, p. 11). The Planning Commission continued the discussion to March 22, 2017 (Staff Report, p. 241; Minutes, p. 23). On March 22, 2017, the Planning Commission reviewed the proposed amendment, conducted a public hearing, and forwarded a positive recommendation to the City Council to amend the 1995 Settlement Agreement, removing the requirement that Deer Hollow Road be disconnected at the time of future development. On June 15, 2017, the City Council approved the Settlement Agreement amendments (Staff Report; p. 343; Minutes, p. 12). On December 4, 2017, the Third Amendment to the Settlement Agreement was recorded with Wasatch County (Exhibit M).

The Third Amendment to the Settlement Agreement outlines the following regarding Deer Hollow Road:

- Deer Hollow Road is no longer required to be disconnected
- Official vehicles of emergency service providers (police, fire, and emergency medical) are allowed to use Deer Hollow Road to provide emergency services to properties, residents, guests, and others within the project
- Deer Hollow Road is otherwise for exclusive use by the owners, guests, and invitees within the project
- The public may use Deer Hollow Road
    - For an evacuation necessary to protect human life
    - A natural disaster
    - A major public safety event determined by the Park City Fire Marshal, Park City Police Chief, Wasatch County Fire Chief, or other public safety officer of similar rank in Park City or Wasatch County
- The public may not use Deer Hollow Road for non-life endangering causes like
    - Traffic congestion
    - Delays caused by weather
    - Public or private events and gatherings
- Deer Crest Master Association must maintain and operate the Queen Esther and Jordanelle Gates in accordance with the 1995 Settlement Agreement to prevent public vehicle access between HWY 40 and Park City
- If the gates are not operated in accordance with the 1995 Settlement Agreement and the Deer Crest Master Association does not cure the defect, the City may reinstate the Deer Hollow Road disconnection requirement at Deer Crest Master Association expense

In 2021, the Applicant submitted Conditional Use Permit, Modification to a Master Planned Development, Subdivision, and Phase I Condominium Plat applications to construct the remaining Deer Crest Multi-Unit Dwelling density. The Modification to a Master Planned Development and Conditional Use Permit applications are the subject of this staff report. The Subdivision and Condominium Plat applications are the subject of the subsequent staff report.

Analysis

(I) The proposal complies with Land Management Code Chapter 15-2.16 *Recreation Commercial District* and Chapter 15-6 *Master Planned Developments*.

Founders Place is in the Recreation Commercial Zoning District. The purposes of the Recreation Commercial Zoning District include:

- Allowing resort-related transient housing with appropriate supporting commercial and service activities,
- Encouraging the clustering of development to preserve Open Space, minimize Site disturbance and impacts of development, and minimize the cost of construction and municipal services,
- Limiting new development on visible hillsides and sensitive view areas,
- Providing opportunities for variation in architectural design and housing types,
- Promoting pedestrian connections within developments and to adjacent areas,
- Minimizing architectural impacts of the automobile, and
- Promoting development of buildings with designs that reflect traditional Park City architectural patterns, character, and Site designs.[7]

The Planning Commission evaluates (A) Density, (B) Setbacks, (C) Open Space, (D) Parking, (E) Building Height, (F) Site Planning, (G) Landscaping and Lighting, (H) Sensitive Lands Compliance, (I) Affordable Housing, (J) Mine Hazards, (K) Historic Mine Waste Mitigation, (L) General Plan Compliance, and (M) Historic Site Protection when considering an MPD.[8] Additionally, the Planning Commission must find that the project (N) strengthens and enhances the resort character of Park City, and (O) incorporates best planning practices for sustainable development.[9]

(A) The Proposal Complies with Density Allocated in the 1995 Settlement Agreement and Reiterated in the First Amended Density Determination

The Planning Commission approves the type of development, number of units, and Density for a Master Planned Development based on a Site Suitability Analysis.[10] Density for the Founders Place Site was established in the 1995 Settlement Agreement (no more than 83 Multi-Unit Dwellings at 2,400 square feet per unit, totaling 199,200 square feet) and the First Amended Density Determination (83 townhouse/cottages units not to exceed 2,400 square feet, totaling 199,200 square feet).

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[7] LMC § 15-2.16-1.
[8] LMC § 15-6-5.
[9] LMC § 15-6-6.
[10] LMC § 15-6-5(A).

The Applicant proposes 78 Residential Units, totaling 199,200 square feet, and six Affordable Units. Affordable Units constructed on site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.[11]

(B) The Proposal Complies with Setbacks

Master Planned Development Perimeter Setback

The minimum Setback around exterior boundaries of an MPD is 25 feet.[12] The Applicant's illustration below shows compliance with the 25-foot perimeter Setback; the project greatly exceeds the Setback to the north and east due to the surrounding Open Space:

Internal Lot Line Setbacks

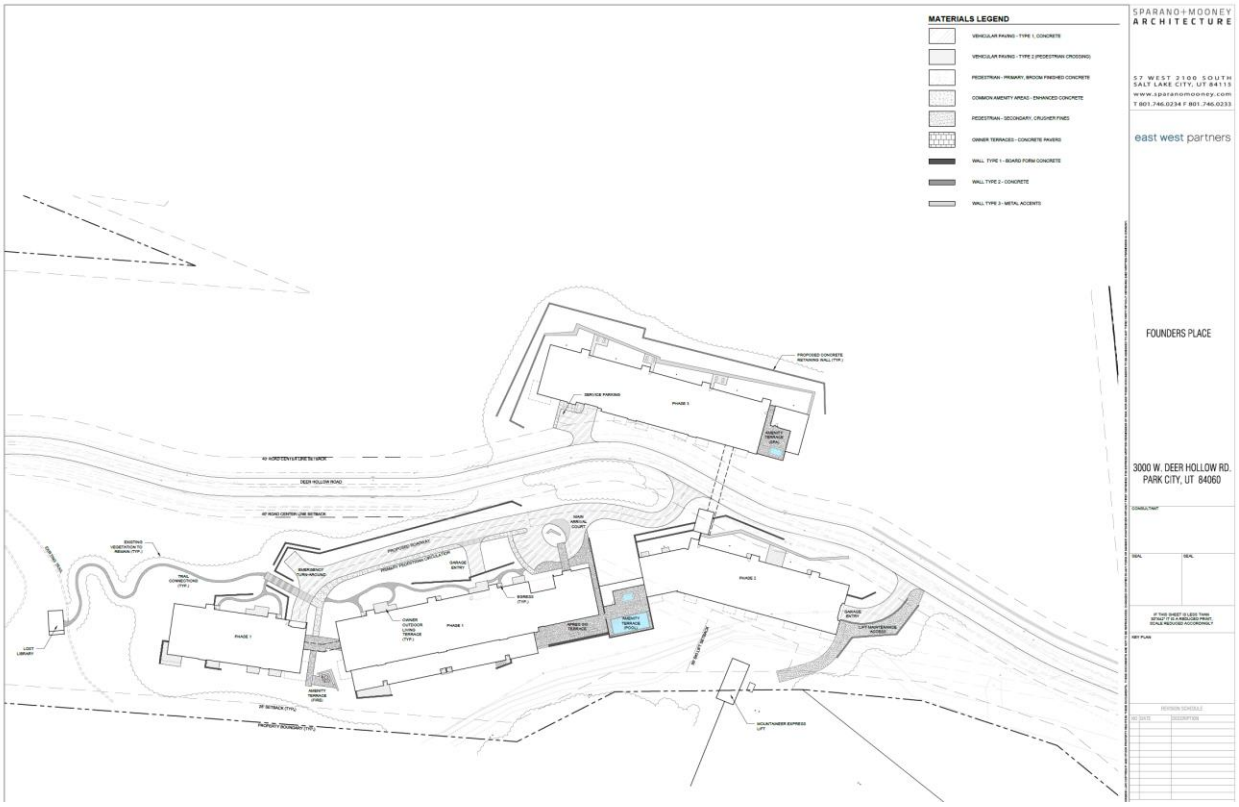
In addition to the 25-foot perimeter Setback, the internal Setbacks for this project are established in ¶ 4 of the First Amended Density Determination:

- A 40-foot Setback from the road centerline
    - The Applicant's Site Plan shows compliance with the 40-foot Setback from the Deer Hollow Road centerline
- A 25-foot Rear Setback
    - The Applicant's Site Plan shows compliance with the 25-foot Rear Setback

[11] LMC § 15-6-8.
[12] LMC § 15-6-5(C).

- A 10-foot Side Setback
    - The Applicant's Site Plan shows compliance with the 10-foot Side Setback

Applicant Site Plan



The Applicant proposes subdividing the property to align with the proposed phasing of the project, creating three Lots, and three condominium plats. As a result, there will be a common wall created between proposed Lots 1 and 2. Pursuant to LMC § 15-2.16.3(G), in the Recreation Commercial Zoning District, a Side Setback between connected structures is not required where structures are designed with a common wall on a property line and a party wall agreement is recorded in a form approved by the City Attorney and Chief Building Official. The details of this are described in the subsequent staff report outlining the subdivision and condominium plat applications.

(C) The Proposal Complies with Open Space Requirements

MPDs must contain a minimum of 60% Open Space.[13] The 30.7-acre Parcel totals 1,337,292 square feet. The gross building footprint square footage for the site is 345,405 square feet and the driveway square footage is 22,309 square feet, totaling 367,714 square feet. Proposed Open Space for the 30.7-acre Parcel is 27%.

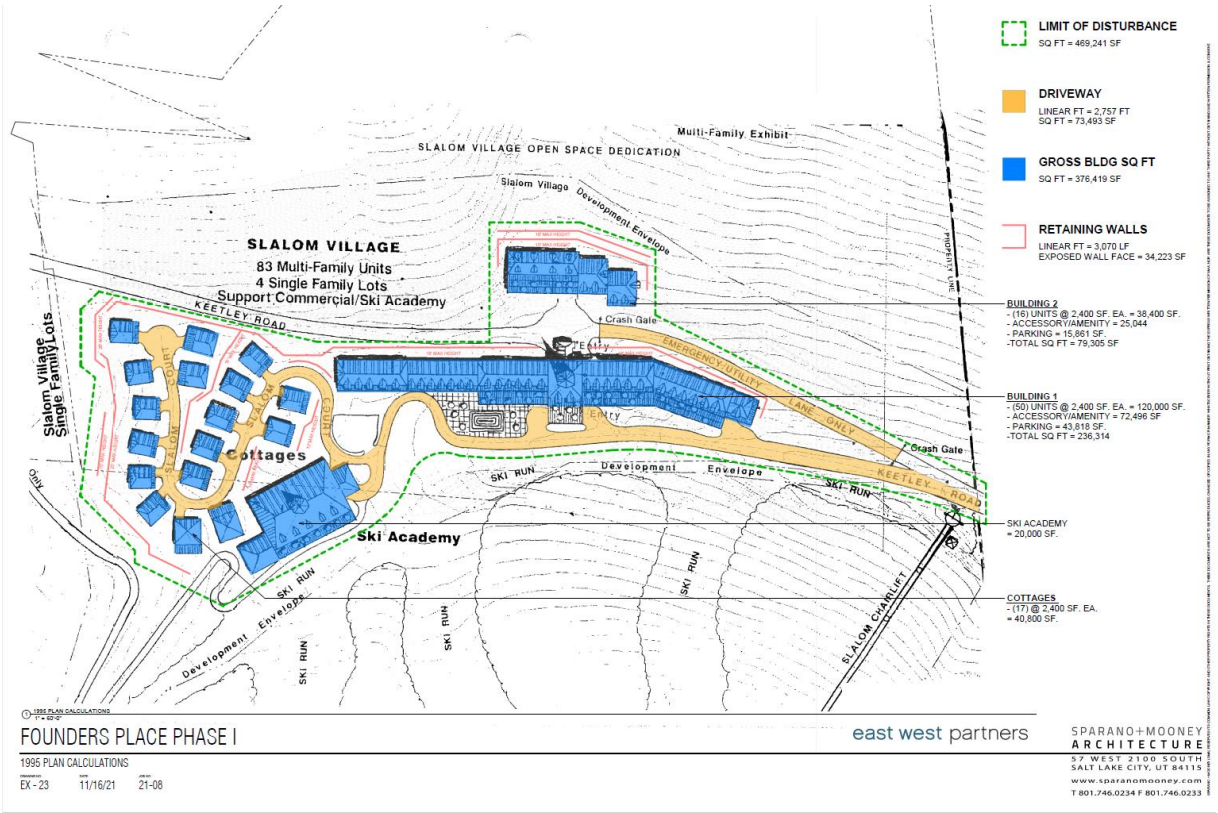
While the Founders Place Site Open Space is below the 60% required in LMC § 15-6-

[13] LMC § 15-6-5(D).

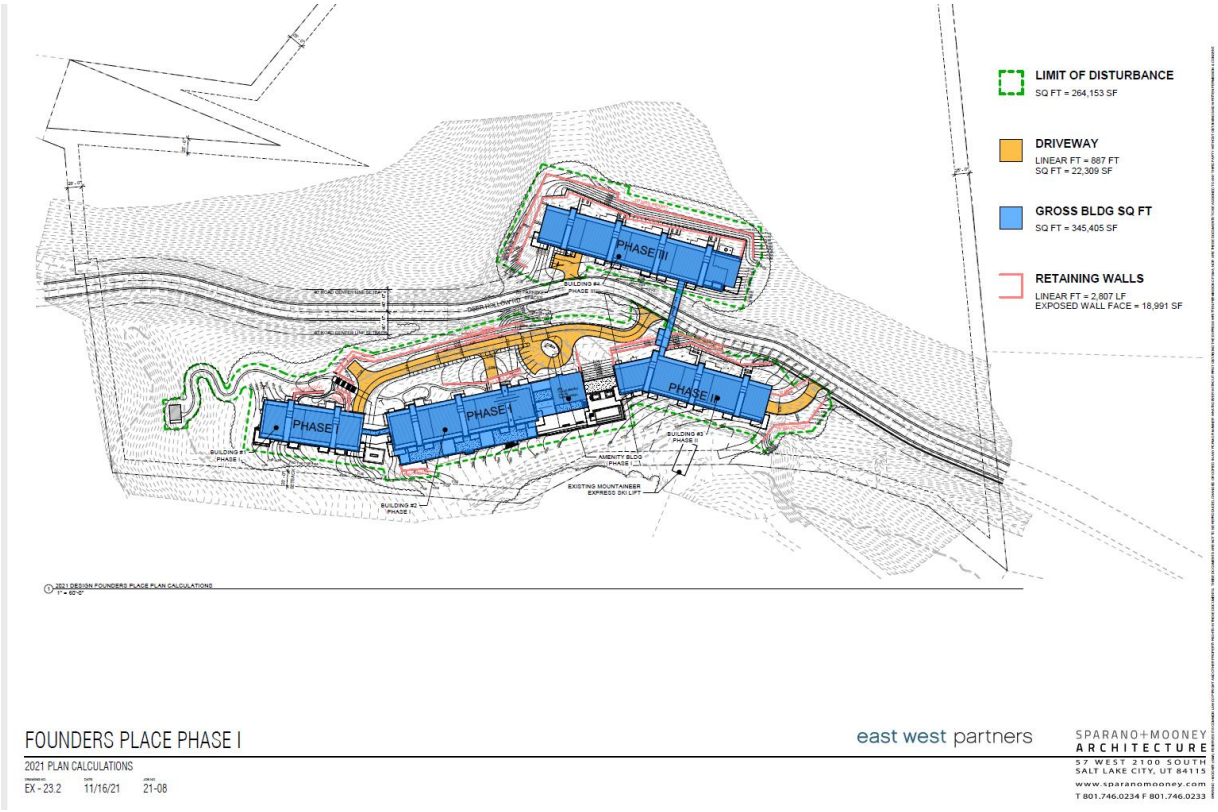
5(D), Open Space requirements for 526 acres within the Deer Crest area were outlined in the First Amended Density Determination. ¶ 1 of the First Amended Density Determination required that 312 of the 526 acres be preserved as Open Space, totaling 60%.

Additionally, the 1995 Settlement Agreement outlined what was referred to as the Development Envelope for the Site. No changes to the parameter of the Development Envelope are proposed. Rather, within the Development Envelope, the project reduces the Site disturbance, thus increasing overall Deer Crest Open Space.

The Applicant calculated the Limit of Disturbance, driveway square footage, gross building square footage, and retaining wall square footage for the 1995 Site Plan:



For comparison, the Applicant calculated the Limit of Disturbance, driveway square footage, gross building square footage, and retaining wall square footage for the current proposal:



The table below outlines the Site disturbance decrease from the 1995 Settlement Agreement Site Plan and the current proposal:

	1995 Site Plan	Current Proposal	Square Footage Decrease	Percentage Decrease
Limit of Disturbance	469,241 SF	264,153 SF	205,088 SF	44%
Driveway	73,493 SF	22,309 SF	51,184 SF	70%
Gross Building Square Footage	376,419 SF	345,405 SF	31,014 SF	8%
Retaining Wall Linear Feet	3,070 feet	2,807 feet	983 feet	9%
Retaining Wall Exposed Face	34,223 SF	18,991 SF	15,232 SF	45%

(D) The Applicant Proposes Reduced Parking

The 1995 Settlement Agreement ¶ 5.2.3.10 outlines the following:

> ***[Founders Place Parking]****. Property Owners may construct no more parking stalls underneath the [Founders Place] multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s). . . .*

¶ 11(C) of the First Amended Density Determination approved by Wasatch County requires 166 parking spaces for the development. The Applicant proposes 128 parking spaces, a 23% reduction.

For comparison, LMC § 15-3-6(A) requires the following:

- 1 parking space per apartment not greater than 1,000 square feet
- 1.5 parking spaces per apartment between 1,000 and 2,000 square feet
- 2 parking spaces per apartment 2,000 square feet or greater

The table below illustrates the parking required by LMC § 15-3-6(A):

Founders Place Unit Type and Total	Parking Requirement
One unit less than 1,000 square feet	1 parking space
Ten units between 1,000 and 2,000 square feet	15 parking spaces
67 units 2,000 square feet or greater	134 parking spaces
Affordable units totaling 5,400 square feet	9 parking spaces
TOTAL PARKING	**159**

The Applicant's request to reduce the parking from the 159 spaces required by the LMC to 128 parking spaces is a 20% reduction.

The Planning Commission may decrease the number of Off-Street Parking within an MPD based on a parking analysis submitted by the Applicant.[14] The Applicant submitted three documents to support their parking reduction request:

- Transportation Demand Management Plan (Exhibit J)
- A Fehr & Peers Parking Supply Study (Exhibit K)
- A Fehr & Peers Trip Generation Study (Exhibit L)

The relevant criteria the Planning Commission evaluates when considering parking reductions for MPDs are outlined below in bold with staff analysis and recommended Conditions of Approval:

[14] LMC § 15-6-5(E).

The proposed number of vehicles required by the occupants of the project based upon the proposed use and occupancy

The Applicant's Parking Study references the Institute of Transportation Engineer's Parking Generation Manual 5th Edition, which estimates peak parking demand for a project based on its land use with estimates developed from parking demand studies at similar sites over the past 40 years. The Parking Supply Study concludes that Founders Place will produce an estimated parking demand of 104 parking spaces. The Applicant proposes 128 total parking spaces with 123 underground parking spaces and five uncovered parking spaces.

A parking comparison of projects of similar size with similar occupancy type to verify the Parking demand

The Applicant's Parking Supply Study offers project comparisons with Arrowleaf A, Arrowleaf B, Flagstaff, One Empire Pass, Empire Residences, and Talisker Tower:

Table 1: Park City Condominium Developments' Parking Ratios

Development	# of One-Bedroom Units	# of Two-Bedroom Units	# of Three-Bedroom Units	# of Four-Bedroom Units	# of Five-Bedroom Units	Total # of Units	Parking Stalls	*Parking Stalls per Dwelling Unit*[1]
Arrowleaf A	3	11	17	-	-	**31**	47	***1.5***
Arrowleaf B	0	7	21	-	-	**28**	43	***1.5***
Flagstaff	1	5	29	3	-	**38**	57	***1.5***
One Empire Pass	1	2	13	12	-	**28**	41	***1.5***
Empire Residences	1	1	12	5	1	**20**	30	***1.5***
Talisker Tower	1	2	4	4	4	**15**	20	***1.3***
Founders Place	6	10	47	21	-	**84**	130	***1.5***

Notes:
1. Rounded to the nearest tenth.
Source: Fehr & Peers, 2021.

Staff notes that the six projects included for comparison are within the Flagstaff Annexation Area. Paragraph 2.10.2 of the 2007 Amended and Restated Development Agreement for Flagstaff Mountain outlined developer obligations to mitigate transportation and traffic by providing van and shuttle services for owners, employees, and guests with regular services to the Salt Lake International Airport, recreational trailheads, and Main Street.

Staff recommends similar Conditions of Approval regarding ride share services for Founders Place owners, employees, and guests, outlined below.

Parking needs for non-dwelling uses, including traffic attracted to commercial uses from off-site

Founders Place is within a gated community and is not accessible to public vehicles. Proposed Support Commercial is limited to a 3,229-square-foot restaurant for residents. The Applicant's Trip Generation Study concludes that the residents, employees, and guests of Founders Place are expected to generate trips as follows:

Table 1: Founders Place Trip Generation Estimates

Land Use	ITE Code	Unit	Count	AM Peak Hour			PM Peak Hour			Saturday		
				In	Out	Total	In	Out	Total	In	Out	Total
Multi-Family (mid-rise)	221	Dwelling Unit	82	5	19	24	19	13	32	17	16	33
In-House Restaurant	n/a	Square Feet	3,300	5	1	6	1	5	6	4	2	6
Total				*10*	*20*	***30***	*20*	*18*	***38***	*21*	*18*	***39***

Source: Fehr & Peers, 2021.

The Trip Generation Study concludes that Founders Place will generate less traffic than the 1995 Settlement Agreement approval, which included the 20,000-square-foot ski academy that was later transferred to another site in unincorporated Wasatch County.

Plan to discourage use of motorized vehicles and encourage other forms of transportation

The Applicant's Transportation Demand Management Plan proposes the following:

- **Ski-in Ski-Out Access** – guests will access Deer Valley Resort on the Mountaineer Express Chair.
- **Public Trail Access** – the property is adjacent to the Village Trail, which connects to the Park City trail network.
- **Reduced Parking** – the project proposes 1.5 parking spaces per residence to discourage multiple vehicles per unit.
- **Shared Ride Service** – operated by the Founders Place Homeowner Association to provide pick-up within 15 minutes of request, provide service anywhere within Park City proper, be app-based, and include evening geofencing to limit the number of pick-up and drop-off locations on Main Street.

- **Grocery Delivery** – onsite property management will work with local grocery delivery services to provide pre-arrival shopping services and staff will provide pre-arrival shopping services.
- **Onsite Ski Valet** – offered so guests do not have to drive into town to rent equipment.
- **Pre-Ski and Après Ski Activities** – amenities include a continental breakfast, après ski events, on-site entertainment, and on-site restaurant.

Staff recommends the following Condition of Approval based on the Applicant's Transportation Demand Management Plan:

Condition of Approval 9 – The Development Agreement shall require the Founders Place Homeowner Association to finance and operate an ongoing ride-share service that (1) provides pick-up within 15 minutes of request for owners, employees, and guests; (2) provides service anywhere within the Park City boundary; and (3) provides service to the Salt Lake International Airport.

Staff further recommends an additional Condition of Approval based on LMC requirements that encourage other forms of transportation:

The Applicant Shall Install Bike Racks.

LMC § 15-3-9 requires ten percent of the required Off-Street Parking Spaces for the temporary storage of bicycles.

Condition of Approval 10 – The Applicant shall include bike racks for securing at least 13 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike racks must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.

Provisions for overflow Parking during peak periods

The Applicant does not propose overflow parking during peak periods. Wasatch County requires a Condition of Approval that parking demand for Founders Place be satisfied on-site and that overflow parking in unincorporated Wasatch County be prohibited.

Condition of Approval 11 – Founders Place employee, owner, and guest parking on Deer Hollow Road is prohibited.

Condition of Approval 12 – Founders Place employee, owner, and guest parking in unincorporated Wasatch County is prohibited.

Evaluation of potential adverse impacts of proposed Parking reduction upon the surrounding neighborhood

Founders Place is approximately 500 feet from the nearest development, the residential Snowtop Subdivision at Deer Crest. Please see Conditions of Approval 11 and 12 above prohibiting off-site parking.

Additionally, staff recommends Conditions of Approval that outline Land Management Code Electric Vehicle Charging Station requirements:

Electric Vehicle Charging Stations Shall be Available to All Residents, Guests, and Employees.

LMC § 15-3-11(B) requires the Applicant to install Electric Vehicle Charging Station Infrastructure for 20% of the first 100 Off-Street Parking Spaces and for five percent thereafter.

Condition of Approval 13 – The Applicant shall include Electric Vehicle Charging Station Infrastructure for 22 Parking Spaces in the plans submitted for building permit review. The Founders Place Covenants, Conditions, and Restrictions shall put future property owners on notice of the Electric Vehicle Charging Station Infrastructure. The breaker panel containing the Electric Vehicle Charging Station Infrastructure shall also identify the conduit for future Electric Vehicle Charging Station Infrastructure.

LMC § 15-3-11(D) requires the Applicant to install Electric Vehicle Charging Stations for five percent of required Off-Street Parking Spaces.

Condition of Approval 14 – The Applicant shall include six Electric Vehicle Charging Stations in the plans submitted for building permit review and shall install six Electric Vehicle Charging Stations ready for use at the time the City issues a Certificate of Occupancy. The first Electric Vehicle Charging Station installed shall be a dual port with one Charging Station that is ADA accessible. This dual port shall count as one Charging Station. Dual-port Charging Stations installed thereafter shall count as two Charging Stations. The Electric Vehicle Charging Stations shall comply with location, signage, user information, cord management, protection, snow removal, and maintenance requirements outlined in LMC § 15-3-11(E). Electric Vehicle Charging Stations shall be open and available to all employees, residents, and guests.

(E) The Applicant Requests Modifications to Building Height Approvals

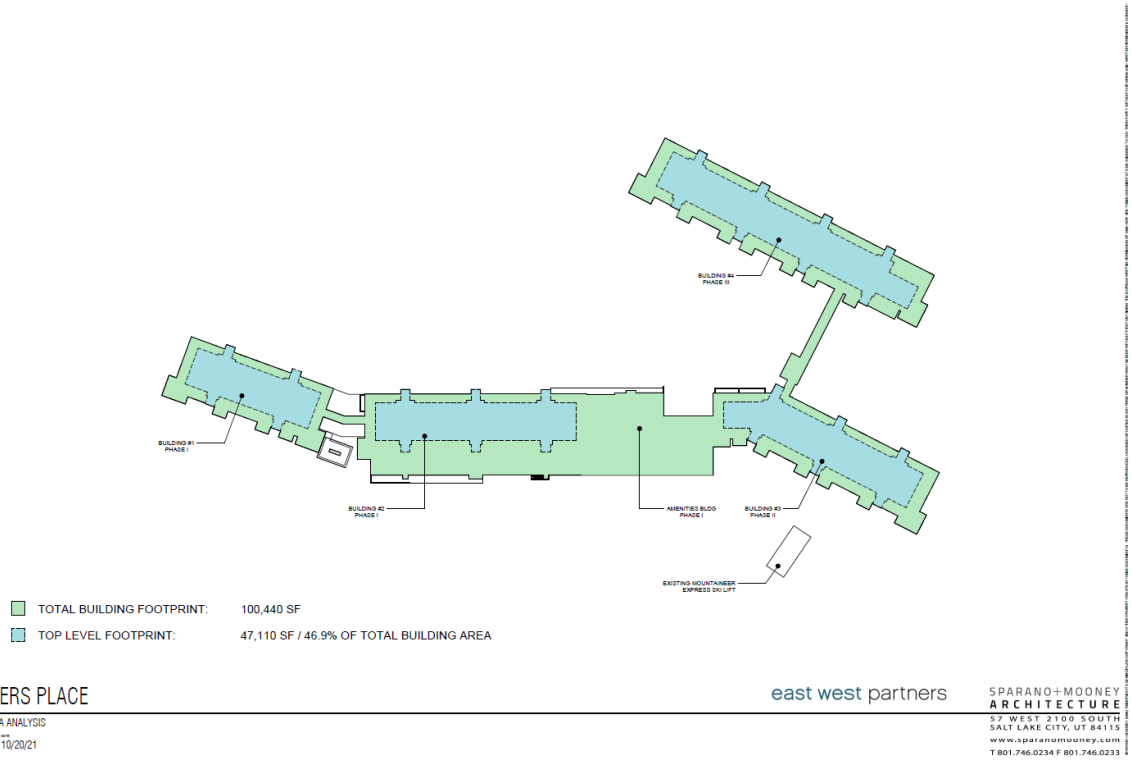
The First Amended Density Determination ¶ 8.A outlines the following roof and height

regulations for the property:

> Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside walls), with the top level being partly located in the roof structure. The top level shall not cover more than 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

¶ 2.4 of the Applicant's submittal states the following: *To limit the apparent height of the proposed buildings, the design includes parking at the first level, which is underground to the extent possible, and four levels of housing above, with the top story stepping back at all sides. Generally, this gives the appearance of a four story building, with average heights above finished grade of 54 to 68 feet from wall base at finished grade to roof peak.*

The Applicant submitted an exhibit showing the top-story building footprint compared to the ground-level building footprint, which complies with the First Amended Density Determination ¶ 8.A, requiring that the top-story building footprint be 50% of the ground-level:



Regarding the First Amended Density Determination ¶ 8.A requirement that "[t]he building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height," the MPD process provides the Planning Commission with discretion to consider an increase in Building Height based upon a Site-specific analysis. The Applicant requests that vertical wall height be allowed up to four levels in some places.

The Applicant must request a Site-specific determination and bears the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made if six criteria are met:

> (1) The increase in Height does not increase square footage or Building volume and provides architectural variation.
>
> (2) Buildings are positioned to minimize visual impacts on adjacent structures.
>
> (3) There is adequate landscaping and buffering from adjacent properties and uses.
>
> (4) Increased Setbacks and separations from adjacent properties are proposed.
>
> (5) Increased Height results in more than the minimum Open Space required and is publicly accessible.
>
> (6) Increased Height is designed in a manner that provides a transition in roof elements incompliance with Chapter 15-5, Architectural Review.[15]

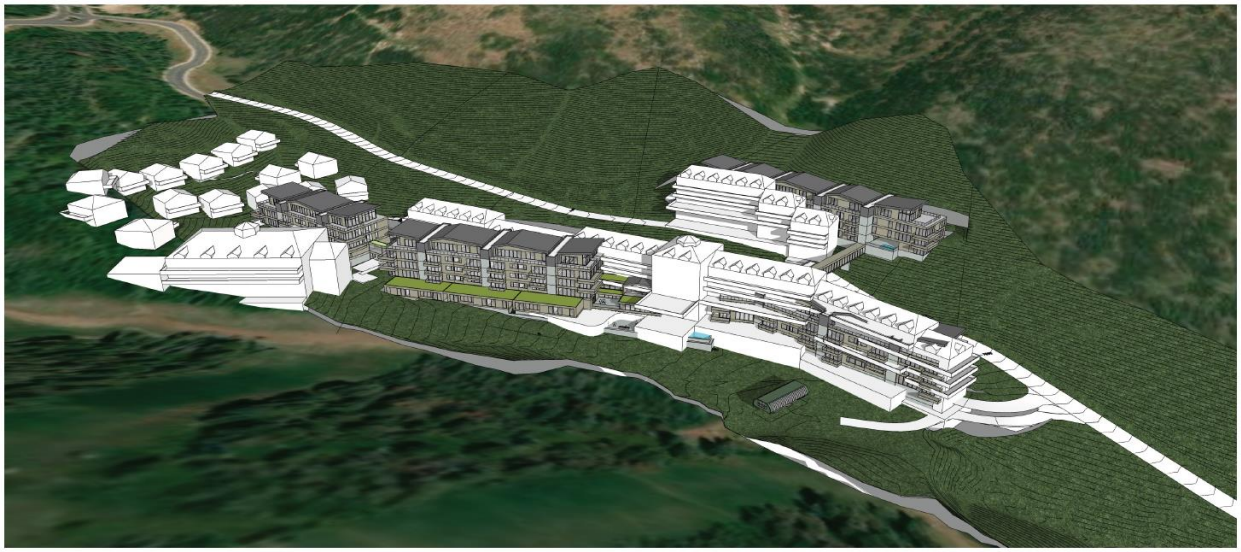
Please see Exhibit T to review the Applicant's memo regarding Building Height.

At staff's request, the Applicant created a comparison of their interpretation of the 1995 volumetrics compared with the current proposal. The 1995 Site Plan envelopes are shown in white; the Founders Place proposal is shown in grey and green, illustrating the proposed changes in Building Height:

[15] LMC § 15-6-5(F).

BIRDSEYE VIEW LOOKING NORTHEAST - COMBINED
FOUNDERS PLACE - PHASE I

east west partners
SPARANO + MOONEY ARCHITECTURE



BIRDSEYE VIEW LOOKING NORTHWEST - COMBINED
FOUNDERS PLACE - PHASE I

east west partners
SPARANO + MOONEY ARCHITECTURE

In the October 27, 2021 work session, the Planning Commission recommended the Applicant evaluate changes to roof form to minimize the Building Height impact to the site. The Applicant submitted five roof designs for the Planning Commission's consideration:

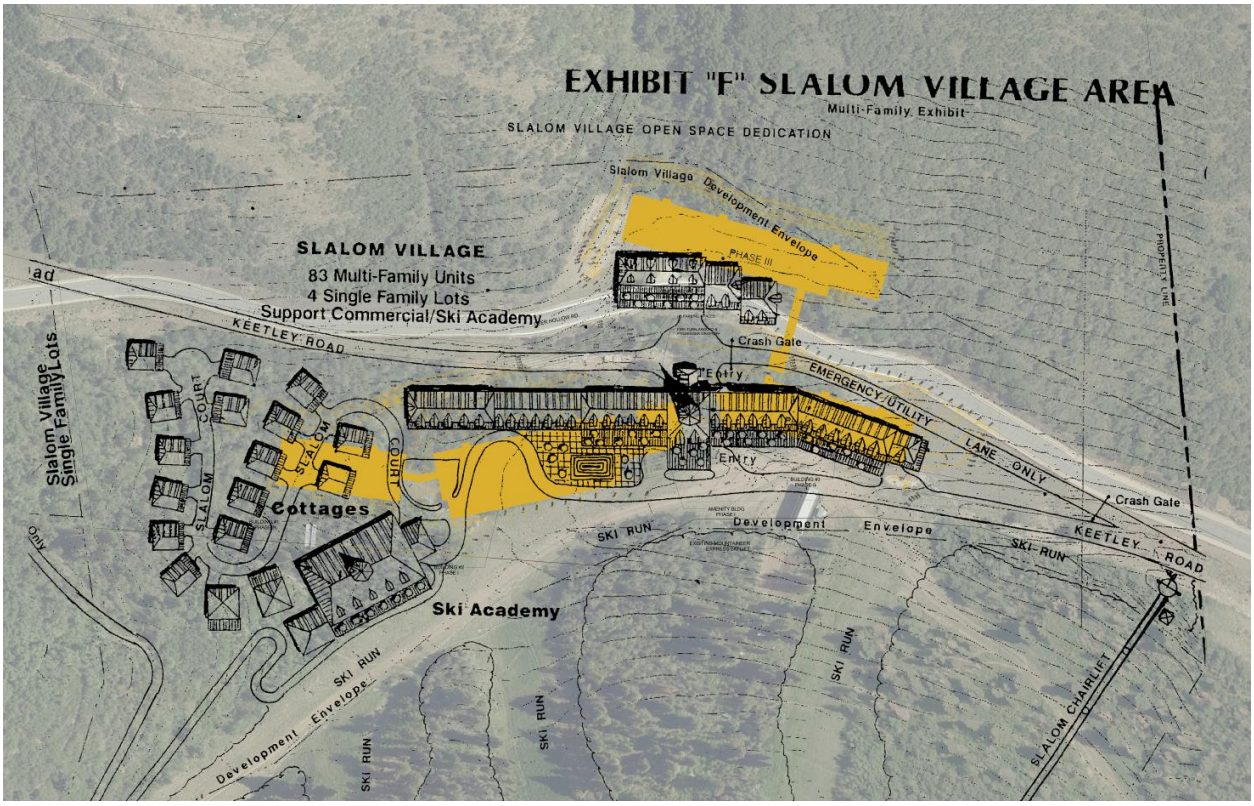
Gable Across

Setback Gable End

Staff finds the Setback Gable End best mitigates the Building Height for the site but requests the Planning Commission determine the preferred roof type. **Condition of Approval 15** – Final building plans at the time of building permit application shall comply with the _____ roof reviewed and approved by the Planning Commission on December 8, 2021.

(F) The Modifications to the Site Plan Comply with the Land Management Code

The 1995 Settlement Agreement included what was referred to as the Slalom Village Area site plan. The Applicant superimposed the proposed site plan in orange over the 1995 site plan, which is outlined in black:



As outlined in Analysis Section (I)(C) above, the Founders Place proposal reduces the overall Site disturbance by decreasing the Limit of Disturbance by 44%, the driveway square footage by 70%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 9%, and the exposed retaining wall face square footage by 45%.

LMC § 15-6-5(G) requires the following for MPD Site Plans:

Criteria	Proposal
Units must be clustered on the most developable and least visually sensitive portions of the Site. Open Space shall separate clusters and maintain Significant Vegetation.	The original 1980s Density Determination summarized the property as follows: *The project area occupies a hilly to mountainous parcel of land rising from 6,600 feet at its eastern end to 8,000 feet at its high point on the west. This topography creates opportunities for recreation development including alpine and Nordic skiing, recreational trails and forested open space. The terrain also creates challenges to the proper development of the parcel and has raised many concerns on the part of the County Planning Staff. It is the opinion of staff that such development will require a high level of attention to environmental mitigation, vegetation*

	preservation and re-vegetation, site specific design and aesthetic control, as provided in [this Density Determination]. As a result of the unique topography of the area, Development Envelopes were established for future density. The Founders Place project clusters units within the Development Envelope that was established at the time of the 1995 Settlement Agreement and First Amended Density Determination, which designated the site as best suited for Multi-Unit Dwellings within the overall Deer Crest acreage. **Condition of Approval 16** – The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.
Projects shall be designed to minimize grading and the need for large retaining structures.	The retaining walls that require the greatest height are on the north side of Deer Hollow Road. Due to changes in slope, retaining walls as tall as 16 feet are proposed. **Condition of Approval 17** – Retaining walls on site shall not exceed eight feet in height and shall be terraced, with at least a four-foot transitional landscaped element between terraced retaining walls. At the time of building permit submittal, the Applicant shall submit a separate retaining wall plan that clearly identifies the height of all retaining walls measured from final grade.
Roads, utility lines, and structures should be designed to work with existing grade. Cuts and fills shall be minimized.	As illustrated in the Applicant's rendering of the 1995 Site Plan and superimposed current proposal, access to Founders Place shifts from the south of the development to the north, reducing the total road pavement by 70%. The change in access reduces site disturbance and is designed to work with existing grade, minimizing cuts and fills.
Existing trails shall be incorporated into the Open Space elements.	Two public trails cross the property: the Pipeline Trail and Village Trail. The Park City Trails & Open Space Manager reviewed the proposed project and requests the following: **Condition of Approval 18** – The Applicant shall dedicate the four-foot soft-surfaced Pipeline and Village Trails for

	public use on the subdivision plat, as approved by the Trails & Open Space Manager and City Attorney's Office.
Internal vehicular, pedestrian, and bicycle circulation shall be provided.	The current proposal improves internal site circulation with connectivity of an internal pathway to the public Village Trail, separation of vehicle access from ski slopes and the public Pipeline Trail, and a pedestrian bridge over Deer Hollow Road, connecting the developments to the south and north.
Adequate areas for snow removal and snow storage shall be provided.	**Condition of Approval 19** – The Applicant shall submit a snow storage plan at the time of building permit application, to be approved by the Chief Building Official.
Convenient pedestrian access shall be provided to trash and recycling containers.	**Condition of Approval 20** – Centralized trash and recycling facilities for glass, paper, plastic, cans, cardboard, and other household and commercially generated recyclable and scrap materials shall be centrally located in a completely enclosed structure with a pedestrian door and truck door or gate. The enclosed Structure shall be designed with materials compatible with the Multi-Unit Dwellings and be constructed of masonry, steel, or other substantial material. The centralized trash and recycling facilities shall be large enough to accommodate a trash container and at least two recycling containers to provide for the option of dual-stream recycling.
Drop-off areas for van and shuttle service	The proposal includes a central drop-off area highlighted in orange below that provides access to the residential buildings that are internally interconnected:

Service and delivery access and loading/unloading areas	Please see the illustration above regarding project loading and unloading areas. ¶ 2.10 of the Applicant's submittal states that delivery and service vehicles will access the site at the small surface lots provided or within parking garages as necessary. All structures for storing refuse will be within the enclosed parking garages. Loading and unloading of goods will take place entirely on site and loading and unloading zones will be screened from general public view. **Condition of Approval 21** – Delivery and service vehicles shall access the site at the small surface lots or within parking garages. **Condition of Approval 22** – Trash and recycling facilities shall be within the enclosed parking garages. **Condition of Approval 23** – Loading and unloading of goods shall take place entirely on site. Loading and unloading zones shall be screened from public view.

Site Plan Changes Include Deer Hollow Road Configuration

Additional changes to the Site Plan include the configuration of Deer Hollow Road, formerly known and shown as Keetley Road on the 1995 Site Plan. The 1995 Settlement Agreement required the Founders Place development to permanently and physically disconnect Deer Hollow Road to prevent vehicular through-traffic in the Deer Crest area. The Primary Village Structure footprint was to be partially within the historic configuration of Deer Hollow Road. The intention was to prevent public through-traffic between the Jordanelle Basin and Park City. The developers of Deer Crest were required to install east and west entrance gates that prevent through-traffic.

As discussed above, in 2017, the Planning Commission forwarded a positive recommendation to amend the 1995 Settlement Agreement to remove the requirement that future development on the Founders Place Site disconnect Deer Hollow Road, and the City Council approved the amendment to the 1995 Settlement Agreement (Exhibit M).

The Third Amendment to the Settlement Agreement outlines the following regarding Deer Hollow Road:

- Deer Hollow Road is no longer required to be disconnected
- Official vehicles of emergency service providers (police, fire, and emergency medical) are allowed to use Deer Hollow Road to provide emergency services to properties, residents, guests, and others within the project

- Deer Hollow Road is otherwise for exclusive use by the owners, guests, and invitees within the project
- The public may use Deer Hollow Road
    - For an evacuation necessary to protect human life
    - A natural disaster
    - A major public safety event determined by the Park City Fire Marshal, Park City Police Chief, Wasatch County Fire Chief, or other public safety officer of similar rank in Park City or Wasatch County
- The public may not use Deer Hollow Road for non-life endangering causes like
    - Traffic congestion
    - Delays caused by weather
    - Public or private events and gatherings
- Deer Crest Master Association must maintain and operate the Queen Esther and Jordanelle Gates in accordance with the 1995 Settlement Agreement to prevent public vehicle access between HWY 40 and Park City
- If the gates are not operated in accordance with the 1995 Settlement Agreement and the Deer Crest Master Association does not cure the defect, the City may reinstate the Deer Hollow Road disconnection requirement at Deer Crest Master Association expense

(G) The Proposal, as Conditioned, Complies with Landscaping and Lighting Requirements

Condition of Approval 24 – Pursuant to LMC § 15-5-5(N), the Applicant shall submit a complete landscape plan at the time of building permit application that (1) utilizes Water Wise Landscaping for plant selection and location, irrigation, and mulching of landscaped areas; (2) includes WaterSense labeled smart irrigation controllers which automatically adjust the frequency and/or duration of irrigation events in response to changing weather conditions; (3) indicates the percentage of the lot that is landscaped, the percentage of landscaping that is irrigated, and the type of irrigation to be used; (4) identifies Significant Vegetation and plans to replace Significant Vegetation impacted by development; and (5) restricts lawn area to no more than 25% of the Limit of Disturbance.

Condition of Approval 25 – Pursuant to LMC § 15-5-5(J), all outdoor lighting shall be Fully Shielded and 3,000 degrees Kelvin or less. Total Lumens shall not exceed 2,500 Lumens per light and total lighting shall not exceed 100,000 Lumens per acre. The Applicant shall submit an outdoor lighting plan demonstrating code compliance at the time of a building permit application.

(H) The Proposal Complies with the Sensitive Land Overlay

Founders Place is within the Sensitive Land Overlay. LMC § 15-2.21-1 states that the purposes of the Sensitive Land Overlay include dedicating Open Space in aesthetically and environmentally sensitive areas, encouraging preservation of large expanses of Open Space and wildlife habitat, clustering development while allowing reasonable use

of property, prohibiting development on Ridge Line Areas, Steep Slopes, and wetlands, and protecting and preserving environmentally sensitive land.

Projects within the Sensitive Land Overlay require a sensitive lands analysis that identifies Ridge Line Areas, Steep Slopes, wetlands, stream corridors, wildland interface, and wildlife habitat areas.[16]

The Applicant's Sensitive Lands Analysis is included as Exhibit N.

Slope Protection

LMC § 15-2.21-4(A) prohibits development within 50 feet of Very Steep Slopes. An area of Very Steep Slopes must cover a topographic area of at least 25 feet vertically, upslope or downslope, and 50 feet horizontally in any direction to be subject to this prohibition. LMC § 15-15-1 defines Very Steep Slopes as greater than 40%.

FOUNDER'S PLACE SLOPE MAP

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	15.00%	
2	15.00%	30.00%	
3	30.00%	40.00%	
4	40.00%	100.00%	

ANALYSIS:

AREA= 20.99 ACRES

(0–15%)=22% AREA

(15–30%)=22% AREA

(30–40%)=24% AREA

(40–100%)=32% AREA

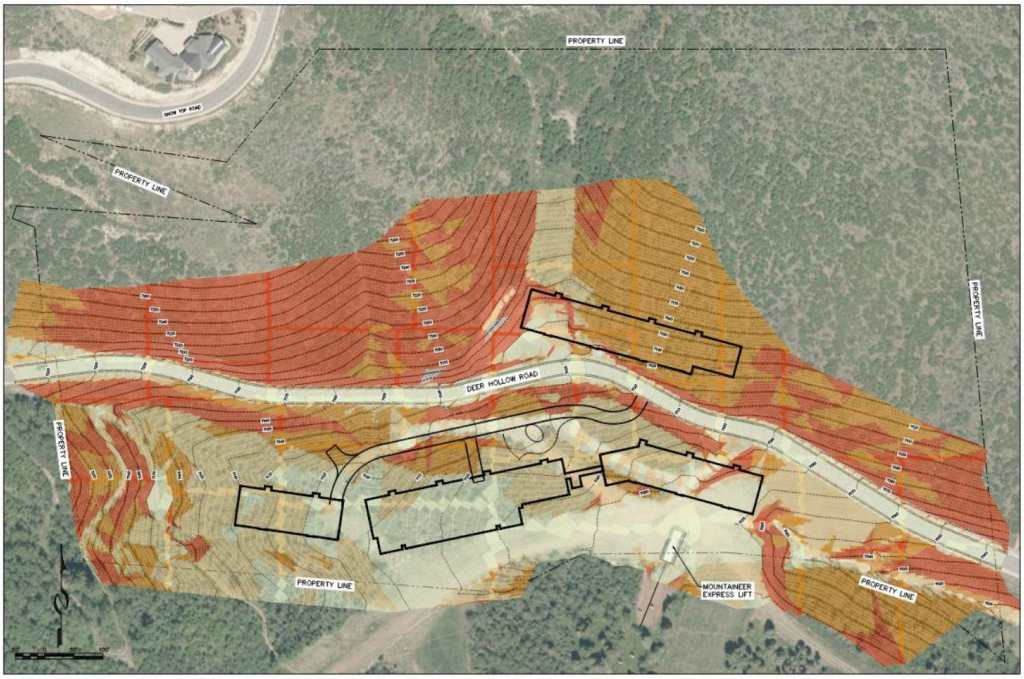


Figure 1.1: Slope analysis of existing topography.

[16] LMC § 15-2.21-2.

The Planning Commission may vary the 50-foot Setback for the following:

- Varying the Setback does not create an intrusion by Buildings into the Ridge Line Area when viewed from designated Vantage Points or other Vantage Points designated by the Commission
- Building areas in the Setback do not create excessive cut or fill slopes; minimal retaining walls to limit disturbance and meet grade may be required by the Planning Commission
- Limits of Disturbance around any structure within the 50-foot Setback shall be limited to the minimal area necessary to excavate and backfill the foundation; decks and patios in the Very Steep Slope Setback may not extend more than 15 feet beyond the foundation walls or minimal excavation/backfill areas, whichever is greater
- No additional erosion, land subsidence, or avalanche hazard is created
- The Site plan results in an improved organization of units through vegetation avoidance, minimization of changes to the viewshed from public areas, and reduction of Site disturbance
- The reduction in Setback results in a reduction in the overall project Density or development massing established by the Site Suitability determination
- In no case shall additional disturbance be allowed beyond the maximum area determined in the site development suitability determination

The Engineering Department reviewed the proposed project and recommends the following:

Condition of Approval 26 – Cuts and fills shall be minimized. Graded or filled slopes shall be limited to a three to one slope or less. Graded slopes shall be recontoured to the natural, varied contour of surrounding terrain.

Condition of Approval 27 – Topsoil from any disturbed portion of a Steep Slope must be preserved and utilized in revegetation. Fill soil must be of a quality to support plant growth.

Condition of Approval 28 – Slope stability analysis completed by a geotechnical engineer prior to submitting a building permit, to be reviewed and approved by the Engineering Department.

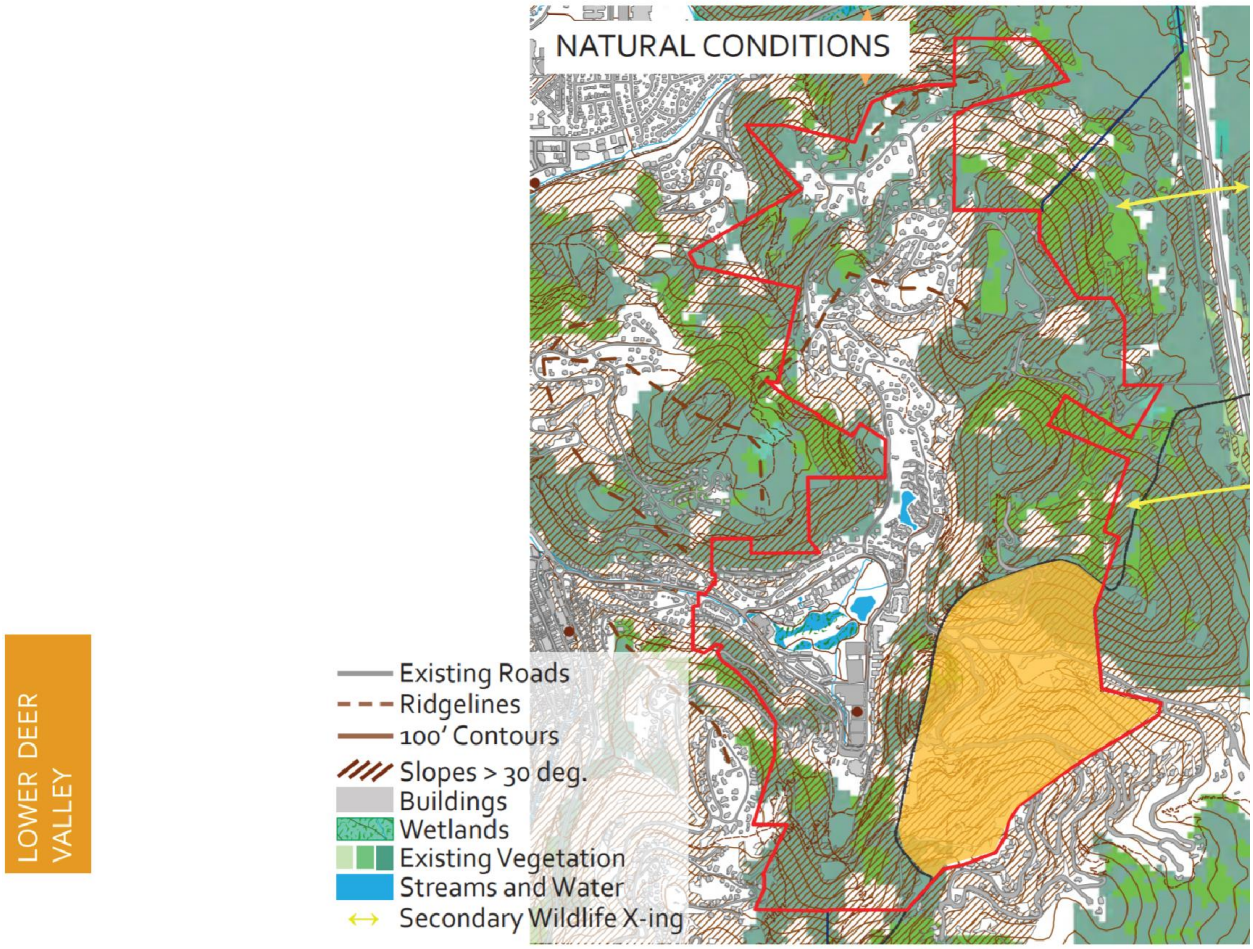
Condition of Approval 29 – The Applicant shall work with the Engineering Department to address subsurface drainage and storm water drainage, prior to submitting a building permit.

Condition of Approval 30 – The Applicant shall submit structural engineering design and calculations for retaining walls, to be reviewed and approved by the Planning Director and Engineering Department, prior to submitting a building permit.

Ridge Line Area Protection

LMC § 15-15-1 defines a Ridge Line Area as the top, ridge, or crest of hill or Slope plus the land located within 150 feet on both sides of the top, crest, or ridge. The General Plan Volume II, Neighborhoods 3 (p. 3) identifies designated Ridge Line Areas in the Lower Deer Valley area, highlighted in orange below:

Map 1



The proposed development is not within 150 feet of a designated Ridge Line Area.

Vegetative Cover Protection

The Applicant's analysis states that over half the property is dominated by dry turf meadows, with the remainder shrub thickets and aspens, with a small portion of evergreens on the southern end leading to the Mountaineer Express ski run.

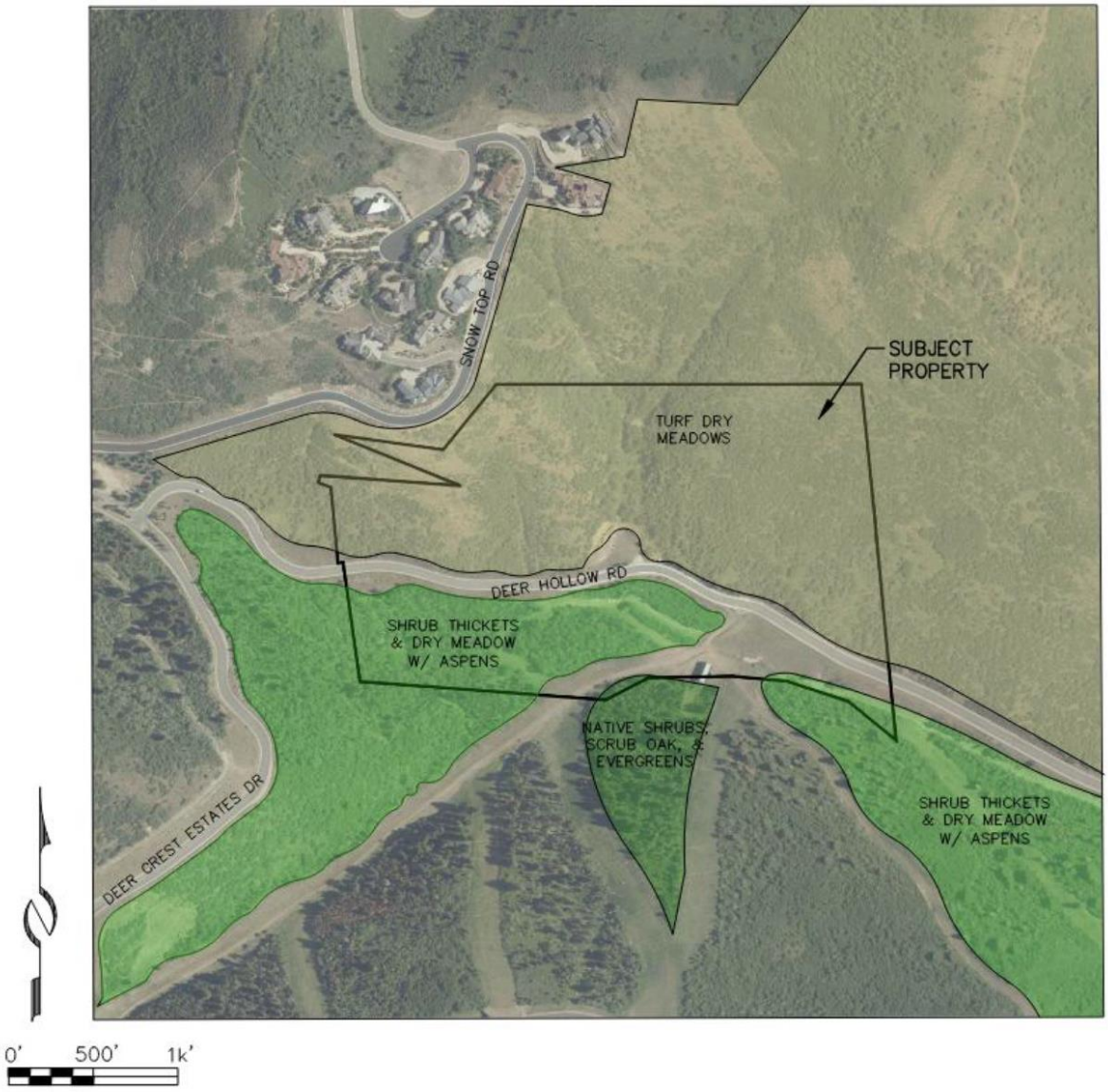


Figure 3.1: Overview of existing vegetation within the Founder's Place development..

Condition of Approval 16 – The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.

Vantage Points

LMC § 15-15-1 defines the following Vantage Points "that function to assist in analyzing the visual impact of development on hillsides and Steep Slopes:"

- Osguthorpe Barn
- Treasure Mountain Middle School

- Intersection of Main Street and Heber Avenue
- Park City Ski Area Base
- Snow Park Lodge
- Park City Golf Course Clubhouse
- Park Meadows Golf Course Clubhouse
- S.R. 248 and the turnout one quarter mile west of HWY 40
- S.R. 224, one-half mile south of the intersection with Kilby Road (in unincorporated Summit County)
- Intersection of Thaynes Canyon Drive and S.R. 224, and
- Across valley view

Founders Place is not visible from any designated Vantage Point. The Applicant photos show the proposed site is nestled into the hillside near the Mountaineer Express Ski Lift:

Figure 4.3: Shows panoramic view of Deer Hollow Rd . Photo by Sparano & Mooney Architecture.

Figure 4.4: Mountaineer Express looking southerly. Photo by Sparano & Mooney Architecture.

Figure 4.5: St. Regis looking southwesterly. Photo by Sparano & Mooney Architecture.

Figure 4.6: Deer Hollow Road looking westerly. Photo by Sparano & Mooney Architecture.

Wetland Protections

The Utah Department of Environmental Quality data does not identify any wetlands within the subject property.

Wildlife Habitat Area

The Utah Department of Natural Resources identifies the property as wildlife habitat for several species. The area is crucial, meaning the local population depends heavily on the area for survival, as there are no available alternative habitats in the area.

The Applicant represents the following crucial habitats:

Species	Habitat
Black Bear	Year-Long Crucial
Dusky Grouse	Year-Long Crucial
Moose	Year-Long Crucial, Calving Habitat
Mule Deer	Summer Crucial
Rocky Mountain Elk	Winter Crucial
White Tail Jackrabbit	Year-Long Crucial

Also, according to the Applicant, "[d]ata was collected by wildlife biologists using observations, surveys, and radio/satellites. Additional endangered species were identified within a two mile radius of the site but do not directly impact subject project: Greater Sage-grouse, Ferruginous Hawk, Western Toad, Bald Eagle, Mountain Marshsnail, Columbia Spotted Frog, Northern Leopard Frog, and Lewi's Woodpecker.

While LMC § 15-2.21-8 requires mitigations for federally threatened and endangered species when they are found on the property, the following is required for general wildlife habitat protections relevant to this site:

Condition of Approval 31 – Construction shall be organized and timed to minimize disturbance of wildlife occupying or using on-site and adjacent natural areas.

(I) The Housing Department and Applicant Agreed to a Draft Housing Mitigation Plan

¶ 5.2.3.1 of the 1995 Settlement Agreement requires four percent of the total number of units within Founders Place to be affordable employee units in compliance with

Resolution No. 7-95.

However, the Applicant met with the Housing Department to create a draft Affordable Housing Mitigation Plan that increases the affordable housing contribution from four percent to ten percent (Exhibit O). The draft Affordable Housing Mitigation Plan is scheduled for Housing Authority (City Council) review on December 9, 2021. The Applicant's plan proposes two mitigation measures: six on-site units and a community benefit fee. This proposal aims to provide on-site affordable employee units that will serve managers, full-time, and seasonal employees, while contributing to the Park City affordable housing fund for citywide initiatives.

On-Site Affordable Employee Units

The six on-site units will total 5,400 square feet, will be intermixed within the project on building levels three and four, and will be phased in with project development:

Phase	Market Rate Units	Platted Residential SF	Affordable Housing Units	Estimated Total AUE Square Feet*
Phase 1	32	84,449	4	3,244 SF
Phase 2	19	48,088	1	TBD SF
Phase 3	27	66,663	1	TBD SF
Total	**78**	**199,200**	**6**	**5,400 SF**

Condition of Approval 32 – The on-site affordable housing obligations outlined in the approved Housing Mitigation Plan shall be satisfied prior to City issuance of a Certificate of Occupancy within each phase of the project.

Additional Housing Mitigation

The Applicant will implement a fee in accordance with state law that requires that 0.50% of the net purchase price for each market-rate unit sale, initially and with each subsequent sale, be transferred to Park City Municipal for the City's affordable housing budget. Fees will be transferred to Park City through December 31, 2035.

The developer estimates that initial sales will generate $300,000,000, thus resulting in an initial $1.5 million contribution to the City's affordable housing fund. Assuming a five percent turnover rate within the project and an average sales price of $3,750,000, the ongoing annual transfer fee is estimated to be $37,500.

Condition of Approval 33 – The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.

Condition of Approval 34 – The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.

Condition of Approval 35 – No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.

(J) The Proposal Complies with Mine Hazard Requirements

There are no known mine hazards on the property.

(K) The Proposal Complies with Historic Mine Waste Mitigation Requirements

The Applicant commissioned two Phase I Environmental Site Assessments, one in 2018 and one in 2020. The 2020 Assessment concludes that "the subject property was historically vacant land with an unimproved road traversing the site from east to west (since at least 1938) [and] [w]e found no conclusive evidence to suggest that active mining activities occurred on the subject property, and all available information suggests that the subject property was not likely impacted from historical mining activities in the area. . . . (Exhibit P)"

The 2020 Assessment found that there is no evidence of recognized environmental conditions in connection with the subject property and that no additional investigation is warranted.

(L) The Proposal Complies with the General Plan

Founders Place is in the Lower Deer Valley Neighborhood. The General Plan identifies this area as a resort neighborhood dominated by Multi-Unit Dwelling condominiums that cater to second homes and nightly rentals. "Future planning in the neighborhood should be directed toward maintaining the world-class resort experience."[17]

(M) The Proposal Complies with Historic Site Protection Requirements

The 2020 Environmental Site Assessment determined the property was historically vacant land. There are no known historic sites on the property.

[17] Park City General Plan, Volume II, Neighborhoods III: Neighborhood 8: Lower Deer Valley (p. 1).

(N) The Proposal Strengthens and Enhances the Resort Character of Park City

Founders Place is the final development within the Deer Crest Master Planned Development and has been envisioned for the Deer Valley Resort area since 1995. Founders Place provides residents with ski-in ski-out access to Deer Valley Resort via the Mountaineer Express Chair.

(O) The Proposal Incorporates Sustainable Features

The Applicant's submittal ¶ 2.11 outlines the following sustainable features:

- Integrating the building into site topography, minimizing the building footprint, and maximizing open space
- Maximizing passive solar orientation
- Pursuing LEED™ Residential BD+C Multifamily certification, which includes:
    - Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
    - Light pollution reduction through vertical illuminance calculations to minimize light pollution
    - Water use reduction through use of low-flow plumbing fixtures in public areas and minimizing irrigation demand through native and drought-tolerant plantings
    - Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
    - Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials

The Sustainability Department recommends the following:

Condition of Approval 40 – All units shall install low-flow plumbing fixtures.

(II) Staff Recommends Conditions of Approval for Compliance with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).

Multi-Unit Dwellings are a Conditional Use in the Recreation Commercial Zoning District.[18]

Conditional Uses that, because of unique characteristics or potential impacts on the

[18] LMC § 15-2.16-2(B)(1).

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.[19]

CUP Review Criteria	Analysis of Proposal
Size and location of Site	**No Required Mitigation** Founders Place is proposed to be developed on a 31.24-acre Parcel surrounded by Open Space, as outlined in the 1995 Settlement Agreement and First Amended Density Determination. The nearest development is the Snowtop Single-Family Dwelling Subdivision, which is approximately 500 feet to the northwest of the proposed project. The First Amended Density Determination allocated 60% of the total Deer Crest development as Open Space and the proposed Founders Place development is within the Development Envelope established in the 1995 Settlement Agreement for the property. The Founders Place proposal further reduces the Site disturbance within the Development Envelope. Please see the MPD analysis above for more details.
Traffic considerations	**No Required Mitigation** Founders Place is within the gated Deer Crest community and is not accessible to the public. The Applicant's Trip Generation Study concludes that the residents of Founders Place are expected to generate 30 trips during the AM weekday peak hour, 38 trips during the PM weekday peak hour, and 39 trips during the Saturday peak hour, a reduction of trips initially anticipated for the site before the 20,000-square-foot ski academy was transferred to unincorporated Wasatch County (Exhibit L).

[19] LMC § 15-1-10.

Utility Capacity and storm water run-off	**No Required Mitigation** The Wasatch County Development Review Committee evaluated the Founders Place project and did not identify required Conditions of Approval for utility capacity or storm water run-off.
Emergency vehicle access	**Condition of Approval** The Wasatch County Fire District reviewed the proposed Founders Place plans and requests modified fire truck turnarounds. As a result, Condition of Approval 32 requires the following: The Applicant shall revise Founders Place emergency vehicle access, shall obtain written approval from the Wasatch County Fire District, and shall submit the written approval to the Park City Planning Department for review and inclusion in the project file prior to submitting a building permit application.
Location and amount of off-street parking	**Conditions of Approval** Please see the recommended Conditions of Approval in the MPD analysis above.
Internal vehicular and pedestrian circulation system	**No Required Mitigation** Please see the MPD analysis above.
Fencing, screening, and landscaping to separate the use from adjoining uses	**No Required Mitigation** ¶ 2.10 of the Applicant's submittal states that landscaping will allow for ecological integration of the development and surrounding natural habitats. In disturbed areas, the height of retaining walls will be minimized to accommodate necessary grading. Existing forest to the southwest will be preserved along the property boundary.
Building mass, bulk, and orientation, and the location of buildings on the site, including orientation to buildings on adjoining lots	**No Required Mitigation** ¶ 2.10 of the Applicant's submittal states that buildings, outdoor amenities, and accompanying grading are placed to strategically limit disturbance of surrounding landscape, including proposed cut and fill.

	Staff finds the current proposal minimizes building mass, bulk, and orientation compared to the 1995 Site Plan, as outlined in the MPD analysis section above.
Open Space	**No Required Mitigation** See the MPD analysis above
Signs and Lighting	**Condition of Approval 37** – The Applicant shall submit a Master Sign Plan Application at the time of building permit submittal. The Master Sign Plan shall show each outdoor sign proposed for the project and shall establish visual consistency for the project as a whole in compliance with Municipal Code of Park City Title 12, *Sign Code*. A Sign Permit Application is required for installation of individual signs in conformance with an approved Master Sign Plan. **Condition of Approval** – Please see the MPD analysis section above outlining dark sky code compliance.
Physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing	**Condition of Approval** – Please see the MPD analysis section regarding the Condition of Approval outlining Planning Commission preference for roof form. On December 1, 2021, the Deer Crest Development Review Committee submitted a letter of support of the Founders Place design and granted conditional preliminary approval (Exhibit Q). “Deer Crest is pleased with the overall presentation and proposed design for the Founders Place Project and are eager to see the project move forward through the municipal approval process towards permits and construction.”
Noise, vibration, odors, steam, or other mechanical factors that might affect people and property off-site	**Condition of Approval 38** – Mechanical equipment shall be screened according to the requirements of the Land Management Code.
Control of delivery and service vehicles, loading and unloading zones, and screening of trash and recycling pickup areas	**Conditions of Approval** Please see the MPD analysis section above.

Expected ownership and management of the project as primary residences and condominiums and how the form of ownership affects taxing entities	**Form of Ownership** The 78 residential units will be for-sale properties. The six affordable units will be either for-sale or rental properties, subject to the City's Affordable Housing Guideline Resolution 25-2020 and deed restriction requirements. **Taxing Entities** The property is subject to the Deer Crest Interlocal Agreement, dated December 17, 1998 (Exhibit R). The Agreement outlines building and permit fees, impact fees, and tax allocation between the jurisdictions, as well as jurisdictional review of water service, wastewater collection and treatment service, storm drainage, inspection of infrastructure improvements, fire protection, police protection, and emergency medical service. Wasatch County has been provided with an opportunity to review the proposal and to provide input. **Condition of Approval 39** – The Applicant shall ensure compliance with the Deer Crest Interlocal Agreement.
Within and adjoining the site, environmentally sensitive lands, physical mine hazards, historic mine waste, Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed structure to the existing topography of the site	**Conditions of Approval** Founders Place is not within the Park City Soils Ordinance. See the MPD analysis above regarding environmentally sensitive lands, physical mine hazards, historic mine waste, steep slopes, and appropriateness of the proposed structure to the existing topography of the site.
General Plan compliance	**Complies** See the MPD analysis above

The Applicant proposes the following project phasing:

2.14 PHASING

The project will be constructed in 3 phases with a timeline based on the economic conditions of the time. A summary of the scope and general timeline of each phase is defined below:

- Phase I:	Includes Buildings 1 and 2, Amenity Space, and the Pool/Ski Deck.	
	Housing Unit Count this Phase:	32
	Total GSF this Phase:	158,813 GSF
	Construction Start Date:	Spring 2022
- Phase II:	Includes Building 3	
	Housing Unit Count this Phase:	19
	Total GSF this Phase:	89,422 GSF
	Construction Start Date:	Spring 2023
- Phase III:	Includes Building 4 and Associated Pedestrian Bridge	
	Housing Unit Count this Phase:	27
	Total GSF this Phase:	114,222 GSF
	Construction Start Date:	Spring 2024

Department Review

The Wasatch County Development Review Committee, the Park City Development Review Committee, and the Park City Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on November 23, 2021. Staff mailed courtesy notice to property owners within 300 feet on November 23, 2021. The *Park Record* published notice on November 24, 2021.[20]

Public Input

Public input is attached as Exhibit S.

Alternatives

- The Planning Commission may approve the Modification to the Master Planned Development and Conditional Use Permit;
- The Planning Commission may deny the Modification to the Master Planned Development and Conditional Use Permit and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Final Action Letter
Exhibit B: Applicant Submittal
Exhibit C: Wasatch County Density Determination
Exhibit D: 1995 Settlement Agreement
Exhibit E: First Amended Wasatch County Density Determination

[20] LMC § 15-1-21.

Exhibit F: First Amendment to the Settlement Agreement
Exhibit G: Ordinance No. 98-53 Annexation 253 Acres of Deer Crest
Exhibit H: Ordinance No. 98-51 Zoning the Deer Crest Annexation Areas
Exhibit I: Deer Hollow Subdivision
Exhibit J: Transportation Demand Management Plan
Exhibit K: Parking Supply Study
Exhibit L: Trip Generation Study
Exhibit M: Third Amendment Settlement Agreement
Exhibit N: Draft Housing Mitigation Plan
Exhibit O: Environmental Site Assessment
Exhibit P: Sensitive Lands Analysis
Exhibit Q: Deer Crest Association Approval
Exhibit R: Deer Crest Interlocal Agreement
Exhibit S: Public Input
Exhibit T: Applicant's Height Memo

Planning Department

December 8, 2021

Deer Crest Associates I, LC
1375 Deer Valley Drive STE 105
Park City, Utah 84060
435-714-0267

CC: Bill Fiveash

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	Parcel 00-0021-01977 in Wasatch County
Zoning District:	Recreation Commercial within a Master Planned Development
Application:	Modification to a Master Planned Development Conditional Use Permit
Project Number:	PL-21-05056; PL-21-04917
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	December 8, 2021
Project Summary:	The Applicant proposes to construct a 354,264-square-foot ski-in ski-out village in the Deer Crest area in three phases.

Action Taken

On December 8, 2021, the Planning Commission conducted a public hearing and approved the Founders Place Modifications to a Master Planned Development and Multi-Unit Dwelling Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. Founders Place (formerly known as Deer Hollow and Slalom Village) is in the Deer Crest area east of Deer Valley Resort and west of HYW 40 along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 through the Jordanelle Gatehouse to the east.

2. The Applicant proposes constructing 199,200 square feet for 78 residential units in four buildings, 5,400 square feet for six affordable employee units, 3,299 square feet of support commercial, 100,857 square feet of residential accessory uses, and 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation.
3. On October 19, 2021, the Park City Development Review Committee evaluated the project and did not identify issues or concerns.
4. On October 27, 2021, the Planning Commission conducted a work session on the project.
5. On November 4, 2021, the Wasatch County Development Review Committee evaluated the project and provided input and recommended Conditions of Approval.
6. On November 10, 2021, the Planning Commission visited the site.
7. On November 10, 2021, the Planning Commission was scheduled to determine whether the project is a minor or substantive modification to the Master Planned Development. However, prior to the meeting, the Applicant agreed the modification is substantive and the Planning Commission continued the discussion to December 8, 2021.
8. The area was originally within unincorporated Wasatch County and the proposed project started the land use review process with Wasatch County in the late 1980s.
9. In 1989, the property owner applied for a Density Determination from Wasatch County to develop what was then called the Telemark Park Resort.
10. In 1991, the Wasatch County Commissioners approved the Density Determination.
11. However, due to the project's location in several jurisdictions, a lawsuit ensued regarding development and services.
12. In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement.
13. The 1995 Settlement Agreement ¶ 2.2 describes the location of the Deer Crest property, which straddles several jurisdictions: *A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within*

unincorporated Summit County and approximately 70 acres lie within the Park City Municipal Corporation city limits.

14. The 1995 Settlement Agreement outlined the process and conditions for annexing portions of the Deer Crest property into Park City, as well as development parameters. The 1995 Settlement Agreement established the following regarding Founders Place within what was then identified as the Slalom Village development envelope:
    a. No more than 83 Multi-Unit Dwellings at 2,400 square feet per unit (totaling 199,200 square feet)
    b. 60% of the Multi-Unit Dwellings concentrated in a primary village structure
    c. Four Single-Family Dwellings
    d. A 20,000-square-foot ski academy
    e. A ski chairlift located within a 1,100-foot radius of the primary village structure
    f. Support commercial up to 5% of the gross square footage and appropriate amenities
15. The 1995 Settlement Agreement required the property owners to amend the 1991 Wasatch County Density Determination. In 1996, the First Amended Density Determination was recorded with Wasatch County. The First Amended Density Determination increased the single-family dwellings from four to five and included 83 townhouse/cottages (units not to exceed 2,400 square feet, totaling 199,200 square feet).
16. In 1997, the parties amended the 1995 Settlement Agreement, transferring the 20,000-square-foot ski academy to Telemark Park (also known as the Jordanelle Village Resort).
17. On December 17, 1998, the City Council approved Ordinance No. 98-53, annexing 253 acres of the Deer Crest property into Park City.
18. Also on December 17, 1998, the City Council approved Ordinance No. 98-51, amending the Zoning Map to include the Deer Crest annexation area.
19. Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District.
20. On December 23, 1998, Deer Crest Associates I, LC recorded the Deer Hollow Village Subdivision at Deer Crest, creating five single-family lots pursuant to the Founders Place density allocation.
21. In 2021, the Applicant submitted Conditional Use Permit, Modification to a Master Planned Development, Subdivision, and Phase I Condominium Plat applications to construct the remaining Multi-Unit Dwelling density.

22. The proposal complies with Land Management Code Chapter 15-2.16 *Recreation Commercial District* and Chapter 15-6 *Master Planned Developments*.
23. The Proposal Complies with Density Allocated in the 1995 Settlement Agreement and Reiterated in the First Amended Density Determination. Density for the Founders Place Site was established in the 1995 Settlement Agreement (no more than 83 Multi-Unit Dwellings at 2,400 square feet per unit, totaling 199,200 square feet) and the First Amended Density Determination (83 townhouse/cottages units not to exceed 2,400 square feet, totaling 199,200 square feet).
24. The Applicant proposes 78 Residential Units, totaling 199,200 square feet, and six Affordable Units. Affordable Units constructed on site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.
25. The Proposal Complies with Setbacks. The minimum Setback around exterior boundaries of an MPD is 25 feet. In addition to the 25-foot perimeter Setback, the internal Setbacks for this project are established in ¶ 4 of the First Amended Density Determination: a 40-foot Setback from the road centerline; a 25-foot Rear Setback; a 10-foot Side Setback.
26. The Applicant proposes subdividing the property to align with the proposed phasing of the project, creating three separate lots, and three separate condominium plats. As a result, there will be a common wall created between proposed Lots 1 and 2. Pursuant to LMC § 15-2.16.3(G), a side Setback between connected structures is not required where structures are designed with a common wall on a property line and a party wall agreement is recorded in a form approved by the City Attorney and Chief Building Official.
27. MPDs must contain a minimum of 60% Open Space.[1] The 30.7-acre Parcel totals 1,337,292 square feet. The gross building footprint square footage for the site is 345,405 square feet and the driveway square footage is 22,309 square feet, totaling 367,714 square feet. Proposed Open Space for the 30.7-acre Parcel is 27%.
28. While the Founders Place Site Open Space is below the 60% required in LMC § 15-6-5(D), Open Space requirements for 526 acres within the Deer Crest area were outlined in the First Amended Density Determination. ¶ 1 of the First

[1] LMC § 15-6-5(D).

Amended Density Determination required that 312 of the 526 acres be preserved as Open Space, totaling 60%.

29. The Applicant Proposes Reduced Parking. The 1995 Settlement Agreement ¶ 5.2.3.10 requires that *Property Owners may construct no more parking stalls underneath the [Founders Place] multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s). . . .* ¶ 11(C) of the First Amended Density Determination approved by Wasatch County requires 166 parking spaces for the development. The Applicant proposes 128 parking spaces, a 23% reduction.
30. The Applicant's request to reduce the parking from the 159 spaces required by the LMC to 128 parking spaces is a 20% reduction.
31. The Applicant's Parking Study references the Institute of Transportation Engineer's Parking Generation Manual 5th Edition, which estimates peak parking demand for a project based on its land use with estimates developed from parking demand studies at similar sites over the past 40 years. The Parking Supply Study concludes that Founders Place will produce an estimated parking demand of 104 parking spaces. The Applicant proposes 128 total parking spaces with 123 underground parking spaces and five uncovered parking spaces.
32. The Applicant's Parking Supply Study offers project comparisons with Arrowleaf A, Arrowleaf B, Flagstaff, One Empire Pass, Empire Residences, and Talisker Tower and concludes that the appropriate parking ratio for similar projects is 1.5 parking spaces per unit.
33. The Applicant's Trip Generation Study concludes that Founders Place will generate less traffic than the 1995 Settlement Agreement approval, which included the 20,000-square-foot ski academy that was later transferred to another site in unincorporated Wasatch County.
34. The Applicant's Transportation Demand Management Plan proposes the following:
    a. Ski-in Ski Out Access – guests will access Deer Valley Resort on the Mountaineer Express Chair.
    b. Public Trail Access – the property is adjacent to the Village Trail, which connects to the Park City trail network.
    c. Reduced Parking – the project proposes 1.5 parking spaces per residence to discourage multiple vehicles per unit.
    d. Shared Ride Service – operated by the Founders Place Homeowner Association to provide pick-up within 15 minutes of request, provide service anywhere within Park City proper, be app-based, and include evening geofencing to limit the number of pick-up and drop-off locations

on Main Street.

e. Grocery Delivery – onsite property management will work with local grocery delivery services to provide pre-arrival shopping services and staff will provide pre-arrival shopping services.
f. Onsite Ski Valet – offered so guests do not have to drive into town to rent equipment.
g. Pre-Ski and Après Ski Activities – amenities include a continental breakfast, après ski events, on-site entertainment, and on-site restaurant.

35. LMC § 15-3-9 requires ten percent of the required Off-Street Parking Spaces for the temporary storage of bicycles.
36. The Applicant does not propose overflow parking during peak periods. Wasatch County requires a Condition of Approval that parking demand for Founders Place be satisfied on-site and that overflow parking in unincorporated Wasatch County be prohibited.
37. Founders Place is approximately 500 feet from the nearest development, the residential Snowtop Subdivision at Deer Crest.
38. The Applicant Requests Modifications to Building Height Approvals. The First Amended Density Determination ¶ 8.A outlines the following roof and height regulations for the property: *Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside walls), with the top level being partly located in the roof structure. The top level shall not cover more than 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.*
39. The Applicant submitted an exhibit showing the top-story building footprint compared to the ground-level building footprint, which complies with the First Amended Density Determination ¶ 8.A, requiring that the top-story building footprint be 50% of the ground-level.
40. Regarding the First Amended Density Determination ¶ 8.A requirement that "[t]he building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height," the MPD process provides the Planning Commission with discretion to consider an increase in Building Height based upon a Site-specific analysis. The Applicant requests that vertical wall height be allowed up to four levels, five levels in some places.

41. The Applicant must request a Site-specific determination and bears the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made if six criteria are met:

(1) The increase in Height does not increase square footage or Building volume and provides architectural variation.
(2) Buildings are positioned to minimize visual impacts on adjacent structures.
(3) There is adequate landscaping and buffering from adjacent properties and uses.
(4) Increased Setbacks and separations from adjacent properties are proposed.
(5) Increased Height results in more than the minimum Open Space required and is publicly accessible.
(6) Increased Height is designed in a manner that provides a transition in roof elements incompliance with Chapter 15-5, Architectural Review.

42. The Applicant provided an exhibit that states the proposed Founders Place design reduces the overall impact to the site and does not increase square footage or building volume, buildings are positioned to minimize visual impacts to adjacent structures, there is adequate landscaping and buffering from adjacent properties, the project includes increased setbacks and separations, more than minimum Open Space is provided, and the Building Height is designed in a manner that provides a transition in roof elements.
43. The Modifications to the Site Plan Comply with the Land Management Code. the Founders Place proposal reduces the overall Site disturbance by decreasing the Limit of Disturbance by 44%, the driveway square footage by 70%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 9%, and the exposed retaining wall face square footage by 45%.
44. Additional changes to the Site Plan include the configuration of Deer Hollow Road, formerly known and shown as Keetley Road on the 1995 Site Plan. The 1995 Settlement Agreement required the Founders Place development to permanently and physically disconnect Deer Hollow Road to prevent vehicular through-traffic in the Deer Crest area. The Primary Village Structure footprint was to be partially within the historic configuration of Deer Hollow Road. The intention was to prevent public through-traffic between the Jordanelle Basin and Park City. The developers of Deer Crest were required to install east and west entrance gates that prevent through-traffic.
45. On February 8, 2017, the Planning Commission reviewed a proposed amendment to the Settlement Agreement to remove the requirement that Deer

Hollow be disconnected. The Planning Commission continued the discussion to March 22, 2017. On March 22, 2017, the Planning Commission reviewed the proposed amendment, conducted a public hearing, and forwarded a positive recommendation to the City Council to amend the 1995 Settlement Agreement, removing the requirement that Deer Hollow Road be disconnected at the time of future development. On December 4, 2017, the Third Amendment to the Settlement Agreement was recorded with Wasatch County.

46. The Third Amendment to the Settlement Agreement outlines the following regarding Deer Hollow Road:
    - Deer Hollow Road is no longer required to be disconnected
    - Official vehicles of emergency service providers (police, fire, and emergency medical) are allowed to use Deer Hollow Road to provide emergency services to properties, residents, guests, and others within the project
    - Deer Hollow Road is otherwise for exclusive use by the owners, guests, and invitees within the project
    - The public may use Deer Hollow Road
        - For an evacuation necessary to protect human life
        - A natural disaster
        - A major public safety event determined by the Park City Fire Marshal, Park City Police Chief, Wasatch County Fire Chief, or other public safety officer of similar rank in Park City or Wasatch County
    - The public may not use Deer Hollow Road for non-life endangering causes like
        - Traffic congestion
        - Delays caused by weather
        - Public or private events and gatherings
    - Deer Crest Master Association must maintain and operate the Queen Esther and Jordanelle Gates in accordance with the 1995 Settlement Agreement to prevent public vehicle access between HWY 40 and Park City
    - If the gates are not operated in accordance with the 1995 Settlement Agreement and the Deer Crest Master Association does not cure the defect, the City may reinstate the Deer Hollow Road disconnection requirement at Deer Crest Master Association expense
47. The Proposal, as Conditioned, Complies with Landscaping and Lighting Requirements.
48. The Proposal Complies with the Sensitive Land Overlay.
49. The Housing Department and Applicant Agreed to a Draft Housing Mitigation Plan.

50. ¶ 5.2.3.1 of the 1995 Settlement Agreement requires four percent of the total number of units within Founders Place to be affordable employee units in compliance with Resolution No. 7-95.
51. However, the Applicant met with the Housing Department to create a draft Affordable Housing Mitigation Plan that increases the affordable housing contribution from four percent to ten percent. The draft Affordable Housing Mitigation Plan is scheduled for Housing Authority (City Council) review on December 9, 2021. The Applicant's plan proposes two mitigation measures: six on-site units and a community benefit fee. This proposal aims to provide on-site affordable employee units that will serve managers, full-time, and seasonal employees, while contributing to the Park City affordable housing fund for citywide initiatives.
52. The six on-site units will total 5,400 square feet, will be intermixed within the project on building levels three and four, and will be phased in with project development.
53. The Applicant will implement a fee in accordance with state law that requires that 0.50% of the net purchase price for each market-rate unit sale, initially and with each subsequent sale, be transferred to Park City Municipal for the City's affordable housing budget. Fees will be transferred to Park City through December 31, 2035.
54. The developer estimates that initial sales will generate $300,000,000, thus resulting in an initial $1.5 million contribution to the City's affordable housing fund. Assuming a five percent turnover rate within the project and an average sales price of $3,750,000, the ongoing annual transfer fee is estimated to be $37,500.
55. The Proposal Complies with Mine Hazard Requirements. There are no known mine hazards on the property.
56. The Proposal Complies with Historic Mine Waste Mitigation Requirements
57. The Applicant commissioned two Phase I Environmental Site Assessments, one in 2018 and one in 2020. The 2020 Assessment concludes that "the subject property was historically vacant land with an unimproved road traversing the site from east to west (since at least 1938) [and] [w]e found no conclusive evidence to suggest that active mining activities occurred on the subject property, and all available information suggests that the subject property was not likely impacted from historical mining activities in the area. . . ."

58. The 2020 Assessment found that there is no evidence of recognized environmental conditions in connection with the subject property and that no additional investigation is warranted.
59. The Proposal Complies with the General Plan. Founders Place is in the Lower Deer Valley Neighborhood. The General Plan identifies this area as a resort neighborhood dominated by Multi-Unit Dwelling condominiums that cater to second homes and nightly rentals. “Future planning in the neighborhood should be directed toward maintaining the world-class resort experience.”
60. The Proposal Complies with Historic Site Protection Requirements. The 2020 Environmental Site Assessment determined the property was historically vacant land. There are no known historic sites on the property.
61. The Proposal Strengthens and Enhances the Resort Character of Park City. Founders Place is the final development within the Deer Crest Master Planned Development and has been envisioned for the Deer Valley Resort area since 1995. Founders Place provides residents with ski-in ski-out access to Deer Valley Resort via the Mountaineer Express Chair.
62. The Proposal Incorporates Sustainable Features. The Applicant’s submittal ¶ 2.11 outlines the following sustainable features:
    a. Integrating the building into site topography, minimizing the building footprint, and maximizing open space
    b. Maximizing passive solar orientation
    c. Pursuing LEED™ Residential BD+C Multifamily certification, which includes:
        i. Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
        ii. Light pollution reduction through vertical illuminance calculations to minimize light pollution
        iii. Water use reduction through use of low-flow plumbing fixtures in public areas and minimizing irrigation demand through native and drought-tolerant plantings
        iv. Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
        v. Indoor air quality through unit ventilation systems, operable window/door systems, air filtering, and low emittance product specifications for indoor materials

63. Multi-Unit Dwellings are a Conditional Use in the Recreation Commercial Zoning District.
64. The Applicant proposes developing the project in three phases:
    a. Phase I: Buildings 1 and 2, amenity space, and the pool/ski deck.
        i. Housing unit count: 32
        ii. Gross square footage: 158,813
        iii. Construction start date: spring 2022
    b. Phase II: Building 3
        i. Housing unit count: 19
        ii. Gross square footage: 89,422
        iii. Construction start date: spring 2023
    c. Phase III: Building 4 and associated pedestrian bridge
        i. Housing unit count: 27
        ii. Gross square footage: 114,222
        iii. Construction Start Date: spring 2024
65. The staff report is incorporated herein.

Master Planned Development Conclusions of Law
The Master Planned Development, as conditioned:

1. complies with all requirements of the Land Management Code;
2. meets the minimum requirements of Section 15-6-5;
3. provides the highest value of Open Space, as determined by the Planning Commission;
4. strengthens and enhances the resort character of Park City;
5. compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
6. is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
7. provides amenities to the community so that there is no net loss of community amenities;
8. is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the Application to be complete;
9. meets the Sensitive Lands requirements of the Land Management Code and is designed to place Development on the most developable land and least visually obtrusive portions of the Site;
10. promotes the Use of non-vehicular forms of transportation through design and by providing trail connections;

11. was noticed and the Planning Commission held a public hearing in accordance with this Chapter;
12. incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application;
13. addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies;
14. addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
15. addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan;
16. addresses and mitigates traffic.

Conditional Use Permit Conclusions of Law

1. The Application complies with requirements of the Land Management Code.
2. The use will be compatible with surrounding structures in use, scale, mass, and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall be updated as necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control. Storm-water management, and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service.
2. A storm water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage

shall not exceed predevelopment drainage conditions and special consideration shall be made to protect any wetlands delineated on and adjacent to the site.

3. The project is over 1.0 acres and will be required to meet the requirements of Park City's municipal separate storm sewer system (MS4) storm-water program.
4. Final utility plans, consistent with preliminary utility plans reviewed by the Planning Commission during the MPD review, shall be submitted with the final subdivision plat.
5. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the area provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping.
6. Approval of this Master Planned Development is subject to LMC Chapter 15-6 *Master Planned Developments* and shall expire two years from the date of execution of the Development Agreement unless Construction, as defined by the International Building Code, has commenced on the project.
7. The approval shall be put in the form of a Development Agreement. The Development Agreement must be submitted to the Planning Department for ratification by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.
8. Timing of completion of all required items and public benefits shall be further described and stated in the Development Agreement.
9. The Development Agreement shall require the Founders Place Homeowner Association to finance and operate an ongoing ride-share service that (1) provides pick-up within 15 minutes of request for owners, employees, and guests; (2) provides service anywhere within the Park City boundary; and (3) provides service to the Salt Lake International Airport.
10. The Applicant shall include bike racks for securing at least 13 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike racks must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.
11. Founders Place employee, owner, and guest parking on Deer Hollow Road is prohibited.
12. Founders Place employee, owner, and guest parking in unincorporated Wasatch County is prohibited.
13. The Applicant shall include Electric Vehicle Charging Station Infrastructure for 22 Parking Spaces in the plans submitted for building permit review. The Founders

Place Covenants, Conditions, and Restrictions shall put future property owners on notice of the Electric Vehicle Charging Station Infrastructure. The breaker panel containing the Electric Vehicle Charging Station Infrastructure shall also identify the conduit for future Electric Vehicle Charging Station Infrastructure.

14. The Applicant shall include six Electric Vehicle Charging Stations in the plans submitted for building permit review and shall install six Electric Vehicle Charging Stations ready for use at the time the City issues a Certificate of Occupancy. The first Electric Vehicle Charging Station installed shall be a dual port with one Charging Station that is ADA accessible. This dual port shall count as one Charging Station. Dual-port Charging Stations installed thereafter shall count as two Charging Stations. The Electric Vehicle Charging Stations shall comply with location, signage, user information, cord management, protection, snow removal, and maintenance requirements outlined in LMC § 15-3-11(E). Electric Vehicle Charging Stations shall be open and available to all employees, residents, and guests.
15. Final building plans at the time of building permit application shall comply with the _____ roof reviewed and approved by the Planning Commission on December 8, 2021.
16. The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.
17. Retaining walls on site shall not exceed eight feet in height and shall be terraced, with at least a four-foot transitional landscaped element between terraced retaining walls. At the time of building permit submittal, the Applicant shall submit a separate retaining wall plan that clearly identifies the height of all retaining walls measured from final grade.
18. The Applicant shall dedicate the four-foot soft-surfaced Pipeline and Village Trails for public use on the subdivision plat, as approved by the Trails & Open Space Manager and City Attorney's Office.
19. The Applicant shall submit a snow storage plan at the time of building permit application, to be approved by the Chief Building Official.
20. Centralized trash and recycling facilities for glass, paper, plastic, cans, cardboard, and other household and commercially generated recyclable and scrap materials shall be centrally located in a completely enclosed structure with a pedestrian door and truck door or gate. The enclosed Structure shall be designed with materials compatible with the Multi-Unit Dwellings and be constructed of masonry, steel, or other substantial material. The centralized trash

and recycling facilities shall be large enough to accommodate a trash container and at least two recycling containers to provide for the option of dual-stream recycling.

21. Delivery and service vehicles shall access the site at the small surface lots or within parking garages.
22. Trash and recycling facilities shall be within the enclosed parking garages.
23. Loading and unloading of goods shall take place entirely on site. Loading and unloading zones shall be screened from public view.
24. Pursuant to LMC § 15-5-5(N), the Applicant shall submit a complete landscape plan at the time of building permit application that (1) utilizes Water Wise Landscaping for plant selection and location, irrigation, and mulching of landscaped areas; (2) includes WaterSense labeled smart irrigation controllers which automatically adjust the frequency and/or duration of irrigation events in response to changing weather conditions; (3) indicates the percentage of the lot that is landscaped, the percentage of landscaping that is irrigated, and the type of irrigation to be used; (4) identifies Significant Vegetation and plans to replace Significant Vegetation impacted by development; and (5) restricts lawn area to no more than 25% of the Limit of Disturbance.
25. Pursuant to LMC § 15-5-5(J), all outdoor lighting shall be Fully Shielded and 3,000 degrees Kelvin or less. Total Lumens shall not exceed 2,500 Lumens per light and total lighting shall not exceed 100,000 Lumens per acre. The Applicant shall submit an outdoor lighting plan demonstrating code compliance at the time of a building permit application.
26. Cuts and fills shall be minimized. Graded or filled slopes shall be limited to a three to one slope or less. Graded slopes shall be recontoured to the natural, varied contour of surrounding terrain.
27. Topsoil from any disturbed portion of a Steep Slope must be preserved and utilized in revegetation. Fill soil must be of a quality to support plant growth.
28. Slope stability analysis completed by a geotechnical engineer prior to submitting a building permit, to be reviewed and approved by the Engineering Department.
29. The Applicant shall work with the Engineering Department to address subsurface drainage and storm water drainage, prior to submitting a building permit.
30. The Applicant shall submit structural engineering design and calculations for retaining walls, to be reviewed and approved by the Planning Director and Engineering Department, prior to submitting a building permit.

31. Construction shall be organized and timed to minimize disturbance of wildlife occupying or using on-site and adjacent natural areas.
32. The on-site affordable housing obligations outlined in the approved Housing Mitigation Plan shall be satisfied prior to City issuance of a Certificate of Occupancy within each phase of the project.
33. The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
34. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
35. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
36. The Applicant shall revise Founders Place emergency vehicle access, shall obtain written approval from the Wasatch County Fire District, and shall submit the written approval to the Park City Planning Department for review and inclusion in the project file prior to submitting a building permit application.
37. The Applicant shall submit a Master Sign Plan Application at the time of building permit submittal. The Master Sign Plan shall show each outdoor sign proposed for the project and shall establish visual consistency for the project as a whole in compliance with Municipal Code of Park City Title 12, *Sign Code*. A Sign Permit Application is required for installation of individual signs in conformance with an approved Master Sign Plan.
38. Mechanical equipment shall be screened according to the requirements of the Land Management Code.
39. The Applicant shall ensure compliance with the Deer Crest Interlocal Agreement.
40. All units shall install low-flow plumbing fixtures.

If you have questions or concerns regarding this Final Action Letter, please call 385-290-0789 or email rebecca.ward@parkcity.org.

Planning Department

Sincerely,

John Phillips, Planning Commission Chair

CC: Rebecca Ward

FOUNDERS PLACE

CONDITIONAL USE PERMIT SUBMITTAL
PHASES I, II, AND III

November 15, 2021

east west partners
SPARANO + MOONEY **ARCHITECTURE**

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Exhibit 9: Floor Plan - Elev. 7126.67
Exhibit 10: Floor Plan - Elev. 7139.33
Exhibit 11: Floor Plan - Elev. 7152
Exhibit 12: Floor Plan - Elev. 7164.67
Exhibit 13: Floor Plan - Elev. 7177.33
Exhibit 14: Gross Building Area Calculations
Exhibit 15: Housing Unit Schedule and Square Footage Summary
Exhibit 16: Exterior Elevations
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Exhibit 32: Civil Slope Map
Exhibit 33: Civil Utilities Plan
Exhibit 34: Civil Storm Drain Plan

4.0 ADDITIONAL EXHIBITS UNDER SEPARATE COVER
Exhibit 35: Phase I Environmental Site Assessment (Dated November 17, 2020)
Exhibit 36: Deer Crest Design Guidelines
Exhibit 37: Entitlements Timeline

1.0 EXECUTIVE SUMMARY

Deer Hollow Development LLC is seeking a Conditional Use Permit for the development and construction of residential units in stack flat condominium buildings, including an amenity building, for the exclusive use of all **Founders Place** residents. The Founders Place project, located within the Deer Crest development, offers a unique ski-in ski-out location, providing a private and secluded living experience focused on outdoor recreation and wellness.

The Founders Place (aka Slalom Village) parcel is part of the land subject to the 1995 Deer Crest Master Planned Development and Settlement Agreement, including amendments 1 through 3. This application seeks to move forward the approvals as required in the development agreement and restated in the Planning Staff Report for the Third Amendment to the Settlement Agreement "Analysis, Findings of Fact, Conclusions of Law and Conditions of Approval", dated March 22, 2017. Exhibit 'F' below shows the approved concept for the Slalom Village Area from the 1995 Settlement Agreement.

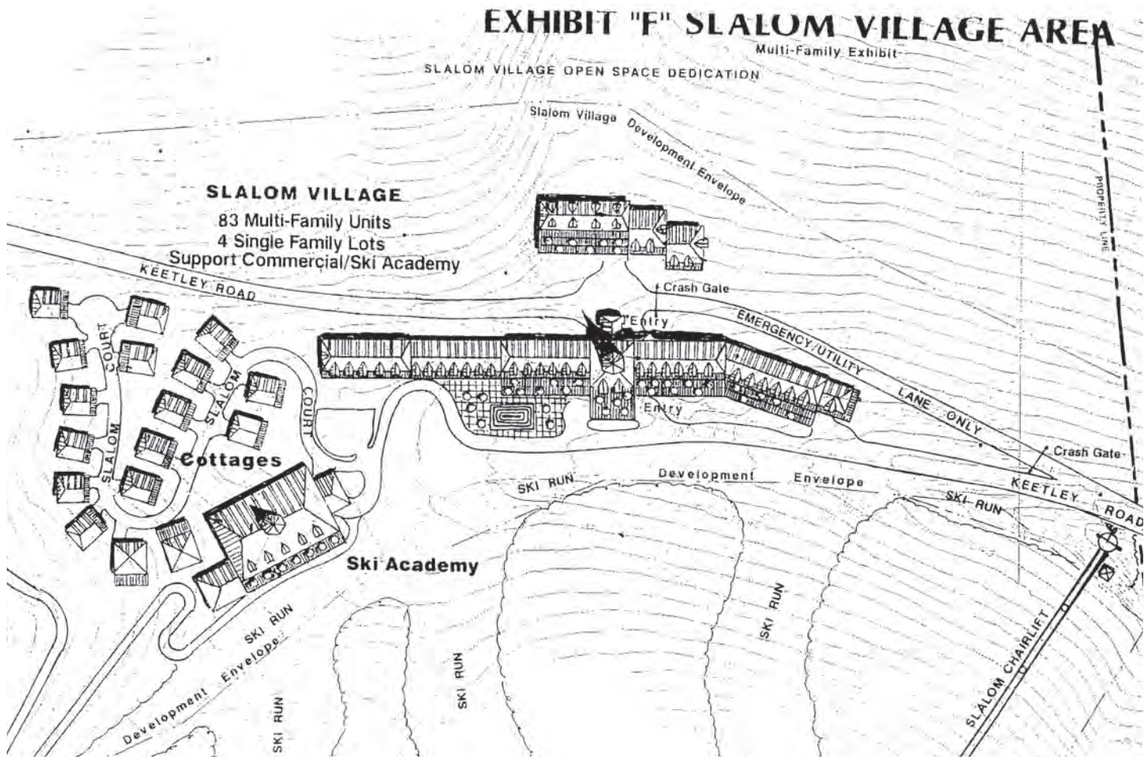


EXHIBIT 'F' - SLALOM VILLAGE AREA

Deer Hollow Development LLC is proposing to build NTE 199,200 SF total residential square footage divided over four building and consisting of 78 residential for sale properties, 6 Employee Housing Units as required by the development agreement, and 128 total parking spaces and various Residential Accessory Uses as defined in the Development Agreement. The project will be constructed in 3 phases.

Sustainable design strategies of Founders Place include the integration of the buildings into the site topography, minimization of the building footprints, maximization of open space and passive solar orientation, and LEED™ Residential BD+C Multifamily certification criteria. Access to daylight, fresh air, recreational opportunities, and wellness components are primary project drivers. Although the open space requirement for the original MPD has already been satisfied, of the 30 acre development parcel, 13 acres will be dedicated as additional open space.

1.1 PROJECT DESCRIPTION

Applicant:	Deer Hollow Development LLC		
Project Address:	TBD - not yet registered		
Parcel:	00-0021-1977		
Application Type:	CUP (a Subdivision Plat is being submitted concurrently)		
Zoning:	Recreational Commercial (RC-MPD) District		
Governing Documents:	Telemark Park Settlement Agreement and Amendments 1, 2, and 3 Density Determination for Telemark Park Resort and Amendments 1 and 2 Deer Crest Interlocal Agreement (Wasatch County and Park City Municipal) Deer Crest Design Guidelines Park City LMC Park City General Plan		
Density/SF Summary:	78 Condominium Units	=	199,200 NSF
	Residential Accessory Uses/Parking Garages/Circulation	=	163,258 GSF
	Total Project GSF	=	362,458 GSF

SITE LOCATION MAP

2.0 OVERVIEW

2.1 SITE LOCATION

The Founders Place project site is located within the Deer Crest development at the Deer Valley Resort, adjacent to the Mountaineer Express ski lift, to the northeast of the St. Regis, and to the west of US-40. Access to the project site is via a private and gated road, Deer Hollow Road, with control points at the Queen Ester gatehouse to the west, and the Jordanelle gatehouse to the east. The 30 acres site is bifurcated by Deer Hollow road, with 20 acres to the north of the road and 10 acres to the south. The site resides within Wasatch County, and has been annexed into Park City.

SITE VICINITY MAP

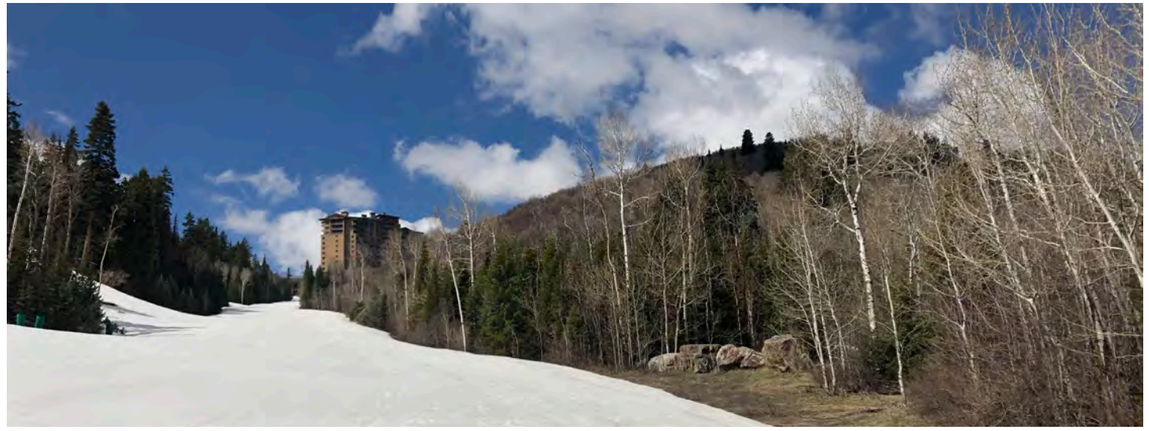
2.2 CONTEXT

The Founders Place project site is private and secluded, with no residential or commercial development within close proximity. The nearest development to the proposed built-area of the Founders Place project site includes the residences at Snowtop Court approximately 750 feet to the northwest; the residences at Deer Crest Estates approximately 1,800 feet to the south; and the St. Regis hotel approximately 2,500 feet to the southwest. The Founders Place project site is located at the base of the adjacent hillsides at an elevation of 7,100 feet, approximately 300 feet below the elevation of the St. Regis hotel and closest residential areas.

2.3 VIEWSHED AND NIGHT SKY

Given the location of the Founders Place project site, at the base of the adjacent hillsides, the new development does not impede the views from any existing surrounding development, nor does the development approach any ridgeline. Clear views to the surrounding vistas, mountains, and Jordanelle Reservoir are maintained. The night sky resource will also be protected, maintaining existing residents views to the stars. Lighting for the new development will meet all Park City LMC outdoor lighting ordinances to protect the night sky, including fully shielded fixtures, 3,000 degree Kelvin light temperature, and maximum lumen per acre requirements; thus providing and protecting views to the night sky by the new development occupants.

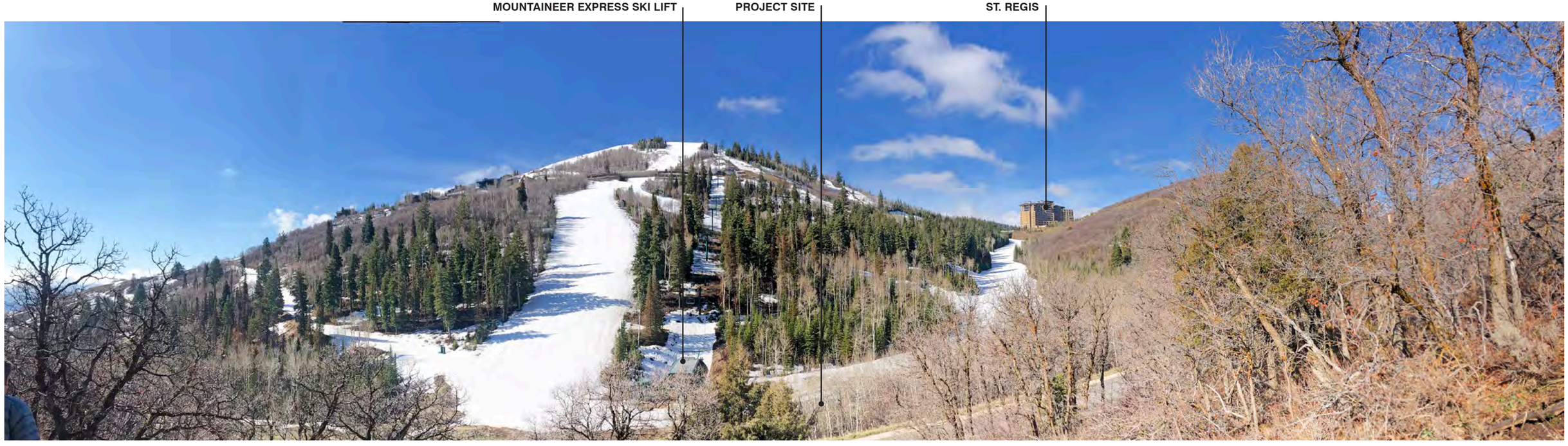
SITE VIEW LOOKING SOUTH TO MOUNTAINEER EXPRESS LIFT



SITE VIEW LOOKING WEST TO THE ST. REGIS

VIEW WEST UP DEER HOLLOW ROAD

PANORAMIC OVERVIEW FROM SNOWTOP COURT SUBDIVISION



PANORAMIC OVERVIEW

2.4 SURROUNDING USES AND FITTING-IN

The Deer Crest development is a gated community comprised of primarily resort-oriented residential development (Multi-Family and Single Family). Other uses in the Deer Crest and Deer Valley area include hotel and nightly rentals recreation commercial development, and open space. The proposed Founders Place project continues this residential development pattern, supporting recreational activity and the ski-in ski-out experience. In addition, the project proposes development of 17 of the 30 acre parcel, with dedication of 13 acres to open space.

The Deer Valley Resort and Deer Crest community include buildings constructed from the 1980's to the present, with various architectural styles ranging from a more traditional mountain aesthetic to heritage and mountain modern interpretations. Predominant materials used in the area include wood siding, natural stone, log, stucco and standing seam or similar metal panels. Other predominant material references found in the Park City Area include bevel, tongue and groove, and ship lap painted wood siding; board formed concrete; and large format corrugated metal panels. The proposed Founders Place Condominium project proposes a compatible material palette including the use of natural wood siding, board formed concrete, and standing seam metal panels. This palette is also consistent with the limit on the number of exterior materials as set forth in the LMC and Deer Crest Design Guidelines.

Scale and massing of buildings and homes in the Deer Valley Resort and Deer Crest community include multi-level single family homes, typically 2 to 3 stories and approximately 28 feet in height, and larger resort development including the St. Regis at 11 stories and approximately 150 feet in height. The Deer Hollow Condominium project height maximum based on the Settlement Agreement documents is 75 feet from finished grade. To limit the apparent height of the proposed buildings, the design includes parking at the 1st level, which is underground to the extent possible, and 4 levels of housing above, with the top story stepping back at all sides. Generally, this gives the appearance of a four story building, with average heights above the finished grade of 54 feet to 68 feet from wall base at finished grade to roof peak.

The development of a resort style condominium property was specifically contemplated for this site within the previously granted MPD. The proposed buildings fit the approved massing, scaling and square footage allowances per previous approvals. (Re. first amendment & density determination of the Deer Crest settlement agreement).

The project site is surrounded by open space with access to trails and adjacent to the Deer Hollow ski run at Deer Valley Resort for ski-in/ski-out access from the property. The target buyer for these homes are primarily second home owners seeking a ski vacation property.

2.5 SERVICE AND BENEFIT TO PARK CITY

The Founders Place property is part of the Deer Crest MPD, a resort residential community, and will mostly be occupied by non-primary residents. It is anticipated that these homes will be lightly occupied throughout the year and impose a minimal burden to Park City and Wasatch County while at the same time provide significant tax benefits as laid out in the approved and adopted 1998 Interlocal Agreement between Park City and Wasatch County (resort sales tax, transit tax, property tax, etc.).

2.6 CONSISTENCY WITH THE ZONING DISTRICT AND GENERAL PLAN

The proposed Founders Place project is consistent with the Deer Crest Master Plan Development and Settlement Agreement . In addition, the proposed Founders Place project is consistent with the purposes and goals of both the Recreational Commercial (RC-MPD) District zoning and the Park City General Plan as the project:

1. Clusters the development to minimize the building footprint and maximize open space.
2. Places the new development at the base of the hillside to minimize visibility and impact to view.
3. Provides variation in architectural design and housing type.
4. Promotes pedestrian, bike, and ski-in/ski-out connections to the outdoors and adjacent areas.
5. Minimizes architectural impact of the automobile by limiting parking to 1.5 stalls per unit, concealing parking within enclosed parking garages, and utilizing a transportation network.
6. Conserves a healthy network of open space for continued access to and respect for the natural setting.
7. Promotes sustainable design strategies including limiting the foot print, protection of open space, optimal solar orientation, and LEED™ Residential BD+C Multifamily certification criteria.
8. Increases the number of workforce housing units.
9. Supports the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience.

2.7 DENSITY

Density for the development parcel is defined by the Settlement Agreement, and no changes are proposed to the approved densities outlined in the Settlement Agreement, as amended. The Founders Place site (formerly Slalom Village) is one of the remaining undeveloped areas of the original MPD. Per the Settlement Agreement the density "shall not exceed 83 multifamily units (maximum 2,400 square feet per unit) with support commercial space up to 5% of the gross square footage and appropriate amenities and five (5) single-family lots (per 1st Amendment)". The maximum square footage allowed for the housing units is 199,200 SF (83 x 2,400 SF).

Per the Settlement Agreement, where the "average square footage of one or more of the units exceeds the average footage given in the Land Use table, the maximum number of Units and maximum total square footage shall control, and adjustments must be made in number of units or size of other so as not to exceed either". The Founders Place project will consist of 78 housing units and the maximum total square footage will be maintained at 199,200 SF.

2.8 BUILDING DESIGN AND MATERIALITY

The form of the Founders Place project references the western vernacular building forms found throughout the American West, those typologies found within Deer Crest and Park City, and with an emphasis on simplicity and functionality. The buildings integrate thoughtfully into the site topography, minimizing site disturbance, with a narrow footprint oriented with the site contours. The southern orientation of the buildings allows for maximizing daylight and passive solar design. Fenestration of the buildings provides focused views and an interface to the active ski slopes to the south, the distant view of Jordanelle to the east, and close proximity mountain views to the north and west.

The building design includes a board form concrete base that surrounds the parking garage, a three story volume of wood siding for the primary housing units that include equally spaced projected board form concrete cores, and a recessed top story penthouse that is a mixture of standing seam metal panels and wood siding. This material palette is consistent with the mountain character of the site and surrounding development, as well as the Park City and the greater Western region.

2.9 PARKING AND TRANSPORTATION

Parking for the Founders Place project will consist of enclosed parking garages at the base of each building, as well as two small surface lots for general service and passenger loading. Proposed parking for the project is based on 1.5 stalls per unit for a total of 117 parking stalls associated with the condominium housing (78 units x 1.5), 4 stalls associated with the workforce housing units, and 7 service/loading stalls, for a parking total of 128 stalls. All off-street parking will abide by Park City Municipal Code, including dimensioning, grading and drainage, surfacing, lighting, landscaping, and snow storage standards.

The developer intends to implement an on demand ride-share program for the benefit of all residents within the proposed development of Founders Place, similar to the "dial-a-ride" program at Empire Pass. The spirit of the service is to substantially reduce traffic between the Founders Place neighborhood and various destinations within the greater Park City limits. Furthermore, it is the intent of the developer to work with the Deer Crest Master Association to expand the program and make these services available for the entire Deer Crest Community.

2.10 SITE AND LANDSCAPE DESIGN

The site and landscape design meets the requirements of the Park City LMC. Key topics not covered under other sections of the narrative include the following:

Emergency Vehicle Access
The proposed site plan accounts for fire and emergency vehicle access. For Phase I and Phase II buildings, emergency vehicle turnarounds are proposed at the western terminus of the proposed driveway and within the proposed central drop-off area, on the north side of Phase I. Emergency access for Phase III is to be from existing Deer Hollow Road. The drop offs abide to the required wing and radius dimensions.

Internal Vehicular and Pedestrian Circulation System

Vehicles will arrive and drop-off at the central drop-off area for all phases of the proposed development. Vehicles will park within each building's indoor parking facilities. Outdoor pedestrian circulation is proposed as an interconnected network of sidewalks and pathways that facilitate movement between buildings and from buildings to the adjacent Deer Hollow Resort ski run. Pathway surfacing and grading will maximize accessibility and minimize disturbance of surrounding landscape.

Fencing, Screening, and Landscaping to Separate the Use from Adjoining Uses
The proposed site plan separates the development from adjoining Recreation Commercial Zone uses at the Deer Valley Resort primarily through siting of buildings and clear designation of outdoor pathways. Site walls and special plantings will provide visually unobtrusive screening where deemed necessary and appropriate, including to screen exterior mechanical equipment. Proposed trees, shrub and meadow species will be consistent with those found within the area and will allow for ecological integration of the development and surrounding natural habitats. In disturbed areas, the height of retaining walls will be minimized to accommodate necessary grading. Existing forest to the southwest will be preserved along the property boundary.

Building mass, bulk, and orientation, and the location of Buildings on the Site
Buildings, outdoor amenities, and accompanying grading are placed strategically to limit disturbance of surrounding landscape, including proposed cut and fill. Buildings and amenities have also been placed to facilitate access to the Deer Valley Ski Resort, whereby some units will have ski-in/ski-out access and others will have access via shared indoor and outdoor circulation corridors.

Orientation to Buildings on Adjoining Lots
Proposed buildings and amenities are located to facilitate views toward the Deer Valley Resort's mountainous landscape and the outlying Jordanelle Reservoir and not the existing St Regis Hotel. This is to provide a visual barrier between both properties. Furthermore, buildings are sited, scaled, and oriented to integrate with the landscape as viewed from Deer Hollow Road and adjoining lots, and to minimize blocking of views from these locations.

Usable Open Space
Open space requirements per the Settlement Agreement have been satisfied for the Deer Crest MPD and granted to DCMA via a special warranty deed (411704) on 12/29/2014, Additional open space in Deer Hollow Village will be provided. The proposed development is consistent with Open Space requirements for Recreation Commercial District Zone and requirements for steep slopes within Sensitive Land Overlay Zone, such that greater than 60% of the Lot is devoted to Open Space uses and less than 25% of the Steep Slope Area is developed.

Control of Delivery/Service Vehicles, Loading and Unloading Zones, and Screening of Trash/Recycling
Delivery and service vehicles will access the site at the small surface lots provided or within parking garages as necessary. All structures for storing refuse will be within the enclosed parking garages. Loading and unloading of goods will take place entirely on site, and loading and unloading zones will be screened from general public view.

Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structures to the Existing Topography
Buildings and amenities are located to comply with regulations regarding steep slopes and general requirements for developments in Sensitive Land Overlay Zone areas. The proposed grading is designed to limit cut/fill and to preserve ecological function. The owner commissioned a Phase I ESA in 2018, and Wasatch Environmental conducted surficial soil sampling at 22 locations (see Attachment 2). The development furthermore aims to minimize disturbance of wildlife and habitats, and to maximize tree preservation. Exposed slopes will be revegetated with native species using high quality fill soil that will support plant growth.

2.11 SUSTAINABILITY

As noted previously, integrating the building into the site topography, minimizing the building footprint, maximizing open space, and maximizing passive solar orientation are the major sustainable site related strategies of the project. In addition to these strategies, LEED™ Residential BD+C Multifamily certification criteria will be pursued. LEED™ related sustainable aspects of the Deer Hollow project include:

a. **Heat Island Reduction**: Strategies will include reduction in hardscape, maximizing landscape and open space, and inclusion of green and ballasted roofs.
b. **Light Pollution Reduction:** In addition to the requirements of the LMC, vertical illuminance calculations will be completed at the lighting boundary to minimize light pollution and protect the night sky resource.
c. **Water Use Reduction:** Strategies include the use of low-flow plumbing fixtures in public areas, and minimizing irrigation demand through the use of native and drought tolerant plantings.
d. **Minimum Energy Performance:** Strategies include energy efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed perscriptive U values.
e. **Indoor Air Quality:** Strategies include whole house (unit) ventilation systems, access to fresh air through operable window/door systems, air filtering, and low emittance product specifications for interior materials.

2.12 HOURS OF OPERATION, EMPLOYMENT, AND WORKFORCE HOUSING

As a residential property, Founders Place is expected to be occupied 24 hours a day. The developer is proposing to have Deer Valley Lodging operate the HOA and thus will employ at least one FTE employee as a lodge keeper, plus other support employees from existing staff of DV Lodging. Per the Settlement Agreement, workforce housing is the total 4% of the total number of condominium units, which equals four workforce housing units. Founders Place will provide 10% workforce housing with six (6) on-site housing units.

2.13 SPECIAL ISSUES AND MITIGATION

The proposed use is similar in design and function to other second-home condominium buildings around the Deer Valley Ski area. No Historic sites and structures exist within the development parcel. The developer will coordinate access requirements to the ski run and lift terminal with Deer Valley Resort. There are no extraordinary uses or mechanical systems that one would expect to produce any emissions (noise, glare, dust, pollutants, odor) dissimilar to the other existing properties.

2.14 PHASING

The project will be constructed in 3 phases with a timeline based on the economic conditions of the time. A summary of the scope and general timeline of each phase is defined below:

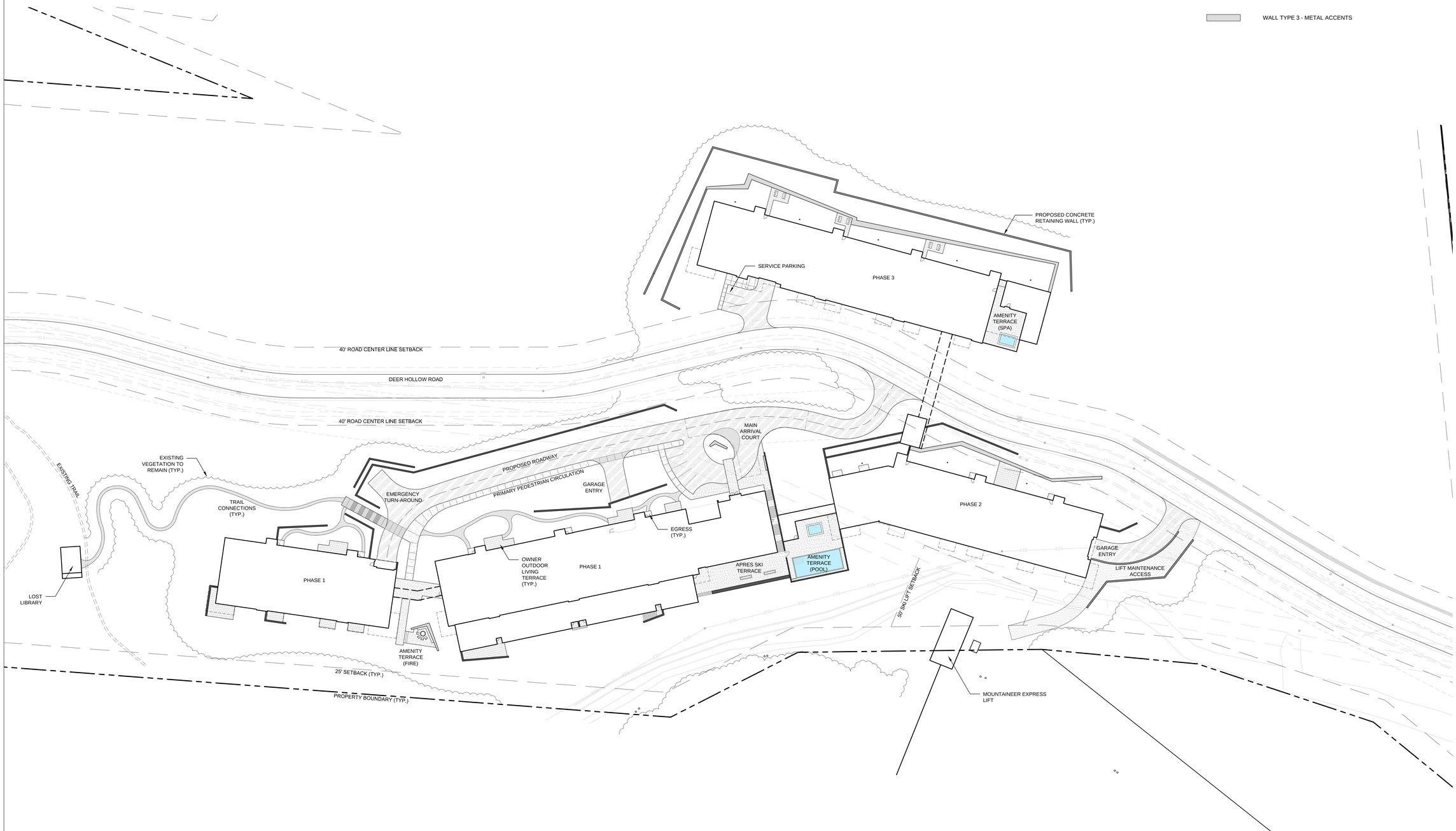
- Phase I: Includes Buildings 1 and 2, Amenity Space, and the Pool/Ski Deck.
Housing Unit Count this Phase: 32
Total GSF this Phase: 158,813 GSF
Construction Start Date: Spring 2022

- Phase II: Includes Building 3
Housing Unit Count this Phase: 19
Total GSF this Phase: 89,422 GSF
Construction Start Date: Spring 2023

- Phase III: Includes Building 4 and Associated Pedestrian Bridge
Housing Unit Count this Phase: 27
Total GSF this Phase: 114,222 GSF
Construction Start Date: Spring 2024

MATERIALS LEGEND

- VEHICULAR PAVING - TYPE 1, CONCRETE
- VEHICULAR PAVING - TYPE 2 (PEDESTRIAN CROSSING)
- PEDESTRIAN - PRIMARY, BROOM FINISHED CONCRETE
- COMMON AMENITY AREAS - ENHANCED CONCRETE
- PEDESTRIAN - SECONDARY, CRUSHER FINES
- OWNER TERRACES - CONCRETE PAVERS
- WALL TYPE 1 - BOARD FORM CONCRETE
- WALL TYPE 2 - CONCRETE
- WALL TYPE 3 - METAL ACCENTS



SITE PLAN

DRAWING NO. EX - 1

DATE: 11/16/21

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KEY PLAN

REVISION SCHEDULE

NO	DATE	DESCRIPTION

SITE PLAN

SCALE	1" = 40'-0"
JOB NO.	21-08
ISSUE	SCHEMATIC DESIGN
DATE	OCTOBER 20, 2021

SHEET NO. L1

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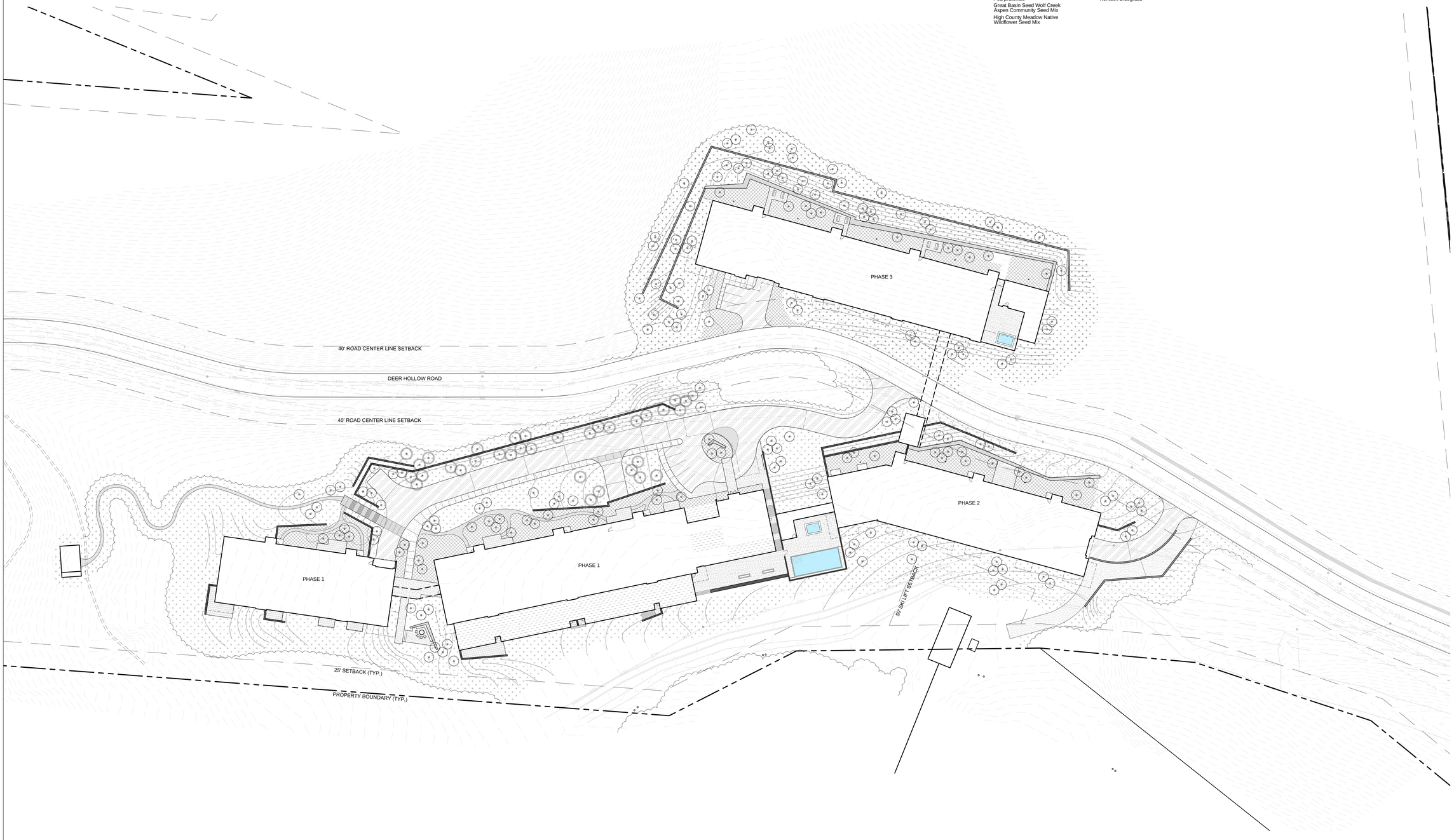
PLANT LIST

BOTANICAL NAME	COMMON NAME
DECIDUOUS TREES	
Acer glabrum	Rocky Mountain Maple
Acer grandidentatum	Bigtooth Maple
Acer negundo	Boxelder
Amelanchier canadensis	Shadlow Serviceberry
Celtis oceidentalis	Common Hackberry
Populus tremuloides	Quaking Aspen
Quercus gambelii	Gambel Oak
CONIFEROUS TREES	
Abies concolor	White Fir
Juniperus scopulorum	Rocky Mountain Juniper
Picea engelmanii	Engelmann Spruce
Picea pungens	Colorado Spruce
Pseudotsuga menziesii	Douglas Fir
DECIDUOUS & EVERGREEN SHRUBS	
Artemisia tridentata	Big Sagebrush
Holodiscus dumosus	Rock Spirea
Juniperus communis	Common Juniper
Rosa woodsii	Wood's Rose
Rhus glabra	Smooth Sumac
Sambucus cerulea	Blue Elderberry
Symphoricarpos oreophilus	Mountain Snowberry
GROUNDCOVERS / ORNAMENTAL GRASSES	
Arctostaphylos uva-ursi	Kinnikinnick
Bromus marginatus	Mountain Brome
Elymus trachycaulus	Slender Wheatgrass
Pseudoroegneria spicata	Bluebunch Wheatgrass
Paxistima canbyi	Canby's Mountain Lover
Schizachyrium scoparium	Little Bluestem
TURF/ NATIVE GRASSES/ WILDFLOWERS/ EDGING	
Poa pratensis	Kentuck Bluegrass
Great Basin Seed Wolf Creek Aspen Community Seed Mix	
High County Meadow Native Wildflower Seed Mix	

PLANTING LEGEND

- PROPOSED EVERGREEN TREE
- PROPOSED DECIDUOUS TREE
- SHRUB, PERENNIALS + GROUNDCOVER AREAS
- NATIVE REVEGETATION AREAS
- GREEN ROOF



NORTH

0 20 40 80

ORIGINAL SCALE: 1"=40'-0"

PLANTING PLAN

DRAWING NO. EX - 2

DATE: 11/16/21

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REVISION SCHEDULE

NO	DATE	DESCRIPTION

PLANTING PLAN

SCALE	1" = 40'-0"
JOB NO.	21-08
ISSUE	SCHEMATIC DESIGN
DATE	OCTOBER 20, 2021

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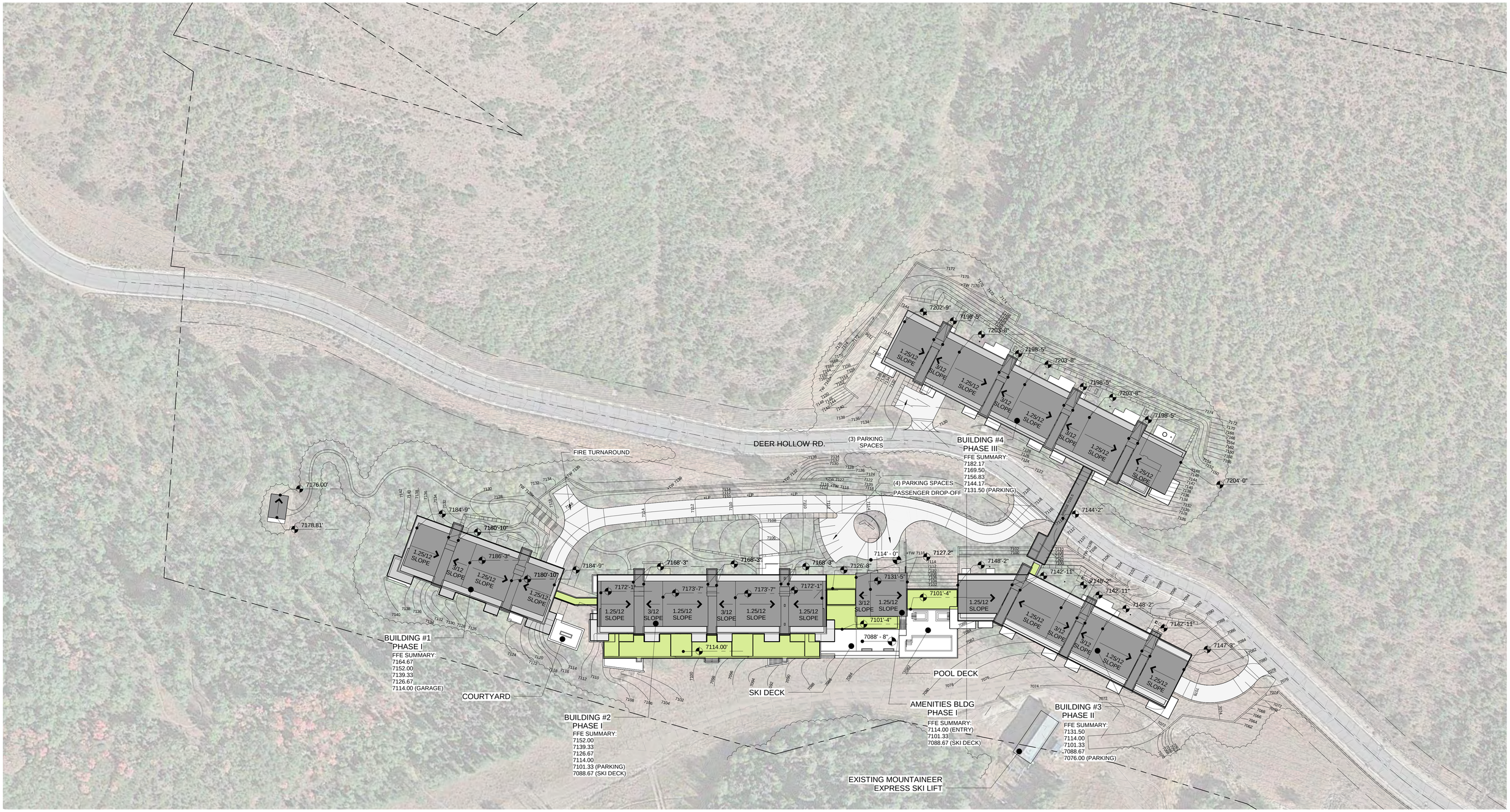

1 SITE PLAN
1" = 50'-0"

N

FOUNDERS PLACE

ARCHITECTURAL SITE PLAN

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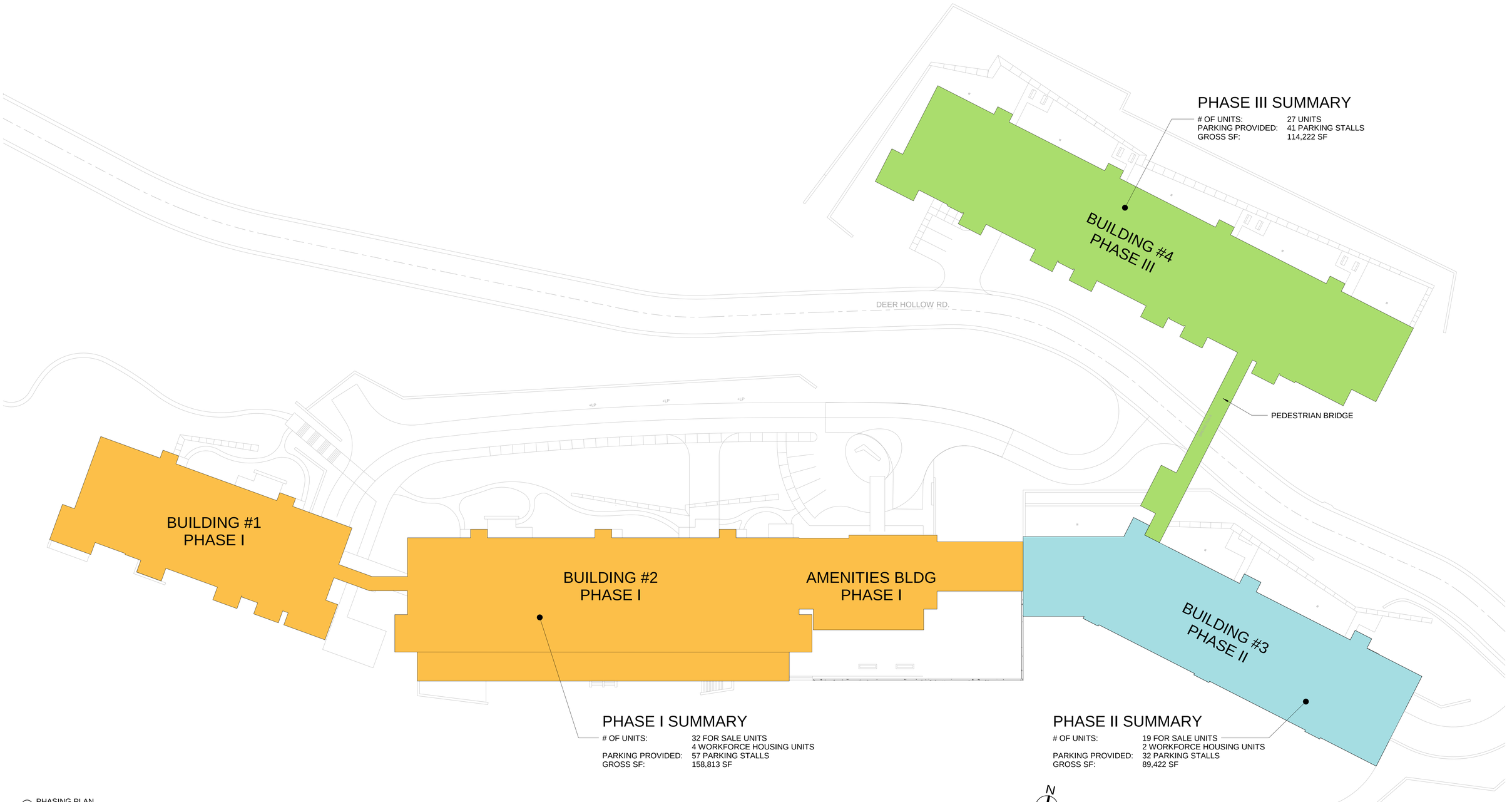

1 PHASING PLAN
1" = 30'-0"

FOUNDERS PLACE

PHASING PLAN

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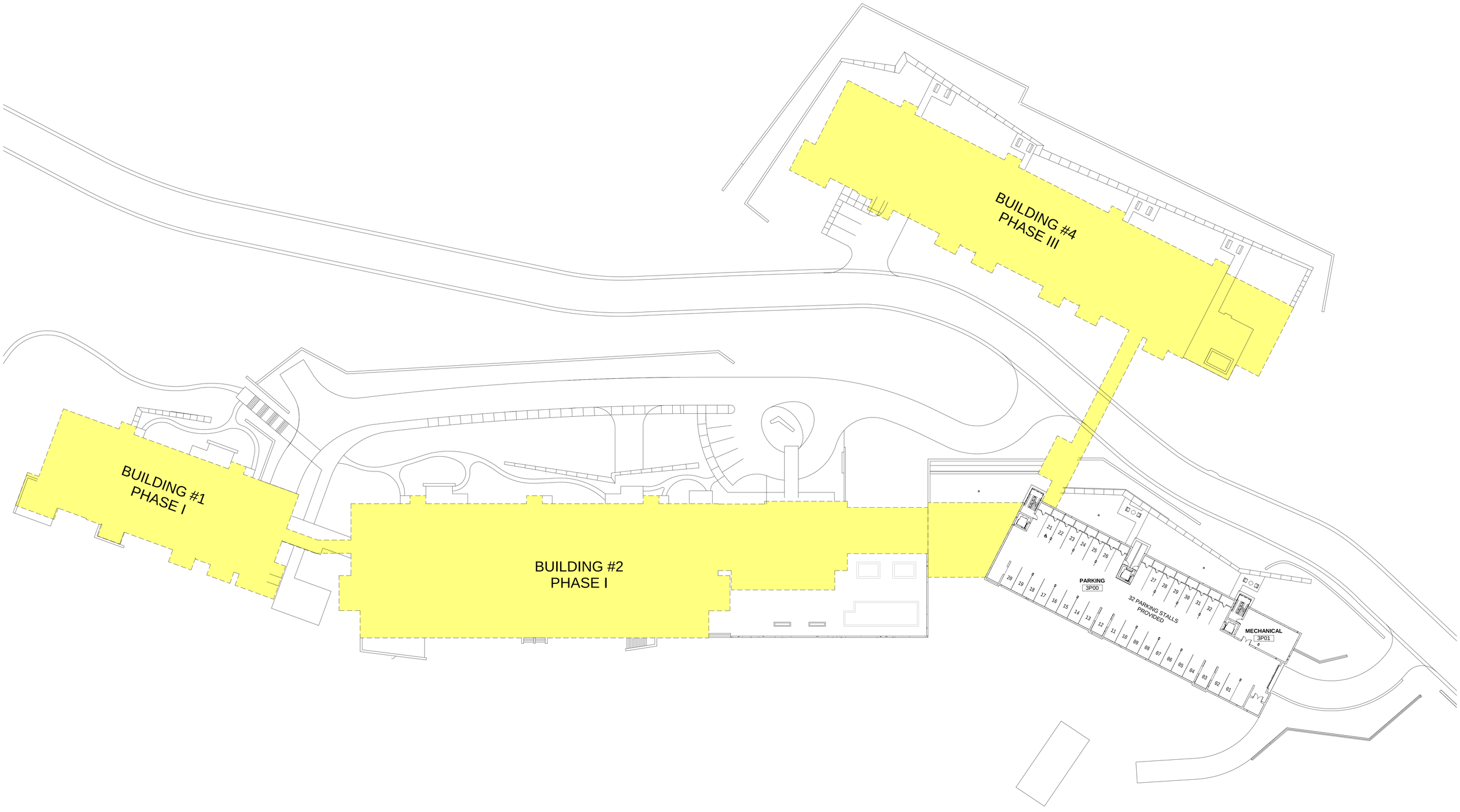

1 FLOOR PLAN - ELEV. 7076.00'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7076.00'

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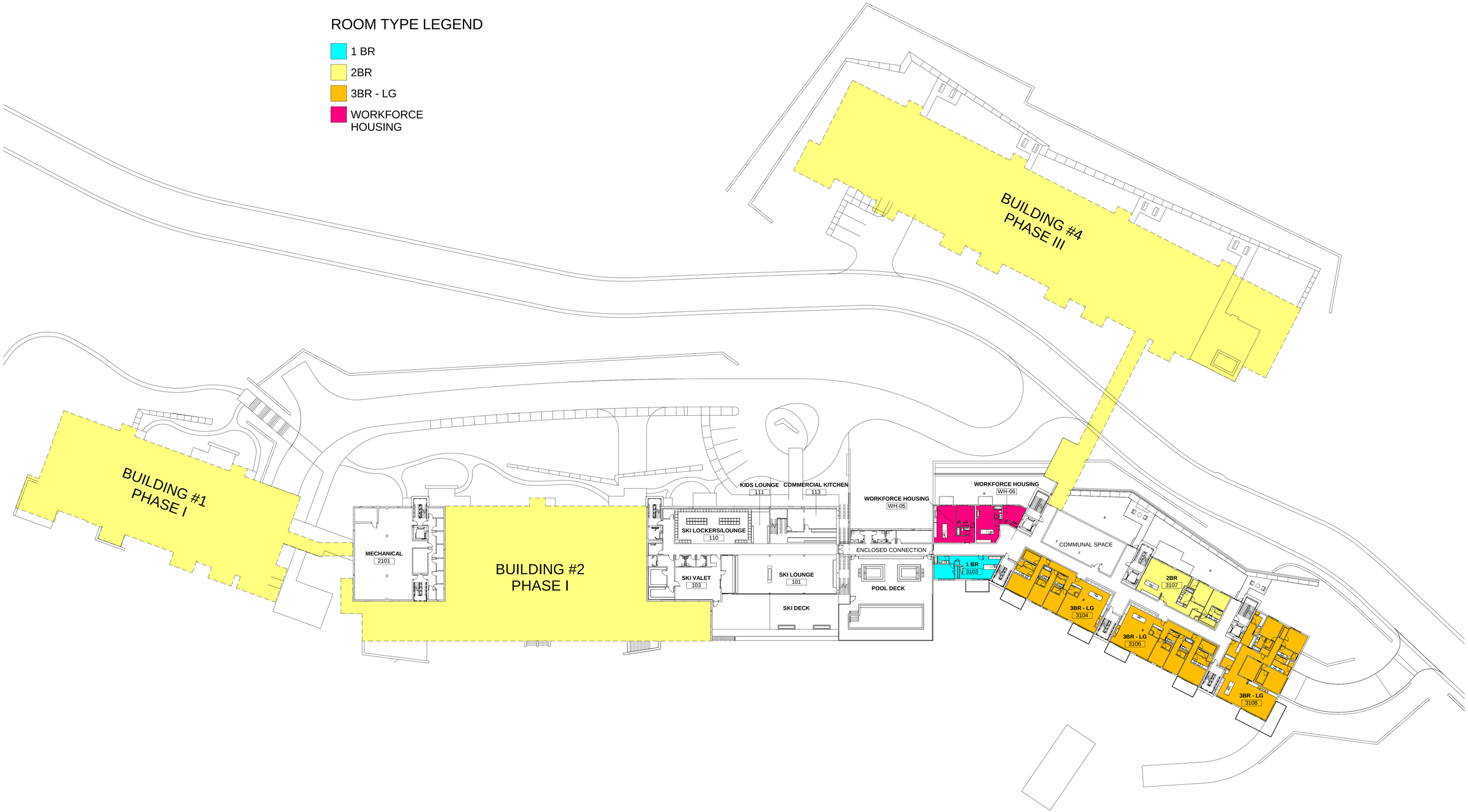
ROOM TYPE LEGEND

- 1 BR
- 2BR
- 3BR - LG
- WORKFORCE HOUSING



1 FLOOR PLAN - ELEV. 7088.67'
1" = 30'-0"

N

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7088.67'

DRAWING NO. EX - 6
DATE: 11/16/21
JOB NO. 21-08

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ROOM TYPE LEGEND

- 3BR - LG
- 4BR

BUILDING #4
PHASE III

BUILDING #1
PHASE I

BUILDING 2 PARKING
2P00

34 PARKING STALLS PROVIDED

22 23 24 25 26 27 28 29 30 31 32 33 34

21 20 19 18 17 16 15 14 13 12 11 10 09 08 07 06 05 04 03 02 01

FITNESS RM
209

TEEN LOUNGE
202

YOGA/MULTI PURPOSE
203

FITNESS DECK

OPEN TO BELOW

4BR
2301

4BR
2303

4BR
2305

4BR
2306

3BR - LG
3201

3BR - LG
3202

3BR - LG
3203

3BR - LG
3204

3BR - LG
3205

3BR - LG
3206

N

1 FLOOR PLAN - ELEV. 7101.33'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7101.33'

DRAWING NO. EX - 7

DATE: 11/16/21

JOB NO. 21-08

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ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 4BR
- WORKFORCE HOUSING

BUILDING #4
PHASE III

BUILDING 1 PARKING
1P00

19 PARKING STALLS PROVIDED

WORKFORCE HOUSING
WH-02

WORKFORCE HOUSING
WH-01

ENTRY LOUNGE
302

2BR
2302

2BR
2304

4BR
2301

4BR
2303

4BR
2305

4BR
2306

3BR - LG
3301

3BR - LG
3302

3BR - LG
3303

3BR - LG
3304

3BR - LG
3305

3BR - LG
3306

N

1 FLOOR PLAN - ELEV. 7114.00'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7114.00'

DRAWING NO. EX - 8
DATE: 11/16/21
JOB NO. 21-08

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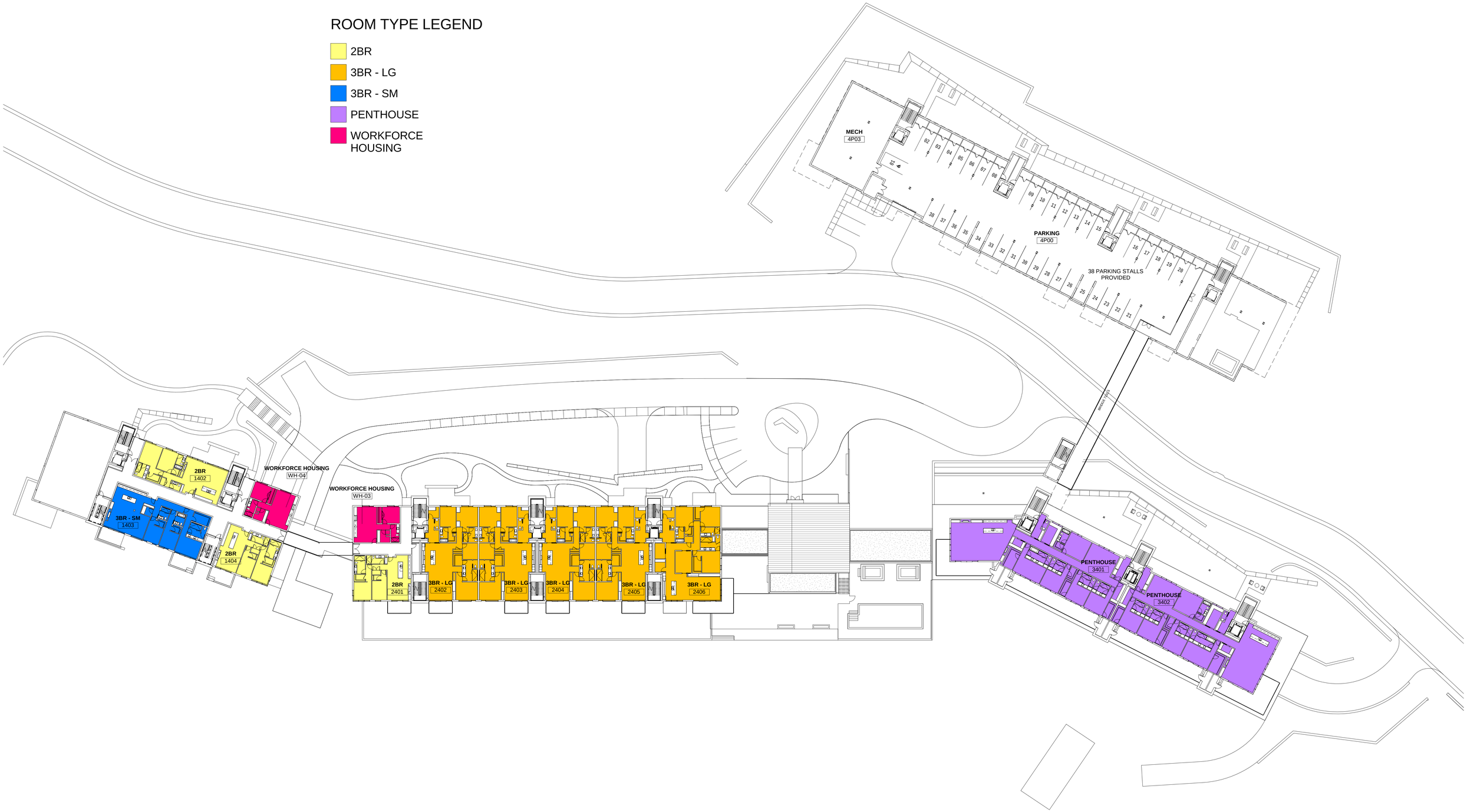
ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 3BR - SM
- PENTHOUSE
- WORKFORCE HOUSING



1 FLOOR PLAN - ELEV. 7126.67'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7126.67'

DRAWING NO. EX - 9
DATE: 11/16/21
JOB NO. 21-08

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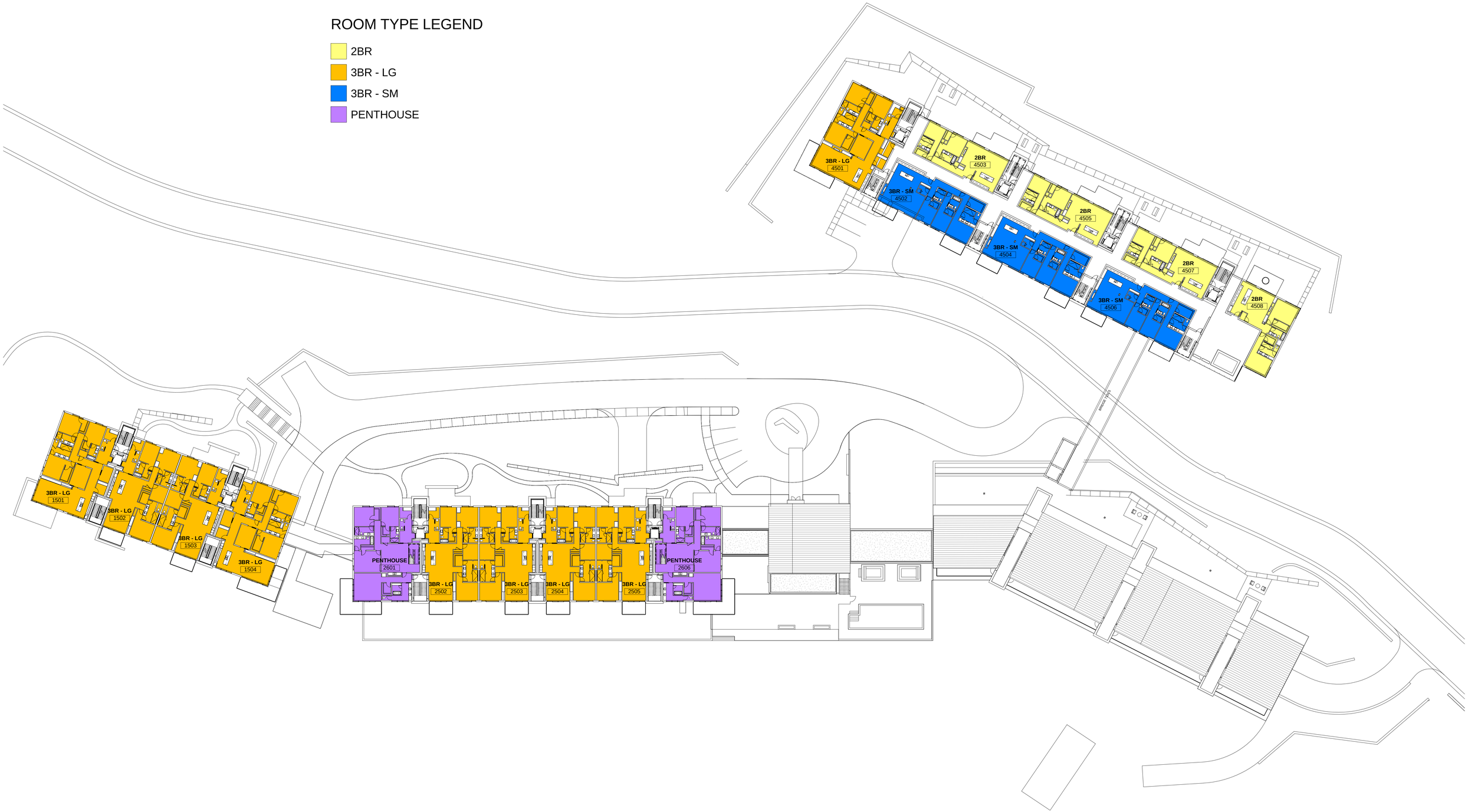
ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 3BR - SM
- PENTHOUSE



1 FLOOR PLAN - ELEV. 7139.33'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7139.33'

DRAWING NO. EX - 10
DATE: 11/16/21
JOB NO. 21-08

456

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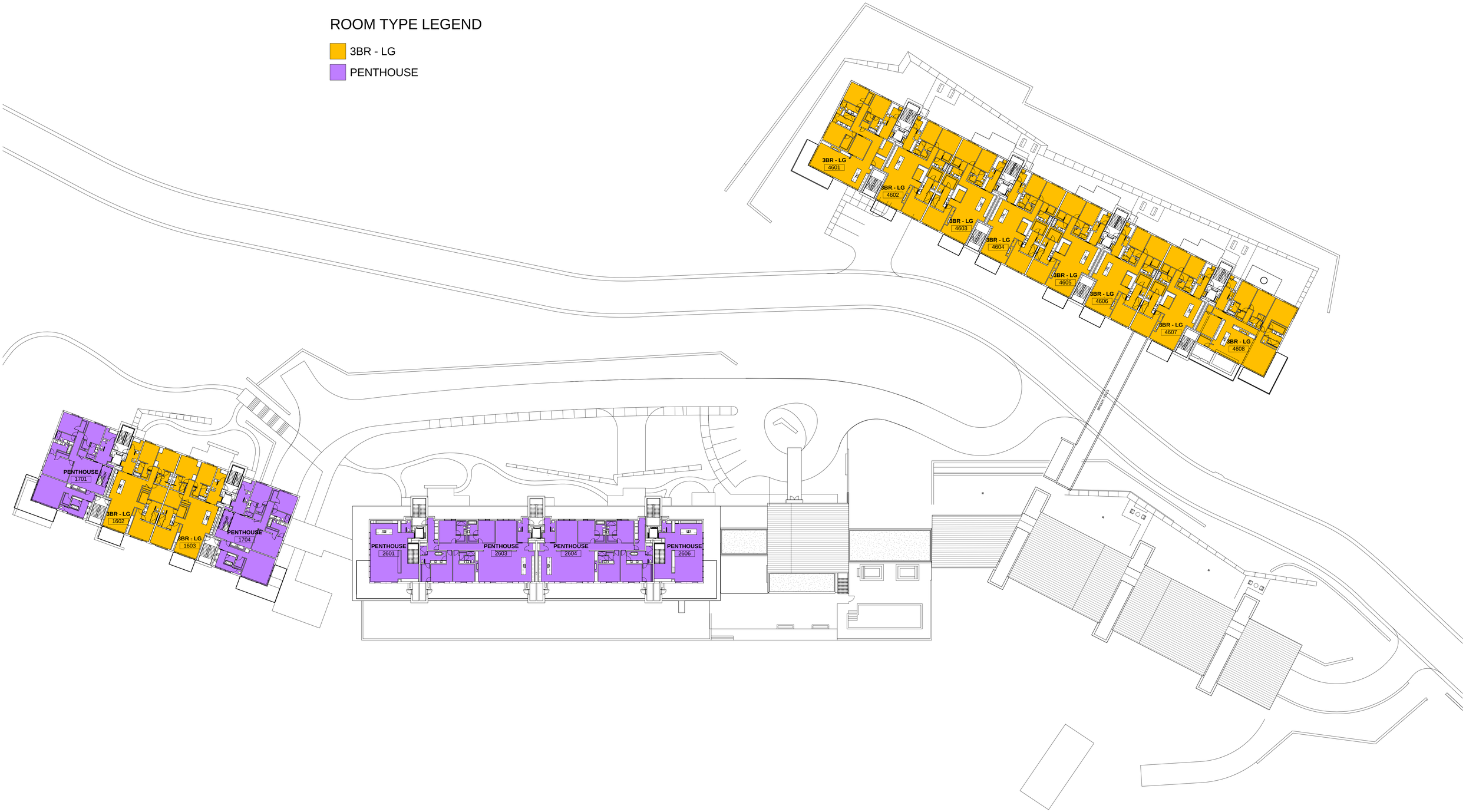
ROOM TYPE LEGEND

- 3BR - LG
- PENTHOUSE



1 FLOOR PLAN - ELEV. 7152.00'
1" = 30'-0"

N

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7152.00'

DRAWING NO. EX - 11

DATE: 11/16/21

JOB NO. 21-08

457

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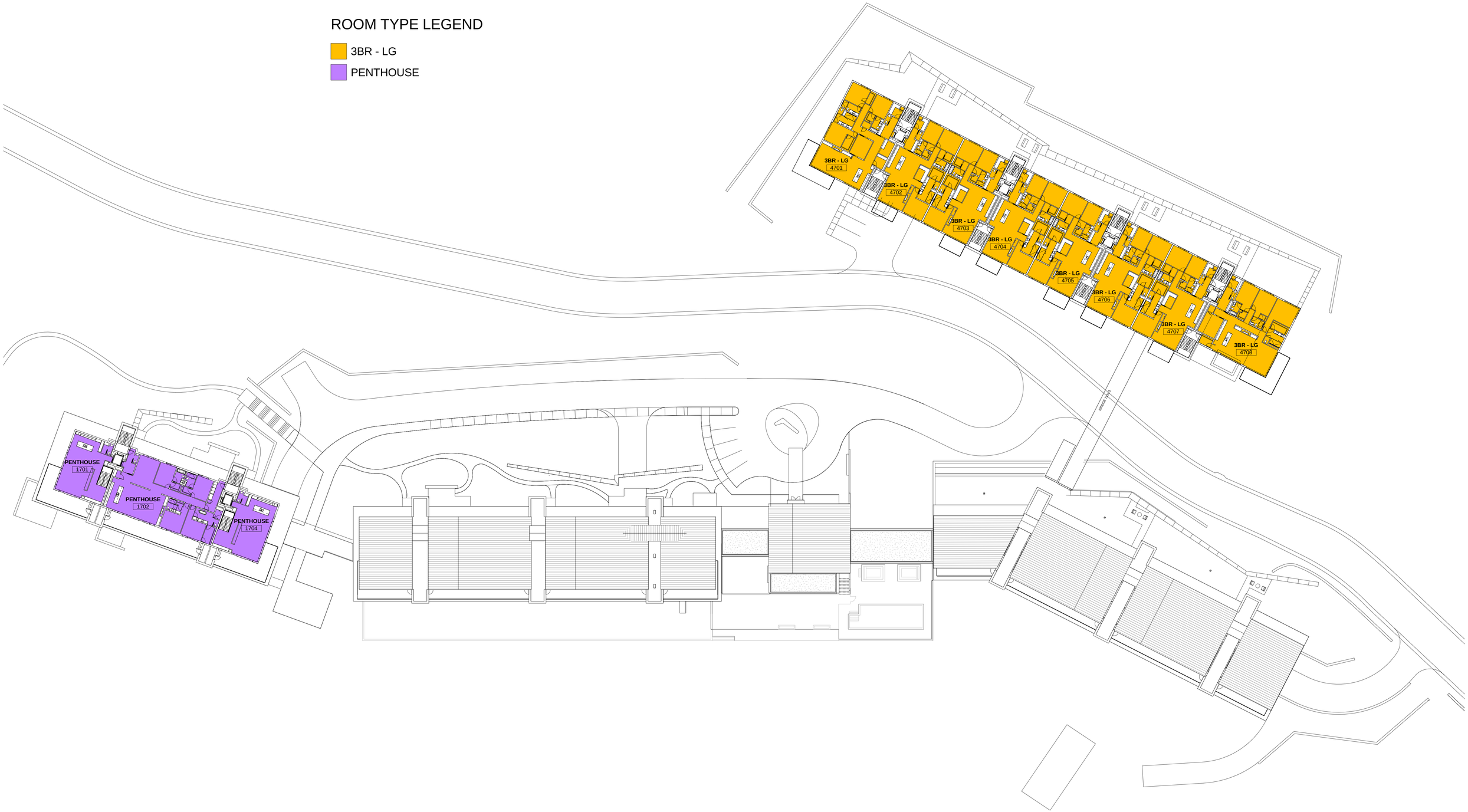
ROOM TYPE LEGEND

- 3BR - LG
- PENTHOUSE



1 FLOOR PLAN - ELEV. 7164.67'
1" = 30'-0"

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7164.67'

DRAWING NO. EX - 12
DATE: 11/16/21
JOB NO. 21-08

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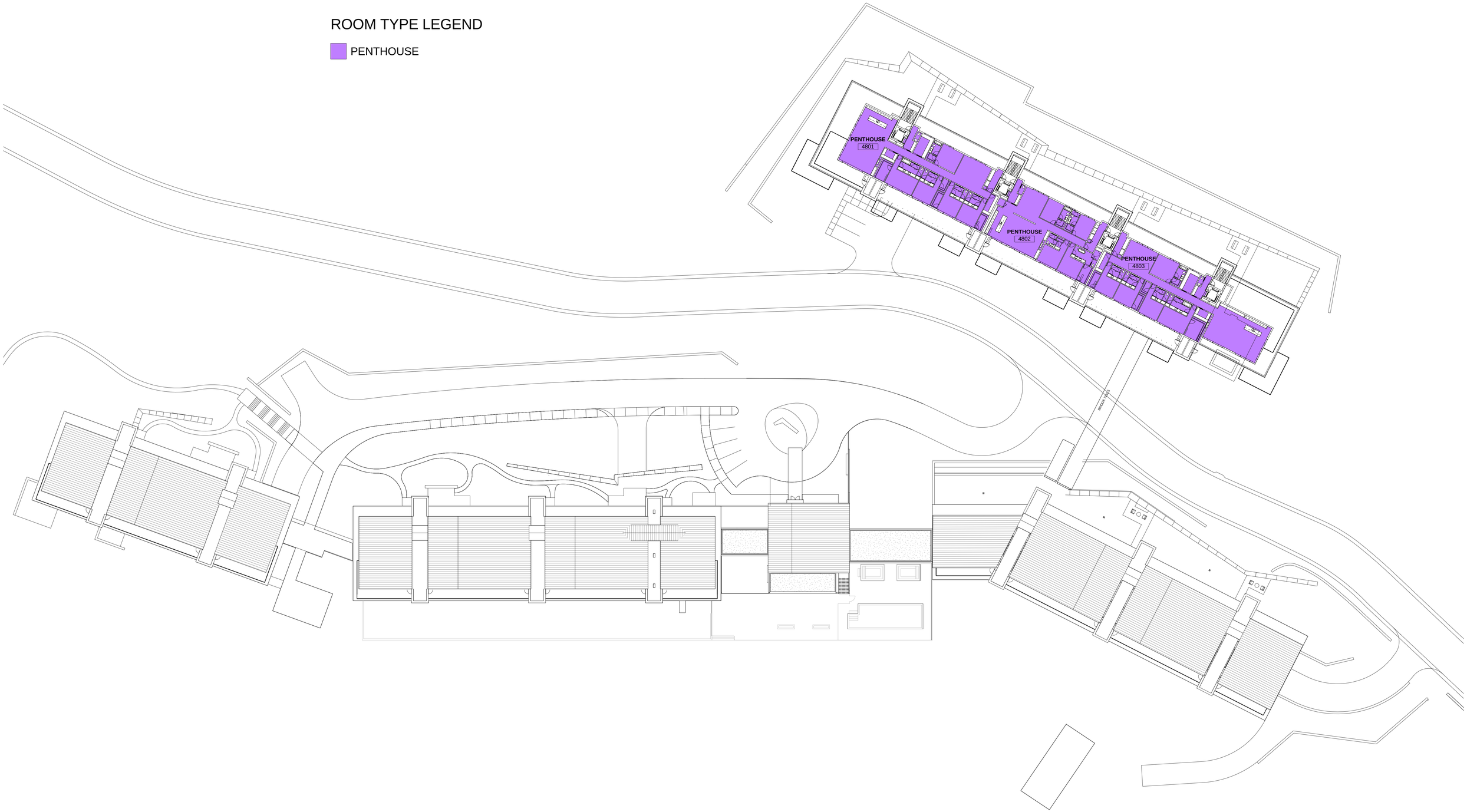
ROOM TYPE LEGEND

PENTHOUSE



1 FLOOR PLAN - ELEV. 7177.33'
1" = 30'-0"

N

FOUNDERS PLACE

FLOOR PLAN - ELEV. 7177.33'

DRAWING NO. EX - 13
DATE: 11/16/21
JOB NO. 21-08

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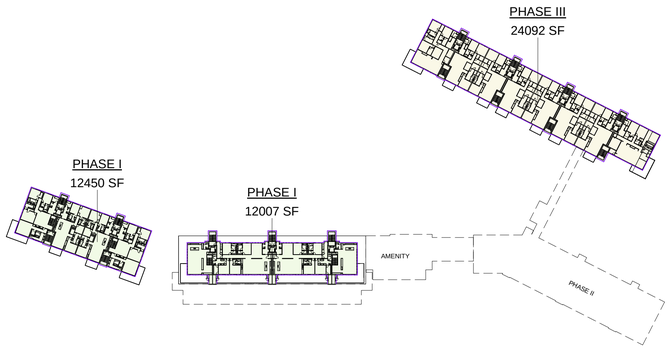
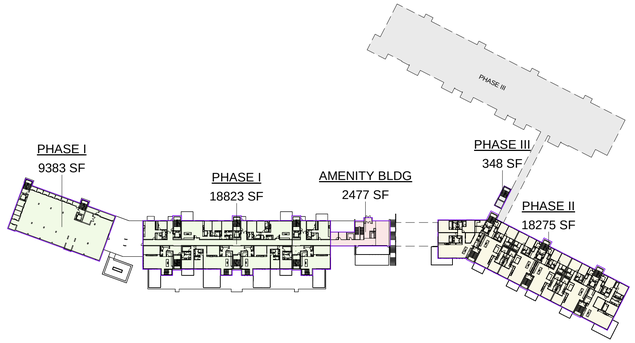
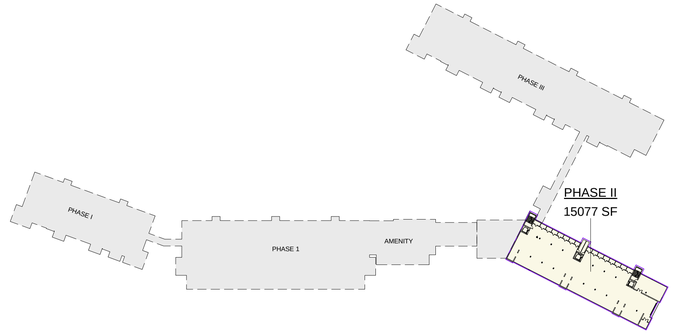
GROSS BUILDING AREA SCHEDULE - ALL PHASES		
PHASE	LEVEL	AREA
AMENITY BLDG	LEVEL 1	10210 SF
AMENITY BLDG	LEVEL 2	7992 SF
AMENITY BLDG	LEVEL 3	2477 SF
AMENITY BLDG: 3		20679 SF
PHASE I	LEVEL 1	4901 SF
PHASE I	LEVEL 2	21246 SF
PHASE I	LEVEL 3	18823 SF
PHASE I	LEVEL 3	9383 SF
PHASE I	LEVEL 4	28262 SF
PHASE I	LEVEL 5	18239 SF
PHASE I	LEVEL 5	12450 SF
PHASE I	LEVEL 6	12007 SF
PHASE I	LEVEL 6	12450 SF
PHASE I	LEVEL 7	375 SF
PHASE I: 10		138134 SF
PHASE II	LEVEL P1	15077 SF
PHASE II	LEVEL 1	18221 SF
PHASE II	LEVEL 2	18275 SF
PHASE II	LEVEL 3	18275 SF
PHASE II	LEVEL 4	11749 SF
PHASE II	LEVEL 7	7825 SF
PHASE II: 6		89422 SF
PHASE III	LEVEL 1	651 SF
PHASE III	LEVEL 2	348 SF
PHASE III	LEVEL 3	348 SF
PHASE III	LEVEL 4	25911 SF
PHASE III	LEVEL 5	21088 SF
PHASE III	LEVEL 5	1782 SF
PHASE III	LEVEL 6	24092 SF
PHASE III	LEVEL 7	24092 SF
PHASE III	LEVEL 8	15911 SF
PHASE III: 9		114222 SF
Grand total: 28		362458 SF



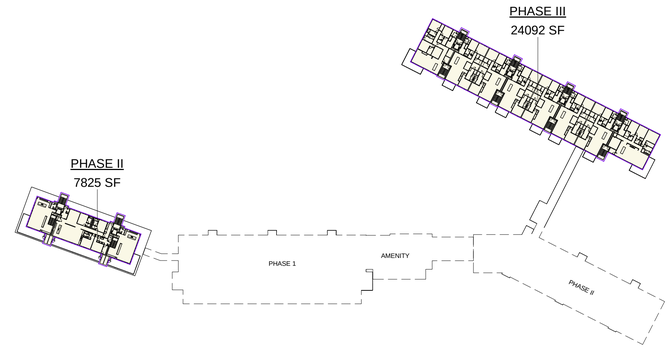
8 LEVEL 6
1" = 100'-0"



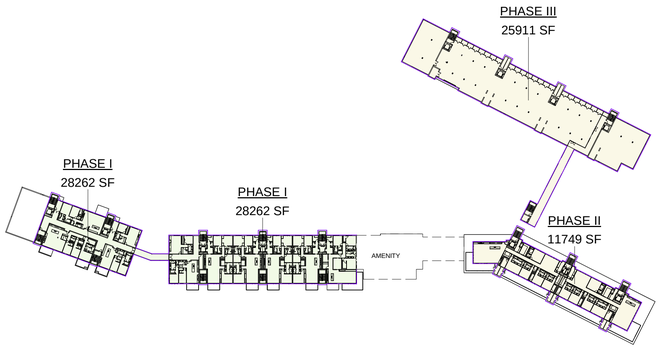
5 LEVEL 3
1" = 100'-0"



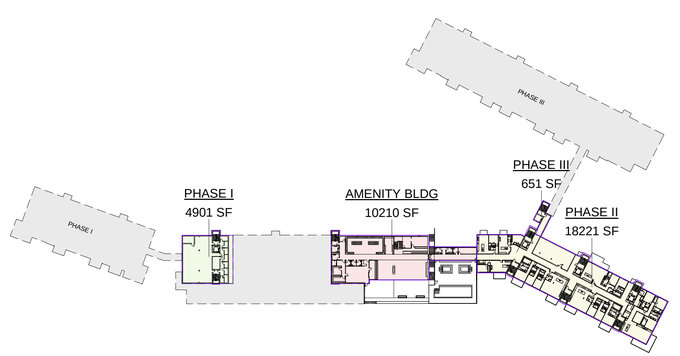
3 LEVEL P1
1" = 100'-0"



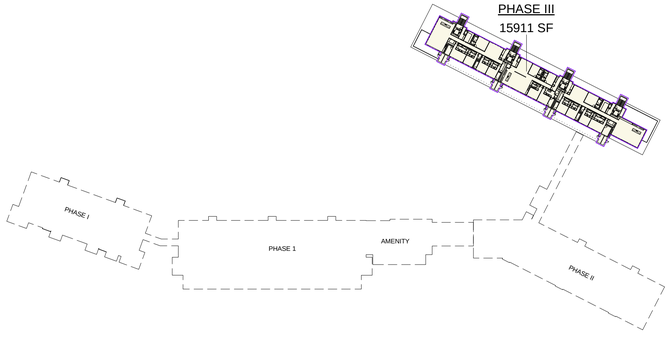
9 LEVEL 7
1" = 100'-0"



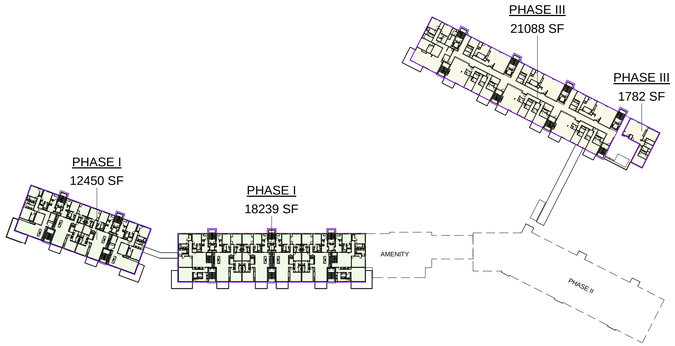
6 LEVEL 4
1" = 100'-0"



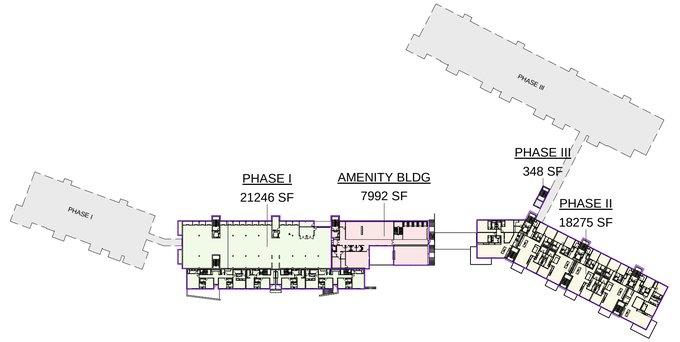
2 LEVEL 1
1" = 100'-0"



10 LEVEL 8
1" = 100'-0"



7 LEVEL 5
1" = 100'-0"



4 LEVEL 2
1" = 100'-0"

LEGEND

- AMENITY BLDG
- PHASE I
- PHASE II
- PHASE III

FOUNDERS PLACE

GROSS BUILDING AREA CALCULATIONS

DRAWING NO. EX - 14 | DATE: 11/16/21 | JOB NO. 21-08

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UNIT NET SQUARE FOOTAGE - ALL PHASES

TYPE	ROOM NUMBER	LEVEL	AREA	PHASE
PHASE I				
2BR	1402	LEVEL 4	1475 SF	PHASE I
2BR	1404	LEVEL 4	1163 SF	PHASE I
2BR	2302	LEVEL 3	1678 SF	PHASE I
2BR	2304	LEVEL 3	1480 SF	PHASE I
2BR	2401	LEVEL 4	1163 SF	PHASE I
3BR - LG	1501	LEVEL 5	2740 SF	PHASE I
3BR - LG	1502	LEVEL 5	2326 SF	PHASE I
3BR - LG	1503	LEVEL 5	2326 SF	PHASE I
3BR - LG	1504	LEVEL 5	2740 SF	PHASE I
3BR - LG	1602	LEVEL 6	2326 SF	PHASE I
3BR - LG	1603	LEVEL 6	2326 SF	PHASE I
3BR - LG	2402	LEVEL 4	2326 SF	PHASE I
3BR - LG	2403	LEVEL 4	2326 SF	PHASE I
3BR - LG	2404	LEVEL 4	2326 SF	PHASE I
3BR - LG	2405	LEVEL 4	2325 SF	PHASE I
3BR - LG	2406	LEVEL 4	2740 SF	PHASE I
3BR - LG	2502	LEVEL 5	2326 SF	PHASE I
3BR - LG	2503	LEVEL 5	2326 SF	PHASE I
3BR - LG	2504	LEVEL 5	2326 SF	PHASE I
3BR - LG	2505	LEVEL 5	2326 SF	PHASE I
3BR - SM	1403	LEVEL 4	2128 SF	PHASE I
4BR	2301	2 STORY UNIT	3336 SF	PHASE I
4BR	2303	2 STORY UNIT	3185 SF	PHASE I
4BR	2305	2 STORY UNIT	3185 SF	PHASE I
4BR	2306	2 STORY UNIT	3337 SF	PHASE I
PENTHOUSE	1701	2 STORY UNIT	4067 SF	PHASE I
PENTHOUSE	1702	LEVEL 7	3308 SF	PHASE I
PENTHOUSE	1704	2 STORY UNIT	4066 SF	PHASE I
PENTHOUSE	2601	2 STORY UNIT	4067 SF	PHASE I
PENTHOUSE	2603	LEVEL 6	3309 SF	PHASE I
PENTHOUSE	2604	LEVEL 6	3308 SF	PHASE I
PENTHOUSE	2606	2 STORY UNIT	4066 SF	PHASE I
			84449 SF	
PHASE II				
1 BR	3103	LEVEL 1	625 SF	PHASE II
2BR	3107	LEVEL 1	1473 SF	PHASE II
3BR - LG	3104	LEVEL 1	2132 SF	PHASE II
3BR - LG	3106	LEVEL 1	2132 SF	PHASE II
3BR - LG	3108	LEVEL 1	2742 SF	PHASE II
3BR - LG	3201	LEVEL 2	2821 SF	PHASE II
3BR - LG	3202	LEVEL 2	2327 SF	PHASE II
3BR - LG	3203	LEVEL 2	2327 SF	PHASE II
3BR - LG	3204	LEVEL 2	2327 SF	PHASE II
3BR - LG	3205	LEVEL 2	2327 SF	PHASE II
3BR - LG	3206	LEVEL 2	2737 SF	PHASE II
3BR - LG	3301	LEVEL 3	2821 SF	PHASE II
3BR - LG	3302	LEVEL 3	2327 SF	PHASE II
3BR - LG	3303	LEVEL 3	2327 SF	PHASE II
3BR - LG	3304	LEVEL 3	2327 SF	PHASE II
3BR - LG	3305	LEVEL 3	2327 SF	PHASE II
3BR - LG	3306	LEVEL 3	2737 SF	PHASE II
PENTHOUSE	3401	LEVEL 4	4685 SF	PHASE II
PENTHOUSE	3402	LEVEL 4	4572 SF	PHASE II
			48088 SF	
PHASE III				
2BR	4503	LEVEL 5 BLDG 4	1480 SF	PHASE III
2BR	4505	LEVEL 5 BLDG 4	1480 SF	PHASE III
2BR	4507	LEVEL 5 BLDG 4	1480 SF	PHASE III
2BR	4508	LEVEL 5 BLDG 4	1478 SF	PHASE III
3BR - LG	4501	LEVEL 5 BLDG 4	2742 SF	PHASE III
3BR - LG	4601	LEVEL 6 BLDG 4	2737 SF	PHASE III
3BR - LG	4602	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4603	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4604	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4605	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4606	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4607	LEVEL 6 BLDG 4	2327 SF	PHASE III
3BR - LG	4608	LEVEL 6 BLDG 4	2844 SF	PHASE III
3BR - LG	4701	LEVEL 7 BLDG 4	2737 SF	PHASE III
3BR - LG	4702	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4703	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4704	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4705	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4706	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4707	LEVEL 7 BLDG 4	2327 SF	PHASE III
3BR - LG	4708	LEVEL 7 BLDG 4	2844 SF	PHASE III
3BR - SM	4502	LEVEL 5 BLDG 4	2131 SF	PHASE III
3BR - SM	4504	LEVEL 5 BLDG 4	2131 SF	PHASE III
3BR - SM	4506	LEVEL 5 BLDG 4	2131 SF	PHASE III
PENTHOUSE	4801	LEVEL 8 BLDG 4	4581 SF	PHASE III
PENTHOUSE	4802	LEVEL 8 BLDG 4	3292 SF	PHASE III
PENTHOUSE	4803	LEVEL 8 BLDG 4	4654 SF	PHASE III
			66663 SF	
			199200 SF	

PHASE I UNIT TYPES

TYPE	ROOM NUMBER	PHASE
PHASE I		
2BR		
2BR	2401	PHASE I
2BR	2304	PHASE I
2BR	2302	PHASE I
2BR	1404	PHASE I
2BR	1402	PHASE I
2BR: 5		
3BR - LG		
3BR - LG	2503	PHASE I
3BR - LG	2502	PHASE I
3BR - LG	2505	PHASE I
3BR - LG	2402	PHASE I
3BR - LG	2403	PHASE I
3BR - LG	2404	PHASE I
3BR - LG	2405	PHASE I
3BR - LG	1602	PHASE I
3BR - LG	1603	PHASE I
3BR - LG	1502	PHASE I
3BR - LG	1503	PHASE I
3BR - LG	1504	PHASE I
3BR - LG	1501	PHASE I
3BR - LG	2406	PHASE I
3BR - LG	2504	PHASE I
3BR - LG: 15		
3BR - SM		
3BR - SM	1403	PHASE I
3BR - SM: 1		
4BR		
4BR	2306	PHASE I
4BR	2303	PHASE I
4BR	2301	PHASE I
4BR	2305	PHASE I
4BR: 4		
PENTHOUSE		
PENTHOUSE	2603	PHASE I
PENTHOUSE	2604	PHASE I
PENTHOUSE	2601	PHASE I
PENTHOUSE	1702	PHASE I
PENTHOUSE	1704	PHASE I
PENTHOUSE	1701	PHASE I
PENTHOUSE	2606	PHASE I
PENTHOUSE: 7		
PHASE I: 32		

PHASE II UNIT TYPES

TYPE	ROOM NUMBER	PHASE
PHASE II		
1 BR		
1 BR	3103	PHASE II
1 BR: 1		
2BR		
2BR	3107	PHASE II
2BR: 1		
3BR - LG		
3BR - LG	3206	PHASE II
3BR - LG	3204	PHASE II
3BR - LG	3202	PHASE II
3BR - LG	3306	PHASE II
3BR - LG	3305	PHASE II
3BR - LG	3304	PHASE II
3BR - LG	3303	PHASE II
3BR - LG	3302	PHASE II
3BR - LG	3201	PHASE II
3BR - LG	3301	PHASE II
3BR - LG	3108	PHASE II
3BR - LG	3106	PHASE II
3BR - LG	3203	PHASE II
3BR - LG	3205	PHASE II
3BR - LG	3104	PHASE II
3BR - LG: 15		
PENTHOUSE		
PENTHOUSE	3401	PHASE II
PENTHOUSE	3402	PHASE II
PENTHOUSE: 2		
PHASE II: 19		

PHASE III UNIT TYPES

TYPE	ROOM NUMBER	PHASE
PHASE III		
2BR		
2BR	4508	PHASE III
2BR	4507	PHASE III
2BR	4505	PHASE III
2BR	4503	PHASE III
2BR: 4		
3BR - LG		
3BR - LG	4705	PHASE III
3BR - LG	4704	PHASE III
3BR - LG	4707	PHASE III
3BR - LG	4706	PHASE III
3BR - LG	4702	PHASE III
3BR - LG	4601	PHASE III
3BR - LG	4602	PHASE III
3BR - LG	4603	PHASE III
3BR - LG	4604	PHASE III
3BR - LG	4607	PHASE III
3BR - LG	4605	PHASE III
3BR - LG	4606	PHASE III
3BR - LG	4501	PHASE III
3BR - LG	4608	PHASE III
3BR - LG	4703	PHASE III
3BR - LG	4701	PHASE III
3BR - LG	4708	PHASE III
3BR - LG: 17		
3BR - SM		
3BR - SM	4506	PHASE III
3BR - SM	4504	PHASE III
3BR - SM	4502	PHASE III
3BR - SM: 3		
PENTHOUSE		
PENTHOUSE	4802	PHASE III
PENTHOUSE	4801	PHASE III
PENTHOUSE	4803	PHASE III
PENTHOUSE: 3		
PHASE III: 27		

PHASE I UNIT TYPES SUMMARY

TYPE	UNIT TOTALS	PERCENTAGE
2BR	5	15.6%
3BR - LG	15	46.9%
3BR - SM	1	3.1%
4BR	4	12.5%
PENTHOUSE	7	21.9%

PHASE II UNIT TYPES SUMMARY

TYPE	UNIT TOTALS	PERCENTAGE
1 BR	1	5.3%
2BR	1	5.3%
3BR - LG	15	78.9%
PENTHOUSE	2	10.5%

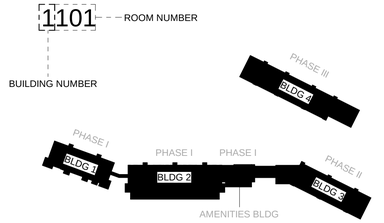
PHASE III UNIT TYPES SUMMARY

TYPE	UNIT TOTALS	PERCENTAGE
2BR	4	14.8%
3BR - LG	17	63.0%
3BR - SM	3	11.1%
PENTHOUSE	3	11.1%

OVERALL PROJECT UNIT TYPE SUMMARY

TYPE	UNIT TOTALS	PERCENTAGE
1 BR	1	1.3%
2BR	10	12.8%
3BR - LG	47	60.3%
3BR - SM	4	5.1%
4BR	4	5.1%
PENTHOUSE	12	15.4%

ROOM NUMBER LEGEND



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HOUSING UNIT SCHEDULE AND SQUARE FOOTAGE SUMMARY

DRAWING NO. EX - 15

DATE: 11/16/21

JOB NO. 21-08

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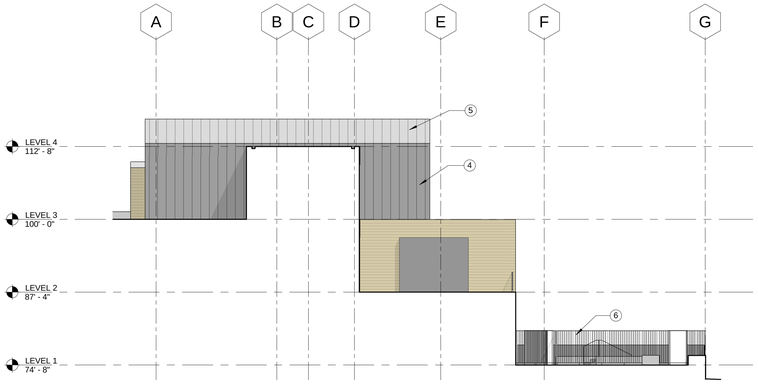
KEYNOTE LEGEND

1
2 CONCRETE PANEL SIDING.
3 PREFINISHED METAL RAILING.
4 HORIZONTAL WOOD SIDING.
5 STANDING SEAM METAL ROOF/WALL/FASCIA PANEL.
6 PREFINISHED METAL POOL FENCING.

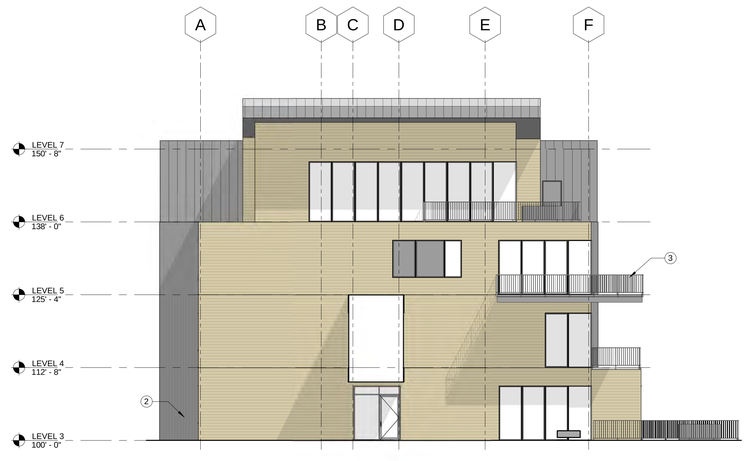
GENERAL NOTES

A. SEE EXTERIOR MATERIAL SYSTEMS DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

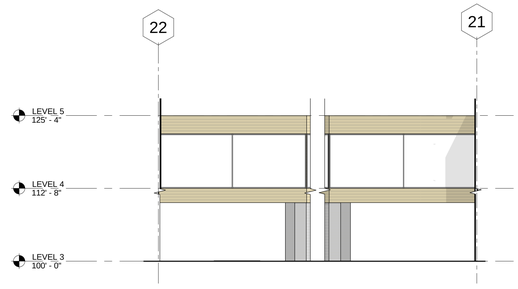
1 BUILDIGN 2 - NORTH ELEVATION
3/32" = 1'-0"



5 AMENITY - WEST ELEVATION
3/32" = 1'-0"

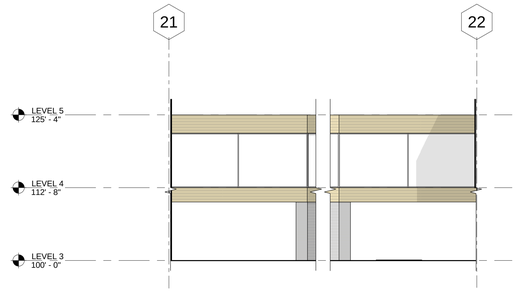


4 BUILDING 2 - WEST ELEVATION
3/32" = 1'-0"



3 BRIDGE - SOUTH ELEVATION A
3/32" = 1'-0"

2 BRIDGE - SOUTH ELEVATION B
3/32" = 1'-0"



7 BRIDGE - NORTH ELEVATION A
3/32" = 1'-0"

6 BRIDGE - NORTH ELEVATION B
3/32" = 1'-0"

ELEVATION 1

DRAWING NO. EX - 16

DATE: 11/16/21

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REVISION SCHEDULE

NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated	SHEET NO.
JOB NO.	21-08	A201
ISSUE	50% DD	
DATE	NOVEMBER 10, 2021	

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ELEVATION 2

DRAWING NO. EX - 17

DATE 11/16/21

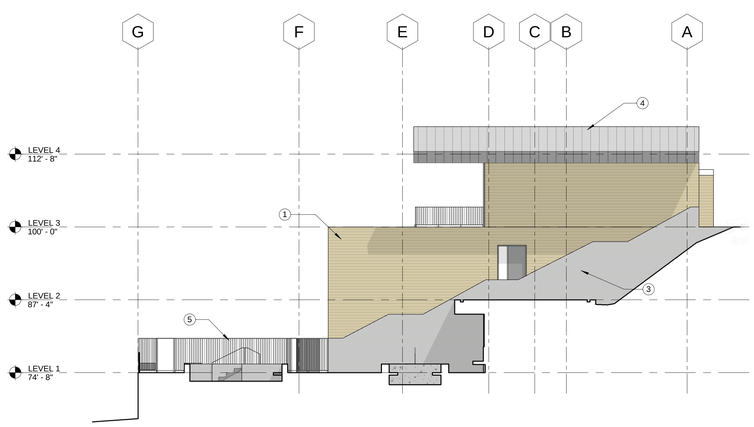
KEYNOTE LEGEND

1 HORIZONTAL WOOD SIDING.
2 PREFINISHED METAL RAILING.
3 BOARD FORM CONCRETE.
4 STANDING SEAM METAL ROOF/WALL/FASCIA PANEL.
5 PREFINISHED METAL POOL FENCING.

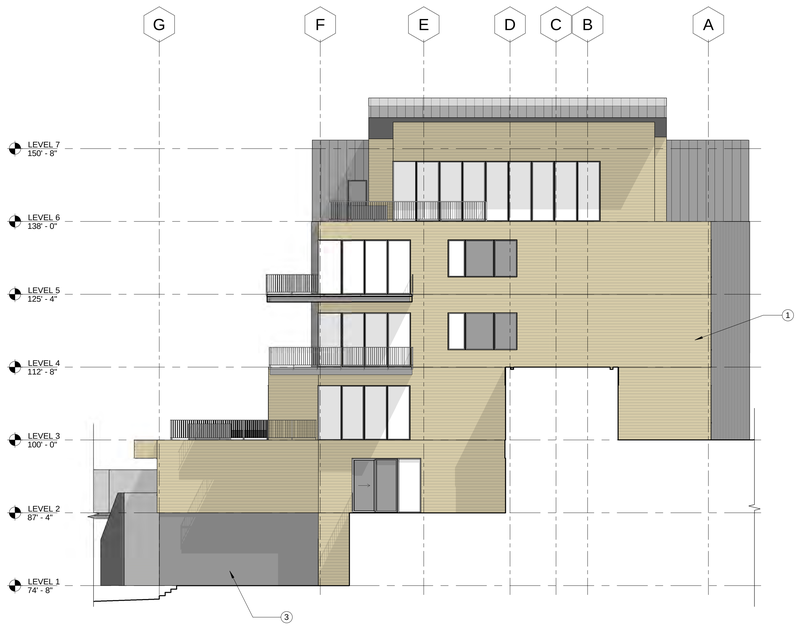
GENERAL NOTES

A. SEE EXTERIOR MATERIAL SYSTEMS DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.

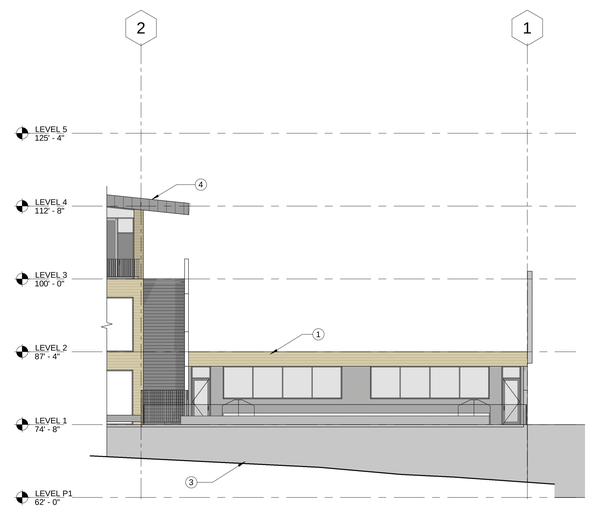
1 BUILDING 2 - SOUTH ELEVATION
3/32" = 1'-0"



4 AMENITY - EAST ELEVATION
3/32" = 1'-0"



3 BUILDING 2 - EAST ELEVATION
3/32" = 1'-0"



2 AMENITY - SOUTH POOL DECK AREA ELEVATION
3/32" = 1'-0"

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REVISION SCHEDULE

NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated
JOB NO.	21-08
ISSUE	50% DD
DATE	NOVEMBER 10, 2021

SHEET NO. A202

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ELEVATION 3

DRAWING NO. EX - 18

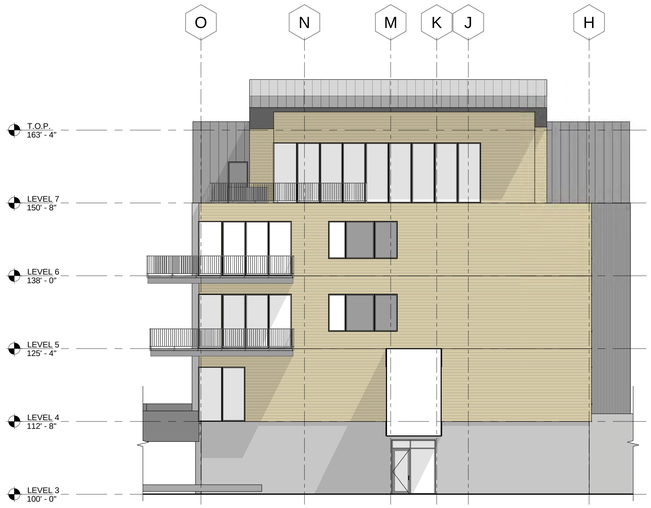
DATE: 11/16/21

KEYNOTE LEGEND

1 <varies>
2 PREFINISHED METAL RAILING.
3 BOARD FORM CONCRETE.
4 STANDING SEAM METAL ROOF/WALL/FASCIA PANEL.
5 CONCRETE PANEL SIDING.

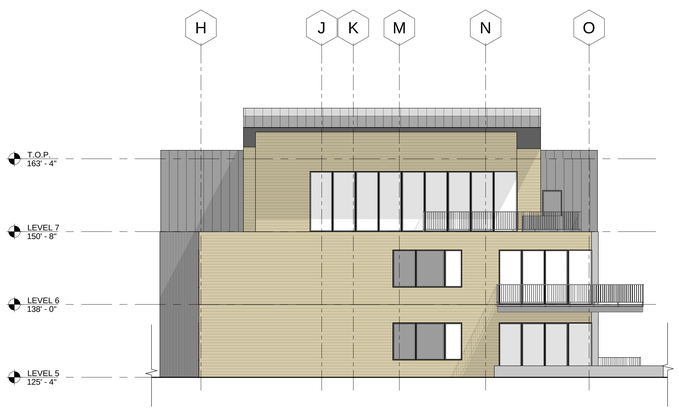
GENERAL NOTES

A. SEE EXTERIOR MATERIAL SYSTEMS DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.



2 BUILDING 1 - EAST ELEVATION
3/32" = 1'-0"

1 BUILDING 1 - NORTH ELEVATION
3/32" = 1'-0"



4 BUILDING 1 - WEST ELEVATION
3/32" = 1'-0"

3 BUILDING 1 - SOUTH ELEVATION
3/32" = 1'-0"

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REVISION SCHEDULE

NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated
JOB NO.	21-08
ISSUE	50% DD
DATE	NOVEMBER 10, 2021

SHEET NO. A203

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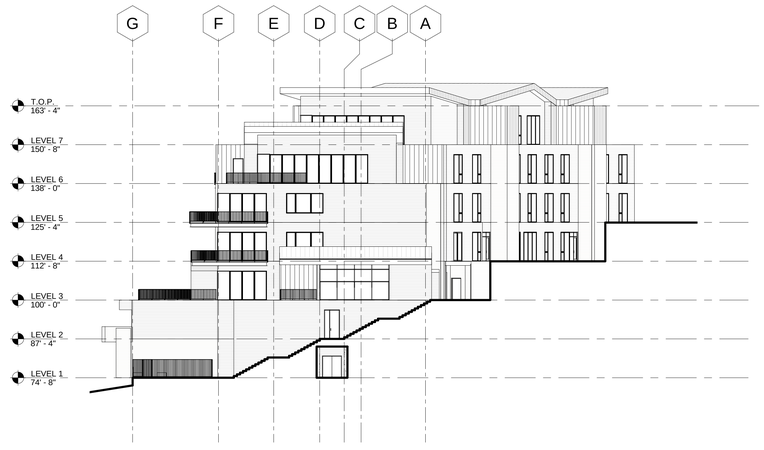
ELEVATION 4

DRAWING NO. EX - 19

DATE: 11/16/21

1 OVERALL REFERENCE EXTERIOR ELEVATION - NORTH
1" = 20'-0"

2 OVERALL REFERECE EXTERIOR ELEVATION - WEST
1" = 20'-0"



4 OVERALL REFERENCE EXTERIOR ELEVATION - EAST
1" = 20'-0"

3 OVERALL REFERENCE EXTERIOR ELEVATION - SOUTH
1" = 20'-0"

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REVISION SCHEDULE

NO	DATE	DESCRIPTION

OVERALL REFERENCE EXTERIOR ELEVATIONS

SCALE	1" = 20'-0"
JOB NO.	21-08
ISSUE	SCHEMATIC DESIGN
DATE	OCTOBER 20, 2021

SHEET NO. A200R

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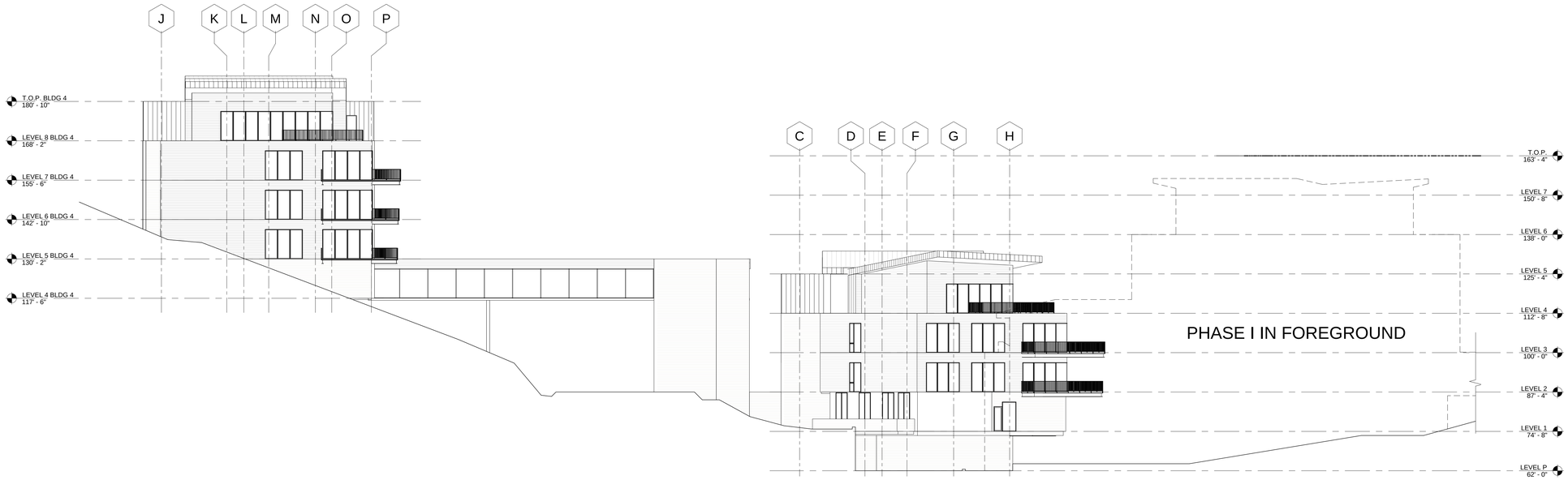
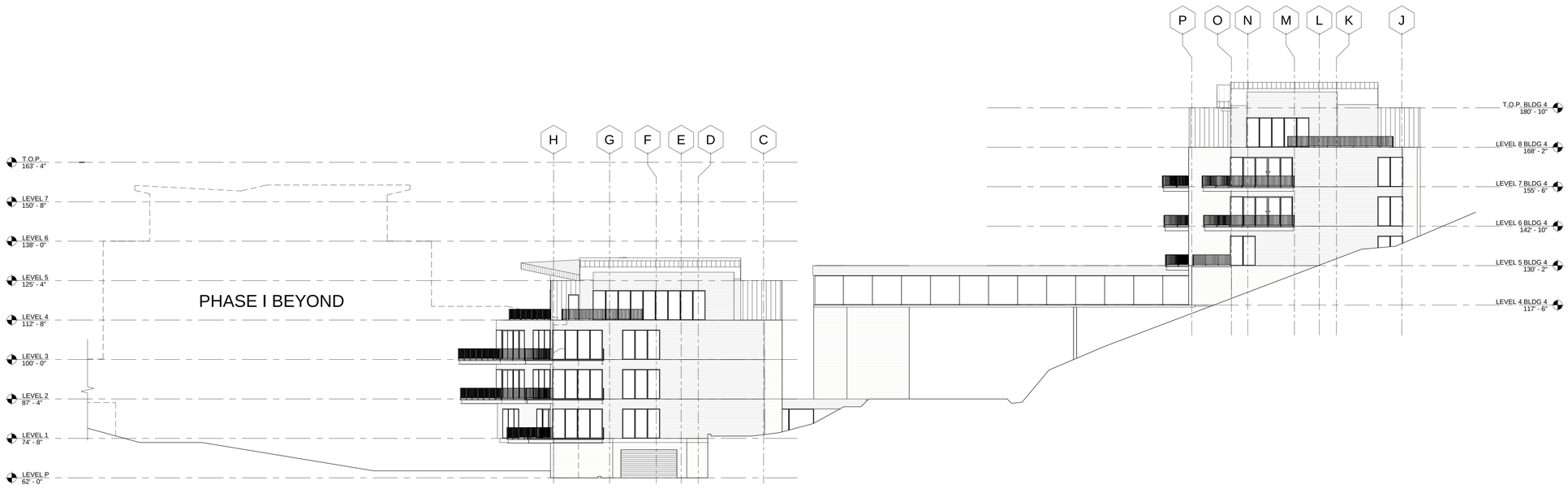
ELEVATION 5

DRAWING NO. EX - 20

DATE: 11/16/21



2 OVERALL REFERECE EXTERIOR ELEVATION - WEST
1/16" = 1'-0"



1 OVERALL REFERECE EXTERIOR ELEVATION - EAST
1/16" = 1'-0"

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REVISION SCHEDULE

NO	DATE	DESCRIPTION

OVERALL REFERENCE
EXTERIOR ELEVATIONS

SCALE	1/16" = 1'-0"
JOB NO.	21-08
ISSUE	SCHEMATIC DESIGN
DATE	OCTOBER 20, 2021

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ELEVATION 6

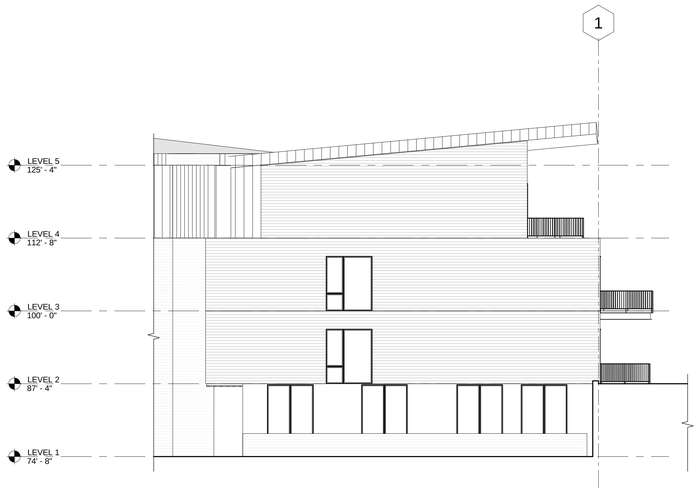
DRAWING NO. EX - 21

DATE: 11/16/21

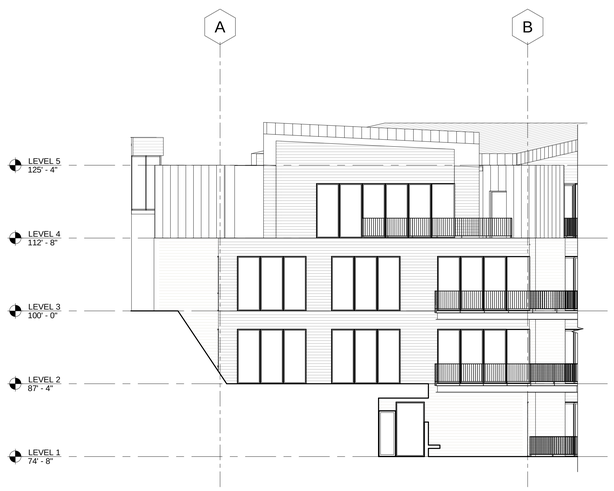
KEYNOTE LEGEND

GENERAL NOTES

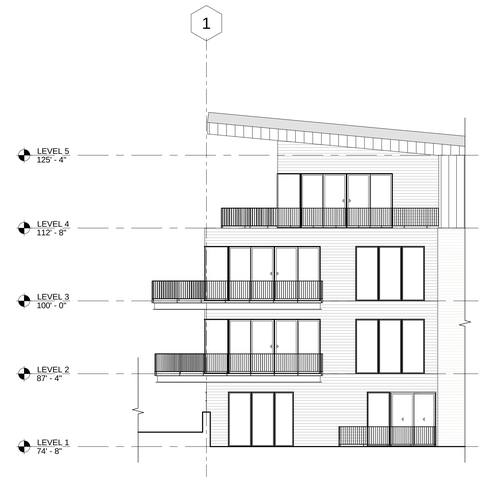
1. SWINGING DOORS AND WINDOWS TO THE EXTERIOR OR TO UNCONDITIONED SPACES SHALL BE FULLY WEATHERSTRIPPED, OR OTHERWISE TREATED TO LIMIT AIR INFILTRATION.
2. GLAZED OPENINGS WITHIN 40" OF THE DOOR LOCK WHEN THE DOOR IS IN THE CLOSED POSITION SHALL BE FULLY TEMPERED.
3. GLASS DOORS, ADJACENT PANELS AND ALL GLAZED PANELS WITHIN 18" OF THE FLOOR, SHALL BE TEMPERED GLASS OR OTHER BUILDING CODE ACCEPTED SAFETY GLASS.



1 BUILDING 3 - NORTH ELEVATION OBLIQUE
3/32" = 1'-0"



3 BUILDING 3 - WEST ELEVATION OBLIQUE
3/32" = 1'-0"



2 BUILDING 3 - SOUTH ELEVATION OBLIQUE
3/32" = 1'-0"

6 BUILDING 3 - NORTH ELEVATION
3/32" = 1'-0"

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EXTERIOR ELEVATIONS

SCALE	As indicated	SHEET NO. A201
JOB NO.	21-08	
ISSUE	SCHEMATIC DESIGN	
DATE	OCTOBER 20, 2021	

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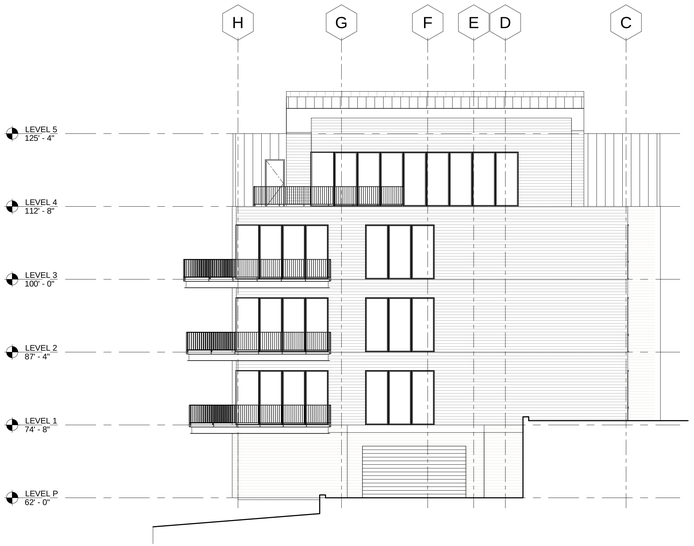
ELEVATION 7

DRAWING NO. EX - 22

DATE: 11/16/21



2 BUILDING 3 - EAST ELEVATION
3/32" = 1'-0"

1 BUILDING 3 - SOUTH ELEVATION
3/32" = 1'-0"

KEYNOTE LEGEND

GENERAL NOTES

1. SWINGING DOORS AND WINDOWS TO THE EXTERIOR OR TO UNCONDITIONED SPACES SHALL BE FULLY WEATHERSTRIPPED, OR OTHERWISE TREATED TO LIMIT AIR INFILTRATION.
2. GLAZED OPENINGS WITHIN 40" OF THE DOOR LOCK WHEN THE DOOR IS IN THE CLOSED POSITION SHALL BE FULLY TEMPERED.
3. GLASS DOORS, ADJACENT PANELS AND ALL GLAZED PANELS WITHIN 18" OF THE FLOOR, SHALL BE TEMPERED GLASS OR OTHER BUILDING CODE ACCEPTED SAFETY GLASS.

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REVISION SCHEDULE

NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated
JOB NO.	21-08
ISSUE	SCHEMATIC DESIGN
DATE	OCTOBER 20, 2021

SHEET NO. A202

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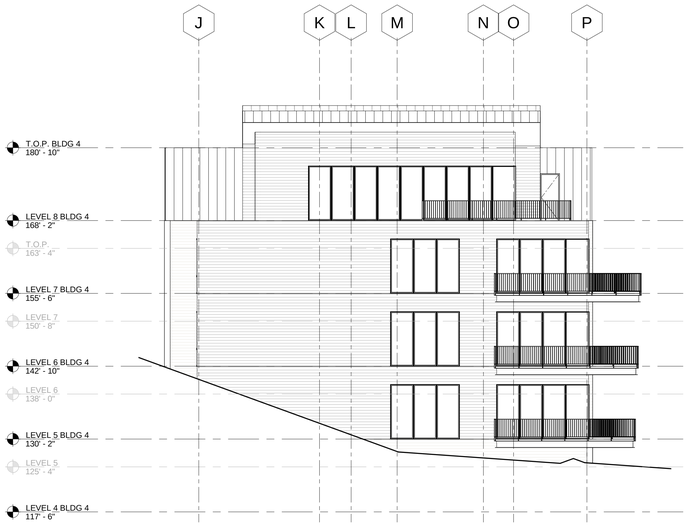
ELEVATION 8

DRAWING NO. EX - 23

DATE: 11/16/21



1 BUILDING 4 - WEST ELEVATION
3/32" = 1'-0"

2 BUILDING 4 - NORTH ELEVATION
3/32" = 1'-0"

KEYNOTE LEGEND

GENERAL NOTES

1. SWINGING DOORS AND WINDOWS TO THE EXTERIOR OR TO UNCONDITIONED SPACES SHALL BE FULLY WEATHERSTRIPPED, OR OTHERWISE TREATED TO LIMIT AIR INFILTRATION.
2. GLAZED OPENINGS WITHIN 40" OF THE DOOR LOCK WHEN THE DOOR IS IN THE CLOSED POSITION SHALL BE FULLY TEMPERED.
3. GLASS DOORS, ADJACENT PANELS AND ALL GLAZED PANELS WITHIN 18" OF THE FLOOR, SHALL BE TEMPERED GLASS OR OTHER BUILDING CODE ACCEPTED SAFETY GLASS.

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east west partners

FOUNDERS PLACE
PHASE II & III

3000 W. DEER HOLLOW RD.
PARK CITY, UT 84060

CONSULTANT

SEAL | SEAL

IF THIS SHEET IS LESS THAN
30"X42" IT IS A REDUCED PRINT,
SCALE REDUCED ACCORDINGLY

KEY PLAN

REVISION SCHEDULE

NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated
JOB NO.	21-08
ISSUE	SCHEMATIC DESIGN
DATE	OCTOBER 20, 2021

SHEET NO. A203

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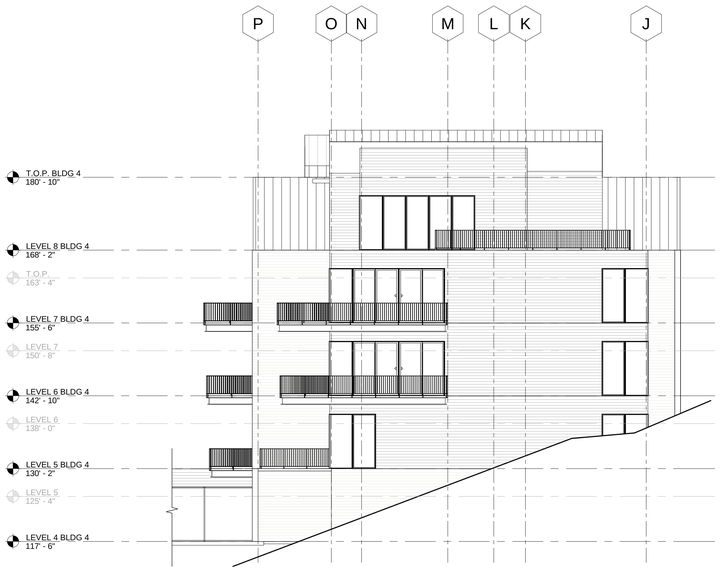
ELEVATION 9

DRAWING NO. EX - 24

DATE: 11/16/21



2 BUILDING 4 - EAST ELEVATION
3/32" = 1'-0"

1 BUILDING 4 - SOUTH ELEVATION
3/32" = 1'-0"

KEYNOTE LEGEND

GENERAL NOTES

1. SWINGING DOORS AND WINDOWS TO THE EXTERIOR OR TO UNCONDITIONED SPACES SHALL BE FULLY WEATHERSTRIPPED, OR OTHERWISE TREATED TO LIMIT AIR INFILTRATION.
2. GLAZED OPENINGS WITHIN 40" OF THE DOOR LOCK WHEN THE DOOR IS IN THE CLOSED POSITION SHALL BE FULLY TEMPERED.
3. GLASS DOORS, ADJACENT PANELS AND ALL GLAZED PANELS WITHIN 18" OF THE FLOOR, SHALL BE TEMPERED GLASS OR OTHER BUILDING CODE ACCEPTED SAFETY GLASS.

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FOUNDERS PLACE
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KEY PLAN

REVISION SCHEDULE

NO	DATE	DESCRIPTION

EXTERIOR ELEVATIONS

SCALE	As indicated
JOB NO.	21-08
ISSUE	SCHEMATIC DESIGN
DATE	OCTOBER 20, 2021

SHEET NO. A204

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FOUNDERS PLACE

RENDERING VIEW - 1

DRAWING NO. EX - 25

DATE: 11/16/21

JOB NO. 21-08

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RENDERING VIEW - 2

DRAWING NO.	DATE:	JOB NO.
EX - 26	11/16/21	21-08

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RENDERING VIEW - 3

DRAWING NO. EX - 27

DATE: 11/16/21

JOB NO. 21-08

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RENDERING VIEW - 4

DRAWING NO. EX - 28

DATE: 11/16/21

JOB NO. 21-08

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VICINITY MAP

FOUNDER'S PLACE
CONDITIONAL USE SUBMITTAL
PHASES I, II, AND III

JULY 9, 2021

SHEET INDEX

1. OVERALL SITE PLAN
2. GRADING PLAN
3. SLOPE PLAN
4. UTILITIES PLAN
5. STORM DRAIN PLAN

CIVIL ENGINEER

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL
DEMKOWICZ
STATE OF UTAH

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Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060–2664

GENERAL NOTES

G–1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:

A. Jordanelle Special Service District Standards, Construction Specifications, and Standard Drawings, Latest Edition.

B. Manual of Uniform Traffic Control Devices 2003 Edition, Revision #1 November 2004, Revision #2 December 2007.

D. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.

E. Approved construction plans and details.

F. Approved Traffic Control Plan.

G. Storm Water Pollution Prevention Plan. (SWPPP)

G–2 Contractor/Bidder shall obtain a copy of the specifications, at his cost. Copies of the specifications shall be kept at the job site by the contractor and be available for the contractor, subcontractor, owner or his agent, design engineer, Jordanelle Special Service District engineer, and their designated representatives and inspectors.

G–3 The Contractor shall be responsible for ground and surface water control during construction. This requirement shall include, but not be limited to the installation of utilities, manholes, vaults, catch basins, earthwork operations, and road construction.

G–4 The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Builts" shall be tied to easily defined monuments and/or surface improvements or as required by accuracy for the as–built conditions. The as–built information shall be given to the owner and be incorporated in the final "As Built" drawings. Special as–built requirements for HDPE sewer mains are required per as outlined on the drawings.

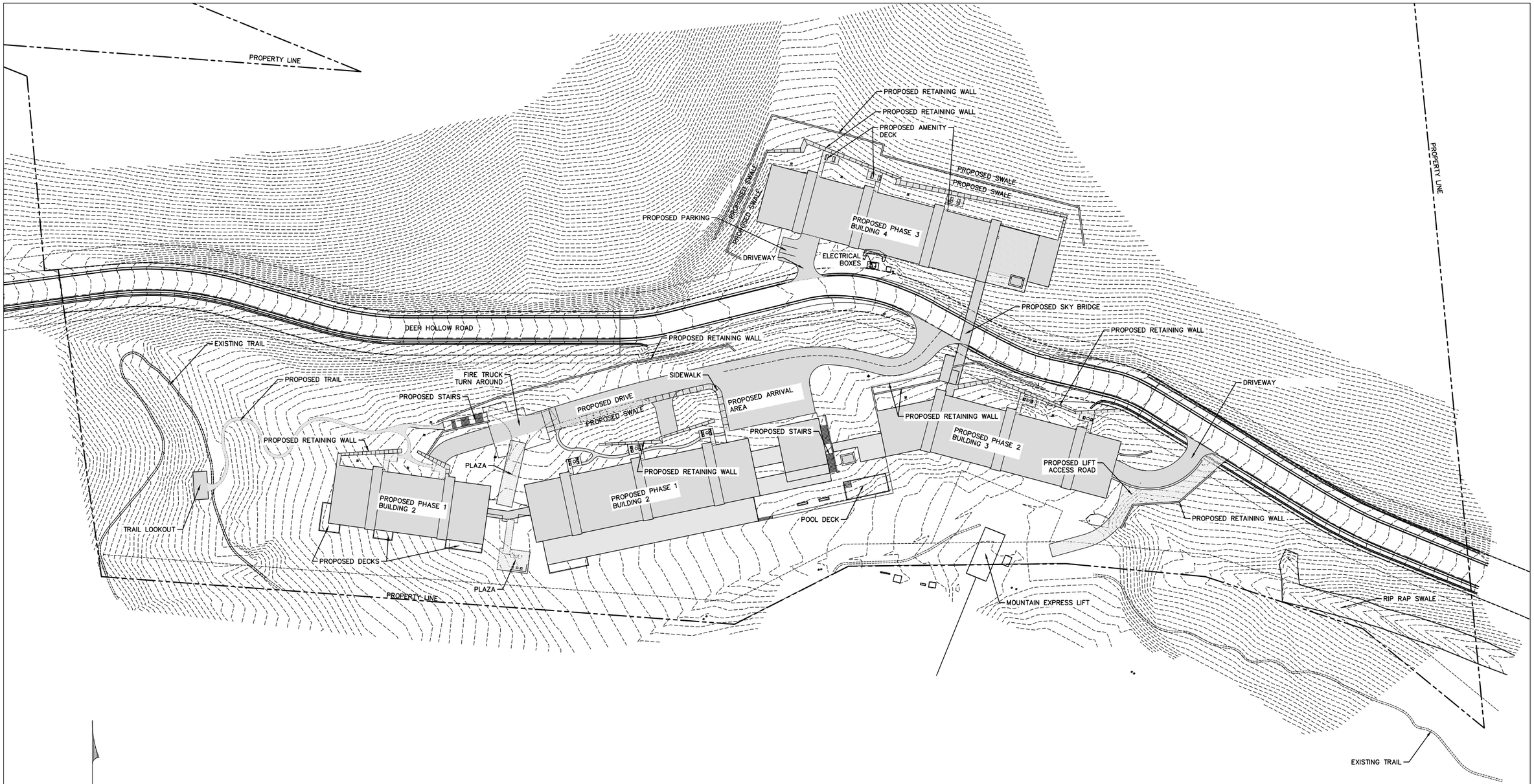
G–5 Prior to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines conflict in location with new construction, the contractor shall notify the engineer in order to resolve the conflict.

G–6 The contractor shall have a qualified representative to handle grade determination, drainage flow, and connections to existing features using proper grade setting techniques such as, but not limited to, string line, rod and level, GPS, or Surveying.

G–7 All work performed shall be guaranteed by the contractor and/or his surety against all defects in materials and workmanship of whatever nature for a period of one (1) year from the date of final acceptance of the work by the project owner.

G–8 The contractor shall be responsible for the installation and maintenance of adequate signs, traffic devices, and warning devices to inform and protect the public during all phases of construction. The contractor shall submit to the Owner and Design Engineer for approval.

G–9 Compaction testing shall be an integral part of the project. Compaction testing shall include, but shall not be limited to earthwork, trench back–fill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.



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REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
STATE OF UTAH

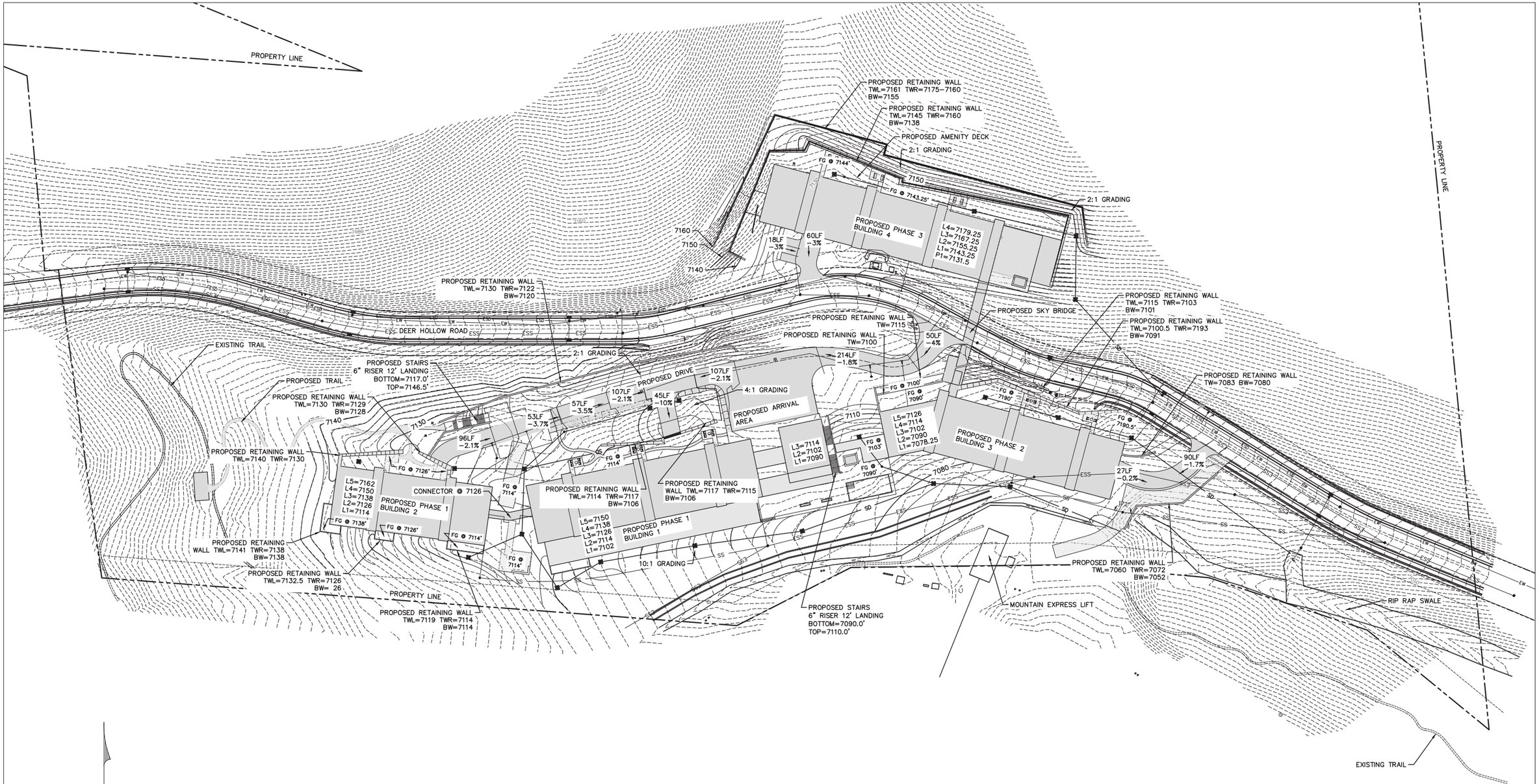
STAFF:
MICHAEL DEMKOWICZ
MITCHELL WAGNER

DATE: 7/09/21

OVERALL SITE PLAN
FOUNDER'S PLACE

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
FILE: X:\DeerCrest\dwg\Deer Hollow\140618-Deer Hollow Civil.dwg

SHEET 1 OF 5



REGISTERED PROFESSIONAL ENGINEER
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STATE OF UTAH

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STAFF:
MICHAEL DEMKOWICZ
MITCHELL WAGNER

DATE: 7/09/2021

GRADING PLAN
FOUNDER'S PLACE

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
FILE: X:\DeerCrest\dwg\Deer Hollow\140618-Deer Hollow Civil.dwg

SHEET 2 OF 5

PROPERTY LINE

SNOW TOP ROAD

PROPERTY LINE

PROPERTY LINE

DEER HOLLOW ROAD

PROPERTY LINE

PROPERTY LINE

MOUNTAINEER
EXPRESS LIFT

Slopes Table				
Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	15.00%	201029.50	
2	15.00%	30.00%	203757.06	
3	30.00%	40.00%	220327.94	
4	40.00%	100.00%	286373.74	

50' 0 50' 100'

PROPERTY LINE

INSTALL 77.77 LF 6" PVC-SDR-35 SEWER LATERAL W/ 6" CLEANOUT 3'-5' OUTSIDE OF BUILDING S=23MIN (TYP)

PROPOSED PARKING

PROPOSED PHASE 3 BUILDING 4

INSTALL 6"X8" TEE, THRUST BLOCK, 6" GATE VALVE, 6" PVC C900 (CONTRACTOR TO VERIFY EXISTING WATERLINE FOR TIE IN LOCATION AND SIZE OF MAIN LINE FOR TEE DIMENSIONS) WATER SERVICE MAINTAIN 7FT MIN BURY

CONNECT NEW 8" WATERLINE TO EXISTING WATERLINE. CONTRACTOR TO LOCATE, SIZE, & MATERIAL. INSTALL 8" TEE, NEW 8" GATE VALVE & THRUST BLOCK

CORE INTO EXISTING SSMH

PROPOSED SKY BRIDGE

SSMH - (ESS)
RIM:7045.19
SUMP:7044.00
INV IN:7044.00 8"

INSTALL 618.26 LF 8" PVC C900 WATERLINE & MAINTAIN 7FT MIN BURY

DEER HOLLOW ROAD

INSTALL 8"X6" TEE, THRUST BLOCK, 6" GATE VALVE, 6" PVC C900 61.83 LF WATER SERVICE MAINTAIN 7FT MIN BURY

INSTALL 6"X8" TEE, THRUST BLOCK, 6" GATE VALVE, 6" PVC C900 47.55 LF WATER SERVICE MAINTAIN 7FT MIN BURY

PROPOSED DRIVE

INSTALL 6"X8" TEE, 6" GATE VALVE, 6" DI PIPE FIRE HYDRANT AND THRUST BLOCKS

PROPOSED PHASE 2 BUILDING 3

REMOVE AND/ OR ABANDON IN-PLACE (2) EXISTING SSMH AND SEWER MAINLINE

10.00' of 8" @ 2.00% PVC

INSTALL 6"X8" TEE, THRUST BLOCK, 6" GATE VALVE, 6" PVC C900 52.6 WATER SERVICE MAINTAIN 7FT MIN BURY

PROPOSED PHASE 1 BUILDING 2

PROPOSED PHASE 1 BUILDING 1

TIE INTO EXISTING SYSTEM

HDPE

INSTALL 6"X8" TEE, REDUCER TO 6", 6" GATE VALVE, 6" DI PIPE, FIRE HYDRANT AND THRUST BLOCKS

36.81' of 6" @ 1.80%

INSTALL 6" 36.81 LF LATERAL PVC-SDR-35 SEWER W/ 6" CLEANOUT 3'-5' OUTSIDE OF BUILDING

PROPERTY LINE

56.00' of 6" @ 10.24% PVC

CORE INTO EXISTING SSM

RIP RAP SWALE

INSTALL SSMH #1

SSMH - (4)
RIM:7121.00
SUMP:7111.31
INV IN:7111.31 6"
INV OUT:7111.70 8"

HDPE 158.73' of 8" @ 7.98%

INSTALL 6" 56 LF PVC-SDR-35 SEWER W/ 6" CLEANOUT 3'-5' OUTSIDE OF BUILDING

SSMH - (3)
RIM:7086.66
SUMP:7080.00
INV IN:7080.00 6"

REMOVE EXISTING SSMH & INSTALL NEW SSMH #3

SSMH - (2)
RIM:7077.02
SUMP:7066.30
INV IN:7073.50 8"
INV OUT:7066.30 8"

MOUNTAIN EXPRESS LIFT

INSTALL 6" 36.8 LF PVC-SDR-35 SEWER W/ 6" CLEANOUT 3'-5' OUTSIDE OF BUILDING

STRUCTURE - (69)
RIM:7063.80
SUMP:7057.00
INV IN:7057.30 8"
INV OUT:7057.00 8"

EXISTING TRAIL

301.46' of 8" @ 4.31% PVC

131.35' of 8" @ 6.85% PVC

EXISTING WATER	EW
EXISTING SANITARY SEWER	ESS
EXISTING STORM DRAIN	ESD
EXISTING GAS	EG
EXISTING POWER	EP
EXISTING TELECOM	ET
EXISTING HYDRANT	
EXISTING SD BOX	
EXISTING SD MANHOLE	
EXISTING SS MANHOLE	
PROPOSED WATER	W
PROPOSED SANITARY SEWER	SS
PROPOSED STORM DRAIN	SD
PROPOSED GAS	G
PROPOSED POWER	P
PROPOSED TELECOM	T
PROPOSED HYDRANT	
PROPOSED SD BOX	

50' 0 50' 100'

REGISTERED PROFESSIONAL ENGINEER No. 4857264 MICHAEL DEMKOWICZ STATE OF UTAH

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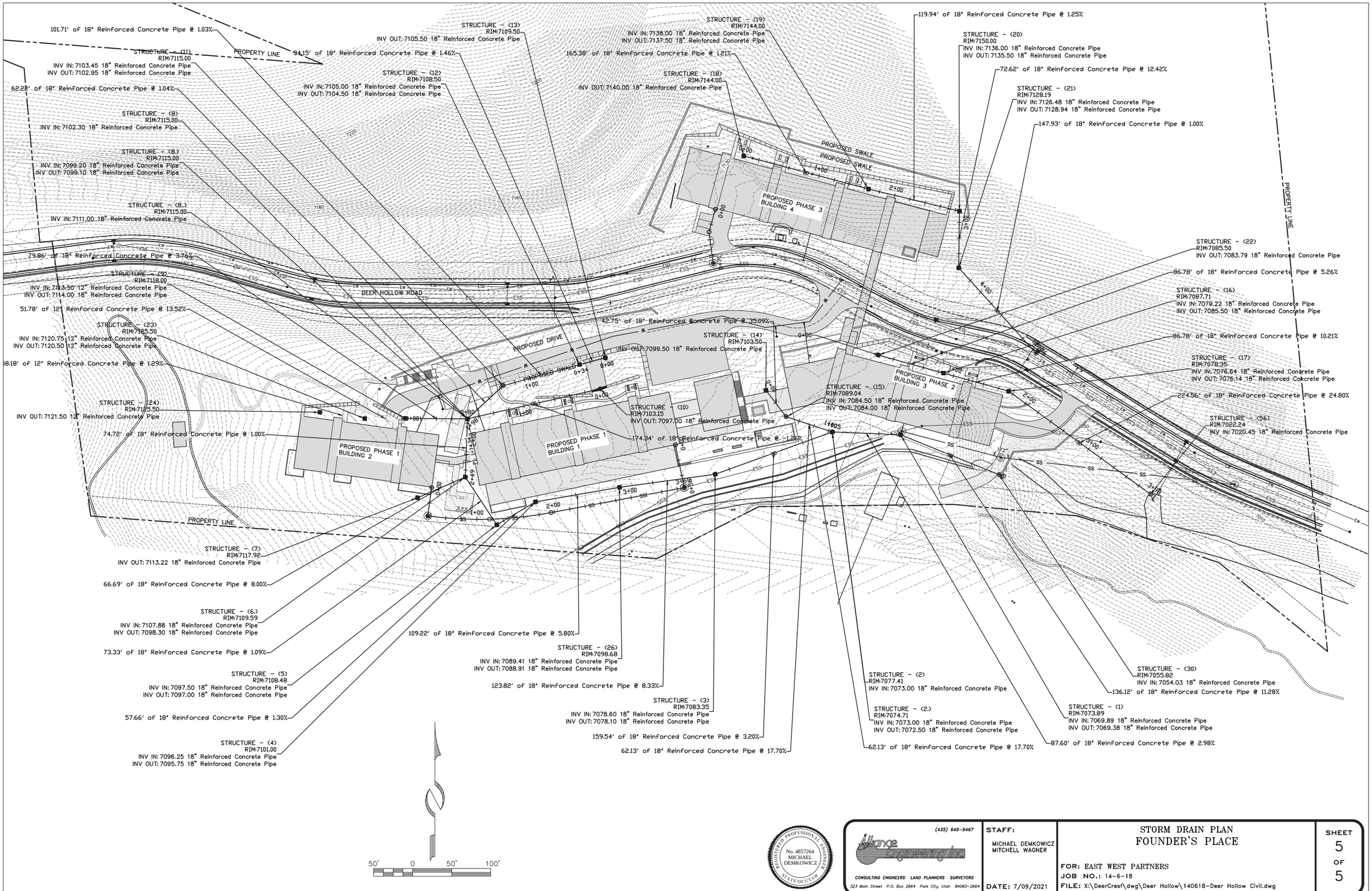
STAFF:
MICHAEL DEMKOWICZ
MITCHELL WAGNER

DATE: 7/09/2021

UTILITIES PLAN
FOUNDER'S PLACE

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
FILE: X:\DeerCrest\dwg\Deer Hollow\140618-Deer Hollow Civil.dwg

SHEET 4 OF 5



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STAFF:
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MITCHELL WAGNER

DATE: 7/09/2021

STORM DRAIN PLAN
FOUNDER'S PLACE

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
FILE: X:\DeerCrest\dwg\Deer Hollow\140618-Deer Hollow Civil.dwg

SHEET 5 OF 5

158784 12-31-91 1443 173.00
RECORDED FOR MCKAY EDWARDS BOOK 237 PAGE 241-332
JOE DEAN HURER

BEFORE THE BOARD OF COUNTY COMMISSIONERS

WASATCH COUNTY, UTAH

IN THE MATTER OF	:	
THE APPLICATION OF	:	FINDINGS AND ORDER
TRANS-WASATCH COMPANY	:	ON DENSITY DETERMINATION
FOR DENSITY DETERMINATION	:	
FOR TELEMARK PARK RESORT	:	

The Board of County Commissioners in and for Wasatch County, Utah, upon the recommendation of the County Planning Commission and the review and consideration of the matters submitted by the Applicant and those items raised at public hearing, hereby enters its Findings and Order on Density Determination for the Telemark Park Resort as follows:

I. PROJECT SUMMARY

The Trans-Wasatch Company filed its application for density determination for the Telemark Park Resort on December 29, 1989 asking for density determination for the Telemark Park Resort under the regulations for the Recreation Forestry-1 Zone of the Wasatch County Development Code. The property considered for this approval consists of approximately 526 acres, on which a mixture of single family, multi-family, and commercial buildings are proposed, as set forth in this Order and Density Determination.

The property is adjacent to Summit County, Park City, the Deer Valley Ski Resort and between the town of Park City and the new alignment of Highway 40 above the Jordanelle Reservoir, as well as central to a large number of recreational amenities in Wasatch County, Summit County and Park City. The project area occupies a hilly to mountainous parcel of land rising from 6,600 feet at its eastern end to 8,000 feet at its high point on the west. This topography creates opportunities for recreation development including alpine and nordic skiing, recreational trails and forested open space. The terrain also creates challenges to the proper development of the parcel and has raised many concerns on the part of the County Planning Staff. It is the opinion of staff that such development will require a high level of attention to environmental mitigation, vegetation preservation and

revegetation, site specific design and aesthetic control, as provided in this Order and Permit.

II. FINDINGS

Based upon a careful review of the record before it and subject to the truth of the representations and warranties made, and information provided by the Developer in the record, and also subject to conformance to the Application and strict adherence to and compliance with the Conditions, Definitions, and other matters and requirements set forth in this Order and Density Determination, the Board of County Commissioners for Wasatch County, Utah makes the following findings:

1. The Applicant, Trans-Wasatch Company, submitted its application pursuant to Section 9.3 of the Development Code on December 29, 1989. The Application was accepted as complete and in full compliance with the Development Code, and processing began at that time.

2. Subsequent amendments and additional submittals were made throughout the process, with the result that the project as presented to the Planning Commission is somewhat different from that originally applied for. Based on the review process, the original application was revised on July 26, 1990, with further revisions in February of 1991 and August 1, 1991. These amendments have revised the requested density from 697 units and 50,000 square feet of commercial space to the present 516 units and 62,000 square feet of commercial space.

3. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning commission on September 16, 1991. On October 3, 1991, the Wasatch County Planning Commission voted to recommend approval of the Density Determination as provided in Section 9.3 of the Development Code.

4. The recommendations of the Planning Commission are in substantial compliance with the terms and conditions of the Development Code, and are adopted by the Board of Commissioners as set forth in this Order.

5. The Property subject to the Application is located within unincorporated Wasatch County, and is not within the limits of any incorporated City or Town, nor is the property within the annexation policy declaration boundary of any incorporated City or Town.

6. The Property subject to the Application is located within the boundaries of the Wasatch County School District, Wasatch County Fire Special Service District, Wasatch County Solid Waste Disposal Service District, and Central Utah Water Conservancy District. The Property has been subject to the property tax levies of each of those Districts, as well as Wasatch County itself.

7. The Application and Development are consistent with the general intent of the Development Code, the intent with respect to the RF-1 zone in which the development is situated, the intent with respect to large scale developments set forth in Paragraph 9.1.A.1 of the Development Code, and the intent with respect to Planned Recreation Developments set forth in Paragraph 9.3.A.1 of the Development Code; specifically finding that:

(a) With mitigation as provided in this Order, the proposed development can be built without increasing the turbidity of the water supply of the County and surrounding counties.

(b) With mitigation as provided in this Order, the proposed development can be built without degrading the quality of the water supply of the County and surrounding counties beyond the Development's proportionate share of allowable County-wide degradation under the State water quality standards.

(c) The proposed development can be built without unduly contributing to the violation of ambient air standards for the County, particularly with respect to fugitive dust and automobile emissions.

(d) The proposed development can be built without adversely affecting the functioning of aquifer recharge areas located in the Development.

(e) The proposed development can be built without unduly adversely affecting the continued production of plants and wildlife within the Development and other mountain areas of the County.

(f) The proposed development can be built without placing structures on active fault lines, collapsible soils, slopes in excess of thirty percent (30%), unstable soils, landslide areas, or other geological hazards.

(g) The proposed development can be built without placing structures on wetlands, areas where ground water periodically rises to within seven (7) feet of the

surface, areas within one hundred (100) feet of a live or intermittent waterway, areas within a fifteen hundred (1,500) foot up-drainage radius from a spring used for culinary water, areas within a one hundred fifty (150) foot radius from a well used for culinary water, areas within a 100-year, 24-hour, storm incident drainage path; and any other water-related area where development will have an unreasonable effect on the water course or aquifer.

(h) The proposed development will not endanger sites of cultural, historical, or archeological significance.

(i) The proposed development will not require expenditures by the County for the following extended services to the Development which are not generally provided on a County-wide basis: extended police protection; structural fire protection; water retail service; water conservation; park, recreation or parkway facilities and services; sanitary sewers; sewage and storm water treatment and disposal; flood control; street lighting; airports; planning and zoning; solid waste disposal; local streets and roads; and curb, gutter, and sidewalk construction and maintenance; or mosquito abatement.

8. Notice of the public hearing and proposed action by the County Commission was published in the Wasatch Wave as required by Ordinance on October 30, November 6, 13, and 20. The proposed Findings recommended by the Planning Commission were posted for public revivew in the office of the County Planner, and this matter was brought before the Board of County Commissioners as prescribed by ordinance.

III. ORDER OF DENSITY DETERMINATION

Based on the foregoing Findings, the Board of County Commissioners enters the following Order of Density Determination. This Density Determination is intended to define the sites on which development may occur, the land uses within each of those sites, and the building mass to be constructed. The Density Determination is expressly conditioned upon the standards and conditions imposed by this Order in Section III "Pre-Conditions to Construction" and compliance with the other conditions and regulations contained in this Order of Density Determination.

The Board of County Commissioners enters the following Order of Density Determination:

1. Development Parcels. The Telemark Park Resort property is divided into twelve development sites as shown on the attached Land Use and Area Exhibit attached as Exhibit A. All development is to occur within those designated development sites. The development sites are identified on Table I, which shows the acreage and allowable uses for each development site, and also identifies those sites within the property that will remain as open space under one of two Open Space designations.

TABLE I
LAND USE AND AREA

MULTI-FAMILY & COMMERCIAL (MF&C)	46 acres TOTAL
Telemark Park Village Center	11.6 acres
St. Louis Village:	5.7 acres
Little Baldy Village:	20.0 acres
Roosevelt Gap Village	7.6 acres
McKinley Gap Cottages:	0.9 acres
SINGLE FAMILY NEIGHBORHOODS (SF)	101 acres Total
McKinley Gap Neighborhood:	3.3 acres
Snowtop Neighborhood:	8.4 acres
Little Baldy Neighborhood:	29.9 acres
St. Louis & Telemark Hollow Neighborhood:	53.3 acres
Snowberry Neighborhood:	6.00 acres
FOREST & WOODLAND PRESERVE OPEN SPACE (F&WP)	149 acres Total
St Louis Gulch Forest Preserve	65.3 acres
Telemark Hollow Forest Preserve	12.0 acres
Mont Neef Slope Woodland Preserve	49.1 acres
McKinley Knoll Forest Preserve	23.1 acres
RECREATION & FOREST CONSERVATION OPEN SPACE (R&FC)	156 acres Total
Little Baldy Alpine Ski Area:	150.1 acres
St. Louis Gulch Nordic Skiing & Teahouse	3.9 acres
Total Trail Stations:	1.9 acres
MAINTENANCE & SPECIAL PURPOSE	15 acres TOTAL
East End Service & Maintenance:	1.4 acres
McKinley Gap Service & Maintenance:	1.8 acres
Well Site Service & Maintenance:	3.0 acres
Telemark Hollow Greenhouse & Water Quality	4.9 acres
Little Baldy Water Tank:	1.3 acres
Caretaker Dwellings:	2.3 acres
ROAD RIGHT OF WAY (RRW)	49 acres TOTAL
Heber Avenue:	11.9 acres
District Road Right of Ways:	37.2 acres
MINING RESERVATION	10.0 acres
TOTAL ACREAGE	526 acres

1. Density and Unit Sizes. The density of development on the designated development sites for Telemark Park is limited to a total of 516 residential units and 62,000 net square feet of commercial space. The location of this density is shown on Table II, which lists the number and average sizes of units or commercial space to be constructed on each of the development sites.

TABLE II
UNITS ON DEVELOPMENT SITES

Development Site	Single Family	Townhouse/ Cottages	Lodge Condo Units	Apartment Condo	Comercial Square Footage
Village Center		6	50		20,000
Little Baldy Ski Academy					20,000 (academy)
McKinley Gap	4	4			
Snowtop	20				
Roosevelt Gap		6	58		5,000
Little Baldy	50	108	40		10,000
St. Louis	60				
Telemark Hollow	1				
Snowberry	10				
St. Louis village				98	2,000
Nordic Trailhead & Teahouse					5,000
Caretaker Delling	1				
TOTALS	146	124	148	98	62,000
Average Area in Square Feet	n/a	2,400	2,000	1,000	n/a

Total number of dwelling units or (Sleeping Apartments) 516*

*includes 16 units of employee housing.

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Notes to Table II:

(a) Within a Lodge, up to 5% of the total floor area may be dedicated to meeting rooms and support commercial areas in addition to the maximum square footage approved in the Land Use Table.

(b) The Maximum Square Footage approved in the Land Use Table refers to footage within habitable spaces and commercial spaces, and does not include circulation spaces, lobbies, hallways, stairways, covered parking spaces, elevator spaces and mechanical spaces, and other enclosed space reasonably necessary for the intended function of the structure.

(c) Computation of floor areas and square footage shall be as provided in the Uniform Building Code.

(d) Where the land use and unit configuration fits one of the above designations, but the square footage of one of more of the units exceeds the average footage given in the Land Use table, the maximum number of Units and maximum total square footage shall control, and adjustments must be made in number of units or size of other units so as not to exceed either maximum.

(e) The Developer shall have the right to elect to apply the allowed number of units and square footage within each Village or Neighborhood at the time of Final plan application under conditions established below in Nature of Units.

2. RF-1 Zone Compliance. Development may occur in accordance with the uses and densities shown on the Tables, and if the project is built in accordance with the densities shown on the tables, and in conformity with the other terms and conditions of this Order of Density Determination, the intent and specific requirements of the Development Code as it pertains to the RF-1 zone will have been satisfied.

3. Phasing Plan. Many of the impacts of the development can be mitigated through the use of a phasing plan. The following Phasing Plan is adopted for the Telemark Park Resort:

(a) For purposes of this provision, the term "Platting" is deemed to include the formal recordation of a subdivision plat or condominium record of survey map, and also, in the case of those Dwelling Units for which a formal plat is not required (such as rental apartments, employee housing, and lodge Dwelling Units that are not held in condominium ownership), the issuance of a building permit. Those Dwelling Units which do not technically require recordation of a plat are deemed to be "Platted," for purposes of the Phasing Plan, when the building permit for the construction of those dwellings is issued. Single family dwellings are considered Platted, for purposes of this section, upon the recording of the subdivision plat, without regard to when construction of the dwelling actually occurs.

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(b) The County will not allow the Platting of more than 150 Dwelling Units in the three year period commencing with the first Platting, as defined above.

(c) After the first three year period, the County shall not approve the Platting of more than 150 Dwelling Units in subsequent five year periods; provided that any unused Platting entitlement from one period may be carried forward into subsequent periods.

(d) Support Commercial space is considered an essential component of the Project, and must be phased with the residential component of the Project. At the minimum, support commercial will be constructed at least pro-rata to the Dwelling Units until 50% of the approved commercial space is constructed. Under this provision, the ratio of commercial to residential is 1,000 square feet of commercial space for each 12 Dwelling Units Platted, provided that no commercial space of less than 2,500 square feet needs to be built. This ratio will be applied in increments of 30 Dwelling Units; that is, prior to the Platting of more than 30 Dwelling Units, and again prior to the Platting of another 30 Dwelling Units, the Developer shall have commenced construction or actually completed construction of at least the commercial space ratable to the Dwelling Units already constructed. This requirement will terminate upon completion of construction of 50% of the approved commercial space. Developer may accelerate construction of the support commercial.

(e) Recreation Amenities are also subject to the phasing plan, except for Pre-Development Recreation. Prior to the first Plat, Developer shall construct or bond for all of the Phase 1 Amenities as described in Section VIII. Prior to the Platting of any units beyond 50% of the total units approved, Developer shall construct or bond for the construction of all of the Phase 2 Amenities as described in Section VIII. The developer may construct the recreation amenities sooner than required under this provision.

4. Pre-Conditions. No development other than those recreation facilities described below as "pre-development recreation" may occur until each of the Pre-Conditions to Construction listed in Section VI of this Order have been satisfied or expressly waived by the County.

IV. PRE-CONDITIONS TO CONSTRUCTION

This density determination is predicated upon satisfaction by the Developer of the following pre-conditions, and no construction other than "Pre-Development Recreation Facilities" may be built unless and until the Developer has demonstrated to the reasonable satisfaction of the County that all of the following conditions have been satisfied:

1. Sewage Treatment. The applicant must present a wastewater facilities plan and preliminary engineering report that conforms to the Jordanelle Basin Facilities Plan currently under development by Wasatch County. This plan must be approved by the County and the appropriate State Agencies prior to preliminary approval or any subdivision plat or building permit for habitable structures.

2. Secondary Access Road. There must be two points of ingress and egress to the development. Developer must demonstrate the right to improve a secondary access via Heber Avenue from Park City or the Snowtop Road from the north to the Highway 40 frontage road. If neither of these roads is available to the project the developer must show both that practical alternative routing is possible and that the developer has a legal right to construct these roads prior to preliminary approval or any plat or building permit for any habitable structure.

3. Government Services Plan. The Telemark Park Resort is not located near any existing Wasatch County service facilities or within an area where regular services have been required on a routine basis. The development will require a full complement of governmental services, including but not limited to extended law enforcement, fire protection, education, road maintenance, storm drainage and flood control, sanitary sewage collection and treatment, retail water service, and road maintenance. Some of these services can reasonably be provided by logical extensions or expansions of existing Wasatch County based services. Others may have to be established through new districts within the Project or in conjunction with other developments in its immediate area. Still other services may be most economically provided by contracts with, or annexations to, other existing districts, municipalities, or state or federal agencies. Prior to

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construction, the Developer must present to the Board of County Commissioners a Governmental Services Plan showing that essential governmental services are available to the Project, the providers of those services, and whether the service arrangements are interim or long term. Part of the Governmental Services Plan includes appropriate mitigation of impacts on the service providing agency. The County Commission will review the Government Services Plan, and, upon finding that necessary services are available and committed, and that the public health, safety and welfare have been adequately provided for by the several agencies identified within the plan, and that the public interest is served, shall approve the Plan as being adequate to satisfy this Pre-Condition.

4. Execution by Affected Parties. All persons or lenders who have an interest in this property must agree to the terms of this Density Determination before it is effective.

V. INFRASTRUCTURE REQUIREMENTS

This Order of Density Determination is based upon the Developer providing the necessary infrastructure to support the proposed development. This infrastructure includes public and private roads, utilities, storm drainage controls, wastewater, and all similar services. Infrastructure is to be built with each Development Parcel in a manner that the parcel could stand alone and function independently if no subsequent development occurred. Requests for preliminary and final approval will be granted only if the following standards for infrastructure have been satisfied:

A. ROADS. There are different classes and types of roads approved in the Project, which are described as follows:

1. Public Roads:

Heber Avenue: Heber Avenue as it connects from Highway 40 through the project to Deer Valley is a County Road. There is a portion of the estimated traffic volume on the road, approximately 1,600 A.D.T. at build out, which is not related directly to the Resort. In the event that the Park City side of Heber Avenue is closed, or if the Wasatch County Commission formally abandons Heber Avenue, through traffic may be restricted or eliminated.

In that event, the road, or portions of it, may be maintained the Telemark Park Resort Special Services District.

(a) Design Standards for Heber Avenue and other County Roads:

County roadways shall consist of a 30' paved section. Graded width shall be 42' except where geotechnical considerations or excessive grading would justify a 36' graded width. In no event shall the graded width be less than 36'.

Right of Way width shall be a minimum of 66' unless the roadway is abandoned by the County, in which case the County will consider, at its sole discretion, a reduction to 50'. Right of way width must be widened where necessary to include cut and fill slopes. Right of way width must be at least 76' in areas which contain passing lanes and left turn pockets.

Ten foot snow storage areas are to be provided on shoulders, as measured from the edge of pavement.

Climbing lanes are to be added where the slope of the road equals or exceeds 8% for more than 500 feet, in which case the roadway section shall be 40' of pavement and 52' of graded width within a 76' right of way.

Left turn pockets will be provided along Heber Avenue at district road intersections and at entrance to the Village Center, where the roadway section shall be 40' of pavement and 52' of graded width.

A special design study of Heber Avenue at the Village Center must be prepared at Preliminary Plan stage for the Village to demonstrate the safety of road and intersection design. Such study shall address, but shall not be limited to, an analysis of vertical and horizontal sight distance and operation during winter months, considering the potential for snow and ice buildup.

The design speed of the road is to be 30 miles per hour, which is intended to help reduce excavation and discourage the use of the road for through traffic unrelated to the Project.

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(b) Design Stardards for Service District Roads:

With the exception of Telemark Parkway/Heber Avenue or its functional replacement if Heber Avenue is closed at the Park City end, the roads in the Project will be owned and maintained by the Special Service District and/or the Master Association or private entities such as condominium associations. The classifications and design standards for these roads are as follows:

District Sub-Collector Roadway section: 28' of pavement and 36' of graded width within a 50' right of way.

District Local Roadway section: 26' of pavement and 34' of graded width within a 50' right of way.

Roads through condominiums and through parking areas must conform to fire requirements set in the Uniform Building and Fire Codes. Fire service lanes shall be a minimum of 20 feet wide per the 1991 Edition of the Uniform Fire Code.

Temporary Construction roads should follow the future alignment of permanent roads as much as possible to minimize site disturbance.

Access roads to water tanks and other project facilities may also be used as fire service lanes. These access roads do not need to be paved.

(c) Designation of Ownership: The roads within the project are classified as follows for ownership, maintenance, and control purposes:

County Roads:

Heber Avenue or its functional replacement

District Subcollectors:

Little Baldy Road
Snow Top Road
St. Louis Drive

In the event that any of these Sub-Collector roads is connected through to service property other than the land within the Project, these roads may be transferred to the County, and become County roads.

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District Locals:

East Ontario Place
Pioche Place
Pocatello Loop
Snowtop Circle
Snowtop Court
Snowberry Circle
St. Louis Circle
St. Louis Court
Telemark Hollow Road
Serviceberry Circle

(d) Design Standards for Project Roads: The following design standards will apply to all County and District roads within the Resort:

The minimum centerline radii will be at least 75 feet,

Left turning lanes on Heber Avenue are required at the intersections with Snowberry Circle, Serviceberry Circle, St. Louis Drive, the Village Center, and Little Baldy and Snow Top Roads.

At intersections grade shall not exceed 4% for all approaches for a distance of at least 100 feet as measured from the centerline of the appropriate roadway or for a minimum of 50 feet from the stop bar, whichever is greater.

Maximum centerline road grade will not exceed 10%.

The minimum tangent distances out of intersections will be 100 feet on County Roads, and 50 feet on District roads.

The minimum tangent distances between reverse curves will be 100 feet on County Roads, 50 feet on District roads.

The minimum tangent distances between broken back curves will be 200 feet on County Roads, 100 feet on District roads.

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B. WATER SUPPLY, WATER RIGHTS, AND FIRE FLOWS

1. Water Rights

Wasatch County does not provide retail water service, and the burden of providing water rights, waterworks, and the retail water system is entirely borne by the Developer. The Developer shall have obtained adequate water rights, shall have secured approval of any necessary change applications from the State Engineer and shall have demonstrated the development of water source in quality and flows meeting the requirements of the State Health Department in the amounts necessary to service the development phase proposed on each application for Preliminary Approval at the time such application is made. In the event that Developer has not satisfied any of the above requirements prior to the filing of such application, County may, at its sole discretion, process the Application for other areas of concern but shall not approve such application until the requirements of this section have been met.

Notwithstanding the foregoing, no first phase proposed for Telemark Park Resort may be approved without rights, flows and storage meeting the Fire Flow requirements of this Section.

(a) Quantity of Water:

(1) Total Water Demand. The total required water rights for Telemark Park Resort if all Density approved herein is constructed is 316 Acre Feet annually, according to the County's consultant. Applicant represents a desire to implement water conservation measures which might reduce this total amount. As the County wishes to encourage water conservation, but such measures are unproven to the County, the following requirements are imposed:

Any first phase proposed for Telemark Park Resort must have water rights and flows calculated on a per unit basis according to the table below. The Developer may perform a metered water use study on the first phase and present the results to the County. Any such study must meet the requirements of the State Division of Drinking Water and must be reviewed and approved by the State prior to any reductions in system demands or water rights. At the County's sole discretion, the total required

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water rights for Telemark Park Resort may be reduced according to the results of that study.

TELEMARK PARK RESORT WATER RIGHTS REQUIREMENTS

TYPE USE	UNITS	STORAGE DEMAND	DEMAND (GALLONS)	ANNUAL DEMAND	TOTAL**
COMMERCIAL	62*	40	2,080	.225	13.95
LODGE CONDO	148	450	66,600	.500	74.00
APART. CONDO	98	400	39,200	.450	44.10
TOWNHM/COTT	124	475	58,900	.530	65.72
SINGLE FAMILY	146	500	73,000	.560	81.76

* Commercial square footage in 1000's
** Demand stated in Acre Feet per year.

NOTE: For common area, snowmaking and seasonal demands, reference is made to Table 1 of the above referenced report by EWP.

(b) Phasing of Water Acquisition.

In order to prevent an undesirable situation from resulting if Developer is unable to obtain the total required water rights or develop the necessary sources, the following conditions are imposed:

(1) Prior to approval of Preliminary Plans, Developer must demonstrate that substantive and valid water purchase options have been secured or that a valid application has been made to the Central Utah Water Conservancy District for C.U.P. water in the total amount required for the project.

(2) If the total water rights and sources have not been secured prior to the first Preliminary Plan, such plan must show the proposed development utilizing the Applicant's existing 100 acre feet of water, and a demonstration that such development would be capable of standing alone in the event that no further water rights may by obtained or sources secured.

(3) If, within five years of the first Preliminary Approval, total water rights and sources for the project as approved herein, or as modified by the County pursuant to a metered water use study, have not been secured, Developer shall file with the County a proposed Amended Density Determination showing the proposed reduced project size and application of the then perfected water rights and sources.

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2. Water System Capacity and Fire Flows:

Because of the wildland fire exposure in the Telemark Park Resort, and the distance from established Wasatch County fire fighting services, the Fire Flow demand for the Development has been set at a level in excess of that required by the Uniform Fire Code. The estimated fire flow demand for each type of Unit is shown on the following table:

Unit Type	Peak Day Source Demand and Flows Gallons/Day Winter	Summer
Commercial Space, Per 1,000 sq. ft.:	75	80
Lodge Condos:	800	900
Apartment Condos:	600	800
Townhouse/Cottage:	800	950
Single Family Lots:	800	1000
Open Space, Per Acre:	-0-	4030
Snow Making, Per Acre:	3000	-0-
Total Demand in gallons per minute:	358.9	360.8
Total Storage Demand - 50% of Peak Daily Flow, in gallons: 268,000*		260,000

*(includes 60,000 gallons snowmaking)

(a) Fire Flows and Storage Demand:

(i) Multi-Family and Commercial Villages: 2,500 GPM flows for 3 hours.

(ii) Single Family Areas: 2,000 gallons per minute for 4 hours shall be the required fire flow and storage in all areas.

(iii) Total Fire Flow Storage: The total storage per the above requirements would be 450,000 gallons for 2,500 GPM X 3 Hours, or 480,000 gallons for 2,000 GPM X 4 hours. As the greater of these two is 480,000 gallons, the required fire storage shall be 500,000 gallons.

(b) Total Storage Demand:

Total storage demand is the sum of fire flow storage, unit storage demand, any other storage demand, and is the greater of summer or winter storage demand. This is calculated to be 770,000 gallons. This is the required total storage for Telemark Park Resort. This may only be reduced through alternate storage or source for snowmaking water, which accounts for 60,000 gallons during the winter, and/or a reduction in unit demand based upon a metered water use study as provided for above.

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3. Water System Design Standards. The following design standards apply to the construction of the water system in Telemark Park:

(a) Storage Location, System Design & Main Depth:

Total water system storage may be provided in a single location in the project, or divided up into multiple locations throughout the project such that fire flow storage plus domestic storage is satisfied at any particular location.

Each Neighborhood is to have available to it the required fire flow storage plus average daily flow storage, or one-half peak daily demands, for the entire neighborhood considering building types.

Conceptual water system design for the overall project (well locations and capacities; main sizes; and tank locations, elevations, & sizes shall be submitted with preliminary plans.

Water mains are to be buried to a minimum depth of 7 feet in roadways and at a depth of 5 feet in other locations.

(b) Fire Protection and Suppression Requirements:

(i) Fire Sprinklers. All residential and commercial structures within Telemark Park Resort shall be internally fire-sprinklered in accordance with the provisions of the Uniform Fire Code, as updated from time to time. Unless specifically approved by the Fire Marshall for non-combustibility, all such structures shall contain exterior sprinklers as well. Such exterior sprinklers shall include at least under eave sprinklers, but may be required to include roof top sprinkling in areas or on structures deemed by the Fire Marshall to have wildfire hazard or vegetation to roof relationships justifying such measures.

(ii) Fire Breaks. The Application contains provisions for fire breaks around structures. Conformance to the Application in this regard is a condition of this approval and future construction permitting.

(iii) Building Construction/Combustibility Standards. Construction shall meet all applicable fire safety requirements of local, state and federal agencies, and shall be at least as fire resistive as Type V-ONE-HOUR

Construction, maximum compartment size 21,000 square feet, per Table 5-C of the Uniform Building Code.

(iv) Fire Access. Access to structures for fire suppression equipment shall meet all applicable requirements of the Fire District and shall be subject to review by the Fire Marshall, which shall in no event exceed the requirements of the Uniform Fire Code.

(v) Non-County Fire District Service. In the event that Telemark Park Resort contracts with a non-County fire district for interim service the Fire Marshall of said district shall have interim authority hereunder to enforce Fire Safety measures. Approval by the Fire Marshall having jurisdiction and responsibility over the Development shall be binding in the event of a later transfer of jurisdiction, and property owners will not be required to modify existing structures solely on the basis of a jurisdictional transfer.

C. SANITARY SEWER

All commercial buildings and residential dwellings within the Telemark Park Resort shall be served with sanitary sewer service from a sewage collection and or treatment utility or district consistent with the Jordanelle Basin Wastewater Treatment Plan adopted by the County.

D. STORM WATER AND WATER QUALITY

Telemark Park Resort is located within the watershed of the Jordanelle Reservoir and the Provo River. This approval is conditioned upon recognition of the non-degradation status of the hydrologic setting.

(1) Stormwater Plans. Preliminary Plans shall be required to show compliance with the Telemark Park Surface Water Runoff Control Conceptual Level Master Plan by Hansen, Allen & Luce, dated December, 1989 (hereafter the Water Quality Plan). Any proposed variation from the provisions of this plan are subject to review and approval by the County.

Preliminary Plans will be required to show compliance with that plan and shall specifically address:

Location of all building sites outside of storm water discharge routes.

Detention Structures.

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The Water Quality Plan identified detention basins. The Water Quality Plan also identified the potential for Preliminary Plans to identify and propose alternatives, so long as the mitigating effect upon water quality equals that provided by the basins. In the absence of alternatives proposed by developer and approved by the County at Preliminary Plan stage, the following detention basins are required to be constructed by Developer as a condition of this approval:

Drain Tunnel Gulch (AKA Telemark Hollow)

St Louis Gulch

U.S. 40 (Just above U.S. 40 Embankment in lower Drain Tunnel Gulch, AKA Telemark Hollow)

(2) Ownership and Maintenance:

All storm water conveyance facilities and detention basins shall be owned by the Special Services District. All storm water conveyance facilities and detention basins shall be operated and maintained by the Special Services District.

(3) Water Quality Control:

The Hansen, Allen & Luce Water Quality Plan referred to above is incorporated herein by reference. The summary measures below are extracted from that plan. The following summary does not replace the more detailed plan.

(4) Stormwater Design Criteria:

All drainage ways with 10 year design flow velocities above 4 feet per second shall be lined with riprap sized with a minimum safety factor of 1.5 in accordance with the Barfield (1981) method. Drainage way hydraulics shall be analyzed with the Mannings flow equation. Cross road drainage facilities including culverts will be designed to convey at least the 10 year design storm after development. The 100 year after development storm event must be considered in the design of such cross road drainage facilities as well as natural and improved open channels, storm drain inlets and storm drain pipe systems so as to provide that such an event does not inundate structures, damage utilities, endanger the public or adversely impact the environment. The design of drainage ways and culverts shall be included in Preliminary Plans

and construction detail shall be provided in the Final Plans.

All building sites and essential facilities shall be positioned such that they are free of flood hazard and/or are protected from 100 year stormwater flows.

Stormwater planning, design, and construction will be integrated with water quality planning.

E. RELATIONSHIP OF ROADS AND UTILITIES TO OTHER PROPERTIES.

Utilities are to be sized to allow adjacent property owners to use them. A reimbursement scheme shall be developed and must be approved by the County and Developer before any other properties are authorized to connect to facilities constructed by the Developer of Telemark Park. Neighboring properties may not be landlocked if they now have a legal right to use the property for access. Neighboring properties that may use project roads for access to their property are to be disclosed as part of Preliminary Planning Process.

F. PUBLIC TRANSPORTATION

There is no established public transportation service in the area at this time. Limited common carrier or hotel courtesy-type public transportation should be anticipated. Public transportation shall consist of bus and van service. Loading zones only in multifamily and village areas shall be provided at walking distances no greater than 500 feet and shall have the following characteristics: 40 feet long and 10 feet wide located outside the normal travel lanes of roadways.

VI. DEVELOPMENT AND SITING OF IMPROVEMENTS

Although a great deal of siting detail has been developed through the Density Determination stage, the specifics as to the development to occur on each of the identified development sites is still quite general in nature, with final design and engineering to follow as individual development sites move to Preliminary and Final Approval. Subsequent applications for Preliminary or Final Approval are to be in substantial conformance with the Application. Subsequent submittals will be deemed to be in substantial conformance with the

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Application and this Order of Density Determination if they meet the following standards:

A. DEVELOPMENT PARCELS

Density Determination is considered approval of Density in the areas shown on the Land Use and Area Exhibit according to the conditions contained herein and according to the Pre-Conditions described in Section IV. The location and boundaries of the Development Parcels are identified on Exhibit A which is incorporated by reference. Parcel boundaries may be adjusted at Preliminary Plan level, but may not be significantly changed. Specifically, boundaries are expected to be within 50 feet of those shown on the Land Use and Area Exhibit. The area of Development Parcel areas may be decreased.

Adjustment of Multi-Family Development Parcels may not increase total area by more than 5% of that shown on the Land Use and Area Exhibit. Any such increase may not increase the allowable building mass.

Single Family Parcels may be adjusted, but may not be increased in area unless such increase is due to the conversion of adjacent road right of way (RRW) or MultiFamily (MF&C) areas. Lot lines as shown on the Concept Plan may be reconfigured and the overall number of lots may be reduced according to the Single Family Lot Guidelines herein, but in no event may open space be reduced after dedication to the Master Association.

In no event may the net acreage of Open Space areas be decreased from that shown on the Land Use & Area Exhibit by more than 2%.

Any proposed adjustment of Parcel boundaries from the Application must be shown at Preliminary Application. At Final Application adjustment may only represent survey correction, not reconfiguration.

Within applicable setbacks within MF&C areas, Developer may reconfigure building footprints and shapes from those shown on the Concept Plan and shall show such reconfiguration at Final Plan Application. Such reconfiguration shall be subject to all other conditions contained herein.

At Preliminary Plan developer may adjust roadway locations from those shown on the Concept Plan in the interest of minimizing site disturbance and grading. Such adjustment may not result in more than a 5% increase in total RRW area shown on the Land Use and Area Exhibit, unless such increase is due to an increased width condition imposed by the County.

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B. SITING GUIDELINES APPLICABLE TO ALL DEVELOPMENT PARCELS

The following guidelines apply to all development parcels within the Telemark Park Resort:

Building envelopes shall be configured within required setbacks within parcels approved in this Determination for such use, and shall be designated on Preliminary Plan submittal.

Preliminary plans shall be of 1"=50' or greater scale. Such plans shall show existing vegetation of 4" DBH (diameter at breast height) or larger trunk caliper and shall demonstrate an effort to preserve such vegetation wherever possible, with emphasis on preservation of larger and slower growth type trees and groves.

Preliminary plans submitted for review and approval shall show setbacks, limits of disturbance, building envelopes, snow storage areas, cuts, fills, proposed slopes for disturbed areas, general utilities, rights-of-way, easements, and proposed night lighting.

Preservation of natural features and vegetation to the extent reasonably possible is required. Retain existing tree stands and existing terrain where possible.

Building siting should be responsive to the overall development concept, adjacent development, and (i)Topography, (ii)Geology/soils conditions, (iii)Hydrology, (iv) drainage and flood plain considerations, (v) Vegetation, (vi) Views, (vii) Solar and micro-climate considerations, (viii) Access and circulation; pedestrian and vehicular, (ix) Seasonal response, (x) View corridors, (especially to the mountains), and (xi) Snow storage requirements.

C. COMMERCIAL SPACE.

Location: Commercial Space shall be constructed in the Villages indicated on the Master Plan, and shall not be transferrable between Villages. That space designated as Nordic Skiing Commercial shall be allocated between the Nordic Skiing Trailhead, the Teahouse and the Trail Stations. Actual allocation may be made on Preliminary Application.

Allowed Commercial uses: Office, Restaurant, Retail, Ski & Sports Shop, Tavern, Convenience Store, Delicatessen, Cafe, Sports/Fitness and other uses related to the recreational and residential nature of the development.

Prohibited Commercial Uses: Any business activity producing noxious fumes, hazardous waste or noise pollution, any other business activities prohibited in the zone or the County.

D. SET BACK AND SIDEYARD STANDARDS

Minimum Setbacks SINGLE FAMILY:
Front Lot Line: 20 Feet
Rear Lot Line: 30 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 45 Feet

Minimum Setbacks MULTIPLE FAMILY:
Front Lot Line: 15 Feet
Rear Lot Line: 25 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 40 Feet
No building or structure other than fences shall be built within the setback criteria as described above.

E. SINGLE FAMILY SUBDIVISION LOT DESIGN STANDARDS:

It is the intent of these criteria to minimize surface and visual impact from the development of single family lots and to restrict dwelling placement, height, size and design so as to provide for unobtrusive, attractive dwellings in harmony and proportion with their surroundings.

The following parameters are being approved out of consideration for the environment, to allow for clustering of single family dwellings and larger open space areas, and to achieve aesthetic variation within the project. Applications for Preliminary and Final Approval of Subdivisions containing Single Family Lots will be approved if they demonstrate compliance with the following standards:

Lot Size: The minimum Lot size will be at least 10,000 Square Feet

Limits of Disturbance: Within each Lot, the Preliminary Plan and Final Plat must designate and show an area within each lot where grading and vegetation removal is allowed and where the dwelling and all improvements must be sited. Outside of the Limits of Disturbance only approved above-ground thinning of existing vegetation or spot planting, and the reasonable and necessary placement of utility service lines to the Lot may occur. The Limits of Disturbance Area will be shown on the Final Plat and

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varies from lot to lot to protect vegetation, drainage, and areas of steep slope.

Maximum Dwelling Coverage: Within each Lot, the Preliminary and Final Plat must designate the maximum size of allowable structures in plan view, including eaves, overhangs, and outbuildings, which may be constructed on the Lot. This is not the Floor Area, but the area of Lot coverage. The Maximum Dwelling Coverages and Maximum Dwelling Sizes shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Impervious Area: Within each Lot, the Preliminary and Final Plat must designate the maximum area of impervious surface allowed on a lot in addition to the Dwelling Coverage, including driveways, concrete slabs, walkways, steps and other surfaces impervious to water. The coverages shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Total Floor Area: Within each Lot, the Preliminary and Final Plat must designate the maximum Floor Area as defined by the Uniform Building Code, which does not include garages. The Maximum Floor Areas shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Garage Area: Each Lot must contain a garage. The maximum allowable garage shall be 600 square feet per dwelling. Larger garage areas will be counted against the total Allowable Floor Area of the Dwelling.

Maximum Irrigated Landscape Area: The Preliminary and Final Plats for each Single Family Subdivision must show the maximum allowable irrigated area for each Lot. The irrigated area is that portion of the Lot which may be irrigated or planted in non-native plants using additional water. The actual irrigated area will be shown on the final plat, but will average 1,600 square feet on each Lot. Some drip irrigation of native and drought resistant plants may be done beyond this limitation. Notwithstanding any of the foregoing, the Telemark Park Resort Special Services District will establish water rate schedules penalizing excessive landscape watering.

Upper Story Restriction: Succeeding or higher stories of a dwelling must be no larger than 75% of the next lower story if that lower story is 50% or more above natural grade. In split-level designs such ratio is by reference to the floor directly below as opposed to the half-story.

Initial Construction Limitation: Initial Construction, defined as any construction occurring within 24 months of approval of a single family dwelling, shall not exceed 90% of the allowable maximum Dwelling Coverage or Floor Area. Subsequent approved construction may not exceed the maximum allowed.

Master Association Architectural Control Committee: Notwithstanding any of the foregoing, the Master Association Architectural Control Committee must approve all planned construction prior to any alteration of existing site conditions. The Telemark Park Resort Architectural Guidelines shall define this procedure, which regulates architecture, landscaping, siting, vegetation removal, thinning for firebreak, stormwater discharge and environmental guidelines. The standards and regulations of this Density Determination will be incorporated into the Subdivision Covenants, Conditions, and Restrictions for each Subdivision.

SINGLE FAMILY LOT COVERAGE TABLES

Lot Area Dwelling Increment (square feet)	Coverage Factor for Increment	Maximum Coverage in Square Feet	Total Coverage in Square Feet
For the first 11,000 sq. ft.	26% coverage	up to 2860	up to 2860
For the next 11,000 sq. ft. (11,001-22,000)	18% coverage	up to an additional 1980 sq. ft.	up to 4840
For the next 11,000 sq. ft. (22,001-33,000)	8% coverage	up to an additional 880 sq. ft.	up to 5720
For the next 11,000 sq. ft. (33,001-44,000)	4% coverage	up to an additional 440 sq. ft.	up to 6160
For Area above 44,001 sq. ft	3%		

As an example of using the above Table, consider a 15,000 square foot lot: the Total Dwelling Coverage would be computed as follows: For the first 11,000 square foot of Lot area, a coverage of 26% applies. For the Lot Area above 11,001, a coverage factor of 18% applies. 26% of 11,000 = 2860 + 18% of 4000 (15,000 - 11,000) = 720 for a total of 3580 square feet.

MAXIMUM SINGLE FAMILY LOT "OTHER IMPERVIOUS" COVERAGE GUIDELINES:

lot area increments (sq ft)	maximum other coverage %	maximum other coverage (sq ft)	maximum total other coverage (sq ft)
up to 11,000	15.0%	1650	1650
11,001-22,000	10.0 %	1100	2750
22,001-33,000	5.0%	550	3300
33,001-44,000	2.5 %	275	3575
44,001 +	2.0 %		

As an example of using the above Table, consider a 15,000 square foot lot: the total other coverage would be 15% of 11,000 = 1650 + 10% of 4000 (15,000 - 11,000) = 400 for a total of 2050 square feet.

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CUMULATIVE MAXIMUM SINGLE FAMILY LOT "TOTAL IMPERVIOUS" COVERAGE GUIDELINES: ("DWELLING" COVERAGE + "OTHER IMPERVIOUS" COVERAGE)

lot area increments (sq ft)	total dwelling coverage (sq ft)	total other coverage (sq ft)	total impervious coverage (sq ft)
up to 11,000	2860	1650	4510
11,001-22,000	4840	2750	7590
22,001-33,000	5720	3300	9020
33,001-44,000	6160	3575	9735
44,001 +			

As an example of using the above Table, consider a 15,000 square foot lot: the total impervious coverage would be the total of 3580 sq ft computed above and 2050 sq ft computed above for a total of 5630 square feet.

MAXIMUM SINGLE FAMILY LOT "FLOOR AREA" GUIDELINES:

lot area increments (sq ft)	maximum total floor area %	maximum total floor area (sq ft)	maximum total floor area (sq ft)
up to 11,000	45%	4950	4950
11,001-22,000	30%	3300	8250
22,001-33,000	15%	1650	9900
33,001-44,000	8%	880	10780
44,001 +	4%		

As an example of using the above Table, consider a 15,000 square foot lot: the total floor area would be 45% of 11,000 = 4950 + 30% of 4000 (15,000 - 11,000) = 1200 for a total of 6150 square feet.

F. COMBINATION OF LOTS

At Preliminary Plan submittal developer may reduce the total number of lots within a neighborhood by combination of lots. The resulting larger lots shall be allowed construction according to the formula in Tables above. In no event shall the foregoing allow developer to increase the total area of single family development or to increase the number of lots or total allowed construction.

Preliminary Plans for the first single family lots in the project shall contain, in form satisfactory to the County, Covenants for single family neighborhoods which contain provisions that:

Adjoining Lots may be combined if owned by one party. The

resulting parcel shall be treated as one lot for all further purposes and such combination shall be deemed permanent. No lots, once combined, may be subdivided. The owner shall be required to file a Notice of Combination with the Master Association which shall record such notice with the County Recorder prior to commencement of construction. (The ownership of adjoining Lots is not, by itself, evidence of combination or intent to combine, and combination is not deemed to have occurred unless and until a Notice of Combination has been recorded, or a structure built which crosses the common Lot boundary line.)

The resulting larger lot shall be allowed coverage, impervious area and dwelling size according to the tables preceding as 1 lot, not the sum of the allowed areas prior to combination.

The limits of disturbance area shall be revised by applying the ratio between the dwelling size allowed on the largest uncombined lot to the combined dwelling size allowed to the area of disturbance on the largest uncombined lot. The configuration of such area must meet all applicable setbacks and shall be subject to discretionary review by the Master Association Architectural Control Committee. Committee may disapprove the limits of disturbance based upon visual impact, vegetation impact and neighborhood compatibility. The Committee shall consider and rule upon such combinations prior to purchase if so requested.

Assessments by the Master Association shall be based upon a minimum per lot and an additional amount ratable to dwelling size, combined lots to be assessed as one (1) lot. No combination of Lots shall have the effect of increasing the assessment applicable to other Lots in the Subdivision which were not combined.

Dwellings in excess of 20,000 square feet of floor area must be approved by the Planning Commission on an individual basis.

G. SPECIAL GUIDELINES FOR TELEMARK HOLLOW LOT:

The Lot shown on the Concept Plan as the Telemark Hollow Single Family shall be subject to the following additional guidelines:

Driveway: The driveway shall be limited to 16' of graded width and 10' of pavement width. The limits of disturbance shall not exceed 32' feet measured horizontally.

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Dwelling Height: The dwelling shall not break ridgeline as viewed from Jordanelle State Park Hailstone Marina Visitors Center by more than 12' and shall not exceed 24' from natural grade at any point.

Site Plan for limits of disturbance and driveway shall be submitted with final plan and be subject to discretionary review by County. Revegetation of all site cuts and fills shall conform to regulations established in Section VI, Sub-Sections L and M.

H. BUILDING HEIGHT.

Unless otherwise stated in regard to specific buildings or building locations, the following height standards shall apply within the Telemark Park Resort. Height is restricted on a neighborhood by neighborhood basis. Maximum height refers to the highest peak or ridge as measured vertically from natural grade at that point. Natural grade is defined as a plane formed by the corners of the dwelling prior to any excavation. The height regulations for specific sites are as follows:

(1) Lodge Condos at Village Center: Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside walls), with the top level being partly located in the roof structure. The top level shall not cover more that 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

(2) Commercial at Village Center: is to be contained within the Lodge Condo configuration.

(3) Little Baldy Ski Academy: Height shall be measured from finish grade at midpoint of building and shall not exceed 45 feet in height.

(4) Slalom Stadium: Height and capacity must be approved by county planner at preliminary plan submittal prior to final approval and construction.

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(5) Telemark Hollow Cottages: Height shall be measured from natural grade and shall not exceed 28 feet.

(6) Roosevelt Gap Lodge: Height shall be determined from an on-site balloon flying to determine maximum height allowable yet not be visually obtrusive from the Deer Valley Plaza parking area. Maximum elevation of building is provisionally determined to be 7466 at roof peak until balloon flight and acceptance of height determination by County Planner.

(7) Little Baldy Village and St. Louis Village: Height shall be measured from the natural grade at midpoint of each building. The maximum height shall be 38 feet to midpoint of roof.

(8) Snowtop: The maximum height of these dwellings shall be 24' for perimeter lots, defined as the outer row of 1 lot depth on the southwest, south and east sides of the neighborhood, and 28 feet for all other lots, as measured from natural grade at any point in the dwelling.

(9) Single Family and Duplex Units: The maximum height of these buildings shall be 28 feet, except in certain areas where it shall be 24', as measured from designated natural grade at any point in the dwelling.

I. STANDARDS INCORPORATED INTO RECORDED COVENANTS.

The recorded covenants governing each portion of the Development shall establish specific guidelines, consistent with these standards, and reasonably acceptable to the County for final siting of buildings and roads; building bulk, form and height limitations; building materials, colors and textures; and building orientations for maximum solar access and energy conservation purposes. The Design Guidelines attached as Exhibit C will also be incorporated into the master Declaration Covenants, Conditions, and Restrictions for the Telemark Park Resort.

J. HANDICAPPED/ELDERLY ACCESS.

Access for the handicapped must be provided in all buildings open to or used by the general public.

K. PARKING AND LOADING REQUIREMENTS.

(1) General Parking Design Considerations. Each development site is required to provide its own parking, which shall be

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under the control and ownership of the owners of that development site. All parking spaces shall be located on the same parcel as the building or use for which they are required. The Master Association Covenants, Conditions and Restrictions, or where appropriate, the neighborhood or condominium covenants shall address parking and include the following limitations:

No parking spaces shall be located within the setback area of a parcel boundary.

There shall be no parking of commercial vehicles with three or more axles in residential and accommodation parcels.

Service bays within the building or parking structure shall provide for maneuvering of service vehicles.

Underground parking clearance shall be a minimum of 8 feet high to accommodate vans and vehicles with ski racks. Driveways shall not exceed 15%, but should generally have a slope of less than 6%.

(2) Parking For Residential Uses.

Parking for residential uses is based on the size of the residential structure, as shown on the following table:

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Parking Required for Residential Uses

unit type	number of bedrooms	number of covered spaces	total number off-street spaces
sf	1-5	2	4
sf	6	2	5
sf	7+	3	6+*
ac	1	1	1
ac	2	1	2
ac	3	1	2
ac	4+	2	3+*
lc	1-2	1	1
lc	3-4	2	2
lc	4+	2+*	2+*
th/c	1-2	2	2
th/c	3-4	2	4
th/c	4+	2	4+*

* where asterisked, one additional space for each two additional bedrooms

if housing unit sizes increase (in number of bedrooms) over proposals of the Application, the number of parking spaces shall increase in compliance with Section IV.K.2.a. Residential Parking above.

(3) Parking for Commercial Uses.

Parking for commercial buildings and uses shall be provided in the ratio of 5 spaces per 1000 square feet of commercial building area, which includes employee parking requirements.

(4) Parking for Recreational Uses.

Fifty (50) parking spaces shall be provided for the Alpine Ski Facility. Twenty (20) parking spaces shall be provided for the Trailhead serving Nordic skiing and summer trail use.

(5) Ski Academy Parking.

Ski Academy parking shall be provided in the ratio of 5 spaces per 1000 square feet of habitable building area, which includes employee parking requirements.

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L. SITE PREPARATION, GRADING, AND RE-VEGETATION.

Prior to any construction or the issuance of any building permit, Developer shall comply with the following conditions:

(1) Geological Reconnaissance and Geotechnical Analysis.

The Report by Dames and Moore entitled Engineering Geology Reconnaissance and Geotechnical Study Telemark Park Proposed Development, dated December, 1988 and Amended July 13, 1989, is incorporated herein by reference. The recommendations of the above report are incorporated herein as conditions of this approval.

Notwithstanding the foregoing, Preliminary Plans shall be subject to site specific geotechnical review by the County and its consultants. Such plans shall show all proposed grading, cuts and fills.

Notwithstanding the foregoing, any building permits applied for in Telemark Park Resort shall conform to the specific geotechnical recommendations established for that site during Preliminary Review, and, in the absence of such recommendations shall be required to obtain such a site specific report.

(2) Site Preparation: Building Areas, and Trails.

The outlines of areas of site work shall be staked prior to beginning site clearing, grubbing or grading. All work areas shall be flagged including, but not limited to, access roads, storage areas, trails, buildings, utility corridors, road rights-of-way, building areas, and construction roads. Trees and vegetated areas which are within the defined areas and which are to be protected shall be encircled with snow fencing or other barriers of sufficient durability to last through a construction period. The County shall inspect and approve areas of site work prior to construction.

Methods of disposal of vegetative materials shall be approved by the County prior to any site work.

Stripped and stocked topsoil shall be seeded or protected by other erosion control methods acceptable to the County upon the earlier of: (i) 30 days after a stockpile is completed; or (ii) immediately, if a stockpile is completed between August 15th and the following May 1st.

A clearing, grubbing and grading specification which describes all operations, including, but not limited to, depth of root removal, dust control, temporary surface drainage

controls, seasonal phasing, and haul routes, shall be approved by the County prior to any site work.

Site clearing, grubbing and grading shall be phased according to County approved construction schedules.

(3) Site Grading, Drainage, and Erosion Control and Revegetation.

In order to minimize site disturbance, roadbeds shall be graded and stabilized prior to other site preparation.

Excavation or the extension of fill beyond the boundary of Disturbed Area is prohibited. Foundation construction shall be accomplished with precise cuts and fills.

Dust control measures approved by the County for work on-site and for haulage off-site shall be instituted to minimize fugitive dust problems.

Damage to trunks and roots of trees that are to be saved and soil compaction to root systems of such trees shall be avoided. Cuts, or fills over root zones of plants that are to be saved shall be avoided . Grading shall not be permitted within six feet of trees that are to be saved.

Utility lines shall be installed within road rights-of-way, under future trails, paths, or ski runs, or in areas otherwise unavoidably disturbed by construction. Trenches for utilities shall not be dug within the drip lines of trees that are to be preserved. If it is found absolutely necessary to route utility lines through undisturbed areas, the location of such lines shall require the advance approval of the County. If so approved, such areas shall be regraded after proper compaction of trenches and re-vegetated with native plant materials; seeded areas shall be protected with crimped straw, aspen mats or with another method approved by the County for erosion control.

Drainage diversions and structures shall be installed prior to any site disturbance in an affected drainage.

Graded surfaces shall not be left unprotected through the winter. All such surfaces shall be hydro-mulched or protected with crimped straw, aspen mats or with another method approved by the County. All disturbed slopes of 30% or greater longer than 12' as measured perpendicular to the contour shall be protected by dikes or perimeter diversions of a type, size, and location approved by the County.

In order to prevent loss of natural vegetation, the County may require installation of retaining structures where

the vertical differential at centerline of the finished road profile grade and the natural grade exceeds 25 feet. All retaining walls and structures proposed in the Application or other wise required by the County shall be constructed by Developer.

In order to protect natural vegetation and to minimize erosion, the horizontal cross section of the roadway limits of disturbance in excess of 100 feet shall require the approval of the County Planner.

All retaining structures proposed in the application or otherwise required by the County shall be the responsibility of and constructed by the Developer.

(4) Grading confined within parcel boundary.

All grading requirements of each development must be resolved within the property boundary.

Cuts and fills should be minimized and blended into the existing terrain.

No retaining walls shall exceed 10' in height without a step or horizontal break of at least 3'. Timber retaining walls are discouraged.

Slopes of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote re-vegetation opportunities.

Maximum allowable slope shall be 2:1 (3:1 for mowable grass areas) unless stamped site specific geotechnical analysis allows steeper slopes.

The tops of cut slopes shall be rounded so as to blend with natural grade.

M. REVEGETATION & EROSION CONTROL POLICIES.

Preliminary Plans shall be required to show specific revegetation and erosion control plans for all disturbed areas within the Project. Such plans shall conform to the following minimum standards:

(1) Plant Materials & Application:

Plant materials shall be native to the area or adapted to non-irrigated conditions for the area planted. Seed mixes shall be varied for slope, aspect and soil type & cover. Seed mixes shall contain a minimum of 4 approved grass species and 2 approved legumes. Revegetation methods shall include an

application of approved seed mix on a prepared surface at a minimum of 30 lbs/acre PLS, with an organic mulch applied at a minimum of 2,000 lbs/acre.

(2) Revegetation of Ski Runs, Cut & Fill Slopes & Non-Irrigated Landscape:

Where disturbed, ski runs shall be revegetated to a minimum hydrologic cover of 50% within 3 growing seasons. Cut & fill slopes shall be revegetated to a minimum 30% hydrologic cover within 3 growing seasons except where the County approves a rock surface. Ski runs shall be revegetated with grass and herbaceous plants as opposed to shrubs, trees and woody species. Cut and fill slopes shall be seeded with grasses and legumes, but may also include shrubs, trees and woody species. Disturbed areas shall not be allowed to remain over winter, and shall be treated with seed and mulch within 8 weeks of disturbance or 4 weeks of finish grading. Preliminary Plans shall show revegetation plans and Final Plans shall show construction detail.

(3) Erosion Control:

Erosion shall be controlled in the long term by revegetation and permanent conveyance and detention structures. During construction and prior to the establishment of vegetation, erosion and sedimentation shall be controlled by means of silt fencing, straw bales, the construction of water bars directing sheet runoff into non-disturbed areas at regular intervals and the application of mulches and erosion control blankets as soon as possible after disturbance. Preliminary Plans shall show erosion control design, and Final Plans shall Show construction detail for such measures.

(4) Site Drainage:

The heavy snowfalls in the Telemark Park Resort area require special attention to drainage.

Preliminary plans shall be required to indicate how storm discharge from each parcel and any related improvements is directed so as to conform to the requirements of the Hansen Allen Luce Telemark Park Surface Water Runoff Control Conceptual Level Master Plan of December 1989. Such plans shall be subject to further review by Wasatch County for conformance to County Requirements.

Runoff from impervious surfaces such as roofs and pavement areas shall be collected and directed to drains.

Positive drainage of all public and private plaza and walkways is required. Drains should be full catch basins or trench drains. Balcony floor type drains are not acceptable.

VII. EMPLOYEE HOUSING

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots platted within the project, up to a maximum of 16 such units. Employee housing units are defined as units held permanently for rental on a monthly basis. Such units shall not be sold individually or converted to condominiums. Such units shall be approximately 1,000 square feet, must be located within the project, and must conform to all other requirements for residential construction in Telemark Park Resort.

Until such time that 16 such units have been constructed, Developer shall be required to show on each preliminary plan submission, the provision of one such unit for each 32 dwelling units.

VIII. RECREATION AMENITIES, OPEN SPACE, AND COMMON AREA MANAGEMENT

Within the Telemark Park Resort property there are a number of areas that have been reserved as Open Space Areas under this Density Determination. The management and ownership of these open space areas is an important consideration in the overall Density Determination, and is viewed as an essential amenity to the development sites. The following policies and regulations will apply to the use, ownership, and management of the open space areas:

A. OPEN SPACE OWNERSHIP.

(1) Forest & Woodland Preserve (F&WP):

Forest and Woodland Preserve shall be master common area owned by the Telemark Park Resort Master Association.

(2) District Roadways (RRW):

All district roadways shall be owned by the Telemark Park Resort Special Services District.

(3) Recreation and Forest Conservation:

Title to R&FC lands may be retained by Developer or conveyed to the Ski Academy, the Master Association or other parties capable of assuming the responsibilities attached thereto.

(4) Public Access:

Common areas within Telemark Park Resort will be private. The developer and the Master Association may allow public access to Recreation Amenities and may charge for such use. Such charges may have a differential between Master Association Members, Wasatch County Residents and the general public, but shall not otherwise discriminate against members of the general public. The common areas are not dedicated to the public.

(5) Open Space Covenant:

At the first Plat Approval or building permit, the Developer must record an open space covenant preserving open space areas from non-open space uses.

B. RECREATION AMENITIES.

(1) Recreation Amenities Defined:

The Recreation Amenity Exhibit, 1" = 200', dated July, 1991, is incorporated by this reference. Recreation Amenities shall be constructed in general conformance to the Exhibit in terms of location, dimensions and limits of disturbance. Specifications for Trails are contained on the referenced exhibit. Fixed structures shall be designed at Final Plan approval and may vary in terms of footprint, but shall conform to the Architectural Guidelines set out for the project. Variation from the exhibit shall be subject to approval by the County Planner, and may be denied if found to be inconsistent with the intent of this approval.

(2) Conformance to standards:

The development of all skier and other recreation amenities shall conform to:

Any inter-resort agreements for operations, maintenance, and construction.

AASHTO bridge construction and specifications.

Alpine Ski Facilities:

1 Ski Run not to exceed 5 acres total area.

1 Surface Ski Tow not to exceed 1100 ft length.

(b) Phase 1 Recreation Amenities:

Phase 1 Recreation Amenities shall be constructed or bonded for prior to the first plat approval or building permit issued.

Alpine Ski Facilities:

1 Detachable Platter Surface Tow, approximately 2,200 ft. length, approximately 750 skiers/hour @ 600 ft./minute.

4 Ski Runs, identified as Wedelin, Arlberg, Christiana and Game Trail on Master Plan. Approximately 20 skiable acres.

Snowmaking facilities adequate to cover 10 Acres.

25 Off-street parking spaces

Restroom facilities capable of serving 150 SAOT

Trails/Nordic Ski Facilities:

3 Miles of machine groomable Super Trail

3 Miles of Single Track Trail

12 Off-street parking spaces

Trailhead warming hut

(c) Phase 2 Recreational Amenities:

Phase 2 Recreational Amenities shall be constructed or bonded for prior to the platting of or the issuance of building permits for more than 50% of the residential units in the project.

Alpine Ski Facilities:

1 Double Chair Lift, approximately 3,400 ft. length, approximately 1200 skiers/hour @ 475 ft./minute.

4 Additional ski runs, 30 additional net skiable acres (8 total, 50 total acres).

20 Additional acres snowmaking (30 Total).

25 Additional off-street parking spaces (50 Total).

Restroom facilities capable of handling 500 SAOT.

Trails/Nordic Ski Facilities:

2 Additional miles machine groomable super trail (5 Total).

8 Additional off street parking spaces (20 Total).

Trailhead shop, 600 s.f. minimum.

Tennis Courts:

2 Regulation tennis courts @ Village Center.

(d) Optional Recreation Amenities:

Optional Recreation Amenities may be constructed by Developer, but shall not be required.

Alpine Ski Facilities:

20 Additional Acres Snowmaking (50 Total)

Spectator seating and parking for Special Events (subject to approval by County).

Trails/Nordic Ski Facilities:

3 Additional miles Super Trail (8 Total).

5 Additional Miles Single Track Trail (8 Total).

Additional commercial space @ Trailhead, up to 2,000 s.f..

Teahouse Restaurant and Trail Stations, up to 3,000 s.f..

Nordic Ski Jumps (subject to approval by County).

Sports/Fitness & Swimming:

Swimming Pool at Village Center

Sports/Fitness Center @ Village Center (to be deducted from approved commercial space).

(e) Association Common Area Recreation Facilities:

At Preliminary Plan Developer may apply, or after construction individual homeowners associations may apply to the County and the Master Association Architectural Control Committee for right to construct common area amenities such as tot lots, picnic facilities, single tennis courts, hot tubs, small pools, game areas etc.. Such facilities must be located within the common area of said Association, may not encroach upon Master Association Open Space and may be denied due to visual impact, environmental impact, or neighborhood incompatibility.

4. Recreation Amenity Ownership & Operation:

(a) Developer Primary Owner & Operator:

The Developer shall have primary ownership of and operating responsibility for major amenities. Developer may retain ownership to such amenities and operate them as for-profit businesses. The Maintenance Agreement will define methods by which ownership and operating responsibilities may be transferred to parties willing and capable of assuming the responsibilities attached thereto.

(b) Master Association May Own and Operate.

According to terms defined in the Maintenance Agreement the Master Association may be invited to operate and may receive title to some or all recreation amenities. The Master Association may elect not to operate such amenities, in which case the Abandonment Bonds shall be used to restore and/or stabilize the improvements. Under certain circumstances described in the Maintenance Agreement, the Master Association may not decline title to the R&FC lands.

(c) Recreation and Forest Conservation Lands:

Those lands shown on the Land Use Exhibit as Recreation and Forest Commercial shall be owned by the developer, the Master Association or other operator of the recreation amenities connected thereto. The parcels shown on the referenced exhibit may not be further divided or converted to other uses.

(d) Alpine Ski Facilities:

Alpine Ski Facilities, including the R&FC parcels to which they are attached, shall be owned by the Developer, Master Association or Operator of the facility as defined in the Maintenance Agreement. Owner may lease such facilities to a Concessionaire as defined in the Maintenance Agreement.

(e) Trails/Nordic Ski Facilities:

Trails and Nordic Ski Facilities, which include the R&FC parcels so designated as well as the Trail Easements over F&WP lands, shall be owned by the Developer, Master Association or Operator of such facilities as defined in the Maintenance Agreement. Owner may lease such facilities to Concessionaires as defined in the Maintenance Agreement.

(f) Other Recreation Amenities:

Individual Homeowner Associations shall own and operate all amenities located within their Common Area. Village Center Sports/Fitness, Swimming & Tennis facilities shall be owned and operated in the same fashion as the Ski Amenities.

(5.) Access to Recreation Amenities:

Homeowners, Residents and Guests of Telemark Park Resort shall enjoy access to all Recreation Amenities, but may be charged by the Owner or Operator of such amenities at rates no greater than those charged the general public. Developer or owner of such amenities shall be free to enter into agreements with the Master Association for special rates and access arrangements to such Amenities, and may exclude the general public or charge the general public higher rates. Such agreements may include payment of all fees by Master Association, and access to Homeowners, Residents and Guests controlled by the Master Association. Notwithstanding any of the foregoing, no method of exclusion shall be implemented which shall deny access at fair market rates to Homeowners, Residents and Guests of Telemark Park Resort. This shall not preclude the closure of specific trails from time to time for the pusposes of the Ski Academy and its realted uses for training, special events, as reasonably necessary or convenient for the purposes of the Academy.

(6.) Pre-Development Recreation:

Developer shall have the right to construct and operate the Recreation Amenities inventoried in Paragraph B.3(a) of this Section prior to application for preliminary approval or plat approval for the first phase of the Project, subject to the following conditions:

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(a) Developer shall submit a Pre-Development Water Quality Plan for review and approval by the County's water quality consultants. County's consultants must review and approve plans for conformity to Telemark Park Resort Water Quality Control plan and non-degradation of off site water quality.

(b) Developer shall submit plans at 100 scale or better to the county showing: proposed construction, proposed limits of disturbance, proposed construction methods, proposed erosion control and revegetation, estimated cost of improvements, estimated cost of abandonment and bond or letter of credit for amount in excess of existing out of pocket fund. Such plans shall be subject to approval by the County Planner and Building Official, and staking shall be subject to inspection for conformance to plans prior to construction.

(c) Pursuant to such approval, Developer may apply for permits to operate a Nordic Skiing and Mountain Biking operation as a business with advertising to the general public.

(d) Developer is specifically prohibited from operating Alpine Skiing except on a private, non-advertised or club basis prior to Preliminary Approval.

(e) Developer must meet all other County and State requirements for any such operation, including health requirements. Sewage must be totally contained, must be handled by licensed waste operators, and may not be disposed of on site. It is contemplated that sewage would be handled by chemical toilet only.

(f) Warming Huts must be portable and may not exceed a total of three and total square footage of 400 feet.

(7.) Recreation Amenities Abandonment Plans & Bonds.

Final Plans shall contain abandonment plans for any recreation amenities proposed addressing steps and costs necessary to restore and stabilize the site to a nondegrading condition in the event that the recreation amenity is abandoned.

Excepting Pre-Development Recreation, Abandonment Bonds shall be posted prior to the construction of Recreation Amenities. The administration of such bonds shall be provided for in the Maintenance Agreement.

IX. MAINTENANCE AND ADMINISTRATION

A. MAINTENANCE AGREEMENT.

On or before the approval of the first plat or the issuance of the first building permit, with the exception of Pre-Development Recreation, Developer, Master Association and Special Services District shall execute and record, in form and substance satisfactory to the County, a Maintenance Agreement satisfying or containing each of the following:

(1) Each beneficiary, mortgagee, lienholder or other owner of interest in the property, of record as of the recording date of said Agreement, shall execute an agreement subordinating their interest to the Maintenance Agreement.

(2) Provisions for Maintenance and Abandonment Bonds which shall be posted by Developer in conformance to Maintenance and Abandonment Plans, and shall cover Recreation Amenities, Stormwater Conveyance and Water Quality Facilities.

(3) An Open Space Preservation Agreement covering the Forest and Woodland Preserve areas of the Property.

(4) Provisions for the operation and maintenance of the Recreation Amenities inventoried in Section VIII, in conformance to the following terms:

Developer or assigns shall operate and maintain the Amenities or lease them to entities capable of doing so.

In the event that Developer declines to operate any or all amenities, such failure shall be deemed an invitation to the Master Association to operate and maintain said amenities.

The Master Association shall have the right to choose not to operate said amenities, in which case the Developer shall be responsible to dissemble and restore said amenities to safe, stable conditions requiring no further maintenance. In the event that Developer fails to make such Restoration, the Abandonment Bonds shall be made available to the Master Association for such abandonment.

Nothing herein shall be construed to alter or displace the right of Developer to operate the Recreation Amenities, provided, however, that should Developer desire to resume operation of said Amenities after a period of operation by the Association it shall be

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required to give 30 days notice, to reimburse the Association for any costs in excess of receipts which it incurred during such operation, plus a fair interest rate from the dates of such expenses.

The Recreation Amenity Operation Rights shall run with the land. Provisions shall be made in the Maintenance Agreement to prevent the enforcement of liens, mortgages, deeds of trust or other obligations of Developer from damaging, removing or dismantling Recreation Amenities (including but not limited to Ski Lifts).

(5) Recreation Amenity Abandonment Bonds:

The Maintenance Agreement shall contain provisions governing the administration of Abandonment Bonds. Abandonment Bonds are described in Section VIII.

(6) Water Quality Maintenance:

The Maintenance Agreement shall have provisions for the operation and maintenance of Stormwater Conveyance and Water Quality facilities:

After construction, three years of operation and inspection, Special Services District shall accept permanent maintenance and operation of such facilities.

Following construction, such facilities shall be inspected annually for a period of three years, after which they shall be inspected at five year intervals. Such inspection shall be defined in the Maintenance Agreement to the satisfaction of the County's Water Quality Consultant.

In the absence of seasonal or perennial streams discharging from the Property, Water Quality shall be monitored as follows:

At the outlet of the lowest detention basin, or above the Telemark Hollow culvert at U.S. Highway 40, whichever of the following measures is considered most reliable by County's water quality consultant shall be installed: Either a device capable of collecting water quality samples during storm events, which samples must be collected within 24 hours of an event, or a monitor connected to offices and caretaker dwelling which would signal the issuance of water from the detention basin so as to notify personnel to collect such samples on a 24 hour basis.

B. LEGAL STRUCTURE OF THE DEVELOPMENT.

(1) Developer's Responsibilities.

The Developer is defined as the Applicant or Applicant's assigns or successors in the surface estate of the Property. The Developer shall bear primary responsibility for conformance to the conditions in this Approval, for construction of all improvements as shall be required under Preliminary and Final Approvals, for the posting of all required bonds and securities, for the construction of Recreational Amenities in accordance with Section VIII of this approval and for such other requirements as may be imposed by Preliminary and Final Approvals.

(2) Telemark Park Resort Special Services District.

Wasatch County will assist and participate in the creation of a Special Services District (or districts) to be organized in conformance with appropriate Utah law to own, operate and maintain the water system and water rights, sanitary sewer collection and conveyance facilities, stormwater conveyance and water quality facilities, all non-county roads and right of ways and such other services and facilities as may be appropriate and permitted by applicable law.

(3) Telemark Park Resort Master Association.

A Utah non-profit corporation shall be organized in accordance with the Development Code as an owners association to own, operate and maintain all Master Common Area, to enforce the Covenants, Conditions & Restrictions, to enforce the Architectural & Environmental Guidelines and, if it chooses, certain Recreation Amenities. The Master Association must be constituted in a manner satisfactory to the County in the following respects:

(a) The Master Association must have the power to assess members of the association to carry out its necessary and intended purposes.

(b) Assessments and voting rights must be reasonable and fair, it must be bound by the maintenance agreement, its assessment liens must take precedence over all other liens excepting governmental entities, and it shall be governed by a fairly elected Board of Trustees.

(4) Sub-Associations.

Individual Condominiums, Lodges and/or neighborhoods may organize non-profit corporations or condominium owners associations under Utah law to own, operate & maintain sub--common area and enforce sub-covenants within certain areas. In the case of condominium ownership, an association of condominium owners will be formed as required by applicable law to govern the common areas of the condominium.

(5) Sale of Development Parcels.

It is anticipated that Applicant may, from time to time, sell some of the Development Parcels to third party Developers. The sale of development parcels within the Resort can occur only pursuant to approved Preliminary Plans and shall not relieve Developer of any responsibilities conditioned in this approval. Such parcels shall be entitled to rely upon the Density Determination and other development standards contained in this Order, provided that they will remain subject to final plan and review and all other Conditions of this approval. The owner of such Parcels shall become the Developer of that parcel, but shall not be the Developer of the Resort as defined hereunder. The conditions imposed and rights conferred by this Order are intended to run with the land.

C. OTHER APPLICABLE LAWS.

All additional applicable state and federal laws and regulations shall also apply to this project.

X. DURATION OF APPROVAL

The County's Development Code, has been amended November 21, 1984 to allow planned Recreation Developments to obtain a Density Determination that would last longer than two years. The amendments were approved November 21, 1984 and became effective with the publication date of December 4, 1986. The following are the ordinance changes made effective December 4, 1986:

1. Insert the following at the end of Section 9.3.C.2. (entitled "scope"):

Determining density standards applicable to a proposed development in accordance with the procedures set forth herein is in the nature of specifying the density characteristic of the zoning applicable to the property in such proposed development and is not in the

nature of granting approval of the proposed development itself or any part thereof. Approval to proceed with any portion of the proposed development is granted only as a plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Except as expressly set forth therein or in the density standards established for a proposed development, all County ordinances, resolutions, rules, regulations, impact and development fees, and other charges shall apply to any portion of a proposed development as they exist at the time the plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Once density standards applicable to a proposed development are established in accordance with the procedures set forth herein, and unless and until such standards are amended, suspended, or terminated in accordance with Section 9.3.C.7. thereof, (all design, engineering, construction, and development activities relating to the proposed development shall be in strict accordance with the Density Data for the proposed Development (and all of the designs, plans, plats, drawings, representations, requirements, terms, and provisions contained therein) as modified, conditioned, revised, or refined in accordance with the County Commission's findings and order establishing the density standards for the proposed development.)

2. Replace Section 9.3.C.i. (entitled "Step 9") with the following:

Step 9: Within thirty (30) days following the posting of the County Commission's findings and order, the developer shall prepare and cause to be recorded a form of Notice of Density Standards (satisfactory in form and substance to the County Attorney) containing (i) a property description of all parcels included in the proposed development with sufficient accuracy to enable proper recording and abstracting (ii) an incorporation by reference of all the conditions, restrictions, requirements, limitations, terms and provisions of said findings and order and a general summary thereof; (iii) the names and addresses of representatives of developer and County who can be contacted concerning the density standards; (iv) notice of any stipulations of the developer submitted to the County concerning the density standards and the fact that the density standards and any such stipulations bind present and future owners and mortgagees of any part of the proposed development; (v) such other matters as the Planning Commission staff and/or the developer deem to be appropriate or helpful; and (vi) the acknowledged signatures of all Owners of any

part of the proposed development. A draft of said notice prepared by the developer and a preliminary title report and color coded map reflecting the location and description of each parcel comprising a part of the proposed development shall be delivered by the developer to the Planning Commission staff at least two (2) weeks prior to the end of said thirty (30) day period. In the event the developer fails or refuses to prepare such Notice the County may prepare such Notice and cause it to be recorded at the developers expense and without the Signatures of such Owners. Such Notice shall be recorded to give notice to all persons now or hereafter interested in the proposed development. Upon completion of the foregoing Steps 1 through 8 and this Step 9, the developer shall proceed as set forth in Steps 3 through 21 of Paragraph 9.1.D.

3. Insert the following new Section 9.3.C.7.:

Amendment, Suspension, or Termination of Density Standards: Following the establishment of density standards for a proposed development in accordance with Paragraph 9.3.C., such density standards shall remain applicable to and shall bind all real property comprising a part of such proposed development as a portion of the zoning requirements for such property unless and until amended, suspended, or terminated in accordance with one or more of the following paragraphs a, b, and c.

a. **Amendment, suspension, or termination of density standards proposed by developer.** The density standards proposed for a particular development may be amended, suspended, or terminated by the developer again proceeding in accordance with Steps 1 through 9 of Paragraph 9.3.C. Any density data filed in an effort to seek such amendment, suspension, or termination shall contain title evidence satisfactory to the County disclosing all Owners of any portions of the development subject to the initial density standards, shall contain a written request for such amendment, suspension, or termination signed by all Owners of, and lien holders upon all portions of the development for which a final plat or plats have not therefore been recorded, or for which building permits have not been issued and all construction under such permits completed, and may rely upon those portions of the Density Data submitted in support of the initial density standards which are certified and warranted as still true and correct by all such Owners at the time of such amendment, suspension, or termination is requested. In conjunction with any amendment, suspension, or termination requested by the developer under this paragraph a., the Planning Commission and County Commission may consider and adopt

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any other amendment, suspension, or termination of the density standards which they deem appropriate. The Planning Commission may recommend and the County Commission shall approve an order amending, suspending, or terminating the initial density standards if the developer proves by a preponderance of the evidence that the density standards for the development, as amended, suspended, or terminated, satisfy each of the requirements of Paragraph 9.3.C.5. and that the developer is in accordance with all of the conditions, restrictions, requirements, limitations, terms, and provisions of the density standards as so amended, suspended, or terminated.

b. **Amendment, suspension, or termination by County or others.** Because density standards are established in accordance with this Paragraph 9.3.C. constitute zoning characteristics for the property within a proposed development, such standards may be amended, suspended, or terminated in accordance with procedures set forth in Paragraph 5.6. of this Code for amending the zoning applicable to all properties situated in the County.

c. **In accordance with the density standards.** In the event of any breach of or default under any condition, restriction, limitation, term, or provision of the density standards applicable to a development, the County may pursue any rights or remedies set forth in the density standards with respect to such breach or default, may amend, suspend, or terminate the density standards under the foregoing paragraph b. or under any rights or remedies set forth in the density standards, and/or may pursue any other legal or equitable remedy to enforce compliance with such condition, restriction, limitation, term, or provision. The foregoing rights and remedies of the County shall be cumulative and may be pursued simultaneously or separately."

It is the intention of the County in entering this Order that the Density Determination have the maximum duration allowable under these Code amendments.

These Findings and this Order of Density Determination have been entered pursuant to the provisions of the Wasatch County Development Code this ___ day of _____, 1991.

BOARD OF COUNTY COMMISSIONERS
WASATCH COUNTY, STATE OF UTAH

By: _____
J. Moroni Besendorfer

By: _____
Pete Coleman

By: _____
LeRen Provost

Attest:

_____
County Clerk

T0000019414

Attest:

County Clerk

ACCEPTANCE AND APPROVAL OF PROPERTY OWNER

Trans-Wasatch Company, a Utah corporation, as the successor to Park City Consolidated Mines Company, and the applicant before the County, hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing Findings and Order of Density Determination entered by the Wasatch County Commission.

Dated this 20th of December, 1991.

TRANS WASATCH COMPANY

By: _____
W. McKay Edwards
President

JOINDER BY LIEN HOLDER

Park City Consolidated Mines Company, a Utah corporation which holds the beneficial interest in a deed of trust covering the property that is subject to this application, hereby acknowledges the foregoing Order of Density Determination, and agrees that it will be bound by the terms and conditions of the Order, and will succeed to the burdens of the Developer under this Order in the event that it takes title or possession under the deed of trust.

Dated this 19th day of December, 1991.

Park City Consolidated Mines Company,

By: James Dugley
Its: President

STATE OF UTAH)
:ss
COUNTY OF ~~SUMMIT~~ Wasatch)

The foregoing instrument was acknowledged before me this 23 day of December, 1991 by .. Moroni Besendorfer, Pete Coleman, and LeRen Provost, who are the members of the Wastch County Commission, and who executed the foregoing on behalf of Wasatch County.

Notary Public
Residing at: Midway, UT

Commission Expires:
5-16-94

Notary Public
DIANN D. BURGENER
250 North 45 West
Midway, Utah 84049
My Commission Expires
May 16, 1994
State of Utah

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 20th day of December, 1991 by H. McKay Edwards, who is the President of Trans-Wasatch Company, who executed the foregoing on behalf of that corporation with proper authority.

Notary Public
Residing at: Summit County, Utah

Commission Expires:
7-7-92

NOTARY PUBLIC
REBECCA D. LE VANGER
Highland Estates Box 310
Park City, UT 84060
My Commission Expires
July 7 1992
STATE OF UTAH

NOTARY PUBLIC
REBECCA D. LE VANGER
Highland Estates Box 310
Park City, UT 84060
My Commission Expires
July 7, 1992
STATE OF UTAH

T000019416

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 19th day of December, 1991 by James Quiggley, who is the President of Park City Consolidated Mines Company, who executed the foregoing on behalf of that corporation with proper authority.

Rebecca D LeVanger
Notary Public
Residing at: Summit County Utah

Commission Expires:
7-7-92

NOTARY PUBLIC
REBECCA D. LE VANGER
Highland Estates Box 310
Park City, UT 84060
My Commission Expires
July 7, 1992
STATE OF UTAH

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EXHIBIT B	LEGAL DESCRIPTION OF PROPERTY, TITLE REPORT
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T000019425

EXHIBIT A

LAND USE AND AREA EXHIBIT

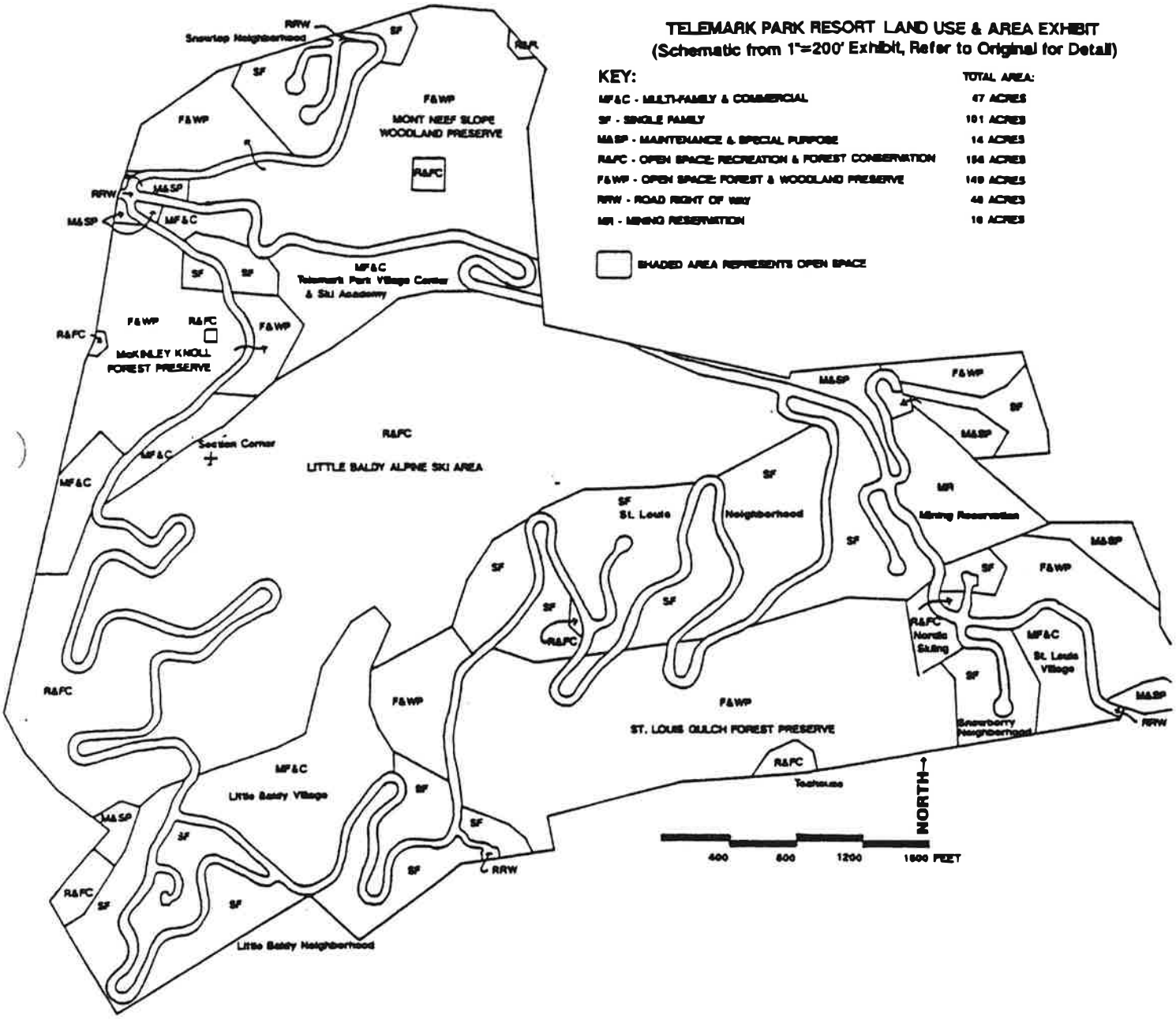

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EXHIBIT B

LEGAL DESCRIPTION & TITLE REPORT

T000019427

COMMITMENT FOR TITLE INSURANCE

Trans-Wasatch Company
614 Main Street #206
Park City, Utah 84060
Becky

Order No. F-W-2

Re:

SECURITY UNION TITLE INSURANCE COMPANY

a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

Issued By:

Founders Title Company

1890 Bonanza Drive
Park City, Utah 84068-0845
Phone (801) 649-1945
From Salt Lake (801) 531-9606

SECURITY UNION TITLE INSURANCE COMPANY

By: Richard L Bolla
President

Authorized Signature

SECURITY UNION TITLE INSURANCE COMPANY CORPORATE SEAL

T000019428

By: Richard M. Kerr
Secretary

ALTA COMMITMENT—1966

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The language contained in the printed Exclusions from Coverage and Conditions and Stipulations of the policy committed for may be examined by reference to forms on file in the office of the Department of Insurance or by inquiry at the office which issued this Commitment.

T000019429

COMMITMENT FOR TITLE INSURANCE

FOUNDERS TITLE COMPANY

SCHEDULE A

File Number: F-W-2177

1. Effective Date: December 12, 1991 at 8:00 A.M.

2. Policy or Policies to be issued:

A. ☐ ALTA Owner's Policy, (4-6-90) ☐ Standard Coverage ☐ Extended coverage Amount $
Premium $

Proposed Insured:

B. ☐ ALTA Loan Policy, (4-6-90) ☐ Standard Coverage ☐ Extended coverage Amount $
Premium $

Proposed Insured:

C. Amount $
Premium $

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

fee simple

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:
TRANS-WASATCH COMPANY, a Utah Corporation

5. The land referred to in this Commitment is described as follows:

Situated in the County of Wasatch . State of Utah:

See Schedule C attached hereto, and by this reference made a part hereof.

T000019430

SCHEDULE B - SECTION I

File Number: F-W-2177

Page: 3

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. **General Exceptions:**

(1) Rights or claims of parties in possession not shown by the public records.*

(2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.*

(3) Easements, or claims of easements, not shown by the public records.*

(4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*

(5) (a) Unpatented mining claims: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.*

(6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.*

*Paragraphs 1, 2, 3, 4, 5 and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

C. **Special Exceptions:**

(See Schedule B-Section 2 beginning on next page)

Continued.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

File Number: F-W-2177

Special Exceptions:

1. Taxes for the year 1991 have been paid in the amount of $374.11. Tax Sidwell No. STA-0140.

2. Said property is included within the boundaries of WASATCH COUNTY FIRE PROTECTION DISTRICT, and is subject to the charges and assessments thereof.

3. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.

4. Any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should th same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

5. A perpetual easement and right of way for the erection and continued maintenace, repair, alteration, and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 3 guy anchors, two 2-pole towers and seven single poles, with the necessary guys, stubs, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the land described herein, executed by Park City Consolidated Mines Company, a Corporation doing business in the State of Utah, in favor of Utah Power and Light Company, a Corporation.

6. A Right of Way and Easement thirty feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "Facilities") through and across the property described herein,

   as shown by that certain Right of Way and Easement Grant recorded August 11, 1964 as Entry No. 86293 in Book 49 at pages 219-220 of Official Records, executed by Park City Consolidated Mines Company in favor of Mountain Fuel Supply Company.

7. A Memorandum of Mineral Lease recorded February 20, 1981 as Entry No. 122316 in Book 138 at pages 596-606 of Official Records, executed by Park City Consolidated Mines Co., a Utah Corporation, to Noranda Mining Inc., a Delaware Corporation.

   The effect of that certain Affidavit recorded November 30, 1989 as Entry No. 150593 in Book 214 at pages 90-96 of Official Records. (See attached copy for further recitals.)

8. The effect of that certain Quit Claim Deed recorded June 5, 1985 as Entry No. 135597 in Book 172 at page 276 of Official Records, and executed by Keetley Water Company i favor of Park City Consolidated Mines Company, a Utah Corporation.

Continued.

COMMITMENT FOR TITLE INSURANCE
CONTINUATION

SCHEDULE "B"

File Number: F-W-2177 **Commitment Number:**

9. UNRECORDED UNIFORM REAL ESTATE CONTRACT
   Seller: Park City Consolidated Mines Company
   Purchaser: Trans-Wasatch Company
   Dated: October 1, 1990
   as shown by:

   NOTICE OF CONTRACT
   Recorded: November 29, 1990
   Entry No.: 154209
   Book/Page: 224/166

   See Attached copy for further recitals.

NOTE: Judgments were checked as to Trans-Wasatch, and none were found of record.

Inquiries regarding this commitment should be directed to:

KEVIN DI STEFANO
TAMI CLEGG

SCHEDULE C

File Number: F-W-2177

The land referred to in this Commitment is described as follows:

As to that portion of the following mining claims located in Wasatch County:

The Roosevelt and Roosevelt No. 2 Lode Mining Claim U.S.M.S. No. 6645, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

The McKinley No. 1, Mc Kinley No. 2, Mc Kinley No. 3, and Mc Kinley No. 4 Lode Mining Claims, U.S.M.S. No. 6645, situated in Blue Ledge Mining District, Wasatch County, Stat of Utah.

The Mountain Neef, being Survey No. 6798, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

Dewet #1, Dewet #2, Dewet #3, Dewet #4, Kruger #1, Kruger #2, Kruger #3, Kruger #4, Old Missouri Lode Mining Claims, designed by the Surveyor-General as Lot No. 5161, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

Rucker #1, Rucker #2, Fred Williams #1, Fred Williams #2, Hanna Lode #1, Hanna Lode #2, Dieter, Schuyler and Sommer Lode Mining Claims designed by the Surveyor General as Lot No. 5166, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

Silver and Last Chance Lode, Galena, Gilt Edge, Park City Consolidated #3, Park City Consolidated #4, Park City Consolidated #22, Park City Consolidated #31, designated as U.S. Mineral Survey No. 6867, situated in Blue Ledge Mining District, Wasatch County, State of Utah.

Queen Esther #1, Queen Esther #2, Queen Esther #3, Queen Esther #6, and Queen Esther #1 designated as Survey No. 6979, situated in the Blue Ledge Mining District, Wasatch County, State of Utah.

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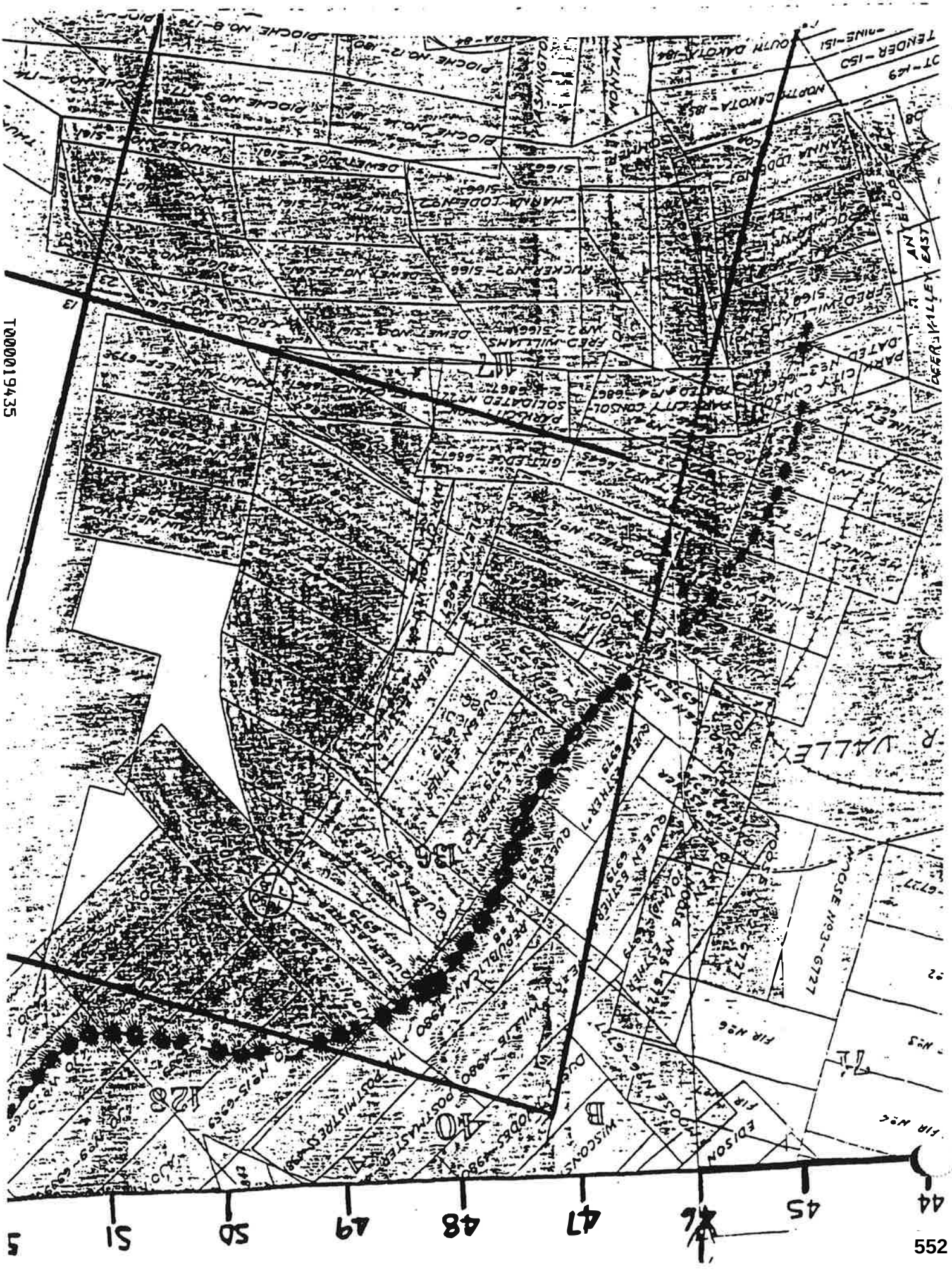
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552

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When Recorded Return to:
Park City Consolidated Mines Company
c/o Corporate Secretary
P. O. Box 497
Park City, Utah 84060

ENTRY NO. 154209 DATE 11-27-90 TIME 10:56 FEE $13.00
RECORDED FOR CONSOLIDATED MINES BOOK 224 PAGE 166-169
[illegible] ABSTRACTER BY LISA SCHENCKS

NOTICE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, PARK CITY CONSOLIDATED MINES COMPANY, a Utah Corporation, HEREBY GIVES NOTICE:

That we have sold the property herinafter described pursuant to the terms of a Real Estate Sales Contract dated October 1, 1990 wherein TRANS-WASATCH COMPANY, a Utah Corporation appears as Buyer and to which reference is hereby made for the complete terms and conditions of sale. Said agreement is made with respect to certain real property located in Wasatch County, State of Utah, particularly described as follows to-wit:

Beginning at a point on the Summit-Wasatch County line, said point is located South 0°30'11" West 5482.77 feet along the section line and East 4743.36 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the County Line the following 16 courses: 1) North 41°02'08" East 549.09 feet; thence 2) North 51°35'50" West 408.17 feet; thence 3) North 40°47'43" West 296.74 feet; thence 4) North 26°08'13" West 279.53 feet; thence 5) North 12°53'14" East 499.61 feet; thence 6) North 12°51'25" East 724.39 feet; thence 7) North 11°18'39" East 801.35 feet; thence 8) North 28°29'27" East 214.25 feet; thence 9) North 8°43'41" East 906.05 feet; thence 10) North 17°33'57" East 446.92 feet; thence 11) North 55°24'54" East 454.52 feet; thence 12) North 61°48'14" East 133.55 feet; thence 13) North 73°02'55" East 812.81 feet; thence 14) North 73°11'51" 485.08 feet; thence 15) South 85°09'01" East 382.13 feet; thence 16) South 43°00'37" East 488.15 feet; thence along the east line of the Queen Esther No. 3 Mining Claim (MS 6979) South 18°31'58" West 333.29 feet; thence along the West line of the Mountain Neef No. 5 Mining Claim (MS 6798) South 5°39'38" East 573.77 feet; thence along the West line of the Mountain Neef No. 3 Mining Claim South 5°26'45" East 627.94 feet; thence along the south line of the Mountain Neef No. 3 Mining Claim South 77°30'43" East 1500.74 feet; thence along the east line of the Mountain Neef No. 3 Mining Claim North 5°26'43" West 28.39 feet; thence along the North line of the Mountain Neef Mining Claim North 84°33'15" East 1386.12 feet; thence along the right-of-way line of US 40 South 18°46'46" East

166

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Excepting therefrom the following 5 parcels:

Exception #1 (McKinley East of County Line)

Beginning at a point on the North Line of the McKinley Mining Claim (MS 6645) and on the Summit-Wasatch County Line; said point being South 00°30'11" West 1203.97 feet along the section line and east 5121.79 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the McKinley Mining Claim South 85°42'00" East 400.24 feet; thence along the east line of the McKinley Mining Claim South 4°18'00" West 600.00 feet; thence along the South line of the McKinley Mining Claim North 85°42'00" West 458.40 feet; thence along the Summit-Wasatch County Line North 8°43'41" East 527.66 feet; thence along the Summit-Wasatch County Line North 17°33'57" East 75.94 feet to the point of beginning.

Exception #2 (Roosevelt No. 1 Mining Claim)

Beginning at the Northwest corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being South 00°30'11" West 1832.31 feet along the section line and East 5481.43 feet more or less from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the Roosevelt No. 1 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 1 Mining Claim South 4°18'00" West 600.00 feet; thence along the South Line of the Roosevelt No. 1 Mining Claim North 85°42'00" West 1500.00 feet; thence along the West line of the Roosevelt No. 1 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

Exception #3 (Roosevelt No. 4 less MS 5166)

Beginning at the Northwest corner of the Roosevelt No. 4 Mining Claim (MS 6645); said point being South 00°30'11" East 3000.53 feet along the section line and East 5021.79 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 4 Mining Claim South 4°18'00" West 437.42 feet; thence along the North line of the Dieter and the Schuyler Mining Claims (MS 5166) South 74°25'00" West 478.02 feet; thence along the south line of the Roosevelt No. 4 Mining Claim North 85°42'00" West 1050.48 feet; thence along the West line of the Roosevelt No. 4 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

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Exception #4 (BLM Fraction North)

Beginning at a point on the North line of the Roosevelt Mining Claim (MS 6645) and on the East Line of the Queen Esther No. 11 Mining Claim (MS 6979), said point being South 00°30'11" West 1269.25 feet along the section line and East 5990.53 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt Mining Claim South 85°42'00" East 414.97 feet; thence along the south line of the Queen Esther No. 6 Mining Claim North 67°49'00" West 402.56 feet; thence along the east line of the Queen Esther No. 11 Mining Claim South 18°45'00" West 127.66 feet to the point of beginning.

Exception # 5 (BLM Fraction South)

Beginning at a point on the East line of the Hanna Lode Mining Claim (MS 5166) and the South Line of the Schuyler Mining Claim (MS 5166), said point is located South 0°30'11" West 5156.19 feet along the section line and East 6294.91 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Schuyler Mining Claim North 74°15'00" East 99.87 feet more or less; thence along the North Line of the Sommer Mining Claim (MS 5166) South 52°50'00" West 97.07 feet more or less; thence along the east line of the Hanna Lode Mining Claim North 30°46'00" West 36.70 feet more or less to the point of beginning.

Dated October 1, 1990

Park City Consolidated Mines Company

BY: _____
James Quigley, President

State of Utah)
: ss
County of Salt Lake)

On the 19 day of November, 1990, personally appeared before me JAMES QUIGLEY, who by me being duly sworn, did say that he the said JAMES QUIGLEY, is the President of PARK CITY CONSOLIDATED MINES COMPANY, a Utah Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said JAMES QUIGLEY duly acknowledged to me that said corporation executed the same.

Michael A. Monahan SLC, UT
Notary Public, Residing at:

My Commission expires:

ENTRY NO. 154210 DATE 11-29-90 TIME 1303 FEE 9.00

BK 5575 PG 2916

PAGE

T000019439

34 BK 2645 PG 212
) UTAH CO RECORDER BY MB
2 9:23 AM FEE 3.00
JR EASTERN STATES TITLE CORP

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ENTRY NO. 150593 DATE 11-30-89 TIME 1:30 FEE 28.00
RECORDED FOR FIRST AMERICAN TITLE BOOK 214 PG 90-96
RECORDER JOE DEAN HUBER BY BRUCE BAILEY
AFFIDAVIT

STATE OF UTAH)
:SS
COUNTY OF SUMMIT)

PAGE (X) INDEX ( ) ABSTRACT ( ) PLAT ( ) CHECK ( )

Comes now H. MCKAY EDWARDS, who after being duly sworn, deposes and says:

That I am of legal age and in all respects competent to make this Affidavit;

That I was Corporate Secretary of Park City Consolidated Mines Company in 1982 and am now President of Park City Consolidated Mines Company;

That I am well and truly acquainted with Gordon Stott, President of Park City Consolidated Mines Company in 1982 and Richard J. Evans, President of Noranda Mining Inc. in 1982;

That I know of my own knowledge that that certain Memorandum of Mineral Lease recorded in Wasatch County on February 20, 1981 as Entry No. 122316 in Book 138 at Pages of 596-606 of the official records of Wasatch County and recorded in Summit County on February 20, 1981 as Entry No. 176584 in Book M180 at Pages 255 through 265 official records of Summit County, executed by Park City Consolidated Mines Co., a Utah Corporation to Noranda Mining Inc., a Delaware Corporation has been dissolved and a settlement agreement concerning Noranda Mining Inc.'s development commitment was reached in August of 1982, and therefore the Lease Agreement is no longer in effect;

That the letter marked as Exhibit "A" attached hereto and by reference made a part hereof is the true written acknowledgement of said settlement agreement;

That this Affidavit is given in support of the record legal encumbrances of the property described in Exhibit "B" attached hereto and by reference made a part hereof;

That the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and that said corporation executed the same.

Further Affiant sayeth not.

Park City Consolidated Mines Co.

By: H. McKay Edwards, President

On the 13th day of November, A.D., 1989, appeared before me H. McKay Edwards, and by me being duly sworn did say that he, the said H. McKay Edwards is the President of PARK CITY CONSOLIDATED MINES CO. and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said H. McKay Edwards duly acknowledged to me that said corporation executed the same.

My Commission expires:
1-7-92

Rebecca D. LeVanger
Notary Public, residing at:
Park City, Utah

NOTARY PUBLIC REBECCA D. LE VANGER ... STATE OF UTAH

NOTARY PUBLIC REBECCA D. LE VANGER Northland Energy Box 310 Park City, UT 84060 My Commission Expires July 7, 1992 STATE OF UTAH

40

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noranda
Noranda Mining Inc.
Suite 220
986 Atherton Drive
Salt Lake City, Utah 84107

EXHIBIT "A" ATTACHED TO AND FORMING A PART OF THAT CERTAIN AFFIDAVIT EXECUTED BY M. MCKAY EDWARDS DATED NOVEMBER 12, 1990

August 20, 1982

Park City Consolidated Mines Company
1725 Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84111

Re: Development Commitment Under December 15, 1980 Mineral Lease

Gentlemen:

This letter when counter-signed by you will serve as written acknowledgement of the settlement agreement reached between Noranda Mining, Inc., a Delaware corporation and Park City Consolidated Mines Company, a Utah corporation, concerning Noranda's development commitment pursuant to the December 15, 1980 Mineral Lease between the parties.

Pursuant to paragraph 5 of that lease, Noranda agreed to perform or cause to be performed exploration and development work on the claims in a minimum amount of $1,000,000 during the first three years of the lease. Paragraph 3(a) allowed Noranda, upon 90 days prior written notice, to surrender or terminate the lease and be relieved of all further obligations except for the obligations accruing prior to or by reason of the termination. Noranda has so terminated the lease.

Paragraph 3(a) further provides, however, that Noranda's $1,000,000 minimum development work obligation shall not be extinguished upon termination of the lease within the first three years, but that Noranda may at its option complete the unfinished portion of the commitment or pay to Park City Consolidated Mines Company a sum equal to the amount not spent. Noranda's records indicate that it expended $892,000 on development work prior to termination of the lease.

In full consideration and release of all claims and obligations arising or imposed by paragraphs 5 and 3(a) discussed above, the parties have agreed that Noranda will pay to Park City Consolidated Mines Company the amount of $50,000 upon Park City Consolidated Mines Company's acceptance and written

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EXHIBIT "A"

(Attached to and made a part of Memorandum of Mineral Lease dated effective as of December 15, 1980 from Park City Consolidated Mines Co. to Noranda Mining, Inc.)

MINING CLAIMS

1. The following patented lode mining claims located in T.2 S., R.4 E., S.L.B.& M., Summit and/or Wasatch Counties, Utah:

Name of Claim	Survey No.	Recording Data (Book/Page/County)	Section(s)
1. McKinley #1	6645	137/218 (Wasatch) M174/128 (Summit)	15
2. Roosevelt	6645	137/214 (Wasatch)	14,15
3. Roosevelt #2	6645	137/214 (Wasatch)	14,15,22,23
4. McKinley #2	6645	137/218 (Wasatch) M174/128 (Summit)	15,22
5. McKinley #3	6645	137/218 (Wasatch) M174/128 (Summit)	22
6. McKinley #4	6645	137/218 (Wasatch) M174/128 (Summit)	22
7. Park City Con#3	6867	10/170 (Wasatch) F/436 (Summit)	22
8. Park City Con#4	5887	10/170 (Wasatch)	22,23
9. Park City Con#22	6867	10/170 (Wasatch)	14,23
10. Gilt Edge	6867	10/170 (Wasatch)	14
11. Galena	6867	10/170 (Wasatch)	14
12. Park City Con#31	6867	10/170 (Wasatch)	14
13. Silver	6867	10/170 (Wasatch)	14
14. Last Chance	6867	10/170 (Wasatch)	14,15
15. Mountain Neef	6798	10/34 (Wasatch)	14
16. Fred Williams #1	5166	10/167 (Wasatch F/422 (Summit)	22,23
17. Fred Williams #2	5166	10/167 (Wasatch)	23
18. Schuyler	5166	10/167 (Wasatch)	22,23
19. Dieter	5166	10/167 (Wasatch)	23
20. Rucker #1	5166	10/167 (Wasatch) F/422 (Summit)	22,23
21. Hanna Lode #1	5166	10/167 (Wasatch)	22,23
22. Hanna Lode #2	5166	10/167 (Wasatch)	23
23. Sommer	5166	10/167 (Wasatch	23
24. Dewet #1	5161	8/463 (Wasatch)	23
25. Dewet #2	5161	8/459 (Wasatch)	23
26. Dewet #3	5161	8/459 (Wasatch)	23
27. Dewet #4	5161	8/463 (Wasatch)	23
28. Kruger #1	5161	8/463 (Wasatch	23,24
29. Kruger #2	5161	8/459 (Wasatch)	23,24
30. Kruger #3	5161	8/459 (Wasatch)	14,23
31. Kruger #4	5161	8/463 (Wasatch)	23,24

T000019443

on lines 1-2 of said lode to its intersection with the East boundary of Lot 27, Section 22, in Township 2 South of Range 4 East of the Salt Lake Meridian; thence South 0°52' East 103.8 feet on said east boundary of Lot 27 to its intersection with a line bisecting the angle between lines 1-4 Survey No. 4570 Deer Valley East lode and lines 1-2 extended of Survey No. 5166 Fred Williams No. 1 lode; thence South 24°57' East 1371.3 feet on said bisecting line to its intersection with lines 2-1 Survey No. 6741 Antelope lode thence North 59°18' East 189.4 feet on said lines 2-1 to its intersection with lines 1-2 Survey No. 5166 Hanna Lode No. 1 lode; thence North 30°42' West 1112.8 feet on said lines 1-2, and on lines 1-2 Survey No. 5166 Rucker No. 1 lode to corner No. 1 Survey No. 5166 Fred Williams No. 1 lode the place of beginning.

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EXHIBIT "D"

(Attached to and made a part of Memorandum of Mineral Lease dated effective as of December 15, 1980 from Park City Consolidated Mines Co. to Noranda Mining, Inc.)

FISHER TUNNEL RIGHT
AND
ASSOCIATED MINING CLAIMS

1. All right, title and interest of Lessor in and to the following described land located in Section 13, T. 2 S., R. 4 E., S.L.B.&M., Wasatch County, Utah:

> The Southeast quarter of said Section 13, lying Easterly of the right of way of the Union Pacific Railroad Company, as it pertains to the exclusive right to perpetually use, for the purpose of conducting mining operations only, a five acre tract of land situated in the SE¼ and more particularly described as follows: Beginning at the corner stake common to corners of Sections 13 and 24, in Township 3 South, Range 4 East, and to corners of Sections 18 and 19, in said Township and Range; thence North 65° West 1530 feet to center of 5 acre tract, and probable portal-site of tentative tunnel. Said five acre tract of land will embrace the north slope of the gulley, or ravine, that bisects the 'horseshoe bend' of the Union Pacific Railroad tracks and will adjoin the tracks on the east side of the railroad.

2. All right, title and interest of Lessor in and to the following described unpatented lode mining claims located in Section 13, T. 2 S., R. 4 E., S.L.B.&M., Wasatch County, Utah:

Name of Claim	Date of Location	Recorded (Book/Page)	UMC No.
1. Ontario	August 19, 1980	135/450 (Wasatch)	224667
2. St. Louis	August 19, 1980	135/451 (Wasatch)	224668
3. Mt. Neef 6	September 3, 1980	135/447 (Wasatch)	226521
4. Mt. Neef 7	September 3, 1980	135/448 (Wasatch)	226522
5. Mt. Neef 8	September 3, 1980	135/500 (Wasatch)	226523

SETTLEMENT AGREEMENT

BY AND BETWEEN

PARK CITY CONSOLIDATED MINES COOMPANY,
a Utah corporation,

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

AND

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

DATED: DECEMBER 29, 1995

SETTLEMENT AGREEMENT

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SETTLEMENT AGREEMENT

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

RECITALS

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

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

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

AGREEMENT

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

I.

PURPOSE AND INTENT

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

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

II.

THE PROPERTY

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

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

III.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV.

DISMISSAL OF ACTION

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

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

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

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

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

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

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

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

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

4.4.1 **Access Rights Upon Installation of Temporary Gates.** Property Owners, who are record title holders, shall retain the right to use Keetley Road to

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

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

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

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

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

First American Title Company, Park City Office jh

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

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

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

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

V.

THE DEVELOPMENT

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

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

(a) 338 residential units,

(b) a 20,000 square foot Ski Academy,

(c) support commercial space up to 5% of the gross square footage of the Slalom Village Area multi family units and the Roosevelt Gap Development,

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

(e) amenities and recreation facilities as generally identified and depicted herein,

all within the perimeter gates of the Property with access to Park City via Keetley Road through the west perimeter gate. Approximately an additional 182 multi family units located within the Telemark Park Village shall have vehicular access to Park City only via U.S. Highway 40 and S.R. 248.

Units Lying West of East Perimeter Gate

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

Units Lying East of East Perimeter Gate

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

* Density may increase as provided herein. 370

Snow Park Hotel Site

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

* Density may increase as provided herein.

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

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

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

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

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

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

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

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

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

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

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

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

5.2.2.2 **Alternative A for Roosevelt Gap Development**. The density of the Roosevelt Gap Lodge is contingent on a funicular connection to the Snow Park Hotel Site. With funicular, the density of the Roosevelt Gap Lodge shall not exceed 105

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2.3.1 **Annexation Procedure for the Slalom Village Area.** Upon the approval of a final plat or record of survey in Wasatch County for any portion of the Slalom Village Area, but in all cases prior to application for a building permit for any portion of the Slalom Village, Property Owners will deliver to Park City a petition for annexation of the Slalom Village Area to Park City. The petition for annexation of the Slalom Village Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total ~~affordable employee housing~~ shall be four percent (4%) of the total number of units within the Slalom Village Area. At their own discretion, Property Owners' affordable ~~employee housing~~ obligation can be satisfied within any unincorporated area of the Property. The Park City staff and City Council have reviewed Exhibit "F" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the petition within which to annex the Slalom Village Area. The complete annexation petition delivered to Park City as outlined above shall be exclusive

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

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

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

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

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

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

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

private non-profit open space conservancy to the reasonable satisfaction of Park City. Nothing in this Section shall prevent Property Owners, at their discretion, from pursuing the development alternative for Slalom Village area as described in Section 5.2.3.3 and as depicted in Exhibit "S" attached hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI.

DURATION OF APPROVAL

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

VII.

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Trans Wasatch Company, L.L.C.:	McKay Edwards, President 190 North Main Street, Suite #1 Heber City, Utah 84032
Park City Consolidated Mines Company	Harry Reed, President P.O. Box 497 Park City, Utah 84060
Copy to:	Stephen G. Crockett, Esq. Giauque, Crockett, Bendinger & Peterson 170 South Main Street Suite 400 Salt Lake City, Utah 84101
Park City Municipal Corporation	Toby Ross City Manager 445 Marsac Avenue P.O. Box 1480 Park City, Utah 84060
Copy to:	Jodi F. Hoffman, Esq. City Attorney 445 Marsac Avenue P.O. Box 1480 Park City, Utah 84060
Copy to:	Mark R. Gaylord, Esq. Suitter Axland & Hanson 175 South West Temple Suite 700 Salt Lake City, Utah 84101

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

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

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

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

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

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

7.11 **Stipulations of Continuance.** The parties agree that prior to the dismissal of the Action with prejudice, as required under this Agreement, to execute such stipulations or other documents as are necessary to maintain the Action.

7.12 **Captions.** The article and section headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise effect the construction of any provisions hereof.

7.13 **Governing Law.** This Agreement and all matters relating thereto shall be governed by, construed and interpreted according to the laws of the State of Utah.

7.14 **Interpretation.** Whenever the context shall require, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This Agreement has been drafted with the input of both parties and shall be interpreted and construed as such.

7.15 **Severability.** If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall only affect such other term(s) or

provision(s) of this Agreement as is necessary to preserve the material objectives of the parties.

PARK CITY CONSOLIDATED MINES COMPANY, INC.

By _____
Its Chairman

TRANS-WASATCH COMPANY, L.L.C.

By _____
Its President

PARK CITY MUNICIPAL CORPORATION

By _____
Its Mayor

ATTEST:

_____
Anita Sheldon, City Clerk

APPROVED AS TO FORM:

_____
Jodi Hoffman, City Attorney

settlmnt.pcm

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WASATCH CO RECORDER-ELIZABETH M PARCELL
1996 AUG 05 13:37 PM FEE $185.00 BY MMM
REQUEST: TRANSWASATCH COMPANY LLC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

WASATCH COUNTY, UTAH

IN THE MATTER OF THE APPLICATION OF TRANS-WASATCH COMPANY FOR FIRST AMENDED DENSITY DETERMINATION FOR TELEMARK PARK RESORT	:	FIRST AMENDED FINDINGS AND ORDER ON DENSITY DETERMINATION

The Board of County Commissioners in and for WASATCH County, Utah, upon the recommendation of the County Planning Commission and the review and consideration of the matters submitted by the Applicant and those items raised at public hearing, hereby enters its Findings and Order on Density Determination for the Telemark Park Resort as follows:

I. PROJECT SUMMARY

The Trans-Wasatch Company filed its original application for density determination for the Telemark Park Resort on December 29, 1989 asking for density determination for the Telemark Park Resort under the regulations for the Recreation Forestry-1 Zone of the Wasatch County Development Code. The property considered for this approval consists of approximately 526 acres, on which a mixture of single family, multi-family, and commercial buildings are proposed, as set forth in this Order and Density Determination.

The property is adjacent to Summit County, Park City, the Deer Valley Ski Resort and between the town of Park City and the new alignment of Highway 40 above the Jordanelle Reservoir, as well as central to a large number of recreational amenities in Wasatch County, Summit County and Park City. The project area occupies a hilly to mountainous parcel of land rising from 6,600 feet at its eastern end to 8,000 feet at its high point on the west. This topography creates opportunities for recreation development including alpine and nordic skiing, recreational trails and forested open space. The terrain also creates challenges to the proper development of the parcel and has raised many concerns on the part of the County Planning Staff. It is the opinion of staff that such development will require a high level of attention

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to environmental mitigation, vegetation preservation and revegetation, site specific design and aesthetic control, as provided in this Order and Permit.

The Trans-Wasatch Company filed a request for Amended Density Determination on April 9, 1996.

II. FINDINGS

Based upon a careful review of the record before it and subject to the truth of the representations and warranties made, and information provided by the Developer in the record, and also subject to conformance to the Application and strict adherence to and compliance with the Conditions, Definitions, and other matters and requirements set forth in this Order and Density Determination, the Board of County Commissioners for Wasatch County, Utah makes the following findings:

1. The Applicant, Trans-Wasatch Company, submitted its application pursuant to Section 9.3 of the Wasatch Development Code (adopted June 23, 1979) on December 29, 1989. The Application was accepted as complete and in full compliance with the Development Code, and processing began at that time.

2. Subsequent amendments and additional submittals were made throughout the process, with the result that the project as presented to the Planning Commission was somewhat different from that originally applied for. Based on the review process, the original application was revised on July 26, 1990, with further revisions in February of 1991 and August 1, 1991. These amendments have revised the requested density from 697 units and 50,000 square feet of commercial space to the present 516 units and 62,000 square feet of commercial space.

3. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning commission on September 16, 1991. On October 3, 1991, the Wasatch County Planning Commission voted to recommend approval of the Density Determination as provided in Section 9.3 of the Wasatch Development Code (adopted June 23, 1979).

4. Wasatch County established the Jordanelle Special Service District on August 23, 1993, which has the authority to provide sanitary sewer, water distribution, storm drainage, water quality protection, and transportation services with the Jordanelle Basin generally, and on the Telemark Park Resort property specifically. The District has constructed a sanitary sewer line to the project boundary and the Commission

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finds that the sanitary sewer pre-condition of the 1991 Density Determination Order has been satisfied.

5. The litigation between the property owner and Park City Municipal Corporation, entitled Park City Consolidated Mines Company et al. v. Park City Municipal Corp., Third District Court, Summit County, Civil No. 930390001 (the "Litigation") has been settled by the parties. Under the terms of the settlement, Trans-Wasatch has petitioned Wasatch County on June 3, 1996 and Park City on June 13, 1996 for the vacation of Keetley Road through the Property, abandoning all public rights of way that have existed. The vacation process is proceeding simultaneously with the review of the Amended Density Determination. The road will continue to exist as a limited access, private roadway serving the Telemark Park Resort.

6. The Trans-Wasatch Company filed a request for Amended Density Determination on April 9, 1996. The following are an outline only of substantive changes requested:

A. Reconfigured Transportation Elements:
1. Vacation of Subsequent Gating of Keetley Road

A. Reconfigured Transportation Elements:
2. Disconnection of Keetley Road

A. Reconfigured Transportation Elements:
3. Funicular Tramway at Roosevelt Gap

A. Reconfigured Transportation Elements:
4. Non-Vehicular Transportation Elements

A. Reconfigured Transportation Elements:
5. Density Transfer

B. Density Transfer and Employee Housing

C. Park City Annexation

Also the following is an outline of substantive changes requested in each of the above Exhibits:

Exhibit A Land Use and Area Map, Amended April 1996.

Exhibit B Table I Land Use and Area

Exhibit C Concept Master Plan, Revised April, 1996.

Exhibit D Recreation Amenity and Open Space Exhibit, Revised April, 1996.

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Exhibit E Revised Design Guidelines and Building Height Restrictions

Exhibit F Density and Unit Sizes

Exhibit G Road Standards

Exhibit H Recreation Amenity Inventory and Phasing

Exhibit I Parking Requirements

For summaries and detailed presentations of the applicants requested changes in Amended Density Determination, together with Wasatch County Review Engineer Planning/Engineering Review Report, and Wasatch County Planning Department Staff Recommendations see "Density Data Transcript" of joint Wasatch County Commission and Wasatch County Planning Commission public hearing held May 16, 1996.

7. The Amended Density Determination application was accepted by the Planning Department on April 9, 1996, however during the review process it was found that additional information was needed from the applicant such as maps, exhibits, documentation, additional studies and details to adequately complete the review process. These items were requested of the applicant and provided by the applicant during the review process.

8. Subsequent amendments and additional submittals were made throughout the review process, with the result that the project as presented to the Planning Commission is somewhat different from that originally applied for.

9. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning commission on May 16, 1991. On June 20,1996 the Wasatch County Planning Commission voted to recommend approval of the Revised Density Determination as provided in Section 9.3 of the Development Code.

10. The requested reconfigurations in project density and transportation elements within the Project result in a reduction in overall internal traffic within the project.

11. As a private road, Keetley Road is sufficient to meet the requirements of Wasatch County that the project have two points of access for emergency ingress and egress, subject to conditions contained herein.

12. The recommendations of the Planning Commission are in substantial compliance with the terms and conditions of the Development Code, and are adopted by the Board of Commissioners as set forth in this Order.

13. The Property subject to the Application is located within unincorporated Wasatch County, and is not within the limits of any incorporated City or Town, nor is the property within the annexation policy declaration boundary of any incorporated City or Town.

14. The Property subject to the Application is located within the boundaries of the Wasatch County School District, Wasatch County Fire Special Service District, Wasatch County Solid Waste Disposal Service District, Jordanelle Special Services District, and Central Utah Water Conservancy District. The Property has been subject to the property tax levies of each of those Districts, as well as Wasatch County itself.

15. The Application and Development are consistent with the general intent of the Development Code, the intent with respect to the RF-1 zone in which the development is situated, the intent with respect to large scale developments set forth in Paragraph 9.1.A.1 of the Wasatch Development Code (adopted June 23, 1979), and the intent with respect to Planned Recreation Developments set forth in Paragraph 9.3.A.1 of the Wasatch Development Code (adopted June 23, 1979); specifically finding that:

(a) With mitigation as provided in this Order, the proposed development can be built without increasing the turbidity of the water supply of the County and surrounding counties.

(b) With mitigation as provided in this Order, the proposed development can be built without degrading the quality of the water supply of the County and surrounding counties beyond the Development's proportionate share of allowable County-wide degradation under the State water quality standards.

(c) The proposed development can be built without unduly contributing to the violation of ambient air standards for the County, particularly with respect to fugitive dust and automobile emissions.

(d) The proposed development can be built without adversely affecting the functioning of aquifer recharge areas located in the Development.

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(e) The proposed development can be built without unduly adversely affecting the continued production of plants and wildlife within the Development and other mountain areas of the County.

(f) The proposed development can be built without placing structures on active fault lines, collapsible soils, slopes in excess of thirty percent (30%), unstable soils, landslide areas, or other geological hazards.

(g) The proposed development can be built without placing structures on wetlands, areas where ground water periodically rises to within seven (7) feet of the surface, areas within one hundred (100) feet of a live or intermittent waterway, areas within a fifteen hundred (1,500) foot up-drainage radius from a spring used for culinary water, areas within a one hundred fifty (150) foot radius from a well used for culinary water, areas within a 100-year, 24-hour, storm incident drainage path; and any other water-related area where development will have an unreasonable effect on the water course or aquifer.

(h) The proposed development will not endanger sites of cultural, historical, or archeological significance.

(i) The proposed development will not require expenditures by the County for the following extended services to the Development which are not generally provided on a County-wide basis: extended police protection; structural fire protection; water retail service; water conservation; park, recreation or parkway facilities and services; sanitary sewers; sewage and storm water treatment and disposal; flood control; street lighting; airports; planning and zoning; solid waste disposal; local streets and roads; and curb, gutter, and sidewalk construction and maintenance; or mosquito abatement.

16. Notice of the public hearing and proposed action by the County Commission was published in the Wasatch Wave as required by Ordinance on October 30, November 6, 13, and 20, 1991. The proposed Findings recommended by the Planning Commission were posted for public review in the office of the County Planner, and this matter was brought before the Board of County Commissioners as prescribed by ordinance.

17. Notice of the public hearing and proposed action by the Wasatch County Commission and Wasatch Planning Commission was published in the Wasatch Wave as required by Ordinance on April 17, 1996, May 8, 1996, and May 15, 1996. The proposed Findings recommended by the Planning Commission and County

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Commission were posted for public review in the office of the County Planner, and this matter was brought before the Planning Commission and Board of County Commissioners in a joint hearing May 16, 1996 as prescribed by ordinance.

III. ORDER OF DENSITY DETERMINATION

Based on the foregoing Findings, the Board of County Commissioners enters the following Order of Revised Density Determination. This Revised Density Determination is intended to define the sites on which development may occur, the land uses within each of those sites, and the building mass to be constructed. The Revised Density Determination is expressly conditioned upon the standards and conditions imposed by this Order in Section III "Pre-Conditions to Construction" and compliance with the other conditions and regulations contained in this Order of Density Determination.

The Board of County Commissioners enters the following Order of Density Determination:

1. Development Parcels.

The Telemark Park Resort property is divided into five (5) development sites as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. All development is to occur within those designated development sites. The development sites are identified on Table I, which shows the acreage and allowable uses for each development site, and also identifies those sites within the property that will remain as open space under one of two Open Space designations.

TABLE I
LAND USE AND AREA

LAND USE		ACREAGE
Open Space; Recreation & Forest Conservation: (Map Symbol: R&FC)		200 acres
Little Baldy Ski Area:	145 acres	
Telemark Village Ski Area:	63 acres	
Open Space; Forest & Woodland Preserve: (Map Symbol: F&WP)		112 acres
Snowtop/Mont Neef:	48 acres	
Roosevelt Gap:	24 acres	
St. Louis Gulch:	40 acres	
Single Family Neighborhoods: (Map Symbol: SF)		123 acres

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Snowtop:	10 acres	
Slalom Village:	6 acres	
Little Baldy/St. Louis:	107 acres	
Multi-Family & Commercial: (Map Symbol: MF&C)		46 acres
Telemark Village:	22 acres	
Roosevelt Gap:	12 acres	
Slalom Village:	12 acres	
Road Right of Ways: (Map Symbol: RRW)		42 acres
Maintenance & Special Purpose: (Map Symbol: M&SP)		3 acres
Total Project Area:		526 acres

2. Density and Units Sizes.

The density of development on the designated development sites for Telemark Park is limited to a total of 516 residential units and 72,000 gross square feet of commercial space. The location of this density is shown on Table II, which lists the number and average sizes of units or commercial space to be constructed on each of the development sites.

Table II
Units on Development Sites

	Single Family Dwellings	Townhouse/ Cottage	Lodge Condo-miniums	Apartment Condo-minimums	Employ-ee Hous-ing	Commercial Square Footage
Telemark* Village		41	43	82	16	62,000** ***
Snowtop	15					
Slalom Village	5	83				***
Roosevelt Gap			105			***
Little Baldy/ St. Louis	126					10,000***
Totals	146	124	148	82	16	72,000
Average Area in Square Feet	na	2,400	2,000	1,000	1,000	na

* Telemark Village density may be increased by one unit for each two units not constructed at Roosevelt Gap and by up to 10 units for up to 10 units not constructed at Slalom Village.

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** Telemark Village Commercial includes 20,000 square foot Ski Academy.

*** All multi-family areas may include an additional up to 5% of gross floor area as support commercial. Support Commercial may include restaurants, lobby shops and similar commercial areas which primarily draw their customers from the guests and others staying within a hospitality facility or nearby in the project, but not designed or intended to draw customers from a broader area. In the case of Telemark Village, therefore, such commercial space would be in addition to the non-support commercial allowance of 42,000 square feet which may be designed to draw customers from off-project.

Notes to Table II:

(a) Within a Lodge, up to 5% of the total floor area may be dedicated to meeting rooms and support commercial areas in addition to the maximum square footage approved in the Land Use Table.

(b) The Maximum Square Footage approved in the Land Use Table refers to footage within habitable spaces and commercial spaces, and does not include circulation spaces, lobbies, hallways, stairways, covered parking spaces, elevator spaces and mechanical spaces, and other enclosed space reasonably necessary for the intended function of the structure.

(c) Computation of floor areas and square footage shall be as provided in the Uniform Building Code.

(d) Where the land use and unit configuration fits one of the above designations, but the square footage of one of more of the units exceeds the average footage given in the Land Use table, the maximum number of Units and maximum total square footage shall control, and adjustments must be made in number of units or size of other units so as not to exceed either maximum.

(e) The Developer shall have the right to elect to apply the allowed number of units and square footage within each Village or Neighborhood at the time of Final plan application under conditions established below in Nature of Units.

(f) The Telemark Park Resort, Concept Master Plan, revised June 7, 1996 contains the following flag lots:

Lot #	Driveway length
45	200 feet
80	300 feet

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87	500 feet
88	400 feet
99	400 feet
110	350 feet
111	350 feet
127	1,200 feet

which are approved under the following conditions:

- 1. Flag lot driveways and appurtenances are private and are to be maintained (including snow removal) by the home owners association.
- 2. Paved drives will have to be a minimum of 20 feet wide for fire protection purposes to service a single lot, and can be grouped side by side, or combined into a multiple driveway 24' wide to serve two homes.
- 3. In multiple lot configurations the 24' of pavement shall be centered along two side by side 15' wide fee title access strips, and that reciprocal easements be granted each lot owner to the other for access and utility purposes.
- 4. Water mains and fire hydrants should be extended such that a fire hydrant is constructed at the terminus of the driveway as it opens into the building site.
- 5. A hammerhead turn around is constructed in the area of the fire hydrant to facilitate turn around of emergency vehicles.
- 6. A street light be constructed over the fire hydrant,
- 7. Building permits for these lots will be issued only if the permittee comply with all fire code regulations in effect at the time that permit is issued.

3. Reconfigured Transportation Elements: Funicular Tramway at Roosevelt Gap.

The Roosevelt Gap Lodge is connected to the Snow Park Hotel (in lower Deer Valley) via a funicular tramway with primary lodge guest parking provided at Snow Park in addition to 50 parking spaces on the site at the Roosevelt Gap Lodge. The Lodge size is increased from the 1991 Determination of 64 units to 105 units. These items are shown on Telemark Park Resort, Concept Master Plan, revised June 7, 1996.

4. Reconfigured Transportation Elements: Non-Vehicular Transportation Elements.

The Park City Settlement Agreement creates a contractual obligation on the part of the developer to construct the trails and ski access as non-vehicular transportation elements of the 1991 Determination plans. The obligation to "hard surface" certain trails is part of the agreement. Trails and

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ski access are shown on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7.

5. Reconfigured Transportation Elements: Density Transfer.

The previous 140 unit Little Baldy multi-family density near the center of the project has been moved to outside the East Gate and to Roosevelt Gap, where the funicular reduces traffic; substantial traffic loading is eliminated from interior project roads and from projected generation.

6. Density Transfer and Employee Housing.

The Amendment does not alter the approved Density from 1991 either by unit type or in total. Significant density is proposed to be transferred from the Little Baldy area to Telemark Village on the east end of the project, and to Roosevelt Gap and, to a lesser extent, to Slalom Village. All the conventional Commercial Space has been transferred to Telemark Village.

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots constructed or platted within the project, up to a maximum of 16 employee housing units. Employee housing units are defined as units held permanently for rental on a monthly/long term basis, or such other restriction as may be imposed so as to meet the employee housing commitment developer has made with Park City Municipal Corporation under the litigation settlement agreement. Such units shall be approximately 1,000 square feet and shall be located within the Telemark Park Village development envelope within the project, or elsewhere within a multi-family/commercial development envelope, and shall meet all other requirements for residential construction in Telemark Park Resort.

Employee housing is acceptable to Wasatch County, except in no case can the units be screened or administered by Park City Housing Authority without written agreement by Wasatch County. In no case may the residents be screened to exclude people who do not now live in Park City, or require that they are now employed in Park City.

7. Water System Fire Flow

Building permits for lots will be issued only if the permittee complies with all fire code regulations in effect at the time that permit is issued.

8. Snow Storage

It is recommended that adequate snow storage be provided along project roadways and adjacent to buildings. A site specific snow storage plan is to be submitted with all preliminary plans subject to approval of Wasatch County and Wasatch County Review Engineer. The following are suggested snow storage requirements which should be utilized within the project:

- With respect to roadways, the 4' shoulder and 4' drainage ditch can be used as snow storage area. In addition to that, snow storage easement outside the right of way line should be provided.
- With respect to buildings, a minimum of 5' adjacent to buildings outside the eave line on land no steeper than 2% slope to be used as snow storage.
- With respect to Parking Lots, an area equal to 15% of the pavement surface area should be reserved for snow storage - this can be provided on the pavement or in adjacent planter areas if the planting can survive the snow loading.

9. Street Lights

Street lights shall be constructed over fire hydrants and at street intersections within the project for public safety reasons. The applicant should submit a street lighting plan for public safety considerations and residents convenience within the project with preliminary plans.

10. Ski Bridges

The Master Home Owners Association shall maintain all ski bridges including ski bridges leading to individual lots.

11. Park City Annexation

The western portion of the project adjoins Park City, and certain services may be more economically provided by Park City. Annexation may be the most appropriate and economical way to provide government services. The Commission is willing to consider the annexation of the western portions of the project. Specifically, the Commission will consider annexation of Roosevelt Gap after approval of this Amended Order of Density Determination, and of Slalom Village and Snowtop after Developer has completed Preliminary or Final Approval (as defined in the Wasatch County Development Code) of those sites under Wasatch County jurisdiction. The Commission would not favorably consider an annexation which does not meet the requirements of. or does not recognize the entitlement of this Density Determination, or which does not maintain Wasatch County control of water quality.

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In addition to the municipal annexation, the Commission will review annexations and disconnections from various special service districts involved in providing services which are not provided directly by the County or Park City, such as fire, water, sewer, and similar services in order to provide a high quality of service within the project. Service district annexations and disconnections will be based on logical and efficient extensions, both for the service providers and the project. Depending on how services are provided, the jurisdictional adjustments for each of the annexation areas may be different, and will be considered on a case by case basis. The balance of the project is logically and economically served as a Wasatch County project, and annexation east of Slalom Village would not be favorably considered by Wasatch County under present circumstances.

The Settlement Agreement with Park City requires that the Developer offer certain areas adjacent to Park City for annexation to Park City. The Developer agreed to this on the condition that Wasatch County approved the Density, and certain other planning elements would remain intact. The rationale for Park City's request was that certain areas of the project , as approved, were much too dense or "urban" in character to be located so close to a City and not be serviced by the City. The Developer believes that the annexation area agreed to will provide a workable future boundary between Park City and unincorporated Wasatch County. A substantial open space within the project divides the annexed development parcels from the nearest non-annexed development. There is a rational land use reason for placing the line where proposed.

The Park City annexation is not approved as part of this Amended Density Determination because:

A. At this time there has been no petition filed with Park City for annexation, and it is not known to be within the Park City Annexation Policy Declaration.

B. Preliminary and final approval of subdivision plats and/or records of survey, as appropriate for either single family lot subdivisions or multi-family developments, shall be obtained from Wasatch County prior to petitioning annexation of the Snowtop neighborhood and Slalom Village developments to Park City. Recordation of the plats, of filing of the Record of Surveys shall be completed pursuant to Wasatch County approval prior to annexation to Park City. Final Design Approval and Annexation of the Roosevelt Gap development may be sought and petitioned from Park City following approval of First Amended Density Determination.

C. Park City and Wasatch County shall achieve an agreed upon working relationship on water, fire, garbage, police, and road maintenance.

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12. Fiscal Impact

Fiscal impact information provided by the applicant was found to be insufficient to address the impact of the proposed development on the County's general fund. Also it is understood that definitive financial assessments are difficult to make at this time due to the quickly changing nature of the Jordanelle Basin. Amended Density Determination is, however, approved based on conditions contained in IV. PRE-CONDITIONS TO CONSTRUCTION 3. Government Services Plan below.

13. RF-1 Zone Compliance.

Development may occur in accordance with the uses and densities shown on the Tables, and if the project is built in accordance with the densities shown on the tables, and in conformity with the other terms and conditions of this Order of Density Determination, the intent and specific requirements of the Development Code as it pertains to the RF-1 zone will have been satisfied.

14. Phasing Plan.

The following Phasing Plan is adopted for the Telemark Park Resort:

(a) For purposes of this provision, the term "Platting" is deemed to include the formal recordation of a subdivision plat or condominium record of survey map, and also, in the case of those Dwelling Units for which a formal plat is not required (such as rental apartments, employee housing, and lodge Dwelling Units that are not held in condominium ownership), the issuance of a building permit. Those Dwelling Units which do not technically require recordation of a plat are deemed to be "Platted," for purposes of the Phasing Plan, when the building permit for the construction of those dwellings is issued. Single family dwellings are considered Platted, for purposes of this section, upon the recording of the subdivision plat, without regard to when construction of the dwelling actually occurs.

(b) Prior to the Platting of any units beyond 50% of the total units approved, Developer shall have constructed all of the Phase I Recreation Amenities, and have constructed or bonded for the construction of all the Phase II recreation Amenities.

(c) Recreation Amenities are also subject to the phasing plan, except for Pre-Development Recreation. Prior to, or with the first Plat, Developer shall construct or bond for all of the Phase 1 Amenities as described in Section VIII. Prior to the Platting of any units beyond 50% of the total units

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approved, Developer shall construct or bond for the construction of all of the Phase 2 Amenities as described in Section VIII. The developer may construct the recreation amenities sooner than required under this provision.

15. Relation of Roads and Infrastructure to Adjoining Properties.

(a) In conjunction with the settlement of the Litigation, the property owner has obtained agreements from abutting property owners United Park City Mines Company, Land Der Berg, LLC, and Milton L. Weilenmann concerning the maximum densities on their adjoining properties which might logically be served from the roads in Telemark Park. These properties are labeled on the Telemark Park Resort, Concept Master Plan, revised June 7, 1996. These adjoining properties are all of the privately owned land that can be logically served or accessed through the Telemark Park property due to terrain conditions. Utilities and roads will be designed and constructed in a manner that anticipates serving these properties, subject to such line extension agreements as the parties may work out among themselves and approved by Wasatch County. Except for these abutting owners, no other property will be served through, or have access through or by the Telemark Park road system or utilities. Road and utility stubs are not required to be provided to any other property.

(b) In requiring these road and utility stubs to the three adjoining properties, Wasatch County is endeavoring to efficiently plan for future utility services and minimize future costs or duplication of services should development later occur on those properties, and to preserve historic rights of access. Nothing in this Order of Density Determination is intended to, or shall be interpreted as granting or recognizing any specific development rights to those properties, which are owned by third parties.

16. Telemark Park Master Owners Association and Telemark Park Special Service District.

The 1991 Density Determination contemplated the formation of a special service district that included only the Telemark Park Resort property. Most of the intended functions of that district have been assumed by the Jordanelle Special Service District, which covers a larger area. It is now anticipated that the functions and services not provided by the Jordanelle Special Service District, and not provided by Wasatch County generally, will be provided by, and paid for, by the Telemark Park Master Owners Association as described in the 1991 Density Determination, however, certain or all of these functions and services may be provided by a Telemark Park Special Services District.

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17. Transfer of Interest.

As a result of a merger dated December 29, 1995, Trans-Wasatch Company, Inc., a Utah corporation, was merged into Trans-Wasatch Company, LLC, a Utah limited lability company. [As a result of a purchase of the property which is subject to these First Amended Findings and Order from Trans-Wasatch Company L.C.C. on June 20, 1996, Deer Crest Associates, L.C., a Utah Limited Liability Company became the owner of the property and the successor entity.] The successor entity succeeds to all the rights, entitlements, and obligations of its predecessor pursuant to Section IX.2.A. of the original Density Determination.

18. Pre-Conditions.

No development other than those recreation facilities described below as "pre-development recreation" may occur until each of the Pre-Conditions to Construction listed in Section IV of this Order have been satisfied or expressly waived by the County.

19. First Amended Findings and Order on Density Determination.

This "Findings and Order on Amended Density Determination in the Matter of the Application of Trans-Wasatch Company for Amended Density Determination for Telemark Park Resort" supersedes "Findings and Order on Density Determination in the Matter of the Application of Trans-Wasatch Company for Density Determination for Telemark Park Resort" recorded as Instrument No. 158784 December 31, 1991 in Book 237, Pages 241 to 332, Official Records of Wasatch County.

IV. PRE-CONDITIONS TO CONSTRUCTION

This density determination is predicated upon satisfaction by the Developer of the following pre-conditions, and no construction other than "Pre-Development Recreation Amenities" described in Section VIII.2.C.(a). may be built unless and until the Developer has demonstrated to the reasonable satisfaction of the County that all of the following conditions have been satisfied:

1. Sewage Treatment.

Sewage collection, distribution, and transmission is being provided by Jordanelle Special Services District. Sewage treatment is being provided by Heber Valley Special Services District. This pre-condition is, therefore deemed to have been satisfied.

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2. Secondary Access Road - Keetley Road Vacation.

The proposed plan would "privatize the entirety of Keetley Road within the project. Controlled access gates will be placed at east and west ends of the project. In order to satisfy Park City's desire to permanently disconnect the historic right of way so as to preclude the road reverting to use as a public thoroughfare at some future date, Keetley Road will be physically "disconnected" by placing a structure [a multi-family hospitality facility in Slalom Village] across the right of way (after vacation). The structures internal parking may "ramp" between disconnected segments of the road, but through traffic will be precluded.

The formal Petition for the Vacation of Keetley Road in Sections 14, 15, 23, and 24 of Township 2 South, Range 4 East, Salt Lake Base Meridian, Wasatch County, Utah was filed with the Wasatch County Commissioners June 3, 1996, and to Park City on June 13, 1996. The petition requested vacation of Keetley Road, also known as Heber Avenue extending northwesterly approximately 1.5 miles from the terminus of Wasatch County Class B Roadway known as the "L" Line. The matter was set for public hearing June 24 at 4:00 pm at the Wasatch County Courthouse and was published in the Wasatch Wave June 5, 12, and 19, 1996.

In order to satisfy Wasatch County requirements for public safety, there must be two points of ingress and egress to the development. Original Density Determination Approval required that Developer must demonstrate the right to improve a secondary access via Heber Avenue from Park City or the Snowtop Road from the north to the Highway 40 frontage road. If neither of these roads is available to the project the developer must show both that practical alternative routing is possible and that the developer has a legal right to construct these roads prior to preliminary approval or any plat or building permit for any habitable structure. Amended Density Determination proposes the use of vacated Keetley Road (a private street) into the Deer Valley area of Park City as a secondary access to the project.

Wasatch County recommends approval of the vacation of Keetley Road and the acceptance of the Private Street version of Keetley Road to satisfy "secondary access", upon the following conditions:

A. Ski Academy is located in Telemark Village.
B. Replacement of motor vehicle access with a system of public trails within the project: in lieu of motor vehicle access, public access will be provided by a system of public trails as shown on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996.

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C. The following utilities: Pacific Power, Mountain Fuel, U. S. West, and others who may have not have written easements along Keetley Road by virtue of being located in the old roadway must be provided written easements prior to the vacation of Keetley Avenue.
D. An easement over Keetley Road is to be retained by Wasatch County for emergency traffic.
E. That a bypass roadway be constructed at the Slalom Village location according to the following Section:
- 24' of pavement with 4' shoulders on each side for a total graded width of 32'.

sufficient to serve as a secondary emergency access through the project,
F. That this bypass roadway shall be deed restricted in perpetuity to serve as a "secondary emergency access" for the project,
G. That this bypass roadway shall perpetually be maintained the projects Master Property Owners Association, and
H. That the entire roadway through the project consisting of Keetley Road to the Slalom Village, the bypass roadway around Slalom Village, Keetley Road from Slalom Village to the Summit County/Wasatch County line, and Keetley Road in the Park City from the Summit County/Wasatch County line to Queen Esther Drive in Deer Valley be deed restricted in perpetuity to serve as "secondary emergency access" for the project.
I. That the maintenance of this entire roadway described in Item D. above be guaranteed by the Telemark Park Master Association.

3. Government Services Plan.

The Telemark Park Resort is not located near any existing Wasatch County service facilities or within an area where regular services have been required on a routine basis. The development will require a full complement of governmental services, including but not limited to extended law enforcement, fire protection, education, road maintenance, storm drainage and flood control, sanitary sewage collection and treatment, retail water service, and road maintenance. The county must know how these services are to be provided, and further provide that the provision of these services can be done in such a way that the taxpayers in incorporated areas are not subsidizing services in unincorporated areas. Some of these services can reasonably be provided by logical extensions or expansions of existing Wasatch County based services. Others may have to be established through new districts within the Project or in conjunction with other developments in its immediate area. Still other services may be most economically provided by contracts with, or

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annexations to, other existing districts, municipalities, or state or federal agencies.

Prior to construction, or with the application for preliminary approval, the Developer must present to the Board of County Commissioners a Governmental Services Plan showing that essential governmental services are available to the Project, the providers of those services, and whether the service arrangements are interim or long term.

Part of the Governmental Services Plan includes appropriate mitigation of impacts on the service providing agency. The County Commission will review the Government Services Plan, and, if it finds that necessary services are available and committed, and that the public health, safety and welfare have been adequately provided for by the several agencies identified within the plan, and that the public interest is served, shall approve the Plan as being adequate to satisfy this Pre-Condition.

4. Execution by Affected Parties.

All persons or lenders who have an interest in this property must agree to the terms of this Density Determination before it is effective.

V. INFRASTRUCTURE REQUIREMENTS

This Order of Density Determination is based upon the Developer providing the necessary infrastructure to support the proposed development. This infrastructure includes public and private roads, utilities, storm drainage controls, wastewater, and all similar services. Infrastructure is to be built with each Development Parcel in a manner that the parcel could stand alone and function independently if no subsequent development occurred. Requests for preliminary and final approval will be granted only if the following standards for infrastructure have been satisfied:

1. ROADS. There are different classes and types of roads approved in the Project, which are described as follows:

A. Public Roads:

Heber Avenue: Heber Avenue as it connects from Highway 40 frontage road through the project to the guard gate in Telemark Village is approximately 1,400 feet in length. The applicant estimates traffic volumes on this portion of project roads at 3,226 A.D.T. at project build out.

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B. Private Roads

-Keetley Road from east gate to intersection of St. Louis Drive.
-Little Baldy Drive
-Keetley Road west of St. Louis Drive intersection.
-Snowtop Road
-Snowberry Court
-Lower Acorn Circle
-Upper Acorn Circle
-Pocatello Court
-Boiler Point Circle
-Pioche Place
-Little Baldy Court
-Slalom Court
-Snowtop Circle

C. Road Classifications

The following road classifications are specified within the project.

Road classifications based on Peak ADT

Collector	> 1,200 ADT
Sub Collector	600 - 1,200 ADT
Local	< 600 ADT

Designation of roads:

Collector:
-Keetley Road (Heber Avenue) east of East Guard Gate

Sub-collector:
-Keetley Road from east gate to intersection of St. Louis Drive.
-Little Baldy Drive

Local:
-Keetley Road west of St. Louis Drive intersection.
-Snowtop Road
-Snowberry Court
-Lower Acorn Circle
-Upper Acorn Circle
-Pocatello Court
-Boiler Point Circle
-Pioche Place
-Little Baldy Court
-Slalom Court
-Snowtop Circle

D. Design Standards for Heber Avenue and other County Roads:

4' wide drainage ditch, or additional shoulder

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4' gravel shoulder,
30' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 46'

Right of Way width shall be a 60'. Right of way width must be widened within the right of way or within easements where necessary to include cut and fill slopes. Right of way width must wider in areas which contain passing lanes and left turn pockets.

Ten foot snow storage areas are to be provided on shoulders, as measured from the edge of pavement.

A special design study of Heber Avenue at the Telemark Village must be prepared at Preliminary Plan stage for the Village to demonstrate the safety of road and intersection design. Such study shall address, but shall not be limited to, an analysis of vertical and horizontal sight distances and operation during winter months, considering the potential for snow and ice buildup.

The design speed of the road is to be 30 miles per hour.

E. Design Standards for Service District Roads:

The roads in the Project will be owned and maintained by the Special Service District and/or the Master Association or private entities such as condominium associations. The classifications and design standards for these roads are as follows:

Collector:

4' wide drainage ditch, or additional shoulder
4' gravel shoulder,
30' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 46'

Sub-collector:

4' wide drainage ditch,
4' gravel shoulder, or additional shoulder
26' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 42'

Local:

4' wide drainage ditch,
4' gravel shoulder, or additional shoulder

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26' of asphaltic or concrete driving surface,
' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 42'

Eight foot snow storage areas are to be provided on shoulders as measured from the edge of the pavement.

The above delineated 8 foot shoulders are being provided for the following purposes:

- the shoulders give additional travel surface if a vehicle's wheel gets off of the pavement,
- having a shoulder rather than the drainage ditch adjacent to the pavement prevents a vehicle's wheel from dropping into a drainage swale,
- a drainage swale directly adjacent to pavement can undermine the edge of the pavement due to erosion of the swale.
- the presence of the shoulder, rather than a drainage swale adjacent to the roadway should increase the integrity of the pavement, and reduce pavement maintenance costs,
- the combined shoulder and drainage ditch provide an emergency parking area,
- the combined shoulder and drainage ditch provide a snow storage area,
- the combined shoulder and drainage ditch provides a construction area for natural gas, power, telephone, and cable TV utilities, street lights, and fire hydrants. Gas, power, telephone, and cable TV are not normally installed under the pavement surface,
- the 8' total width shoulder, and/or shoulder/drainage swale combination provides room for guard rails where required.

A typical section for sub-collector roads and local roads is included herein.

F. Designation of Ownership: The roads within the project are classified as follows for ownership, maintenance, and control purposes:

County Roads:

Heber Avenue at the easterly end of the project only.

District Private Roads:

Sub-collector:
-Keetley Road from east gate to intersection of St. Louis Drive.
-Little Baldy Drive

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Local:
-Keetley Road west of St. Louis Drive intersection.
-Snowtop Road
-Snowberry Court
-Lower Acorn Circle
-Upper Acorn Circle
-Pocatello Court
-Boiler Point Circle
-Pioche Place
-Little Baldy Court
-Slalom Court
-Snowtop Circle

G. Design Standards for Project Roads: The following design standards will apply to all County and District roads within the Resort:

The minimum centerline radii will be at least 75 feet,

Left turning lane on Keetley Road required at the intersection of Keetley Road and Telemark Village Center.

At intersections grade shall not exceed 4% for all approaches for a distance of at least 100 feet as measured from the centerline of the appropriate roadway or for a minimum of 50 feet from the stop bar, whichever is greater.

Street Grades: Maximum centerline road grade shall not exceed 10%, except for Keetley Road:
- west of Slalom Village to St Louis Drive, and
- east of Slalom Village to St Louis Drive,

where centerline grade shall not exceed 12%.

The minimum tangent distances out of intersections will be 100 feet on County Roads, and 50 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific recommendations of traffic/civil engineer, subject to approval of county review engineer).

The minimum tangent distances between reverse curves will be 100 feet on County Roads, 50 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific recommendations of traffic/civil engineer, subject to approval of county review engineer).

The minimum tangent distances between broken back curves will be 200 feet on County Roads, 100 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific

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recommendations of traffic/civil engineer, subject to approval of county review engineer).

H. Right of Way Widths

Public Roads

Right of way widths for public roads shall be 60' subject to the provision of additional easements for the following purposes outside the 60'right of way:

- slope easements for construction and maintenance of cut and fill slopes,
- utility easements (if necessary) for the construction and maintenance of additional project utilities, and
- snow storage easements for the storage of snow and other road related materials from project roadways.

Private Roads

Right of way widths for private roads shall be 50' subject to the provision of additional easements for the following purposes outside the 50'right of way:

- slope easements for construction and maintenance of cut and fill slopes,
- utility easements (if necessary) for the construction and maintenance of additional project utilities, and
- snow storage easements for the storage of snow and other road related materials from project roadways.

2. WATER SUPPLY, WATER RIGHTS, AND FIRE FLOWS

A. Water Rights

Wasatch County does not provide retail water service, and the burden of providing water rights, waterworks, and the retail water system is entirely borne by the Developer. The Developer shall have obtained adequate water rights, shall have secured approval of any necessary change applications from the State Engineer and shall have demonstrated the development of water source in quality and flows meeting the requirements of the State Health Department in the amounts necessary to service the development phase proposed on each application for Preliminary Approval at the time such application is made. In the event that Developer has not satisfied any of the above requirements prior to the filing of such application, County may, at its sole discretion, process the Application for other areas of concern but shall not approve such application until the requirements of this section have been met.

Notwithstanding the foregoing, no first phase proposed for Telemark Park Resort may be approved without rights, flows

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and storage meeting the Fire Flow requirements of this Section.

(a) Quantity of Water:

(1) Total Water Demand. The total required water rights for Telemark Park Resort if all Density approved herein is constructed is 316 Acre Feet annually, according to the County's consultant. Applicant represents a desire to implement water conservation measures which might reduce this total amount. As the County wishes to encourage water conservation, but such measures are unproven to the County, the following requirements are imposed:

Any first phase proposed for Telemark Park Resort must have water rights and flows calculated on a per unit basis according to the table below. The Developer may perform a metered water use study on the first phase and present the results to the County. Any such study must meet the requirements of the State Division of Drinking Water and must be reviewed and approved by the State prior to any reductions in system demands or water rights. At the County's sole discretion, the total required water rights for Telemark Park Resort may be reduced according to the results of that study.

TELEMARK PARK RESORT WATER RIGHTS REQUIREMENTS

TYPE USE	UNITS	STORAGE DEMAND (gallons)	DEMAND (gallons)	ANNUAL DEMAND (af)	TOTAL** (af)
COMMERCIAL	72*	40	2,880	.225	16.20
LODGE CONDO	148	450	66,600	.500	74.00
APART. CONDO	98	400	39,200	.450	44.10
TOWNHOUSE/COTT	124	475	58,900	.530	65.72
SINGLE FAMILY	146	500	73,000	.560	81.76

* Commercial square footage in 1000's
** Demand stated in Acre Feet per year.

NOTE: For common area, snowmaking and seasonal demands, reference is made to Table 1 of the above referenced report by EWP.

(b) Phasing of Water Acquisition.

In order to prevent an undesirable situation from resulting if Developer is unable to obtain the total required water rights or develop the necessary sources, the following conditions are imposed:

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(1) Prior to approval of Preliminary Plans, Developer must demonstrate that substantive and valid water purchase options have been secured or that a valid application has been made to the Central Utah Water Conservancy District for C.U.P. water in the total amount required for the project.

(2) If the total water rights and sources have not been secured prior to the first Preliminary Plan, such plan must show the proposed development utilizing the Applicant's existing 100 acre feet of water, and a demonstration that such development would be capable of standing alone in the event that nc further water rights may by obtained or sources secured.

(3) If, within five years of the first Preliminary Approval, total water rights and sources for the project as approved herein, or as modified by the County pursuant to a metered water use study, have not been secured, Developer shall file with the County a proposed Amended Density Determination showing the proposed reduced project size and application of the then perfected water rights and sources.

B. Water System Capacity and Fire Flows:

Because of the wildland fire exposure in the Telemark Park Resort, and the distance from established Wasatch County fire fighting services, the Fire Flow demand for the Development has been set at a level in excess of that required by the Uniform Fire Code. The estimated fire flow demand for each type of Unit is shown on the following table:

Peak Day Source Demand and Flows

Unit Type	Gallons/Day Winter	Summer
Commercial Space, Per 1,000 sq. ft.:	75	80
Lodge Condos:	800	900
Apartment Condos:	600	800
Townhouse/Cottage:	800	950
Single Family Lots:	800	1000
Open Space, Per Acre:	-0-	4030
Snow Making, Per Acre:	3000	-0-
Total Demand in gallons per minute:	358.9	360.8
Total Storage Demand -		

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50% of Peak Daily Flow, in gallons: 268,000*
260,000
*(includes 60,000 gallons snowmaking)

(a) Fire Flows and Storage Demand:

(1) The following fire flow requirements were established in the 1991 Density Determination and are understood as minimum standards. Final requirements for the project will be established in accordance with the criterion in Section V.2.B.(a).

- Multi-Family and Commercial Villages: 2,500 GPM flows for 3 hours, based on type of construction and the requirements for fire sprinklers. Uniform Fire Code, 1994 Edition shall govern.

- Single Family Areas: 2,000 gallons per minute for 4 hours shall be the required fire flow and storage in all areas, based on type of construction and the requirements for fire sprinklers. Uniform Fire Code, 1994 Edition shall govern.

- Total Fire Flow Storage: The total storage per the above requirements would be 450,000 gallons for 2,500 GPM X 3 Hours, or 480,000 gallons for 2,000 GPM X 4 hours. As the greater of these two is 480,000 gallons, the required fire storage shall be 500,000 gallons.

(2) Fire flow storage provided within the development shall be no less that specified by current fire flow rates and durations specified in the current Uniform Fire Code as adopted by Wasatch County at the time of the recordation of each phased portion of the project. Fire storage may therefore be greater than values specified above depending upon the construction phasing of the project.

(3) Fire flow storage for Roosevelt Gap, Slalom Village, and Snowtop developments shall, in addition to Wasatch County requirements, comply with Park City Fire Code standards of general application at the time of construction.

(b) Total Storage Demand:

(1) Total storage demand is the sum of fire flow storage, unit storage demand, any other storage demand, and is the greater of summer or winter storage demand. This is calculated to be 770,000 gallons. This is the

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minimum required total storage for Telemark Park Resort. This may only be reduced through alternate storage or source for snowmaking water, which accounts for 60,000 gallons during the winter, and/or a reduction in unit demand based upon a metered water use study as provided for above.

(2) Domestic storage provided within the development shall be no less that specified by current standards specified in the current Utah State Drinking Water Standards, and in current Jordanelle Special Services District Standards at the time of the recordation of each phased portion of the project. Domestic storage may therefore be greater than values specified above depending upon the construction phasing of the project.

C. Water System Design Standards. The following design standards apply to the construction of the water system in Telemark Park:

(a) Storage Location, System Design & Main Depth:

Total water system storage may be provided in a single location in the project, or divided up into multiple locations throughout the project such that fire flow storage plus domestic storage is satisfied at any particular location.

Each Neighborhood is to have available to it the required fire flow storage plus average daily flow storage, or one-half peak daily demands, for the entire neighborhood considering building types.

Conceptual water system design for the overall project (well locations and capacities; main sizes; and tank locations, elevations, & sizes shall be submitted with preliminary plans.

Water mains are to be buried to a minimum depth of 7 feet in roadways and at a depth of 5 feet in other locations, or as established by Jordanelle Special Services District Standards.

(b) Fire Protection and Suppression Requirements:

(1) Fire Sprinklers. All residential and commercial structures within Telemark Park Resort shall be internally fire-sprinklered in accordance with the provisions of the Uniform Fire Code, as updated from time to time. Unless specifically approved by the Fire Marshall for non-combustibility, all such structures shall contain exterior sprinklers as well. Such exterior

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sprinklers shall include at least under eave sprinklers, but may be required to include roof top sprinkling in areas or on structures deemed by the Fire Marshall to have wildfire hazard or vegetation to roof relationships justifying such measures.

(2) Fire Breaks. The Application contains provisions for fire breaks around structures. Conformance to the Application in this regard is a condition of this approval and future construction permitting.

(3) Building Construction/Combustibility Standards. Construction shall meet all applicable fire safety requirements of local, state and federal agencies, and shall be at least as fire resistive as Type V-ONE-HOUR Construction, maximum compartment size 21,000 square feet, per Table 5-C of the Uniform Building Code.

(4) Fire Access. Access to structures for fire suppression equipment shall meet all applicable requirements of the Fire District and shall be subject to review by the Fire Marshall, which shall in no event exceed the requirements of the Uniform Fire Code.

(5) Non-County Fire District Service. In the event that Telemark Park Resort contracts with a non-County fire district for interim service the Fire Marshall of said district shall have interim authority hereunder to enforce Fire Safety measures. Approval by the Fire Marshall having jurisdiction and responsibility over the Development shall be binding in the event of a later transfer of jurisdiction, and property owners will not be required to modify existing structures solely on the basis of a jurisdictional transfer.

3. SANITARY SEWER

All commercial buildings and residential dwellings within the Telemark Park Resort shall be served with sanitary sewer service from a sewage collection and or treatment utility or district consistent with the Jordanelle Basin Wastewater Treatment Plan adopted by the County.

4. STORM WATER AND WATER QUALITY

Telemark Park Resort is located within the watershed of the Jordanelle Reservoir and the Provo River. This approval is conditioned upon recognition of the non-degradation status of the hydrologic setting.

A. Stormwater Plans.

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Preliminary Plans shall be required to show compliance with the Telemark Park Surface Water Runoff Control Conceptual Level Master Plan by Hansen, Allen & Luce, dated December, 1989 (hereafter the Water Quality Plan). Any proposed variation from the provisions of this plan are subject to review and approval by the County.

Preliminary Plans will be required to show compliance with that plan and shall specifically address:

- Location of all building sites outside of storm water discharge routes.
- Detention Structures.

B. Water Quality Control.

The Hansen, Allen & Luce Water Quality Plan referred to above is incorporated herein by reference. The summary measures below are extracted from that plan.

"The Water Quality Plan identified detention basins. The Water Quality Plan also identified the potential for Preliminary Plans to identify and propose alternatives, so long as the mitigating effect upon water quality equals that provided by the basins. In the absence of alternatives proposed by developer and approved by the County at Preliminary Plan stage, the following detention basins are required to be constructed by Developer as a condition of this approval:

- Drain Tunnel Gulch (AKA Telemark Hollow)
- St Louis Gulch
- U.S. 40 (Just above U.S. 40 Embankment in lower Drain Tunnel Gulch, AKA Telemark Hollow)"

The size and design of the above basins shall be determined based on site specific hydrology, hydraulic and water quality calculations and considerations presented by the developer's engineer with Preliminary Plans subject to review and approval of Wasatch County and Wasatch County Review Engineer.

Based on Telemark Park Resort, Concept Level Water Quality Plan, June 7, 1996, detention basins may be constructed at the following locations and sizes within the project to satisfy the above requirements:

Location	Size
• Roosevelt Gap	0.5 acre feet
• Little Baldy #1	0.5 acre feet
• Little Baldy #2	0.5 acre feet
• Little Baldy #3	0.5 acre feet
• Little Baldy #4	0.5 acre feet
• St. Louis #1	3.0 acre feet

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- St. Louis #2 2.0 acre feet
- St. Louis #3 2.0 acre feet
- Gordon's Gulch 0.5 acre feet
- Spin-Cycle 7.0 acre feet
- US 40 Basin 10.0 acre feet

Preliminary and final plans for Telemark Park shall include sufficient analysis and documentation, presented to Wasatch County for review and approval, to assure that the proposed mitigation plan is implemented. Commitments shall include design and construction techniques, plans and specifications.

Water Quality plans prepared for Preliminary Plan and Final Plan submission shall be designed in accordance with the following references:

- **"Wasatch County Hydrologic/Water Quality Study,"** Hansen Allen & Luce Inc., June, 1994.
- **"Wasatch County, A Guide for Erosion and Sediment Control at Construction Sites**, EWP, Draft Report, December 11, 1995"

C. Ownership and Maintenance:

All storm water conveyance facilities and detention basins shall be owned by the Telemark Park Master Homeowners Association or a Telemark Park Special Services District. All storm water conveyance facilities and detention basins shall be operated and maintained by the Telemark Park Master Homeowners Association or a Telemark Park Special Services District.

D. Stormwater Design Criteria:

All drainage ways with 10 year design flow velocities above 4 feet per second shall be lined with riprap sized with a minimum safety factor of 1.5 in accordance with the Barfield (1981) method. Drainage way hydraulics shall be analyzed with the Mannings flow equation. Cross road drainage facilities including culverts will be designed to convey at least the 10 year design storm after development. The 100 year after development storm event must be considered in the design of such cross road drainage facilities as well as natural and improved open channels, storm drain inlets and storm drain pipe systems so as to provide that such an event does not inundate structures, damage utilities, endanger the public or adversely impact the environment. The design of drainage ways and culverts shall be included in Preliminary Plans and construction detail shall be provided in the Final Plans.

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All building sites and essential facilities shall be positioned such that they are free of flood hazard and/or are protected from 100 year stormwater flows.

Stormwater planning, design, and construction will be integrated with water quality planning.

5. RELATIONSHIP OF ROADS AND UTILITIES TO OTHER PROPERTIES.

Neighboring properties that now have a legal right to use the Telemark property for access may not be landlocked. Anticipated properties that may use project roads for access to their property are disclosed in Section III. 15. of this First Amended Density Determination. Terms for the provision of utilities to these properties is also described in Section III. 15. A reimbursement scheme for utility services shall be developed and must be approved by the County and Developer before any other properties are authorized to connect to facilities constructed by the Developer of Telemark Park.

6. PUBLIC TRANSPORTATION

There is no established public transportation service in the area at this time. Limited common carrier or hotel courtesy-type public transportation should be anticipated. Loading zones only in multifamily and village areas shall be provided at walking distances no greater than 500 feet and shall have the following characteristics: 40 feet long and 10 feet wide located outside the normal travel lanes of roadways.

VI. DEVELOPMENT AND SITING OF IMPROVEMENTS

Although a great deal of siting detail has been developed through the Density Determination stage, the specifics as to the development to occur on each of the identified development sites is still quite general in nature, with final design and engineering to follow as individual development sites move to Preliminary and Final Approval. Subsequent applications for Preliminary or Final Approval are to be in substantial conformance with the Application. Subsequent submittals will be deemed to be in substantial conformance with the Application and this Order of Density Determination if they meet the following standards:

1. DEVELOPMENT PARCELS

Density Determination is considered approval of Density in the areas shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7 according to the conditions contained herein and according to the Pre-Conditions described in Section IV. The location and boundaries of the Development

Parcels are identified on Land Use and Area Exhibit. Parcel boundaries may be adjusted at Preliminary Plan level, but may not be significantly changed. Specifically, boundaries are expected to be within 50 feet of those shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. The area of Development Parcel areas may be decreased.

Adjustment of Multi-Family Development Parcels may not increase total area by more than 5% of that shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. Any such increase may not increase the allowable building mass.

Single Family Parcels may be adjusted, but may not be increased in area unless such increase is due to the conversion of adjacent road right of way (RRW) or MultiFamily (MF&C) areas. Lot lines as shown on the Concept Plan may be reconfigured and the overall number of lots may be reduced according to the Single Family Lot Guidelines herein, but in no event may open space be reduced after dedication to the Master Association.

In no event may the net acreage of Open Space areas be decreased from that shown on the Land Use & Area Exhibit by more than 2%.

Any proposed adjustment of Parcel boundaries from the Application must be shown at Preliminary Application. At Final Application adjustment may only represent survey correction, not reconfiguration.

Within applicable setbacks within MF&C areas, Developer may reconfigure building footprints and shapes from those shown on the Concept Plan and shall show such reconfiguration at Final Plan Application. Such reconfiguration shall be subject to all other conditions contained herein.

At Preliminary Plan developer may adjust roadway locations from those shown on the Concept Plan in the interest of minimizing site disturbance and grading. Such adjustment may not result in more than a 5% increase in total RRW area shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, unless such increase is due to an increased width condition imposed by the County.

2. SITING GUIDELINES APPLICABLE TO ALL DEVELOPMENT PARCELS

The following guidelines apply to all development parcels within the Telemark Park Resort:

Unless otherwise approved during the preliminary plan phase of the project, Building envelopes shall be configured

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within required setbacks within parcels approved in this Determination for such use, and shall be designated on Preliminary Plan submittal.

Preliminary plans shall be of 1"=50' or greater scale. Such plans shall show existing vegetation of 4" DBH (diameter at breast height) or larger trunk caliper and shall demonstrate an effort to preserve such vegetation wherever possible, with emphasis on preservation of larger and slower growth type trees and groves.

Preliminary plans submitted for review and approval shall show setbacks, limits of disturbance, building envelopes, snow storage areas, cuts, fills, proposed slopes for disturbed areas, general utilities, rights-of-way, easements, and proposed night lighting.

Preservation of natural features and vegetation to the extent reasonably possible is required. Retain existing tree stands and existing terrain where possible.

Building siting should be responsive to the overall development concept, adjacent development, and (i)Topography, (ii)Geology/soils conditions, (iii)Hydrology, (iv) drainage and flood plain considerations, (v) Vegetation, (vi) Views, (vii) Solar and micro-climate considerations, (viii) Access and circulation; pedestrian and vehicular, (ix) Seasonal response, (x) View corridors, (especially to the mountains), and (xi) Snow storage requirements.

3. COMMERCIAL SPACE.

Location: Commercial Space shall be constructed in the Villages indicated on the Master Plan, and shall not be transferrable between Villages.

Allowed Commercial uses: Office, Restaurant, Retail, Ski & Sports Shop, Tavern, Convenience Store, Delicatessen, Cafe, Sports/Fitness and other uses related to the recreational and residential nature of the development.

Prohibited Commercial Uses: Any business activity producing noxious fumes, hazardous waste or noise pollution, any other business activities prohibited in the zone or the County.

4. SET BACK AND SIDEYARD STANDARDS

Minimum Setbacks SINGLE FAMILY:
Front Lot Line: 20 Feet
Rear Lot Line: 30 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 45 Feet

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Minimum Setbacks MULTIPLE FAMILY:
Front Lot Line: 15 Feet
Rear Lot Line: 25 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 40 Feet
No building or structure other than fences shall be built within the setback criteria as described above.

5. SINGLE FAMILY SUBDIVISION LOT DESIGN STANDARDS:

It is the intent of these criteria to minimize surface and visual impact from the development of single family lots and to restrict dwelling placement, height, size and design so as to provide for unobtrusive, attractive dwellings in harmony and proportion with their surroundings.

The following parameters are being approved out of consideration for the environment, to allow for clustering of single family dwellings and larger open space areas, and to achieve aesthetic variation within the project. Applications for Preliminary and Final Approval of Subdivisions containing Single Family Lots will be approved if they demonstrate compliance with the following standards:

Lot Size: The minimum Lot size will be at least 10,000 Square Feet

Limits of Disturbance: Within each Lot, the Preliminary Plan and Final Plat must designate and show an area within each lot where grading and vegetation removal is allowed and where the dwelling and all improvements must be sited. Outside of the Limits of Disturbance only approved above-ground thinning of existing vegetation or spot planting, and the reasonable and necessary placement of utility service lines to the Lot may occur. The Limits of Disturbance Area will be shown on the Final Plat and varies from lot to lot to protect vegetation, drainage, and areas of steep slope.

Maximum Dwelling Coverage: Within each Lot, the Preliminary and Final Plat must designate the maximum size of allowable structures in plan view, including eaves, overhangs, and outbuildings, which may be constructed on the Lot. This is not the Floor Area, but the area of Lot coverage. The Maximum Dwelling Coverages and Maximum Dwelling Sizes shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Impervious Area: Within each Lot, the Preliminary and Final Plat must designate the maximum

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area of impervious surface allowed on a lot in addition to the Dwelling Coverage, including driveways, concrete slabs, walkways, steps and other surfaces impervious to water. The coverages shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Total Floor Area: Within each Lot, the Preliminary and Final Plat must designate the maximum Floor Area as defined by the Uniform Building Code, which does not include garages. The Maximum Floor Areas shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Garage Area: Each Lot must contain a garage. The maximum allowable garage shall be 600 square feet per dwelling. Larger garage areas will be counted against the total Allowable Floor Area of the Dwelling.

Maximum Irrigated Landscape Area: The Preliminary and Final Plats for each Single Family Subdivision must show the maximum allowable irrigated area for each Lot. The irrigated area is that portion of the Lot which may be irrigated or planted in non-native plants using additional water. The actual irrigated area will be shown on the final plat, but will average 1,600 square feet on each Lot. Some drip irrigation of native and drought resistant plants may be done beyond this limitation. Notwithstanding any of the foregoing, the Telemark Park Resort Special Services District will establish water rate schedules penalizing excessive landscape watering.

Upper Story Restriction: Succeeding or higher stories of a dwelling must be no larger than 75% of the next lower story if that lower story, as measured by the intersection of the floorplate plane with natural grade, is 50% or more above natural grade. In split-level designs such ratio is by reference to the floor directly below as opposed to the half-story.

Master Association Architectural Control Committee: Notwithstanding any of the foregoing, the Master Association Architectural Control Committee must approve all planned construction prior to any alteration of existing site conditions. The Telemark Park Resort Architectural Guidelines shall define this procedure, which regulates architecture, landscaping, siting, vegetation removal, thinning for firebreak, stormwater discharge and environmental guidelines. The standards and regulations of this Density Determination will be incorporated into the Subdivision Covenants, Conditions, and Restrictions for each Subdivision.

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SINGLE FAMILY LOT COVERAGE TABLES

Lot Area Dwelling Increment (square feet)	Coverage Factor for Increment	Maximum Coverage in Square Feet	Total Coverage in Square Feet
For the first 11,000 sq. ft.	26% coverage	up to 2860	up to 2860
For the next 11,000 sq. ft. (11,001-22,000)	18% coverage	up to an additional 1980 sq. ft.	up to 4840
For the next 11,000 sq. ft. (22,001-33,000)	8% coverage	up to an additional 880 sq. ft.	up to 5720
For the next 11,000 sq. ft. (33,001-44,000)	4% coverage	up to an additional 440 sq. ft.	up to 6160
For Area above 44,001 sq. ft	3%		

As an example of using the above Table, consider a 15,000 square foot lot: the Total Dwelling Coverage would be computed as follows: For the first 11,000 square foot of Lot area, a coverage of 26% applies. For the Lot Area above 11,001, a coverage factor of 18% applies. 26% of 11,000 = 2860 + 18% of 4000 (15,000 - 11,000) = 720 for a total of 3580 square feet.

MAXIMUM SINGLE FAMILY LOT "OTHER IMPERVIOUS" COVERAGE GUIDELINES:

lot area increments (sq ft)	maximum other coverage %	maximum other coverage (sq ft)	maximum total other coverage (sq ft)
up to 11,000	15.0%	1650	1650
11,001-22,000	10.0 %	1100	2750
22,001-33,000	5.0%	550	3300
33,001-44,000	2.5 %	275	3575
44,001 +	2.0 %		

As an example of using the above Table, consider a 15,000 square foot lot: the total other coverage would be 15% of 11,000 = 1650 + 10% of 4000 (15,000 - 11,000) = 400 for a total of 2050 square feet.

CUMULATIVE MAXIMUM SINGLE FAMILY LOT "TOTAL IMPERVIOUS" COVERAGE GUIDELINES: ("DWELLING" COVERAGE + "OTHER IMPERVIOUS" COVERAGE)

lot area increments (sq ft)	total dwelling coverage (sq ft)	total other coverage (sq ft)	total impervious coverage (sq ft)
up to 11,000	2860	1650	4510
11,001-22,000	4840	2750	7590
22,001-33,000	5720	3300	9020
33,001-44,000	6160	3575	9735

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44,001 +

As an example of using the above Table, consider a 15,000 square foot lot: the total impervious coverage would be the total of 3580 sq ft computed above and 2050 sq ft computed above for a total of 5630 square feet.

MAXIMUM SINGLE FAMILY LOT "FLOOR AREA" GUIDELINES:

MAXIMUM SINGLE FAMILY LOT FLOOR AREA GUIDELINES:

Lot area increments (sq. ft.)	maximum total floor area (percent)	maximum total floor area (by increment) (sq. ft.)	maximum total floor area (cumulative) (sq. ft.)
up to 11,000	45%	4,950	4950
11,001-22,000	30%	3,300	8250
22,001-33,000	15%	1,650	9900
33,001 +	8%	na	na

As an example of using the above Table, consider a 15,000 square foot lot: the total floor area would be 45% of 11,000 = 4950 + 30% of 4000 (15,000 - 11,000) = 1200 for a total of 6150 square feet.

6. COMBINATION OF LOTS

At Preliminary Plan submittal developer may reduce the total number of lots within a neighborhood by combination of lots. The resulting larger lots shall be allowed construction according to the formula in Tables above. In no event shall the foregoing allow developer to increase the total area of single family development or to increase the number of lots or total allowed construction.

Preliminary Plans for the first single family lots in the project shall contain, in form satisfactory to the County, Covenants for single family neighborhoods which contain provisions that:

Adjoining Lots may be combined if owned by one party. The resulting parcel shall be treated as one lot for all further purposes and such combination shall be deemed permanent. No lots, once combined, may be subdivided. The owner shall be required to file a Notice of Combination with the Master Association which shall record such notice with the County Recorder prior to commencement of construction. (The ownership of adjoining Lots is not, by itself, evidence of combination or intent to combine, and combination is not deemed to have occurred unless and until a Notice of Combination has been recorded, or a structure built which crosses the common Lot boundary line.)

The resulting larger lot shall be allowed coverage, impervious area and dwelling size according to the tables preceding as 1 lot, not the sum of the allowed areas prior to combination.

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The limits of disturbance area shall be revised by applying the ratio between the dwelling size allowed on the largest uncombined lot to the combined dwelling size allowed to the area of disturbance on the largest uncombined lot. The configuration of such area must meet all applicable setbacks and shall be subject to discretionary review by the Master Association Architectural Control Committee. Committee may disapprove the limits of disturbance based upon visual impact, vegetation impact and neighborhood compatibility. The Committee shall consider and rule upon such combinations prior to purchase if so requested.

Assessments by the Master Association shall be based upon a minimum per lot and an additional amount ratable to dwelling size, combined lots to be assessed as one (1) lot. No combination of Lots shall have the effect of increasing the assessment applicable to other Lots in the Subdivision which were not combined.

Dwellings in excess of 20,000 square feet of floor area must be approved by the Planning Commission on an individual basis.

7. SPECIAL GUIDELINES FOR TELEMARK HOLLOW LOT:

The Lot shown on the Telemark Park Resort, Concept Master Plan, revised June 7, 1996 as Lot 127 (previously Telemark Hollow Single Family) shall be subject to the following additional guidelines:

Driveway: The driveway shall conform to flag lot driveway standards and conditions contained herein.

Dwelling Height: The dwelling shall not break ridgeline as viewed from Jordanelle State Park Hailstone Marina Visitors Center by more than 12' and shall otherwise conform to single family dwelling height restrictions as revised.

Site Plan for limits of disturbance and driveway shall be submitted with final plan and be subject to discretionary review by County. Revegetation of all site cuts and fills shall conform to regulations established in Section VI, Sub-Sections L and M.

8. BUILDING HEIGHT.

Unless otherwise stated in regard to specific buildings or building locations, the following height standards shall apply within the Telemark Park Resort. Height is restricted on a neighborhood by neighborhood basis. Maximum height refers to the mid-point of a roof as measured from the ridge to the intersection of the roof and wall. Natural grade is defined

as a plane formed by the corners of the dwelling prior to any excavation. The height regulations for specific sites are as follows:

A. Lodge Condos at Slalom Village: Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside walls), with the top level being partly located in the roof structure. The top level shall not cover more that 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

B. Commercial at Slalom Village: is to be contained within the Lodge Condo configuration.

C. Ski Academy: Height shall be measured from finish grade at midpoint of building and shall not exceed 45 feet in height.

D. Roosevelt Gap Lodge: Height shall be determined in the field such that no portion of the Roosevelt Gap Development will be visually obtrusive from the vantage point of the Stew Pot restaurant located at 1375 Deer Valley Drive, Park City.

E. Telemark Village: Height will be restricted by reference to parcels on the Telemark Village, Concept Master Plan, June 7, 1996. Height shall be measured from natural grade as defined above and parcel numbers below are from Telemark Village, Concept Master Plan, June 7, 1996. Building height shall not exceed 38 feet at roof mid-point and 28 feet at eaveline (except gable and dormer ends) on Parcels #1 and #3, 58 feet at mid-point and 48 feet at eaveline (except gable and dormer ends) on Parcel #2, and 48 feet at mid-point and 38 feet at eaveline (except gable and dormer ends) for Parcel #4. Subject to further design discretion of the Planning Commission, Telemark Village structures, or special architectural features of such structures, with special mitigating architectural treatment, may exceed the above height restrictions.

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F. Single Family Dwellings: The maximum height of these buildings shall be 33 feet as measured from natural grade, chimneys and roof vents excepted.

9. STANDARDS INCORPORATED INTO RECORDED COVENANTS.

The recorded covenants governing each portion of the Development shall establish specific guidelines, consistent with these standards, and reasonably acceptable to the County for final siting of buildings and roads; building bulk, form and height limitations; building materials, colors and textures; and building orientations for maximum solar access and energy conservation purposes. The Design Guidelines attached as Exhibit C will also be incorporated into the master Declaration Covenants, Conditions, and Restrictions for the Telemark Park Resort.

10. HANDICAPPED/ELDERLY ACCESS.

Access for the handicapped must be provided in all buildings open to or used by the general public.

11. PARKING AND LOADING REQUIREMENTS.

A. General Parking Design Considerations.

Each development site is required to provide its own parking, which shall be under the control and ownership of the owners of that development site. All parking spaces shall be located on the same parcel as the building or use for which they are required. The Master Association Covenants, Conditions and Restrictions, or where appropriate, the neighborhood or condominium covenants shall address parking and include the following limitations:

(a) No parking spaces shall be located within the setback area of a parcel boundary.

(b) There shall be no parking of commercial vehicles with three or more axles in residential and accommodation parcels.

(c) Service bays within the building or parking structure shall provide for maneuvering of service vehicles.

(d) Underground parking clearance shall be a minimum of 8 feet high to accommodate vans and vehicles with ski racks. Driveways shall not exceed 15%, but should generally have a slope of less than 6%.

B. Special Provision for Roosevelt Gap:

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The litigation settlement agreement in the action entitled Park City Consolidated Mines Company et al. v. Park City Municipal Corp., Third District Court, Summit County, Civil No. 930390001 contemplates that the parking for Roosevelt Gap, if constructed as approved herein as a 105 unit lodge facility, will be primarily located at the adjoining Snow Park Hotel site in Deer Valley and will be connected to the Roosevelt Gap facility by funicular tramway so that guests and or residents would primarily access the facility from Snow Park. Parking provided in this manner will be acceptable to Wasatch County as meeting the requirement for on-site parking.

C. Parking For Residential Uses.

Parking for residential uses is based on the size of the residential structure, as shown on the following table:

Parking Required for Residential Uses

unit type	number of bedrooms	number of covered spaces	total number off-street spaces
sf	1-5	2	4
sf	6	2	5
sf	7+	3	6+*
ac	1	1	1
ac	2	1	2
ac	3	1	2
ac	4+	2	3+*
lc	1-2	1	1
lc	3-4	2	2
lc	4+	2+*	2+*
th/c	1-3	1	2
th/c	4+	2	3+*

* where asterisked, one additional space for each two additional bedrooms

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if housing unit sizes increase (in number of bedrooms) over proposals of the Application, the number of parking spaces shall increase in compliance with Section IV.K.2.a. Residential Parking above.

D. Parking for Commercial Uses.

Parking for Commercial and Support Commercial Uses. Parking for commercial space shall be provided in the ratio of 3 spaces per 1000 square feet of commercial building area, which includes employee parking requirements for those areas. This parking requirement does not apply to support commercial as the parking for those uses is accounted for in the residential parking requirements.

E. Parking for Recreational Uses.

Parking for Recreational Uses. Developer shall be required, in the sequence described herein, to provide 25 off street parking spaces in the Telemark Village area suitable for trailhead use. Such spaces may double for the commercial parking requirement at Telemark Village, as the timing of use is anticipated to be reasonably complementary and often related to both commercial and trail facilities.

F. Ski Academy Parking.

Ski Academy Parking shall be as shown below using a ratio of 3 parking spaces per 1,000 sq. ft.

G. Telemark Village Parking

Lodge Condominiums (2,000 sq ft avg)

Type	Units	Ratio	ps	
cv	43		1.5	64
uc	43		0.5	22
Total	43		2.0	86

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Townhouse Cottages (2.400 sq ft)

Type	Units		Ratio	ps
cv	41		2	82
uc	41		2	82
Total	41		4	164

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

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Apartment Condominiums (1,000 sq ft)

Type	Units	Ratio	ps
cv	82	1.0	82
uc	82	1.0	82
Total	82	2.0	164

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Employee Housing (1,000 sq ft)

Type	Units	Ratio	ps
cv	16	1.0	16
uc	16	1.5	24
Total	16	2.5	40

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Commercial (42,000 sq ft)

Type	Units	Ratio	ps
ap	42	3.0	126

NOTES:
ap indicates applicant request

Ski Academy (20,000 sq ft)

Type	Units	Ratio	ps
ap	20	3.0	60

NOTES:
ap indicates applicant request

The following is a summary of proposed parking provided within the Telemark Village

Type of use	ps
Lodge Condominiums	86
Townhouse Cottages	164
Apartment Condominiums	164
Employee Housing	40
Commercial*	126
Ski Academy*	60
Total	**640**

* using the applicants proposed ratio of 3 spaces per 1,000 sq. ft.

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12. SITE PREPARATION, GRADING, AND RE-VEGETATION.

Prior to any construction or the issuance of any building permit, Developer shall comply with the following conditions:

A. Geological Reconnaissance and Geotechnical Analysis.

The Report by Dames and Moore entitled Engineering Geology Reconnaissance and Geotechnical Study Telemark Park Proposed Development, dated December, 1988 and Amended July 13, 1989, is incorporated herein by reference. The recommendations of the above report are incorporated herein as conditions of this approval.

Notwithstanding the foregoing, Preliminary Plans shall be subject to site specific geotechnical review by the County and its consultants. Such plans shall show all proposed grading, cuts and fills, and shall specify slope angles and construction specifications for both cut and fill slopes.

Notwithstanding the foregoing, any building permits applied for in Telemark Park Resort shall conform to the specific geotechnical recommendations established for that site during Preliminary Review, and, in the absence of such recommendations shall be required to obtain such a site specific report.

In addition to site specific geology and geotechnical recommendations made by project geologists and geotechnical engineers, all project grading work shall be in accordance with provisions of Chapter A33 of the Uniform Building Code, 1994 Edition, or subsequent adopted revision thereto.

B. Site Preparation: Building Areas, and Trails.

The outlines of areas of site work shall be staked prior to beginning site clearing, grubbing or grading. All work areas shall be flagged including, but not limited to, access roads, storage areas, trails, buildings, utility corridors, road rights-of-way, building areas, and construction roads. Trees and vegetated areas which are within the defined areas and which are to be protected shall be encircled with snow fencing or other barriers of sufficient durability to last through a construction period. The County shall inspect and approve areas of site work prior to construction.

Methods of disposal of vegetative materials shall be approved by the County prior to any site work.

Stripped and stocked topsoil shall be seeded or protected by other erosion control methods acceptable to the County upon the earlier of: (i) 30 days after a stockpile is completed;

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or (ii) immediately, if a stockpile is completed between August 15th and the following May 1st.

A clearing, grubbing and grading specification which describes all operations, including, but not limited to, depth of root removal, dust control, temporary surface drainage controls, seasonal phasing, and haul routes, shall be approved by the County prior to any site work.

Site clearing, grubbing and grading shall be phased according to County approved construction schedules.

C. Site Grading, Drainage, and Erosion Control and Revegetation.

In order to minimize site disturbance, roadbeds shall be graded and stabilized prior to other site preparation.

Excavation or the extension of fill beyond the boundary of Disturbed Area is prohibited. Foundation construction shall be accomplished with precise cuts and fills.

Dust control measures approved by the County for work on-site and for haulage off-site shall be instituted to minimize fugitive dust problems.

Damage to trunks and roots of trees that are to be saved and soil compaction to root systems of such trees shall be avoided. Cuts, or fills over root zones of plants that are to be saved shall be avoided . Grading shall not be permitted within six feet of trees that are to be saved.

Utility lines shall be installed within road rights-of-way, under future trails, paths, or ski runs, or in areas otherwise unavoidably disturbed by construction. Trenches for utilities shall not be dug within the drip lines of trees that are to be preserved. If it is found absolutely necessary to route utility lines through undisturbed areas, the location of such lines shall require the advance approval of the County. If so approved, such areas shall be regraded after proper compaction of trenches and re-vegetated with native plant materials; seeded areas shall be protected with crimped straw, aspen mats or with another method approved by the County for erosion control.

Drainage diversions and structures shall be installed prior to any site disturbance in an affected drainage.

Graded surfaces shall not be left unprotected through the winter. All such surfaces shall be hydro-mulched or protected with crimped straw, aspen mats or with another method approved by the County. All disturbed slopes of 30% or greater longer

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than 12' as measured perpendicular to the contour shall be protected by dikes or perimeter diversions of a type, size, and location approved by the County.

In order to prevent loss of natural vegetation, the County may require installation of retaining structures where the vertical differential at centerline of the finished road profile grade and the natural grade exceeds 25 feet. All retaining walls and structures proposed in the Application or other wise required by the County shall be constructed by Developer.

In order to protect natural vegetation and to minimize erosion, the horizontal cross section of the roadway limits of disturbance in excess of 100 feet shall require the approval of the County Planner.

All retaining structures proposed in the application or otherwise required by the County shall be the responsibility of and constructed by the Developer.

D. Grading confined within parcel boundary.

All grading requirements of each development must be resolved within the property boundary.

Cuts and fills should be minimized and blended into the existing terrain.

No retaining walls shall exceed 10' in height without a step or horizontal break of at least 3'. Timber retaining walls are discouraged.

Slopes of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote re-vegetation opportunities.

Maximum allowable slope shall be 2:1 (3:1 for mowable grass areas) unless stamped site specific geotechnical analysis allows steeper slopes.

The tops of cut slopes shall be rounded so as to blend with natural grade.

13. REVEGETATION & EROSION CONTROL POLICIES.

Preliminary Plans shall be required to show specific revegetation and erosion control plans for all disturbed areas within the Project. Such plans shall conform to the following minimum standards:

A. Plant Materials & Application:

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Plant materials shall be native to the area or adapted to non-irrigated conditions for the area planted. Seed mixes shall be varied for slope, aspect and soil type & cover. Seed mixes shall contain a minimum of 4 approved grass species and 2 approved legumes. Revegetation methods shall include an application of approved seed mix on a prepared surface at a minimum of 30 lbs/acre PLS, with an organic mulch applied at a minimum of 2,000 lbs/acre.

B. Revegetation of Ski Runs, Cut & Fill Slopes & Non-Irrigated Landscape:

Where disturbed, ski runs shall be revegetated to a minimum hydrologic cover of 50% within 3 growing seasons. Cut & fill slopes shall be revegetated to a minimum 30% hydrologic cover within 3 growing seasons except where the County approves a rock surface. Ski runs shall be revegetated with grass and herbaceous plants as opposed to shrubs, trees and woody species. Cut and fill slopes shall be seeded with grasses and legumes, but may also include shrubs, trees and woody species. Disturbed areas shall not be allowed to remain over winter, and shall be treated with seed and mulch within 8 weeks of disturbance or 4 weeks of finish grading. Preliminary Plans shall show revegetation plans and Final Plans shall show construction detail.

C. Erosion Control:

Erosion shall be controlled in the long term by revegetation and permanent conveyance and detention structures. During construction and prior to the establishment of vegetation, erosion and sedimentation shall be controlled by means of silt fencing, straw bales, the construction of water bars directing sheet runoff into non-disturbed areas at regular intervals and the application of mulches and erosion control blankets as soon as possible after disturbance. Preliminary Plans shall show erosion control design, and Final Plans shall Show construction detail for such measures.

D. Site Drainage:

The heavy snowfalls in the Telemark Park Resort area require special attention to drainage.

Preliminary plans shall be required to indicate how storm discharge from each parcel and any related improvements is directed so as to conform to the requirements of the Hansen Allen Luce Telemark Park Surface Water Runoff Control Conceptual Level Master Plan of December 1989. Such plans shall be subject to further review by Wasatch County for conformance to County Requirements.

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Runoff from impervious surfaces such as roofs and pavement areas shall be collected and directed to drains.

Positive drainage of all public and private plaza and walkways is required. Drains should be full catch basins or trench drains. Balcony floor type drains are not acceptable.

VII. EMPLOYEE HOUSING

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots platted within the project, up to a maximum of 16 such units. Employee housing units are defined as units held permanently for rental on a monthly basis. Such units shall not be sold individually or converted to condominiums. Such units shall be approximately 1,000 square feet, and will be located in Telemark Village, and must conform to all other requirements for residential construction in Telemark Park Resort.

Until such time that 16 such units have been constructed, Developer shall be required to show on each preliminary plan submission, the provision of one such unit for each 32 dwelling units.

VIII. RECREATION AMENITIES, OPEN SPACE, AND COMMON AREA MANAGEMENT

Within the Telemark Park Resort property there are a number of areas that have been reserved as Open Space Areas under this Density Determination. The management and ownership of these open space areas is an important consideration in the overall Density Determination, and is viewed as an essential amenity to the development sites. The following policies and regulations will apply to the use, ownership, and management of the open space areas:

1. OPEN SPACE OWNERSHIP.

The following open space classifications are shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996.

A. Forest & Woodland Preserve (F&WP):

Forest and woodland preserve areas will be owned by the Telemark Park Master Owners Association, with restrictive covenants in favor of Wasatch County and/or a conservation organization to guarantee the preservation and maintenance of these natural areas, and prohibiting development on those properties, or dedicated to the public with similar

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restrictions. Certain open space preserves, as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996. may be dedicated to Park City.

B. Master Association Roadways (RRW):

Private roads will be vested in the Telemark Park Master Owners Association, which will have the power to assess properties within the project for purposes of road maintenance and operation.

Public roads leading to the project will be dedicated to either Wasatch County or the Jordanelle Special Service District, as directed by Wasatch County.

C. Recreation and Forest Conservation:

Recreation and Forest Conservation areas will be owned by the developer, or the Telemark Park Master Owners Association, and may be leased or sold to other private parties, including but not limited to Deer Valley Resort Company, for operation and maintenance of the recreation amenities including ski lifts and ski runs. Conservation easements over certain areas, as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996., may be granted to Park City.

D. Public Access:

Common areas within Telemark Park Resort will be private. The developer and the Master Association may allow public access to Recreation Amenities and may charge for such use. Such charges may have a differential between Master Association Members, Wasatch County Residents and the general public, but shall not otherwise discriminate against members of the general public. The common areas are not dedicated to the public.

E. Open Space Covenant:

At the first Plat Approval or building permit, the Developer must record an open space covenant preserving open space areas from non-open space uses.

2. RECREATION AMENITIES.

A. Recreation Amenities Defined:

Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996. is incorporated by this reference. Recreation Amenities shall be constructed in general conformance to the Exhibit in terms of location, dimensions and limits of disturbance. Specifications for Trails are

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contained on the referenced exhibit. Fixed structures shall be designed at Final Plan approval and may vary in terms of footprint, but shall conform to the Architectural Guidelines set out for the project. Variation from the exhibit shall be subject to approval by the County Planner, and may be denied if found to be inconsistent with the intent of this approval.

B. Conformance to standards:

The development of all skier and other recreation amenities shall conform to:

Any inter-resort agreements for operations, maintenance, and construction.

AASHTO bridge construction and specifications.

All padding, parapet, curbs, and railing requirements as described by ANSI standards.

All applicable UBC standards for design, snow, and vehicle landings and for earthquake loadings.

Area operator and his insurance carriers requirements.

The design and construction of skier bridge and or tunnels shall adhere to the aforementioned requirements with particular consideration towards skier and vehicular clearances, padding, structure leakage protection, widths, slopes of ski trails both entering and exiting structures, and to finish surfaces and their relative grades.

C. Inventory & Phasing.

(a) Pre-Development Recreation Amenities:

Developer may apply for permits necessary to construct the following Pre-Development Amenities prior to Preliminary Approval of the first phase, subject to the conditions contained herein.

Alpine Ski Facilities:

Up to 30 Acres of Alpine Ski Runs and trails.

Trails/Nordic Skiing Facilities:

All Class I, II & III Trail, up to 15 Miles Total.

Parking & Guest Facilities:

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Temporary Gravel Surfaced parking for up to 20 vehicles.
Temporary Restroom Facilities (Self Contained, Licensed).
Up to 3 portable warming huts, not to exceed 600 square feet in total floor area.

Pilot Roads and Snow Cat Lanes:

Up to 5 miles of geotechnical investigation pilot roads and snow cat lanes.

(b) Phase 1 Recreation Amenities:

Phase 1 Recreation Amenities shall be constructed or bonded for prior to or with the first plat or condominium record of survey recordation.

Alpine Ski Facilities:

Option A (Alpine). If first phase is Roosevelt Gap and/or Snowtop Neighborhood only:

Fife's Run with return to Snow Park Lodge (Park City)

Option B (Alpine). If first phase is other than or includes other than Roosevelt Gap, and when any area other than Roosevelt Gap/ Snowtop Neighborhood is platted:

Slalom Chairlift Constructed

4 Ski Runs from Slalom Chairlift servicing Roosevelt Gap and Slalom Village.

Adequate snowmaking to cover up to 20 acres.

Trails:

Minimum 3 Miles Class I Trail

Minimum 5 Miles total Class II & III Trail.

Minimum 15 off-street parking spaces at Telemark Village Center suitable for trailhead use (may double as commercial parking).

(c) Phase 2 Recreation Amenities.

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Phase 2 Recreation Amenities must be constructed or bonded for prior to or with platting or record of survey recordation for more than 50% of the residential units in the project.

Alpine Ski Facilities:

Additional ski runs so as to provide approximately 40 total acres.

Additional snowmaking so as to cover minimum 30 acres.

Trails/Nordic Ski facilities:

Additional 3 Miles total class II & III Trail.

Additional 10 Off-Street Parking Spaces at Telemark Village
Center suitable for trailhead use, 25 total (may double as commercial parking).

(d) Optional Recreation Amenities:

Optional Recreation Amenities are contemplated by this Density Determination, are depicted or referenced on the Telemark Park Resort, Recreation Amenity Exhibit, revised June 7., may be constructed, but are not required.

Alpine Ski Facilities:

Jordanelle Access Chairlift
Additional Ski Runs, up to 70 acres.
Neighborhood Access Ski Lanes.*
Additional snowmaking, up to 60 acres.

Tennis/Swimming/Health Spa:

2 Regulation Tennis Courts at Roosevelt Gap, Slalom Village, Telemark Village Center, Little Baldy; 8 Total.

Swimming pools @ Roosevelt Gap, Slalom Village & Telemark Village Center, 3 total.

Health Spa Facilities at all multi-family & commercial centers.

Trails:

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Up to 15 total miles.

* Note: Neighborhood Access Alpine Ski Lanes are alpine skiing trails connecting development sites and dwellings to major ski runs and trails. Lanes are to be designed to minimize grading impact and must be machine groomable in winter. As alignment will depend upon final lot layout, lanes are referenced but not depicted on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996. Lanes are to be shown on Preliminary

(e) Association Common Area Recreation Facilities:

At Preliminary Plan Developer may apply, or after construction individual homeowners associations may apply to the County and the Master Association Architectural Control Committee for right to construct common area amenities such as tot lots, picnic facilities, single tennis courts, hot tubs, small pools, game areas etc.. Such facilities must be located within the common area of said Association, may not encroach upon Master Association Open Space and may be denied due to visual impact, environmental impact, or neighborhood incompatibility.

D. Recreation Amenity Ownership & Operation:

(a) Developer Primary Owner & Operator:

The Developer shall have primary ownership of and operating responsibility for major amenities. Developer may retain ownership to such amenities and operate them as for-profit businesses. The Maintenance Agreement will define methods by which ownership and operating responsibilities may be transferred to parties willing and capable of assuming the responsibilities attached thereto.

(b) Master Association May Own and Operate.

According to terms defined in the Maintenance Agreement the Master Association may be invited to operate and may receive title to some or all recreation amenities. The Master Association may elect not to operate such amenities, in which case the Abandonment Bonds shall be used to restore and/or stabilize the improvements. Under certain circumstances described in the Maintenance Agreement, the Master Association may not decline title to the R&FC lands.

(c) Recreation and Forest Conservation Lands:

Those lands shown on the Land Use Exhibit as Recreation and Forest Commercial shall be owned by the developer, the Master Association or other operator of the recreation amenities

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connected thereto. The parcels shown on the referenced exhibit may not be converted to other uses.

(d) Alpine Ski Facilities:

Alpine Ski Facilities, including the R&FC parcels to which they are attached, shall be owned by the Developer, Master Association or Operator of the facility as defined in the Maintenance Agreement. Owner may lease such facilities to a Concessionaire as defined in the Maintenance Agreement.

(e) Trails/Nordic Ski Facilities:

Trails and Nordic Ski Facilities, which include the R&FC parcels so designated as well as the Trail Easements over F&WP lands, shall be owned by the Developer, Master Association or Operator of such facilities as defined in the Maintenance Agreement. Owner may lease such facilities to Concessionaires as defined in the Maintenance Agreement. Owner also may dedicate such facilities to the public or a non-profit entity subject to approval of Wasatch County.

(f) Other Recreation Amenities:

Individual Homeowner Associations shall own and operate all amenities located within their Common Area. Village Center Sports/Fitness, Swimming & Tennis facilities shall be owned and operated in the same fashion as the Ski Amenities.

E. Access to Recreation Amenities:

Homeowners, Residents and Guests of Telemark Park Resort shall enjoy access to all Recreation Amenities, but may be charged by the Owner or Operator of such amenities at rates no greater than those charged the general public. Developer or owner of such amenities shall be free to enter into agreements with the Master Association for special rates and access arrangements to such Amenities, and may exclude the general public or charge the general public higher rates. Such agreements may include payment of all fees by Master Association, and access to Homeowners, Residents and Guests controlled by the Master Association. Notwithstanding any of the foregoing, no method of exclusion shall be implemented which shall deny access at fair market rates to Homeowners, Residents and Guests of Telemark Park Resort. This shall not preclude the closure of specific trails from time to time for the purposes of the Ski Academy and its related uses for training, special events, as reasonably necessary or convenient for the purposes of the Academy.

F. Pre-Development Recreation Amenities:

Developer shall have the right to construct and operate the Recreation Amenities inventoried in Section VIII.2.c.(a). prior to application for preliminary approval or plat approval for the first phase of the Project, subject to the following conditions:

(a) Developer shall submit a Pre-Development Water Quality Plan for review and approval by the County's water quality consultants. County's consultants must review and approve plans for conformity to Telemark Park Resort Water Quality Control plan and non-degradation of off site water quality.

(b) Developer shall submit plans at 50 scale or better to the county showing: proposed construction, proposed limits of disturbance, proposed construction methods, proposed erosion control and revegetation, estimated cost of improvements, estimated cost of abandonment and bond or letter of credit for amount in excess of existing out of pocket fund. Such plans shall be subject to approval by the County Planner and Building Official, and staking shall be subject to inspection for conformance to plans prior to construction.

(c) Pursuant to such approval, Developer may apply for permits to operate a Nordic Skiing and Mountain Biking operation as a business with advertising to the general public.

(d) Developer is specifically prohibited from operating Alpine Skiing except on a private, non-advertised, promotional, or club basis prior to Preliminary Approval.

(e) Developer must meet all other County and State requirements for any such operation, including health requirements. Sewage must be totally contained, must be handled by licensed waste operators, and may not be disposed of on site. It is contemplated that sewage would be handled by chemical toilet only.

(f) Warming Huts must be portable and may not exceed a total of three and total square footage of 600 feet.

(g) Geotechnical pilot roads must be within the proposed alignment right of way of project roads.

G. Recreation Amenities Abandonment Plans & Bonds.

Final Plans shall contain abandonment plans for any recreation amenities proposed addressing steps and costs necessary to restore and stabilize the site to a nondegrading

condition in the event that the recreation amenity is abandoned.

Excepting Pre-Development Recreation, Abandonment Bonds shall be posted prior to the construction of Recreation Amenities. The administration of such bonds shall be provided for in the Maintenance Agreement.

IX. MAINTENANCE AND ADMINISTRATION

1. MAINTENANCE AGREEMENT.

On or before the approval of the first plat or the issuance of the first building permit, with the exception of Pre-Development Recreation, Developer, Master Association and Special Services District shall execute and record, in form and substance satisfactory to the County, a Maintenance Agreement satisfying or containing each of the following:

A. Each beneficiary, mortgagee, lienholder or other owner of interest in the property, of record as of the recording date of said Agreement, shall execute an agreement subordinating their interest to the Maintenance Agreement.

B. Provisions for Maintenance and Abandonment Bonds which shall be posted by Developer in conformance to Maintenance and Abandonment Plans, and shall cover Recreation Amenities, Stormwater Conveyance and Water Quality Facilities.

C. An Open Space Preservation Agreement covering the Forest and Woodland Preserve areas of the Property.

D. Provisions for the operation and maintenance of the Recreation Amenities inventoried in Section VIII, in conformance to the following terms:

Developer or assigns shall operate and maintain the Amenities or lease them to entities capable of doing so.

In the event that Developer declines to operate any or all amenities, such failure shall be deemed an invitation to the Master Association to operate and maintain said amenities.

The Master Association shall have the right to choose not to operate said amenities, in which case the Developer shall be responsible to dissemble and restore said amenities to safe, stable conditions requiring no further maintenance. In the event that Developer fails to make such Restoration, the Abandonment Bonds shall be made available to the Master Association for such abandonment.

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Nothing herein shall be construed to alter or displace the right of Developer to operate the Recreation Amenities, provided, however, that should Developer desire to resume operation of said Amenities after a period of operation by the Association it shall be required to give 30 days notice, to reimburse the Association for any costs in excess of receipts which it incurred during such operation, plus a fair interest rate from the dates of such expenses.

The Recreation Amenity Operation Rights shall run with the land. Provisions shall be made in the Maintenance Agreement to prevent the enforcement of liens, mortgages, deeds of trust or other obligations of Developer from damaging, removing or dismantling Recreation Amenities (including but not limited to Ski Lifts).

E. Recreation Amenity Abandonment Bonds:

The Maintenance Agreement shall contain provisions governing the administration of Abandonment Bonds. Abandonment Bonds are described in Section VIII.

F. Water Quality Maintenance:

The Maintenance Agreement shall have provisions for the operation and maintenance of Stormwater Conveyance and Water Quality facilities:

After construction, three years of operation and inspection, the Master Homeowners Association or a Special Services District shall accept permanent maintenance and operation of such facilities.

Following construction, such facilities shall be inspected annually for a period of three years, after which they shall be inspected at five year intervals. Such inspection shall be defined in the Maintenance Agreement to the satisfaction of the County's Water Quality Consultant.

In the absence of seasonal or perennial streams discharging from the Property, Water Quality shall be monitored as follows:

At the outlet of the lowest detention basin, or above the culvert at U.S. Highway 40, whichever of the following measures is considered most reliable by County's water quality consultant shall be installed: Either a device capable of collecting water quality samples during storm events, which samples must be collected within 24 hours

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of an event, or a monitor connected to offices and caretaker dwelling which would signal the issuance of water from the detention basin so as to notify personnel to collect such samples on a 24 hour basis.

2. LEGAL STRUCTURE OF THE DEVELOPMENT.

A. Developer's Responsibilities.

The Developer is defined as the Applicant or Applicant's assigns or successors in the surface estate of the Property. The Developer shall bear primary responsibility for conformance to the conditions in this Approval, for construction of all improvements as shall be required under Preliminary and Final Approvals, for the posting of all required bonds and securities, for the construction of Recreational Amenities in accordance with Section VIII of this approval and for such other requirements as may be imposed by Preliminary and Final Approvals.

B. Jordanelle and Telemark Park Resort Special Services Districts.

It is anticipated that the existing Jordanelle Special Services District will operate and maintain the sanitary sewers collection and conveyance facilities, and may operate and maintain the water system and other facilities within the area and the project. Wasatch County may assist, if appropriate, and participate in the creation of a Telemark Park Special Services District (or districts) to be organized in conformance with appropriate Utah law to own, operate and maintain facilities not operated by the Master Association or the Jordanelle Special Services District.

C. Telemark Park Resort Master Association.

A Utah non-profit corporation shall be organized in accordance with the Development Code as an owners association to own, operate and maintain all private roadways, Master Common Area, and Master Common Facilities such as ski bridges, etc., to enforce the Covenants, Conditions & Restrictions, to enforce the Architectural & Environmental Guidelines and, if it chooses, certain Recreation Amenities. The Master Association must be constituted in a manner satisfactory to the County in the following respects:

(a) The Master Association must have the power to assess members of the association to carry out its necessary and intended purposes.

(b) Assessments and voting rights must be reasonable and fair, it must be bound by the maintenance agreement, its

assessment liens must take precedence over all other liens excepting governmental entities, and it shall be governed by a fairly elected Board of Trustees.

D. Sub-Associations.

Individual Condominiums, Lodges and/or neighborhoods may organize non-profit corporations or condominium owners associations under Utah law to own, operate & maintain sub-common area and enforce sub-covenants within certain areas. In the case of condominium ownership, an association of condominium owners will be formed as required by applicable law to govern the common areas of the condominium.

E. Sale of Development Parcels.

It is anticipated that Applicant may, from time to time, sell some of the Development Parcels to third party Developers. The sale of development parcels within the Resort can occur only pursuant to approved Preliminary Plans and shall not relieve Developer of any responsibilities conditioned in this approval. Such parcels shall be entitled to rely upon the Density Determination and other development standards contained in this Order, provided that they will remain subject to final plan and review and all other Conditions of this approval. The owner of such Parcels shall become the Developer of that parcel, but shall not be the Developer of the Resort as defined hereunder. The conditions imposed and rights conferred by this Order are intended to run with the land.

3. OTHER APPLICABLE LAWS.

All additional applicable state and federal laws and regulations shall also apply to this project.

X. DURATION OF APPROVAL

The County's Development Code, the Wasatch Development Code (adopted June 23, 1979) has been amended November 21, 1984 to allow planned Recreation Developments to obtain a Density Determination that would last longer than two years. The amendments were approved November 21, 1984 and became effective with the publication date of December 4, 1986. The following are the ordinance changes made effective December 4, 1986:

1. Insert the following at the end of Section 9.3.C.2. (entitled "scope"):

Determining density standards applicable to a proposed development in accordance with the procedures

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set forth herein is in the nature of specifying the density characteristic of the zoning applicable to the property in such proposed development and is not in the nature of granting approval of the proposed development itself or any part thereof. Approval to proceed with any portion of the proposed development is granted only as a plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Except as expressly set forth therein or in the density standards established for a proposed development, all County ordinances, resolutions, rules, regulations, impact and development fees, and other charges shall apply to any portion of a proposed development as they exist at the time the plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Once density standards applicable to a proposed development are established in accordance with the procedures set forth herein, and unless and until such standards are amended, suspended, or terminated in accordance with Section 9.3.C.7. thereof, (all design, engineering, construction, and development activities relating to the proposed development shall be in strict accordance with the Density Data for the proposed Development (and all of the designs, plans, plats, drawings, representations, requirements, terms, and provisions contained therein) as modified, conditioned, revised, or refined in accordance with the County Commission's findings and order establishing the density standards for the proposed development.)

2. Replace Section 9.3.C.i. (entitled "Step 9") with the following:

Step 9: Within thirty (30) days following the posting of the County Commission's findings and order, the developer shall prepare and cause to be recorded a form of Notice of Density Standards (satisfactory in form and substance to the County Attorney) containing (i) a property description of all parcels included in the proposed development with sufficient accuracy to enable proper recording and abstracting (ii) an incorporation by reference of all the conditions, restrictions, requirements, limitations, terms and provisions of said findings and order and a general summary thereof; (iii) the names and addresses of representatives of developer and County who can be contacted concerning the density standards; (iv) notice of any stipulations of the developer submitted to the County concerning the density standards and the fact that the density standards and any such stipulations bind present and future owners and mortgagees of any part of the proposed development; (v)

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such other matters as the Planning Commission staff and/or the developer deem to be appropriate or helpful; and (vi) the acknowledged signatures of all Owners of any part of the proposed development. A draft of said notice prepared by the developer and a preliminary title report and color coded map reflecting the location and description of each parcel comprising a part of the proposed development shall be delivered by the developer to the Planning Commission staff at least two (2) weeks prior to the end of said thirty (30) day period. In the event the developer fails or refuses to prepare such Notice the County may prepare such Notice and cause it to be recorded at the developers expense and without the Signatures of such Owners. Such Notice shall be recorded to give notice to all persons now or hereafter interested in the proposed development. Upon completion of the foregoing Steps 1 through 8 and this Step 9, the developer shall proceed as set forth in Steps 3 through 21 of Paragraph 9.1.D.

3. Insert the following new Section 9.3.C.7.:

Amendment, Suspension, or Termination of Density Standards: Following the establishment of density standards for a proposed development in accordance with Paragraph 9.3.C., such density standards shall remain applicable to and shall bind all real property comprising a part of such proposed development as a portion of the zoning requirements for such property unless and until amended, suspended, or terminated in accordance with one or more of the following paragraphs a, b, and c.

a. **Amendment, suspension, or termination of density standards proposed by developer.** The density standards proposed for a particular development may be amended, suspended, or terminated by the developer again proceeding in accordance with Steps 1 through 9 of Paragraph 9.3.C. Any density data filed in an effort to seek such amendment, suspension, or termination shall contain title evidence satisfactory to the County disclosing all Owners of any portions of the development subject to the initial density standards, shall contain a written request for such amendment, suspension, or termination signed by all Owners of, and lien holders upon all portions of the development for which a final plat or plats have not therefore been recorded, or for which building permits have not been issued and all construction under such permits completed, and may rely upon those portions of the Density Data submitted in support of the initial density standards which are certified and warranted as still true and correct by all such Owners at the time of such amendment, suspension, or termination is requested. In conjunction with any

amendment, suspension, or termination requested by the developer under this paragraph a., the Planning Commission and County Commission may consider and adopt any other amendment, suspension, or termination of the density standards which they deem appropriate. The Planning Commission may recommend and the County Commission shall approve an order amending, suspending, or terminating the initial density standards if the developer proves by a preponderance of the evidence that the density standards for the development, as amended, suspended, or terminated, satisfy each of the requirements of Paragraph 9.3.C.5. and that the developer is in accordance with all of the conditions, restrictions, requirements, limitations, terms, and provisions of the density standards as so amended, suspended, or terminated.

b. **Amendment, suspension, or termination by County or others.** Because density standards are established in accordance with this Paragraph 9.3.C. constitute zoning characteristics for the property within a proposed development, such standards may be amended, suspended, or terminated in accordance with procedures set forth in Paragraph 5.6. of this Code for amending the zoning applicable to all properties situated in the County.

c. **In accordance with the density standards.** In the event of any breach of or default under any condition, restriction, limitation, term, or provision of the density standards applicable to a development, the County may pursue any rights or remedies set forth in the density standards with respect to such breach or default, may amend, suspend, or terminate the density standards under the foregoing paragraph b. or under any rights or remedies set forth in the density standards, and/or may pursue any other legal or equitable remedy to enforce compliance with such condition, restriction, limitation, term, or provision. The foregoing rights and remedies of the County shall be cumulative and may be pursued simultaneously or separately."

It is the intention of the County in entering this Order that the Density Determination have the maximum duration allowable under these Code amendments.

These Findings and this Order of Density Determination have been entered pursuant to the provisions of the Wasatch County Development Code this 5th day of August, 1996.

BOARD OF COUNTY COMMISSIONERS
WASATCH COUNTY, STATE OF UTAH

00188648 Bk00039 Pg00746

By: _____
LaRen Provost

By: _____
Keith Jacobson

By: _____
Sharron Winterton

Attest:

_____
County Clerk

XI. ACCEPTANCE AND APPROVAL OF PROPERTY OWNER

Trans-Wasatch Company, L.L.C., a Utah Limited Liability Company, as the successor to Trans-Wasatch Company, a Utah Corporation, and the applicant before the County, hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing Findings and Order of Density Determination entered by the Wasatch County Commission.

Dated this 2 of August, 1996.

TRANS WASATCH COMPANY, L.L.C.

By _____
H. McKay Edwards
Chief Operating Officer

ASSIGNMENT OF INTEREST

Pursuant to sale of property subject to the foregoing First Amended Findings and Order of Density Determination, Trans-Wasatch Company, L.L.C., the successor in interest to Trans-Wasatch Company, a Utah Corporation, the

Applicant before the County, hereby assigns all rights connected herewith to Deer Crest Associates L.C., A Utah Limited Liability Company.

Dated this 8 of Aug., 1996.

TRANS WASATCH COMPANY, L.L.C.

By: _____
H. McKay Edwards
Chief Operating Officer

Deer Crest Associates, L.C., a Utah Limited Liability Company, as successor to Trans-Wasatch Company L.L.C., hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing First Amended Findings and Order of Density Determination entered by the Wasatch County Commission.

DEER CREST ASSOCIATES, L.C.
By: LCC Properties Group, L.C.

By: _____
David M. Luber, its
Managing ~~General Partner~~ Member

JOINDER BY LIEN HOLDER

Park City Consolidated Mines Company, a Utah corporation which holds the beneficial interest in a deed of trust covering the property that is subject to this application, hereby acknowledges the foregoing Order of Density Determination, and agrees that it will be bound by the terms and conditions of the Order, and will succeed to the burdens of the Developer under this Order in the event that it takes title or possession under the deed of trust.

Dated this 8 day of Aug, 1996.

Park City Consolidated Mines Company,

By: _____
Its: President

00128648 Bk00328 Pg00748

STATE OF UTAH)
:ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 5th day of August, 1996 by LeRen Provost, Keith Jacobson, and Sharron Winterton who are the members of the Wasatch County Commission, and who executed the foregoing on behalf of Wasatch County.

Notary Public
Residing at:

Commission Expires:

Notary Public
DAN H. MATTHEWS
725 Valley Hills Dr.
Heber City, Utah 84032
My Commission Expires
April 27, 1999
State of Utah

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2 day of August, 1996 by H. McKay Edwards, who is the Chief Operating Officer of Trans-Wasatch Company, L.L.C., who executed the foregoing on behalf of that Limited Liability Company with proper authority.

Notary Public
Residing at: Salt Lake

Commission Expires:
4/3/98

NOTARY PUBLIC
DIANE ZIMNEY
1700 Park Ave. - PO Box 2404
Park City Utah 84060
Commission Expires
April 2 1998
STATE OF UTAH

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2 day of August, 1996 by Harry Reed, who is the President of Park City Consolidated Mines Company, who executed the foregoing on behalf of that corporation with proper authority.

Notary Public

66

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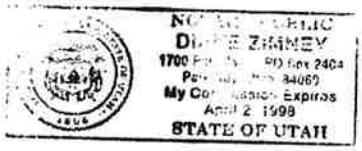
749

750

Residing at: Park City

Commission Expires:
4/2/98

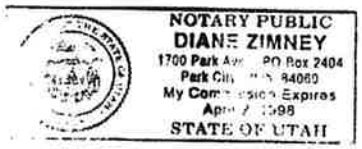


STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2nd day of August, 1996 by David M. Luber, who is the Managing ~~General Partner~~ of Deer Crest Associates I L.C., who executed the foregoing on behalf of that Limited Liability Company with proper authority.

Notary Public
Residing at: Park City

Commission Expires:
4/2/98



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LIST OF EXHIBITS

- Telemark Park Resort, Concept Master Plan, revised June 7, 1996.
- Telemark Village, Concept Master Plan, June 7, 1996.
- Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996.
- Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996.
- Telemark Park Resort, Concept Level Water Quality Plan, June 7, 1996.

- LEGAL DESCRIPTION - Telemark Park Property in Wasatch County

- DESIGN GUIDELINES

- TYPICAL ROAD SECTION - WASATCH COUNTY, June 17, 1996

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TELEMARK PARK PROPERTY LOCATED IN WASATCH COUNTY:

Beginning at a point on the Summit-Wasatch County line, said point is located South 0°30'11" West 5482.77 feet along the section line and East 4743.36 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the County Line the following 16 courses: 1) North 41°02'08" East 549.09 feet; thence 2) North 51°35'50" West 408.17 feet; thence 3) North 40°47'43" West 296.74 feet; thence 4) North 26°08'13" West 279.53 feet; thence 5) North 12°53'14" East 499.61 feet; thence 6) North 12°51'25" East 724.39 feet; thence 7) North 11°18'39" East 801.35 feet; thence 8) North 28°29'27" East 214.25 feet; thence 9) North 8°43'41" East 906.05 feet; thence 10) North 17°33'57" East 446.92 feet; thence 11) North 55°24'54" East 454.52 feet; thence 12) North 61°48'14" East 133.55 feet; thence 13) North 73°02'55" East 812.81 feet; thence 14) North 73°11'51" 485.08 feet; thence 15) South 85°09'01" East 382.13 feet; thence 16) South 43°00'37" East 488.15 feet; thence along the east line of the Queen Esther No. 3 Mining Claim (MS 6979) South 18°31'58" West 333.29 feet; thence along the West line of the Mountain Neef No. 5 Mining Claim (MS 6798) South 5°39'38" East 573.77 feet; thence along the West line of the Mountain Neef No. 3 Mining Claim South 5°26'45" East 627.94 feet; thence along the south line of the Mountain Neef No. 3 Mining Claim South 77°30'43" East 1500.74 feet; thence along the east line of the Mountain Neef No. 3 Mining Claim North 5°26'43" West 28.39 feet; thence along the North line of the Mountain Neef Mining Claim North 84°33'15" East 1386.12 feet; thence along the right-of-way line of US 40 South 18°46'46" East 493.82 feet more or less; thence along the east line of the Mountain Neef Mining Claim South 5°26'45" East 119.49 feet more or less; thence along the south line of the Mountain Neef Mining Claim South 84°40'19" West 468.55 feet more or less; thence along the east line of the Kruger No. 3 Mining Claim (MS 5161) South 50°41'13" East 615.39 feet; thence along the north line of the Old Missouri Mining Claim (MS 5161) South 89°54'38" East 490.17 feet; thence along the right-of-way line of US 40 the following 3 courses: 1) South 20°26'22" East 433.78 feet more or less; thence 2) South 1°51'02" East 213.74 feet; thence 3) South 34°17'35" East 97.77 feet more or less; thence along the west line of the Thurman Lode (Lot 155) South 7°10'00" East 414.32 feet more or less; thence along the South line of the Kruger No. 4 Mining Claim South 80°45'00" West 805.77 feet more or less; thence along the South Line of the Kruger No. 4 Mining Claim South 80°20'00" West 683.50 feet more or less; thence along the south line of the Dewet No. 4 Mining Claim (MS 5161) South 80°20'00" West 798.50 feet more or less: thence along the South line of the Dewet No. 4 Mining Claim South 85°53'00" West 697.41 feet more or less: thence along the North line of the Pioche No. 14 Mining Claim South 85°53'00" West 798.80 feet more or less; thence along the west line of the Pioche No. 14 Mining Claim (lot 181) South 9°45'00" East 341.45 feet more or less; thence along the south line of the Sommer Mining Claim (MS 5166) South 81°01'45" West 597.51 feet more or less; thence along the South line of the Sommer Mining Claim South 53°31'51" West

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772.57 feet; thence along the West line of the Sommer Mining Claim North 47°08'25" West 395.50 feet; thence along the South line of the Hanna Lode No. 1 Mining Claim (MS 5166) South 56°21'07" West 61.39 feet more or less; thence along the north line of the North Dakota Mining Claim (Lot 185) South 59°25'05" West 1303.28 feet more or less; thence along the west line of the Hanna Lode No. 1 North 30°41'11" West 532.49 feet more or less; thence along the west line of the Rucker No. 1 Mining Claim (MS 5166) North 30°48'29" West 247.82 feet to the point of beginning.

Together with the following described property:

Beginning at the Southwest corner of the Hanna Lode Mining Claim (MS 5166), said point is located South 0°30'11" West 6213.60 feet along the section line and East 5184.07 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the West line of the Hanna Lode Mining Claim North 30°41'11" West 59.50 feet more or less; thence along the North line of the North Dakota Mining Claim (MS 185) South 47°40'42" East 61.25 feet more or less; thence along the South line of the Hanna Lode Mining Claim South 56°21'07" West 17.92 feet more or less to the point of Beginning.

Excepting therefrom the following 3 parcels:

Exception #1 (BLM Fraction North)

Beginning at a point on the North line of the Roosevelt Mining Claim (MS 6645) and on the East Line of the Queen Esther No. 11 Mining Claim (MS 6979), said point being South 00°30'11" West 1269.25 feet along the section line and East 5990.53 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt Mining Claim South 85°42'00" East 414.97 feet; thence along the south line of the Queen Esther No. 6 Mining Claim North 67°49'00" West 402.56 feet; thence along the east line of the Queen Esther No. 11 Mining Claim South 18°45'00" West 127.66 feet to the point of beginning.

Exception # 2 (BLM Fraction South)

Beginning at a point on the East line of the Hanna Lode Mining Claim (MS 5166) and the South Line of the Schuyler Mining Claim (MS 5166), said point is located South 0°30'11" West 5156.19 feet along the section line and East 6294.91 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Schuyler Mining Claim North 74°15'00" East 99.87 feet more or less; thence along the North Line of the Sommer Mining Claim (MS 5166) South 52°50'00" West 97.07 feet more or less; thence along the east line of the Hanna Lode Mining Claim North 30°46'00" West

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36.70 feet more or less to the point of beginning.

Exception #3 (Frontage Road)

A Parcel of Land for a frontage road incident to the construction of an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Kruger No. 4, Survey No. 5161 of the Blue Ledge Mining District, located in the northwest quarter (NW 1/4) of Section Twenty-Four (24), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows.

Beginning at a point fifty (50.0) feet perpendicularly distant northerly from the centerline of said frontage road known as "L" line for said project at Engineer Station 18+50.00, which point is approximately Thirteen Hundred Fifty-Two and and Forty-Nine Hundredths (1352.49) feet South 0°09'44" West and Two Hundred One and Ninety-Nine Hundredths (201.99) feet South 89°50'16" East from the Northwest Corner of said Section 24: Thence South 71°13'00" East Two Hundred Twenty-Eight and Forty-One Hundredths (228.41) feet to the southerly mining claim line of said Kruger No. 4; thence South 80°45'West (South 80°55'52" West Highway Bearing) Two Hundred Fourteen and Four Hundredths (214.04) feet, more or less, along said southerly mining claim line to a point fifty (50.0) feet perpendicularly distant southerly from said centerline; thence North 71°13'00" West Thirty-Nine and Sixteen Hundredths (39.16) feet, more or less; thence North 18°47'00" East one hundred (100.00) feet to the point of beginning.

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STATE LANDS - TELEMARK PARK PARCELS (leased parcels included in above legal description)

(McKinley East of County Line)

Beginning at a point on the North Line of the McKinley Mining Claim (MS 6645) and on the Summit-Wasatch County Line, said point being South 00°30'11" West 1203.97 feet along the section line and east 5121.79 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the McKinley Mining Claim South 85°42'00" East 400.24 feet; thence along the east line of the McKinley Mining Claim South 4°18'00" West 600.00 feet; thence along the South line of the McKinley Mining Claim North 85°42'00" West 458.40 feet; thence along the Summit-Wasatch County Line North 8°43'41" East 527.66 feet; thence along the Summit-Wasatch County Line North 17°33'57" East 75.94 feet to the point of beginning.

(Roosevelt No. 1 Mining Claim)

Beginning at the Northwest corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being South 00°30'11" West 1832.31 feet along the section line and East 5481.43 feet more or less from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the Roosevelt No. 1 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 1 Mining Claim South 4°18'00" West 600.00 feet; thence along the South Line of the Roosevelt No. 1 Mining Claim North 85°42'00" West 1500.00 feet; thence along the West line of the Roosevelt No. 1 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

(Roosevelt No. 4 less MS 5166)

Beginning at the Northwest corner of the Roosevelt No. 4 Mining Claim (MS 6645); said point being South 00°30'11" West 3000.53 feet along the section line and East 5021.79 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 4 Mining Claim South 4°18'00" West 437.42 feet; thence along the North line of the Dieter and the Schuyler Mining Claims (MS 5166) South 74°25'00" West 478.02 feet; thence along the south line of the Roosevelt No. 4 Mining Claim North 85°42'00" West 1050.48 feet; thence along the West line of the Roosevelt No. 4 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

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DESIGN GUIDELINES

FOR

TELEMARK PARK RESORT

The Planning Commission recommendation contained a number of matters that, while not specific to density determination, will lessen the impact of the Development through careful design of improvements. The following design guidelines are adopted, and it is the intention of the County that substantially similar design guidelines be adopted by the Developer and incorporated in the Master Declaration of Covenants, Conditions and Restrictions for the project:

I. BUILDING CHARACTER AND SCALE.

Facade design shall display a finished appearance on all sides of the building.

Single Family Dwellings in Telemark Park Resort are usually restricted to 2 1/2 stories or less. Higher buildings must be stepped back or otherwise respond to pedestrian scale.

Upper Floor Design:

The design of the upper facade of buildings is important to the scale and texture of the Villages. The building faces are envisioned as a rich collection of varied yet harmonious facades, adding interest, scale and rhythm to the Village.

Facade elements must reflect "Village scale":

Building facades must include architectural features including bay windows, balconies, dormers and facade detailing as textural elements which strengthen the scale and resort images.

Building facades shall give a substantial appearance, and openings shall display a "punched" appearance. Curtain

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walls or facades incorporating long horizontal strip windows are not permitted.

Every living unit shall have a spot to catch the sun.

Decks, balconies, and porches are strongly encouraged as they provide sunny usable outdoor space and add life and interest to the street.

Little Baldy Village and St. Louis Village:

The buildings shall be stepped, angled, and articulated as to mitigate the visual impact and to minimize blocking of sunlight in the plazas and to each unit.

II. BUILDING BULK CRITERIA.

To the extent possible, buildings in the Development should conform to the following criteria in order to attain architectural forms visually related to the shapes of the mountains and to achieve strong architectural ties to the landscape:

Buildings shall step from level to level as possible.

Unbroken vertical elevations shall be avoided; and

Elevations designed to emphasize horizontal lines by use of stepped levels and/or balconies and decks are encouraged.

III. OUTDOOR ACTIVITIES.

Outdoor activity areas are vital to the atmosphere of the project and should be created. The site plans for each development parcel should consider, where appropriate, the provision of outdoor activity areas accommodating a range of ages and activity levels, and in commercial areas, the provision of seating areas and restaurants overlooking pedestrian areas.

IV. SOLAR ACCESS.

Insofar as practical, all buildings shall be oriented and designed to maximize solar access for passive and active solar systems. Insofar as possible, interior and exterior living spaces shall have optimum relationships to views and year-round sunlight. Site specific plans should:

Preserve sunlight on neighboring outdoor or indoor spaces (i.e. restaurants). Late afternoon sun is most important for outdoor use/activities.

Design the building volumetric to create sheltered sunny pockets in public spaces and neighboring properties in order to encourage winter use.

A solar shading diagram must be provided for all multi-use and attached multi-family developments in Telemark Park Resort.

V. SNOW MANAGEMENT.

The effects of snow and ice build-up, if improperly handled, can be destructive to buildings, pose risks to pedestrians and vehicles, and impose high on-going snow removal and maintenance costs. The heavy snows and extreme freeze/thaw cycle of Telemark Park Resort combine to make snow management an important design consideration. Designers not thoroughly familiar with snow country design should retain a consultant early in the design process. The design for each development site should consider the following:

A snow management plan shall be submitted with preliminary plans for all multifamily commercial and recreation parcels.

Snow management is the responsibility of each site developer

The basic building form must be conducive to snow management. Snow management shall be considered from the earliest building concepts through to the detailing and working drawings.

Snow and drainage from roofs may not be dumped onto adjoining streets or properties.

Snow accumulation shall be managed on an ongoing basis.

Snow must be positively shed or positively retained. The developer may use snow diverters, snow retainers, or vary roof pitch and roof materials for snow retention. Snow diverters or snow retainers must be designed as an integral part of the roofscape.

Entrances and pedestrian routes must be fully protected from snow sheds and icicles. Shedding snow must be deflected from pedestrian areas by dormers, angled roofs, canopies or other means.

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All handicapped/elderly access to public buildings must be covered or heat traced. De-icing salts are prohibited due to the damage caused to structures.

Snow dump areas must not be accessible to pedestrians.

A snow management plan must be provided for service areas and garage entries.

Access to vehicle service bays shall be protected from shed snow, and shall be functional in harsh winter conditions, and snow and ice accumulation.

Sufficient vertical clearance shall be provided for vehicles, taking into account the effects of ice and snow build-up.

Pedestrian or vehicular entry-ways shall be protected from shedding snow.

Service areas and entry ramps should be covered or heat-traced wherever possible.

Building projections shall be durable.

Roofs dumping snow onto a series of lower roofs or onto a lower roof from great height must be prohibited because shedding snow can cause extreme snow loads or impact loads respectively.

Balconies shall not be planned such that they are subject to dangerous amounts of shedding snow.

VI. ROOF DETAIL AND DESIGN.

Roof design and detail is important not only to the preservation of architectural standards within the development, but also for safety considerations in snow management, and minimizing maintenance demands. Roofscapes are an important design element which are viewed from pedestrian level, and the ski slopes above Villages, from Highway 40 and from Village approaches. The skyline shall be a unified composition of sloping roofs in a limited variety of materials and colors. The following roof design standards shall be incorporated into the Architectural Standards of the Master Association CC&Rs:

Snow splitters must be substantial, and fitted to all projections on sloped roofs which are not located close to the roof ridge (eg. chimneys, vents, skylights, etc.).

Generally, conventional eaves troughs or built-in eaves troughs should be avoided as they are subject to damage from snowshed.

Roof design shall conform to the snow management plan.

Roof design shall consider the effect of slope, materials, construction, projections and slope/flat roof distribution on snow shedding characteristics.

Roofs shall be designed to withstand the extreme freeze/thaw cycle at Telemark Park Resort and its impact on snow shed, snow retention, roof drip, icicle management, ice dams, and water infiltration.

Sloped roofs shed accumulated snow in avalanche fashion and can be dangerous to pedestrians below. The design of roofs and pedestrian areas below them is shall conform to Snow Management as discussed in Section IV.J.

Roof form shall be modulated.

Roof form shall be broken up with the use of dormers, or other architectural features. The ridgeline should not be continuous but should be varied in height or broken with chimneys, cupolas, towers or other features.

Major roof slopes in Telemark Park Resort shall be between 3:12 and 8:12. In general, architectural guidelines shall encourage low angled roofs.

Large areas of flat roofs are not acceptable. A composition of sloped roofs is required in each project with small areas of flat roofs acceptable in multi-family -commercial areas.

Mansard roofs are not acceptable.

Roofs of connected and adjacent buildings must be fully coordinated.

Consider coordination with adjoining eaves, peaks, gables and slopes. Exposed party walls are not acceptable.

Consider the color of neighboring roofs to create a complementary roof palette: avoid selecting strongly contrasting colors.

Flat roof design:

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All flat roofs shall incorporate a colored roof membrane or special roof aggregate consistent with the building color scheme.

Roof materials:

Cedar shake, cedar shingles and metal roofs shall be selected so as to be functional and durable considering the effects of climate and snow. Asphalt shingles have been prohibited by the developer.

The color of roof materials must be generally neutral or muted in order to blend with or enhance the colors of the natural landscape. Brightly colored roofs will not be considered with the exception of major public use buildings or selected landmarks.

All roof flashing materials shall be pre-pre-finished metal to match roof color.

All chimneys shall be enclosed in a material identical or similar to the building cladding or finished with stone or other approved architectural treatment.

Thin wood trim sections are prohibited. Wood trim sections and eave lines should have substantial appearance.

Roof mounted equipment must be concealed

Satellite dishes, and mechanical equipment must planned as part of the roof so they are concealed from all pedestrian viewpoints and any overlooking development.

Venting stacks, flues and other similar projections should be concealed or integrated within the roof form and or color.

Horizontal Relief: Eave lines, a major cornice/trim line, or other significant horizontal relief shall be located below the third story to bring the building down to a pedestrian scale.

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VI. PARKING DESIGN CONSIDERATIONS

(1) Service access and circulation:

Truck access, utilities, storage, and garbage must be considered in the design.

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Service bays and loading docks must be unobtrusive.

Both interior and exterior service bays shall be provided with permanent visual screening.

Adequate space for garbage storage and recycling must be provided and must meet the requirements of the Wasatch County Solid Waste Disposal Special Service District. Garbage storage must be enclosed.

Garbage storage and containers must be enclosed and away from public view. Containers must be easily accessible to garbage trucks. Enclosures must conform to design guidelines. Adequate ventilation must be provided (exhaust to roof).

Service bay design must be durable. Wear and tear on these areas must be considered.

In order to allow winter garbage pick-up, design service bay entries to prevent ice and snow build-up, or steep grades at loading areas.

Telemark Park Resort has a strong pedestrian orientation and the design of buildings shall minimize the conflicts between vehicle and pedestrian circulation.

Parking entrances to underground parking must be well signed yet unobtrusive.

Landscaping, appropriate materials and signage shall be used to make parking entries less conspicuous and more attractive.

(2) Surface Parking Design.

The layout of the roads and parking areas shall incorporate site design features to maximize the efficient use of snow removal equipment.

Provide adequate areas for snow storage and drainage. These may be combined with islands of planting to break up large areas of paving.

Screen surface parking areas by a combination of walls, fences, landscaping and berms at least 4 feet in height.

Consider providing separate pedestrian circulation routes within parking areas.

Provide separate parking areas for buses and large recreational vehicles.

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(3) Underground Parking Design.

Underground parking facilities must be designed to anticipate use by over-height vehicles, such as vans with ski racks on the roof.

Driveway slopes must anticipate snow and icing conditions, and provide reliable ramping and good visual interface with pedestrian areas and street intersections.

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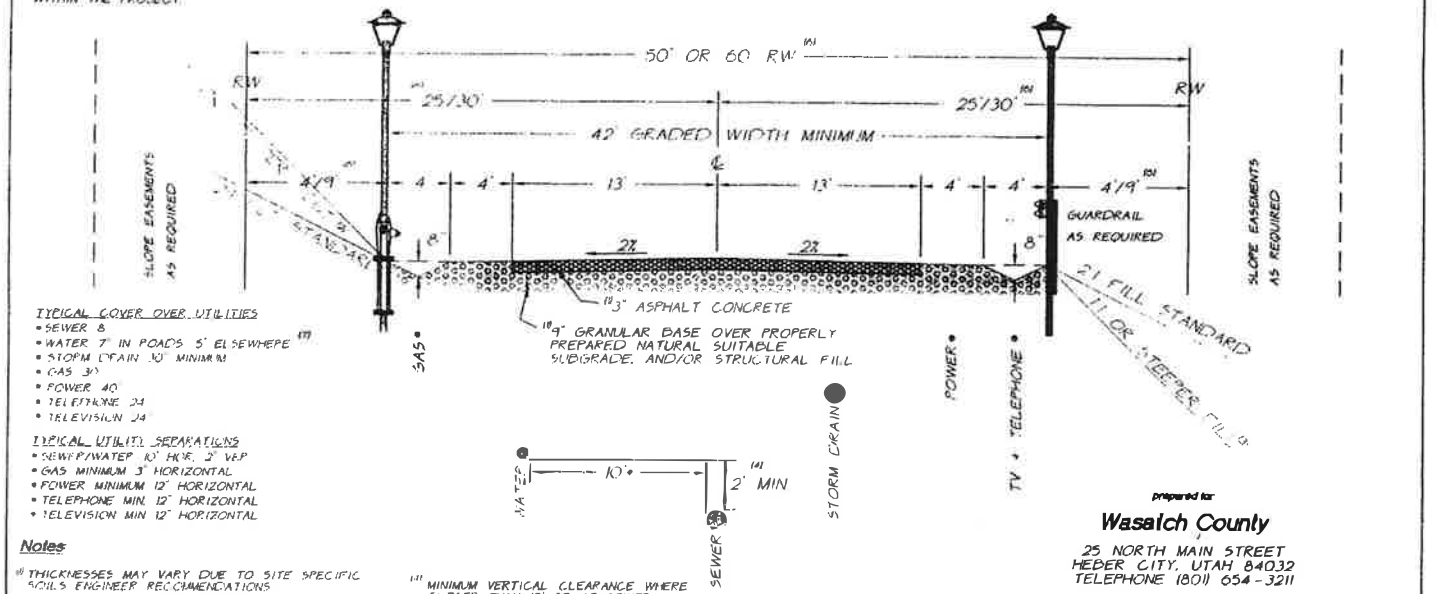
Typical Road Section - Wasatch County

(NO SCALE)

Pedestrian Access

WHILE SIDEWALKS AND OTHER PUBLIC RIGHTS-OF-WAY ARE USUALLY SHOWN ON ROAD CROSS SECTIONS, THEY ARE NOT SHOWN HERE BECAUSE THEY ARE SHOWN ELSEWHERE ON PROJECT PLANS. THIS TYPICAL CROSS SECTION DOES NOT NEGATE THE NEED FOR PROVIDING FOR PEDESTRIAN TRAFFIC WITHIN THE PROJECT.



TYPICAL COVER OVER UTILITIES
- SEWER 8'
- WATER 7' IN ROADS 5' ELSEWHERE [7]
- STORM DRAIN 10" MINIMUM
- GAS 30"
- POWER 40"
- TELEPHONE 24"
- TELEVISION 24"

TYPICAL UTILITY SEPARATIONS
- SEWER/WATER 10' HOR. 2' VER.
- GAS MINIMUM 3' HORIZONTAL
- POWER MINIMUM 12" HORIZONTAL
- TELEPHONE MIN. 12" HORIZONTAL
- TELEVISION MIN. 12" HORIZONTAL

Notes

[1] THICKNESSES MAY VARY DUE TO SITE SPECIFIC SOILS ENGINEER RECOMMENDATIONS

SUBJECT TO FAVORABLE GEOLOGIC STRUCTURE AND SITE SPECIFIC GEOLOGIST RECOMMENDATIONS

UTILIZING GEO-GRID CONSTRUCTION TECHNIQUES SUBJECT TO SOIL ENGINEERING DESIGN AND [illegible]

[4] MINIMUM VERTICAL CLEARANCE WHERE CLOSER THAN 10' OR AT SEWER/WATER CROSSINGS

DRAINAGE SWALE OR ADDITIONAL SHOULDER

[6] PRIVATE STREETS 50' MINIMUM R/W PUBLIC STREETS 60' MINIMUM R/W

[7] OR AS ESTABLISHED BY LOCAL WATER AGENCY

prepared for

Wasatch County

25 NORTH MAIN STREET
HEBER CITY, UTAH 84032
TELEPHONE (801) 654-3211

prepared by

FRANCIS SMITH ENGINEERING, INC.

[illegible]

AUGUST 1, 1996

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WASATCH COUNTY
STATE OF UTAH

25 North Main • Heber City, Utah 84032 • Phone (801) 654-3211

BOARD OF COUNTY COMMISSIONERS

KEITH D. JACOBSON T. LAREN PROVOST SHARRON J. WINTERTON

July 22, 1996

Wasatch County Commission
25 North Main Street
Heber City, Utah 84032

Gentlemen:

Attached hereto is the recommendation from the Wasatch County Planning Commission regarding the Telemark Park subdivision. The recommendation is in two parts: First, the motion which approved the recommendation and second, the Order itself.

Please note that the Planning Commission expressed grave concern and deep reservations about road abandonment and any annexation of Wasatch County by Park City. The recommended First Amended Findings and Order was not approved without a motion stating directly the Planning Commission's concern and opposition to this part of the application.

The Planning Commission asked that you consider these issues carefully before granting approval for this project.

At the special Wasatch County Planning Commission Meeting on June 26, 1996, the following motion was made regarding the Telemark Park proposal:

> T. LaRen Provost made a motion that we accept the density package for Telemark Park and that we oppose the annexation to Park City. Vicci Gappmayer amended the motion to state that the foregoing motion include that the Planning Commission also recommend that the Wasatch County Commission study and evaluate the road closure and that it be noted that

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CLERK AUDITOR BRENT R. TITCOMB | RECORDER SURVEYOR ELIZABETH M. PARCELL | SHERIFF MIKE SPANOS | ASSESSOR GLEN C. BURGENER | TREASURER KAROLYN KIRKHAM | ATTORNEY DAN M. MATTHEWS | JUSTICE COURT JUDGE BLAIN HYLTON

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the Planning Commission is not in favor of the road closure. Ernest T. Giles seconded the motion which passed unanimously.

Sincerely your,

Claude R. Hicken

Claude R. Hicken
Planning Commission Chairman

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CERTIFICATION OF PROCESS

Telemark Park Resort
First Amended Findings and Order of Density Determination

Pursuant to and in conformance with provisions of section 9-3 of the Wasatch County Development Code, the above-referenced Amended Density Determination came before the Wasatch County Planning Commission and Board of County Commissioners on the dates and pursuant to the notices and process described herein:

A. A joint public hearing before the Planning Commission and County Commission was held May 16, 1996, pursuant to notice published in *The Wasatch Wave* on April 17, May 8, and 15, 1996. Deliberations before the Planning Commission were continued to June 20 and 26, 1996.

B. On June 26, 1996, the Planning Commission unanimously voted to forward the proposed Amended Density Determination together with a statement of policy relative to certain issues as shown on the attached letter from the Planning Commission Chairman.

C. The Board of County Commissioners heard the recommendation of the Planning Commission on July 22, 1996, and unanimously adopted the Findings and Order of Amended Density Determination, a complete copy of which is attached hereto.

D. A true and complete copy of the First Amended Findings and Order of Amended Density Determination for Telemark Park Resort, as adopted by the Wasatch County Commission, was posted on August 5, 1996, at the Wasatch County Courthouse.

DATED this eighth day of August 1996.

Robert A. Mathis, AICP
Wasatch County Planner

Subscribed and sworn to before me this eighth day of August 1996.

Notary Public
My Commission Expires November 1, 1996

P.U. Telemark A...

WILMA L. ANDERSON
Notary Public
STATE OF UTAH
My Comm. Exp. Nov. 1, 1996

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Executed Copy

First Amendment to the Telemark Park Settlement Agreement

This First Amendment to the Settlement Agreement by and between Park City Consolidated Mines Company, Inc., a Utah corporation, Trans-Wasatch Company, L.L.C, and Utah limited liability company (collectively, the Property Owners) and Park City Municipal Corporation, a political subdivision of the State of Utah, dated December 29, 1995 (the Telemark Park Settlement Agreement or the Settlement Agreement), is entered into this 8 day of April, 1997 by and between Deer Crest Associates I, L.C., the successors in interest to the settling Property Owners and Park City Municipal Corporation (Park City). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Deer Crest Associates I, L.C., the successor in interest to the Property Owner's interest in the Settlement Agreement, and Park City Municipal Corporation hereby agrees to modify the Telemark Park Settlement Agreement as follows:

1. Add new paragraph 3.14 to define the terms construct and construction as follows:

3.14 Construction. The term "construct" or "construction" means and refers to any development or construction activity (vertical or horizontal, combustible or non-combustible) for which a permit would be required by Wasatch County or Park City.

2. Paragraph 5.2 is hereby revised to read as follows:

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

(a) 338 residential units,

(b) support commercial space up to 5% of the gross square footage of the Slalom Village Area multi family units and the Roosevelt Gap Development,

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

(d) amenities and recreation facilities as generally identified and depicted herein,

all within the perimeter gates of the Property with access to Park City via Keetley Road through the west perimeter gate. Approximately an additional 182 multi-family units and a 20,000 square foot Ski Academy located within the Telemark Park Village shall have vehicular access to Park City only via U.S. Highway 40 and S.R. 248.

Units Lving West of East Perimeter Gate

	Single Family	Multi-Family	Maximum Size Per Multi-Family Unit
Snowtop	15	0	
Hidden Hollow	4	0	
Roosevelt Gap Dev.	0	105	2,000 sq. ft./unit
Little Baldy	60	0	
Slalom Village	5	83	2,400 sq. ft./unit
St. Louis	66	0	
Sub-Total	150	188	

Units Lving East of East Perimeter Gate

	Single Family	Multi-Family	
Telemark Park Village	0	182*	varied sq. ft.
*Density may increase as provided herein			

Snow Park Hotel Site

Snow Park Hotel Site	25*	2,000 sq. ft./unit
*Density may increase as provided herein		

3. Paragraph 5.2.1 is hereby revised to read as follows:

5.2.1 **Snowtop/Hidden Hollow.** The Amended Density Determination contains an approval for 19 single family lots in the Snowtop/Hidden Hollow neighborhoods. Property Owners will prepare a plat for the development of 15

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

4. Paragraph 5.2.1.1 is hereby revised to read as follows:

5.2.1.1 **Annexation Procedure for the Snowtop/Hidden Hollow Area.** Upon dismissal of the Action with prejudice, temporary physical disconnection of the Keetley Road (as provided in Section 4.4 above), Property Owners may submit a complete application for annexation of the Snowtop/Hidden Hollow Area. Upon Wasatch County's approval of the final plat for a 15 lot subdivision of the Snowtop neighborhood, Property Owners shall submit to Park City a complete petition for annexation, as limited by this Section, for the Snowtop/Hidden Hollow Area, with irrevocable offers of dedication of designated open space and conservation easements of contiguous property (the Snowtop/Hidden Hollow Area), all as depicted on Exhibits "D" and "N." The parties agree and acknowledge that if the portion of the complete petition for annexation for the Snowtop neighborhood is submitted in the form of a final unrecorded plat, Property Owners shall be entitled to an expedited annexation review process (Expedited Petition), more fully described below. Property Owners' Expedited Petition for annexation for the Snowtop/Hidden Hollow Area may be submitted without a visual analysis or annexation

fee. Any petition for annexation of the Snowtop/Hidden Hollow Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing obligation for the Snowtop/Hidden Hollow area shall be one (1) unit. Property Owners' affordable employee housing obligation can be satisfied anywhere on the Property, at Property Owners' discretion. The Park City staff and the City Council have reviewed Exhibit "D" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of an Expedited Petition for annexation and irrevocable offer for dedication, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information requested by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the Expedited Petition within which to annex the Snowtop/Hidden Hollow Area. Prior to application for annexation, and during annexation review, Property Owners shall not engage in any construction activity within the Snowtop/Hidden Hollow Area. Property Owners will attempt to supply the additional information necessary for its consideration, review and approval of the Expedited petition for annexation. Upon the expiration of the 120 day period following the submission of an Expedited Petition for annexation, Property Owners may record the final plat and obtain building permits from Wasatch County for the construction of the Snowtop Neighborhood as a Wasatch County development, but the irrevocable offers of dedication of designated open space and conservation easements made pursuant to this Section 5.2.1.1 shall continue in force.

Property Owners will not object to or interfere with Park City's efforts to annex the Snowtop neighborhood after the lesser of one year or the completion and/or installation of the infrastructure.

5. Paragraph 5.2.3 is hereby revised to read as follows:

5.2.3 Slalom Village. Property Owners will seek to amend the 1991 Density Determination to allow for the development of the Slalom Village Area, with no more than 83 multi-family units (2,400 sq. ft/unit, which shall not be deemed unit equivalents under *Park City Land Management Code*) (of which not less than 60% of the units developed shall be concentrated into a single structure (the "Primary Village Structure")), with support commercial up to five percent (5%) of the gross square footage of the Slalom Village structures and appropriate amenities, all within the Slalom Village development envelope, along with five (5) single-family lots, and a ski chair lift which base terminal may be located in any reasonable location within a 1,100 foot radius of Slalom Village all as depicted in Exhibit "F."

Paragraph 5.2.3.1 is hereby revised to read as follows:

5.2.3.1 Annexation Procedure for the Slalom Village Area. Property Owners may submit an application for annexation of the Slalom Village Area at any time. Upon the approval of a final plat or record of survey in Wasatch County for any portion of the Slalom Village Area, but in all cases prior to application for a building permit for any portion of the Slalom Village, Property Owners will deliver to Park City a petition for annexation of the Slalom Village Area to Park City which shall be entitled to expedited

review (the Expedited Petition). Any petition for annexation of the Slalom Village Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing shall be four percent (4%) of the total number of units within the Slalom Village Area. At their own discretion, Property Owners' affordable employee housing obligation can be satisfied within any unincorporated area of the Property. The Park City staff and City Council have reviewed Exhibit "F" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the Expedited Petition for annexation, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information requested by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the petition within which to annex the Slalom Village Area. The complete Expedited Petition delivered to Park City as outlined above shall be exclusive to Park City for 120 days, and during such period Property Owners shall not pull building permits or engage in any construction activity except as explicitly described herein. Upon the expiration of the 120 day period, following submission of an Expedited Petition, Property Owners may obtain building permits from Wasatch County for the construction of Slalom Village as a Wasatch County development, but will not object to or interfere with Park City's efforts to annex Slalom Village Area after the lesser of one year or the completion and/or installation of the infrastructure. Park City shall promptly commence and process the annexation review upon complete petition filed by Property Owners.

7. Paragraph 5.2.3.2 is hereby revised to read as follows:

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

8. Paragraph 5.2.3.3 is hereby revised to read as follows:

5.2.3.3 **Development Alternatives to Slalom Village.** In the event Property Owners elect not to construct the development described in Section 5.2.3 above, then

Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. The twelve (12) lots shall be platted in Wasatch County and may be recorded within the Slalom Village development envelope with limits of disturbance established by Wasatch County and as generally depicted in Exhibit "S." The Park City staff and City Council have reviewed Exhibit "S," and found said exhibit to be generally acceptable as to density, use and configuration. The twelve (12) single-family lots are in addition to the five (5) lots shown on Exhibits "C" and "F". Property Owners shall have the right to develop the 12 single-family lot subdivision as a Wasatch County development. In the event Property Owners elect to develop the twelve (12) single-family lot subdivision, then Property Owners shall realign and construct Keetley Road as depicted on Exhibit "S," wherein Slalom Village becomes a cul-de-sac that is not accessible from the eastern portion of Keetley Road except via St. Louis Drive.

9. Paragraph 5.2.3.7 is hereby revised as follows:

5.2.3.7 **Ski Academy**. The parties understand and agree that the 20,000 square foot Ski Academy, which Deer Crest Associates I, L.C. may construct at Telemark Park Village (now known as Jordanelle Village Resort), shall be used as an academic athletic institution and/or ski training facility whose students/attendees are expected to reside within the Telemark Park Village and/or Amended Telemark Park Resort (now known as Deer Crest). Alternatively, Property Owners may use the 20,000 square foot Ski Academy or other approved structure in a manner that will result in similar impacts to the area within the Property.

10. Paragraph 5.2.3.10 is hereby revised as follows:

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

11. Paragraph 5.2.6 is hereby revised as follows:

5.2.6 Telemark Park Village. Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the Telemark Park Village shall contain a density of 188 multi-family units, a 20,000 square foot ski academy and identified commercial space. Property Owners may increase the density of the Telemark Park Village as described in Sections 5.2.2.1 and 5.2.6.2.

12. Paragraph 5.3.1 is hereby revised follows:

5.3.1 Timing of Annexation of Snowtop/Hidden Hollow Area, Roosevelt Gap Development and Slalom Village. As more particularly described in Sections

5.2.1.1, 5.2.2.4 and 5.2.3.1, Property Owners contemplate submitting petitions of annexation, as more fully described herein, for the Snowtop/Hidden Hollow Area, Roosevelt Gap/Snow Park Area and Slalom Village Area to Park City. With respect to the Snowtop Neighborhood and Slalom Village Area, these development areas will be petitioned for annexation either as agreed, or as platted or surveyed (and depicted in Exhibits "D" and "F") in Wasatch County. Park City shall have a specified number of days in which to annex the area(s) submitted on Expedited Petitions. Park City may, but is not required to, allow Property Owners to pursue not more than two (2) Expedited Petitions for annexation of the Snowtop/Hidden Hollow Area, Roosevelt Gap Development or the Slalom Village Area concurrently, simultaneously, or within the same time period.

13. Paragraph 5.3.1.2 is hereby revised as follows:

5.3.1.2 **Track II for Annexation by Park City.** In the event Property Owners are not prepared to record plats or records of survey and have not secured all necessary utilities for the Snowtop Neighborhood Area or Slalom Village Area in Wasatch County, Property Owners may submit petitions for annexation of the Snowtop/ Hidden Hollow Area, Roosevelt Gap/Snow Park Area or the Slalom Village Area to Park City sequentially, in any order as determined by Property Owners, with no two petitions being considered by Park City for approval simultaneously without prior approval from Park City. After the passage of the time period in which Park City shall have the exclusive right to review and approve a petition for annexation (120 or 180 days as defined herein), Property Owners may submit for review and consideration a second

petition for annexation of any additional annexation area as contemplated herein. If Property Owners request Park City's assistance in securing utility services and/or other development infrastructure for the Snow Top/Hidden Hollow Area or Slalom Village Area, then the annexation period may be extended for an additional six months at Park City's discretion.

14. Paragraph 5.11.1 is hereby revised as follows:

5.11.1 **Right to Construct Roads, Ski Runs, Lift and Related Appurtenances.** The parties acknowledge and agree that certain roads, six (6) ski runs, one (1) ski access trail, one (1) ski lift and certain lift and related appurtenances within the areas contemplated for annexation herein are necessary for the development of areas not contemplated for annexation. In the event Property Owners proceed to develop non-annexation areas prior to Property Owners' petition for annexation, Park City agrees not to interfere with the construction of improvements identified below pursuant to Wasatch County approvals and building permits. Such construction shall not alter the Property Owners' obligations, as set forth and contemplated herein, to offer the first annexation of those areas prior to February 2, 1998 (and the last offer no later than October 31, 1998) and to not construct any further infrastructure or improvements within the proposed annexation areas prior to the determination of annexation, as provided in this Settlement Agreement. The roads, utilities, ski runs, ski lifts and related appurtenances which may be constructed prior to any petition for annexation, or any plat or record of survey approved within the annexation areas are depicted on the attached Exhibits "Z-1" and "Z-

2" and are more particularly described in Paragraph 5.11.1.1, 5.11.1.2 and 5.11.1.3, below:

5.11.1.1 **Ski Lift, Ski Runs and Related Improvements.** Deer Crest Associates I, L.C. intends to add ski terrain to Deer Valley Resort for the 1997-98 ski season. To complete the work Deer Crest Associates I, L.C. will commence work in early Spring 1997 before completing any annexation process. Accordingly, Deer Crest Associates I, L.C. may proceed to complete construction of six (6) ski runs and one (1) ski access trail, including grading and widening, plus any utilities and facilities (i.e., Deer Crest Chairlift) located in the areas shown on Exhibits "Z-1" and "Z-2." The acreage of said runs will be approximately 34 acres. Also, Homerun ski trail (portions of which were constructed Summer '96) may be widened and/or constructed consistent with Paragraph 5.11.1.3 below and Exhibit Z-2. The first step will be a "line of sight" survey for the Deer Crest Chair Lift. Construction will include related improvements such as snowmaking/irrigation/fire protection lines (one common "green line") and equipment, electric power to operate the lifts, transformer housings, telephone lines, an inconspicuously placed maintenance/storage building not exceeding 500 square feet, drainage and water quality control devices, etc., as well as a 250 square foot temporary office at the base of the lift for the use by the operator of the ski facilities (not to be used for real estate sales or promotion). Deer Crest Associates I, L.C. may also construct water and sewer lines along the side of the Kid's Delight run adjacent to Lots 1 through 5, water

lines along the side of the Weasel Run to Roosevelt Gap, and the sewer line along the Deer Hollow Run from Roosevelt Gap to Deer Hollow Road.

5.11.1.2 **Other Open Space Improvements.** Deer Crest Associates I, L.C. will construct or restore in the open space and annexation areas contemporaneously with the construction identified in subparagraph 5.11.1.1 above, biking and hiking trails as shown on Exhibit "Z-2," (i.e., restoration and/or construction of super spin and spin cycle).

5.11.1.3 **Roads Serving Non-Annexation Areas.** Deer Crest Associates I, L.C. may proceed with construction of Deer Hollow Road (formerly known as Keetley Road), Summit Drive (formerly known as Little Baldy Road) and Deer Crest Estates Drive (formerly known as St. Louis Drive) all of which access a non-annexation area. Also, Home Run will serve as the temporary secondary access to such areas and may have to be widened in places. Road construction will also include the permanent west gates and gate house as well as utilities (sanitary sewer, water, irrigation, storm water, power, telephone, gas, and cable tv) in the roadway corridors, and improvements associated with the roadways such as retaining walls, guardrails, lighting, signs, and certain utilities that must be placed in the roadway or adjacent open space areas.

5.11.1.4 **Mini-Review Process.** Deer Crest Associates I, L.C. will provide Park City with plans and applications relating to the construction activities provided under this Section 5.11.1, twenty-one (21) days in advance of filing the same with

Wasatch County for Park City's substantive review and comment for conformance with the Settlement Agreement, as amended.

5.11.1.5 **Review Fees.** Upon submitting any application under 5.11.1.4 Property Owner shall pay all Park City Community Development permit review fees associated with permitted construction activity within the annexation areas.

15. Add new paragraph 5.13 to define terms of timing annexation applications as follows:

5.13 **Timing of Annexation Applications.** Pursuant to subparagraphs 5.2.1.1, 5.2.2.4 - 5.2.2.6, 5.2.3.1 Deer Crest Associates I, L.C. is obligated to submit complete applications for annexation of the Snowtop/Hidden Hollow Area, Roosevelt Gap Development Area, and Slalom Village Area. Property Owners may submit an application for annexation to Park City of one or all of these areas at anytime, but shall submit the first application for annexation to Park City of these areas no later than February 2, 1998 and the last application for annexation to Park City of these areas no later than October 31, 1998.

16. Paragraph 7.4 is hereby revised to read as follows:

7.4 **Notice.** Except where a longer period is provided in Section 5.11.1 above, Deer Crest Associates I, L.C. will provide Park City with copies of plan packages and other processing documents (i.e. building permit applications) to be filed by

Deer Crest Associates I, L.C. in Wasatch County ten (10) days in advance of filing with the County. Upon receipt, Deer Crest Associates I, L.C. will promptly provide Park City with copies of any written communications from Wasatch County in response to such submittals. Deer Crest Associates I, L.C. will attempt to accommodate Park City's comments under Paragraph 5.11.1.4 and this Paragraph 7.4 in the spirit of good faith and cooperation before any submittal is made to Wasatch County. To the extent notice is required by this Agreement, such notice shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

Deer Crest Associates I, L.C.:

c/o LCC Properties Group, L.C.
David M. Luber
Managing Member
136 Heber Ave. Suite 308
P.O. Box 8888
Park City, Utah 840060

Park City Municipal Corporation

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

Executed this 8 day of April, 1997.

DEER CREST ASSOCIATES I, L.L.C.

By: LCC PROPERTIES GROUP, L.C.

By: David M. Luber
Managing Member

PARK CITY MUNICIPAL CORPORATION

By: Bradley A. Olch, Mayor

ATTEST:

Jan Scott, City Recorder

PARK CITY SUMMIT COUNTY, UTAH
CORPORATE
Seal
MARCH 1, 1884

APPROVED AS TO FORM:

Jodi Hoffman, City Attorney

STATE OF UTAH)
SS.
COUNTY OF SUMMIT)

On this 8th day of April, 1997, personally appeared before me David M. Luber, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Managing Member of DEER CREST ASSOCIATES I, L.C., by LCC PROPERTIES GROUP, L.C. and that said document was signed by him in behalf of said corporation by authority of its bylaws (or of a Resolution of its Board of Directors), and said David M. Luber acknowledged to me that said corporation executed the same.

MARK D. HARRINGTON
NOTARY PUBLIC • STATE of UTAH
446 MARSAC AVE.
PARK CITY, UT 84060
COMM. EXP. 7-13-98

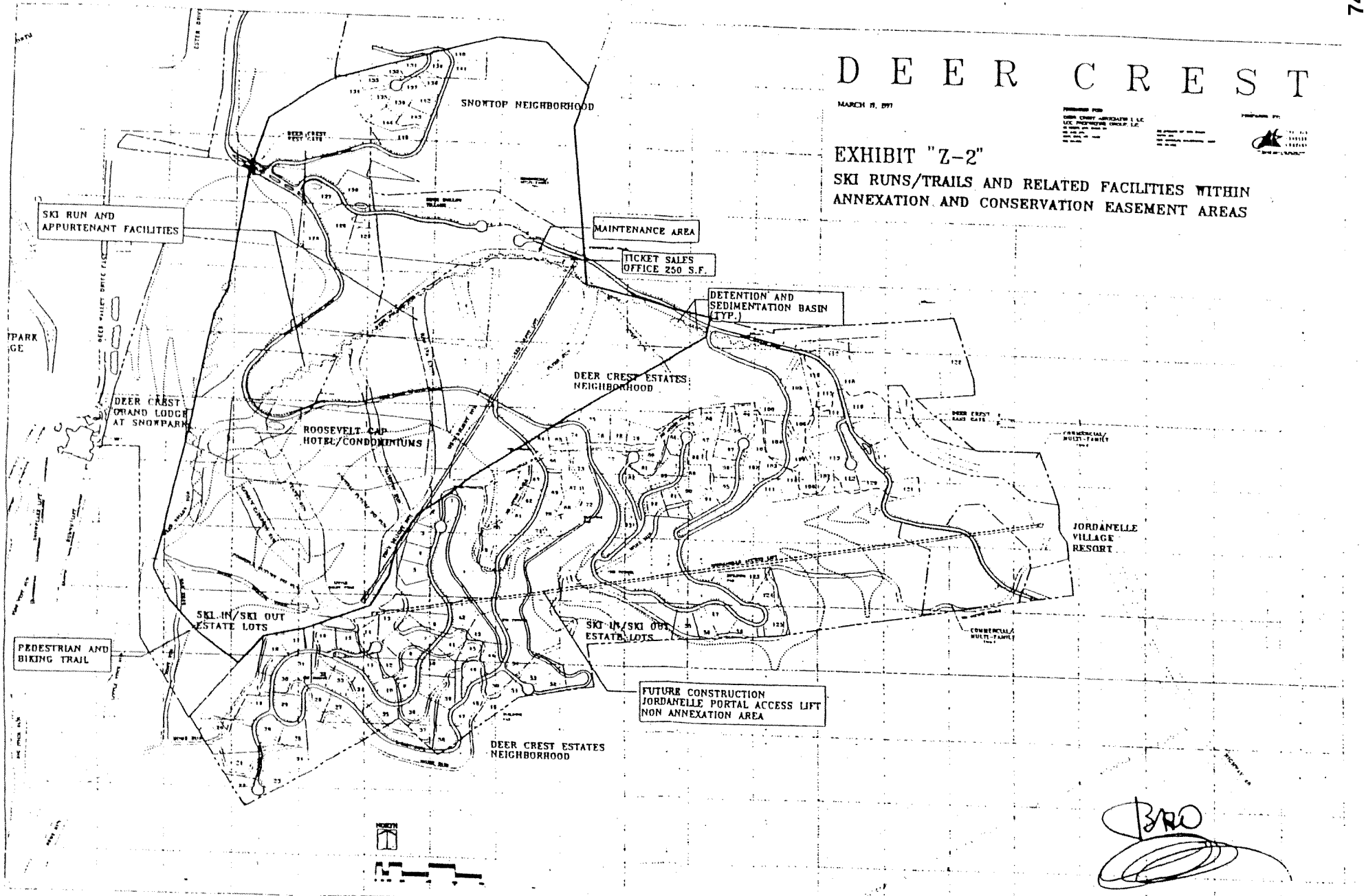
Notary Public

DEER CREST

MARCH 19, 1997

EXHIBIT "Z-2"

SKI RUNS/TRAILS AND RELATED FACILITIES WITHIN ANNEXATION AND CONSERVATION EASEMENT AREAS



DEER CREST

MARCH 8, 1999

EXHIBIT "Z-2"

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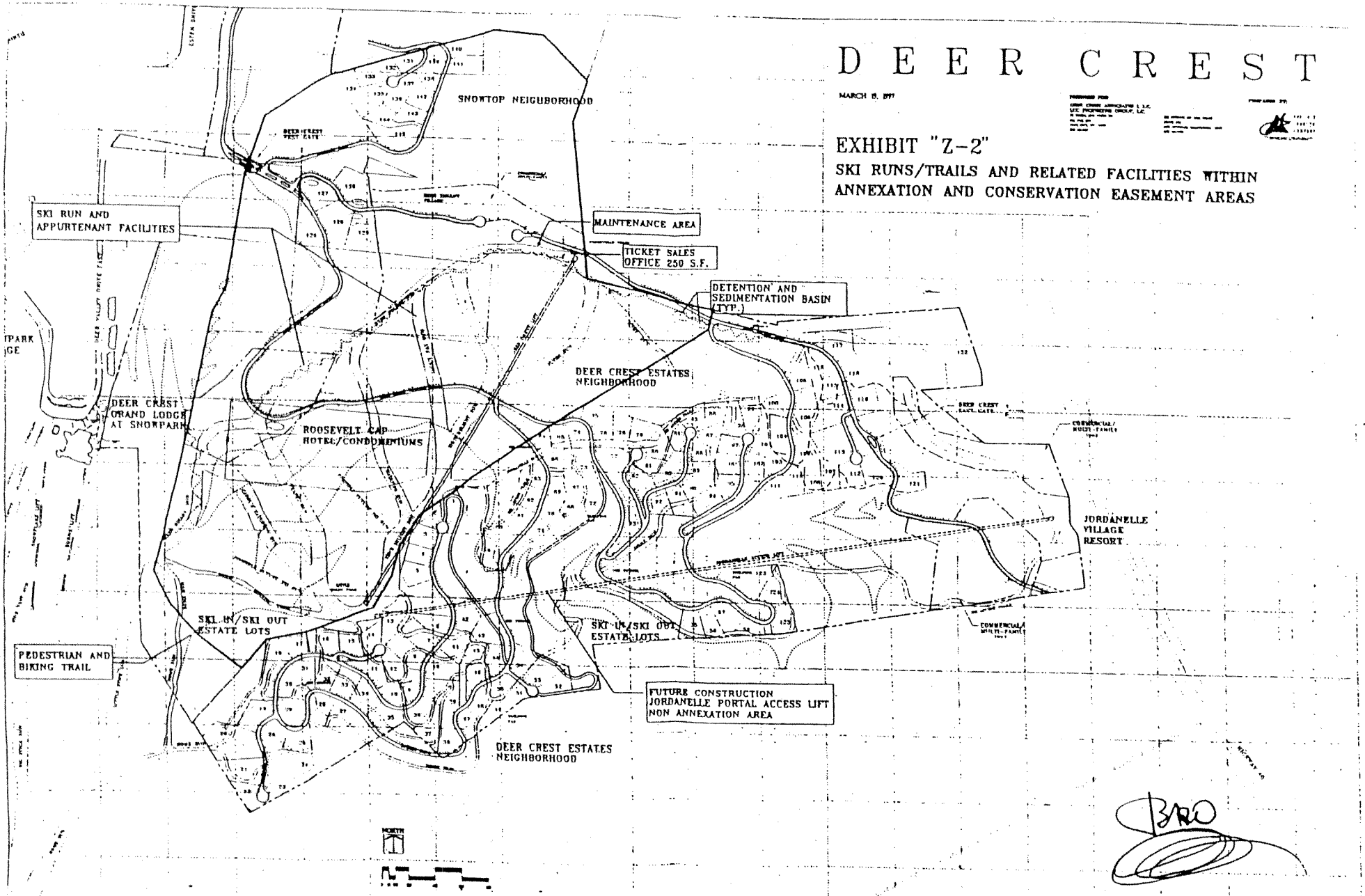
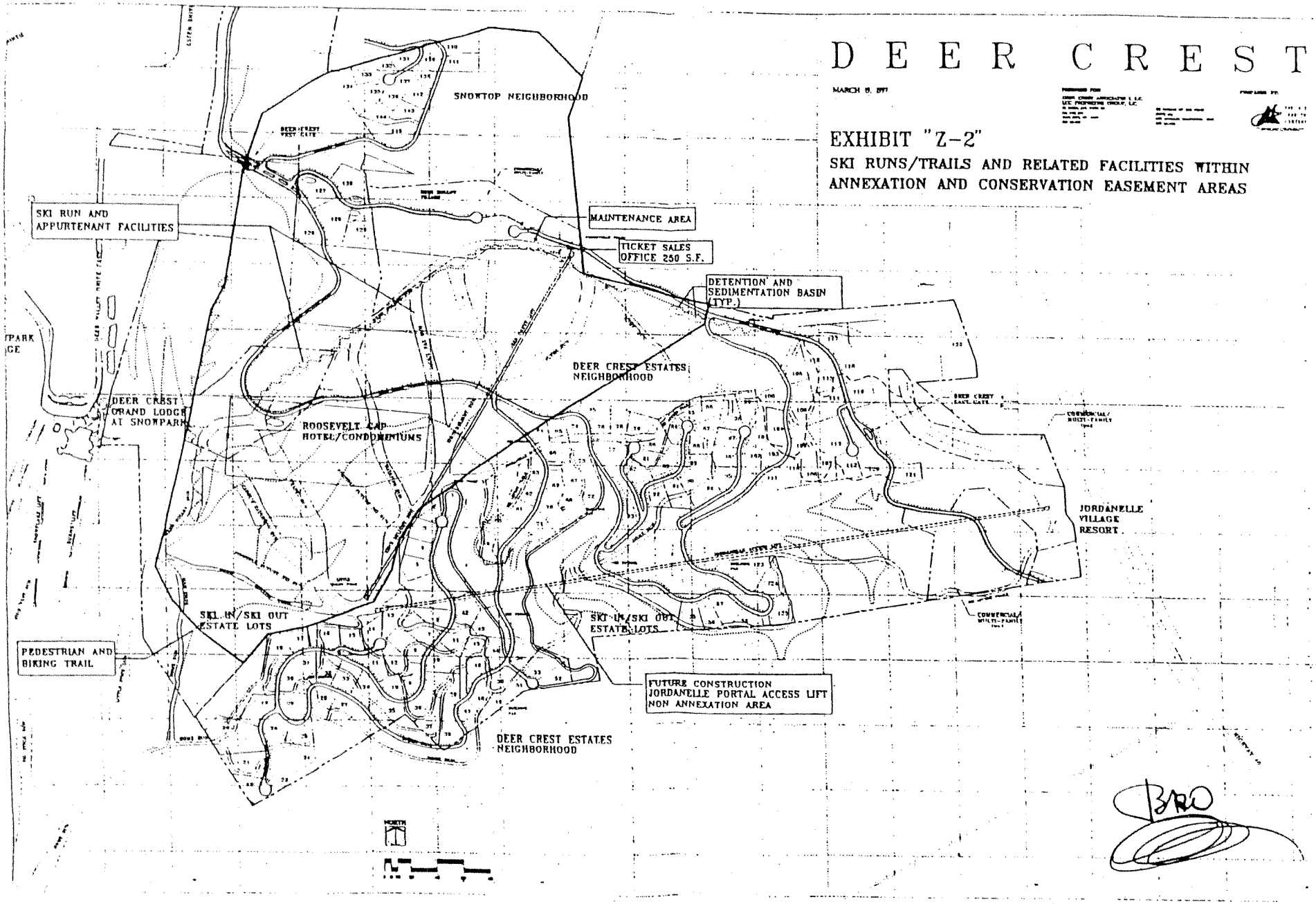


DEER CREST

MARCH 8, 1999

EXHIBIT "Z-2"

SKI RUNS/TRAILS AND RELATED FACILITIES WITHIN ANNEXATION AND CONSERVATION EASEMENT AREAS



DEER CREST

MARCH 11, 1997

EXHIBIT "Z-2"

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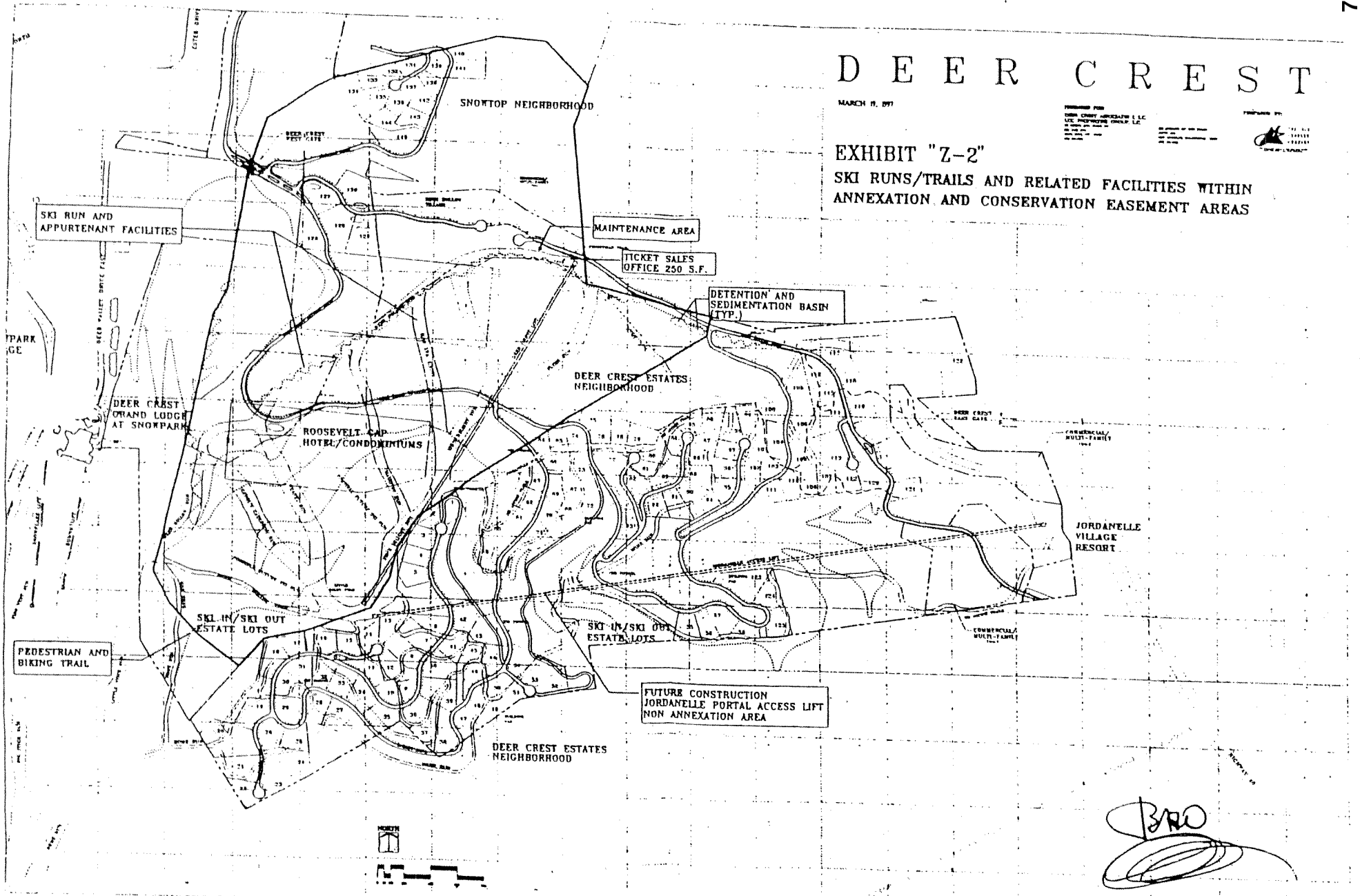


SECOND AMENDMENT TO THE TELEMARK PARK SETTLEMENT AGREEMENT

This Second Amendment to the Telemark Park Settlement Agreement (this "Second Amendment") is entered into this 6th day of April, 2001 by and between Hidden Hollow Associates, LLC, a Utah limited liability company ("Hidden Hollow"), Deer Crest Associates I, L.C., a Utah liability company ("Deer Crest") and Park City Municipal Corporation, a political subdivision of the State of Utah ("Park City").

Recitals

A. Pursuant to a Settlement Agreement between Park City Consolidated Mines Company, Inc., a Utah corporation ("Consolidated Mines"), Trans-Wasatch Company, L.L.C., a Utah limited liability company ("Trans-Wasatch"), and Park City dated December 29, 1995 (the "Settlement Agreement"), the parties thereto made reciprocal promises affecting, among other parcels, the parcel of land described in Exhibit "A" (the "Hidden Hollow Property").

B. The parties to the Settlement Agreement agreed that four (4) single family Estate lots would be permitted on the Hidden Hollow Property, with building envelopes, configurations, and other features further specified within the Settlement Agreement and its Exhibits.

C. Pursuant to a First Amendment to the Settlement Agreement between Deer Crest, the successor in interest to Consolidated Mines and Trans-Wasatch with respect to a portion of the subject property, and Park City dated April 8, 1997 (the "First Amendment"), the parties thereto made certain revisions of and clarifications to the Settlement Agreement.

D. Deer Crest and Park City approved additional revisions of and clarifications to the Settlement Agreement in December of 1998, but never recorded said amendments in written form. The parties now wish to include those revisions in this Second Amendment (Paragraph 5, below).

E. Hidden Hollow owns the Hidden Hollow Property and is the successor in interest to all of the rights and obligations in the Hidden Hollow Property which resulted from the Settlement Agreement and the First Amendment.

F. Upon Hidden Hollow's application to Park City to subdivide the property, Hidden Hollow expressed its willingness to redesign the subdivision based upon input from the Park City Community Development staff and the Park City Planning Commission. Several of the more visible building envelopes were eliminated, thereby decreasing opportunities for building sites. In exchange for this concession, Park City agreed to allow five (5) single family Estate lots on the Hidden Hollow Property with the building envelopes, configurations, and other features further specified in this Second Amendment.

G. The parties to this Second Amendment wish to amend the Settlement Agreement and the First Amendment to reflect Park City's decision to allow five (5) single family Estate lots on the Hidden Hollow Property with the building envelopes, configurations, and other features further specified in this Second Amendment. Park City wishes to do so without decreasing the total number of lots permitted to the owners of other real property parcels which were subject to the Settlement Agreement.

Agreement

NOW, THERFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Second Amendment, intending to be legally bound, hereby agree as follows:

1. The following paragraphs in the Settlement Agreement and the First Amendment are hereby amended to delete references to four (4) single family Estate lots on the Hidden Hollow Property, and references to five (5) single family Estate lots on the Hidden Hollow Property are hereby inserted in place of the deleted references:

Settlement Agreement	First Amendment
Paragraphs 5.2 to 5.2.1.5, inclusive; Exhibit B, "Develop. Density Table"	Paragraphs 2 and 3

2. The following paragraphs in the Settlement Agreement and the First Amendment are hereby amended to delete references to one hundred fifty (150) total single family units lying West of the East Perimeter Gate, and references to one hundred fifty-one (151) total single family units lying West of the East Perimeter Gate are hereby inserted in place of the deleted references:

Settlement Agreement	First Amendment
Paragraph 5.2(e)	Paragraph 2

3. The following paragraphs in the Settlement Agreement and the First Amendment are hereby amended to delete references to five hundred forty-five (545) units, and references to five hundred forty-six (546) units are hereby inserted in place of the deleted references:

Settlement Agreement	First Amendment
Paragraph 5.2	Paragraph 2

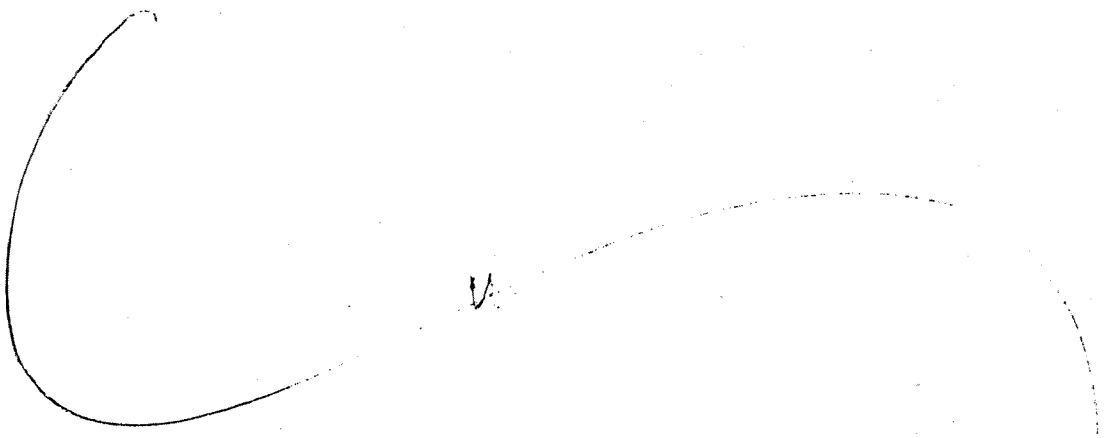
Any other references in the Settlement Agreement and First Amendment to unit numbers which should be increased by virtue of the increase in total single family units from one hundred fifty (150) to one hundred fifty-one (151) shall be deemed so increased.

4. The map attached hereto as Exhibit "B" supersedes any inconsistent exhibits contained in the Settlement Agreement and First Amendment for the Hidden Hollow and Snow Top property, including, but not limited to, Settlement Agreement Exhibits "B", "D", "N" and "U" and First Amendment Exhibits "B", "D", "N" and "U". Accordingly, for purposes of the Settlement Agreement, as amended, and development of the Hidden Hollow and Snow Top properties, Exhibit "B" controls over other plats and maps.

5. Paragraph 5.2.2.5 of the Settlement Agreement is hereby deleted, and replaced by the following amended Paragraph 5.2.2.5, approved by the City Council of Park City in December of 1998:

> 5.2.2.5 Annexation Agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area. If the Roosevelt Gap/Snow Park Development Area is annexed into Park City under Alternative A, then the following conditions of development shall bind the parties: (a) the density of the Roosevelt Gap Lodge shall not exceed 105 Park City Unit equivalents; (b) the funicular tramway shall be installed at the earliest opportunity; (c) Property Owners shall make offers of dedication of conservation easements, and shall designate development envelopes, all as depicted in Exhibit "N" attached hereto; (d) the remainder of the Roosevelt Gap/Snow Park Development Area shall be dedicated open space to Park City as depicted in Exhibit "N" attached hereto; and (e) there shall be no overnight parking at Roosevelt Gap Lodge unless the Planning Commission approves overnight parking at Roosevelt Gap Lodge in conjunction with a Master Planned Development of a luxury resort hotel, upon Property Owner's demonstration that the remainder of the Project has been modified to result in no net increase of traffic on the Keetley Road as a consequence of the provision of overnight parking at Roosevelt Gap. The Planning Commission may approve up to 105 overnight parking spaces at Roosevelt Gap without further Council action.

6. Any references within the Settlement Agreement or the First Amendment which are inconsistent with the intent of the parties to this Second Amendment, as set forth in paragraph "G" in the "Recitals" section and paragraphs 1, 2, and 3, above of this Second Amendment, are hereby reformed and shall be construed to be consistent with this Second Amendment.



IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

APPROVED AS TO FORM:

Mark Harrington, City Attorney

PARK CITY MUNICIPAL CORPORATION

By: Bradley A. Olch, Mayor

ATTEST:

Jan Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE SEAL MARCH 1, 1884

HIDDEN HOLLOW ASSOCIATES, LLC
By: Skyline Land Company, Inc.
Its: Manager

By: Harry F. Reed
Its: President

DEER CREST ASSOCIATES I, L.C.
By: Grand Harvest Venture, LLC
Its: Manager

By: Angela C. Sabella
Its: Manager

EXHIBIT "A" To Second Amendment to

Telemark Park Settlement Agreement

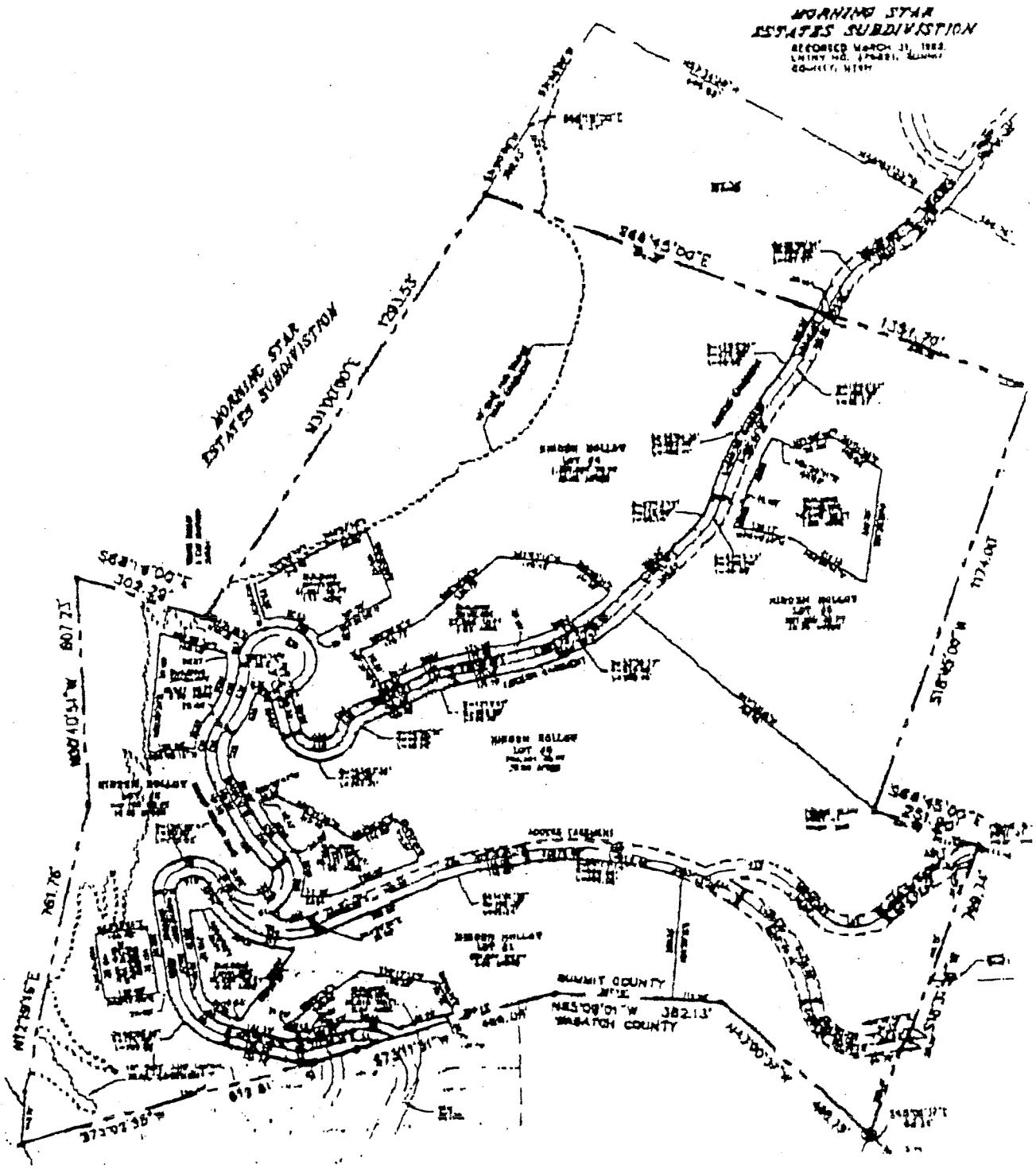
Beginning at a point on the Summit-Wasatch County line, said point being South 0°30'11" West 529.16 feet along the section line and East 5719.73 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 4°33'29" East 142.89 feet; thence North 12°19'16" East 761.76 feet; thence North 0°40'51" West 620.11 feet more or less; thence along the South line of the Republican Mining Claim (MS 4980) South 68°19'00" East 310.72 feet more or less; thence along the East line of the Republican Mining Claim North 31°00'00" East 1281.41 feet more or less; thence along the North line of the Queen Esther No. 5 Mining Claim (MS 6979) South 66°45'00" East 1350.12 feet more or less; thence along the East line of the Queen Esther No. 4 and the Queen Esther No. 5 Mining Claims South 18°45'00" West 1174.00 feet more or less; thence along the North line of the Queen Esther No. 3 Mining Claim South 66°45'00" East 251.90 feet more or less; thence along the East line of the Queen Esther No. 3 Mining Claim South 18°31'58" West 799.74 feet; thence along the Summit-Wasatch County line the following 4 courses: 1) North 43°00'37" West 488.15 feet; thence 2) North 85°09'01" West 382.13 feet; thence 3) South 73°11'51" West 485.08 feet; thence 4) South 73°02'55" West 812.81 feet to the point of beginning.

TOGETHER WITH all rights-of-way and easements appurtenant to such real property set forth in the Declaration of Easements, Covenants and Restrictions, recorded July 1, 1996 as Entry No. 457356 in Book 975 at Page 335 of the official records of the Summit County Recorder.

TOGETHER WITH Water Right No. 35-8833, Certificate No. 3006, as such right is more particularly defined in the records of the Utah Division of Water Rights.

EXHIBIT "B"

To Second Amendment to Telemark Park Settlement Agreement



760

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

Ordinance No. 98-53

AN ORDINANCE ANNEXING APPROXIMATELY 253 ACRES OF THE DEER CREST PROPERTY LOCATED ADJACENT TO DEER VALLEY INTO THE CORPORATE LIMITS OF PARK CITY, UTAH

WHEREAS, a petition was filed by Deer Crest LLC requesting Park City to annex a portion of the Deer Crest Project (the Property, Exhibit A) to the City on July 10, 1998;

WHEREAS, the petition was determined to be complete upon receipt of the required fiscal impact analysis on August 21, 1998;

WHEREAS, the petition is generally consistent with the 1995 Settlement Agreement which applies to the property;

WHEREAS, the Planning Commission conducted a public hearing on August 26, 1998 and forwarded a positive recommendation on the requested annexation on September 23, 1998;

WHEREAS, the annexation petition was accepted by the City Council on September 24, 1998 and certified by the City Recorder on October 21, 1998;

WHEREAS, the City Council conducted a public hearing on December 3, 1998;

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

WHEREAS, Park City and Wasatch County have negotiated the Deer Crest Interlocal Agreement relating to the Property;

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, Utah according to the annexation and zoning 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 as described in the terms of the 1995 Settlement Agreement (as amended) and the Deer Crest Interlocal Agreement between Wasatch County and Park City. The Property shall be subject to all City laws, rules and regulations upon the effective date of this ordinance.

SECTION 2. COMPLIANCE WITH STATE LAW. This annexation, in the judgement of Park City, meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code.

SECTION 3. GENERAL PLAN CONSISTENCY. This annexation is consistent with the Park City General Plan.

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

DATED this 17th day of December, 1998

PARK CITY MUNICIPAL CORPORATION

BRADLEY A. OLCH, MAYOR

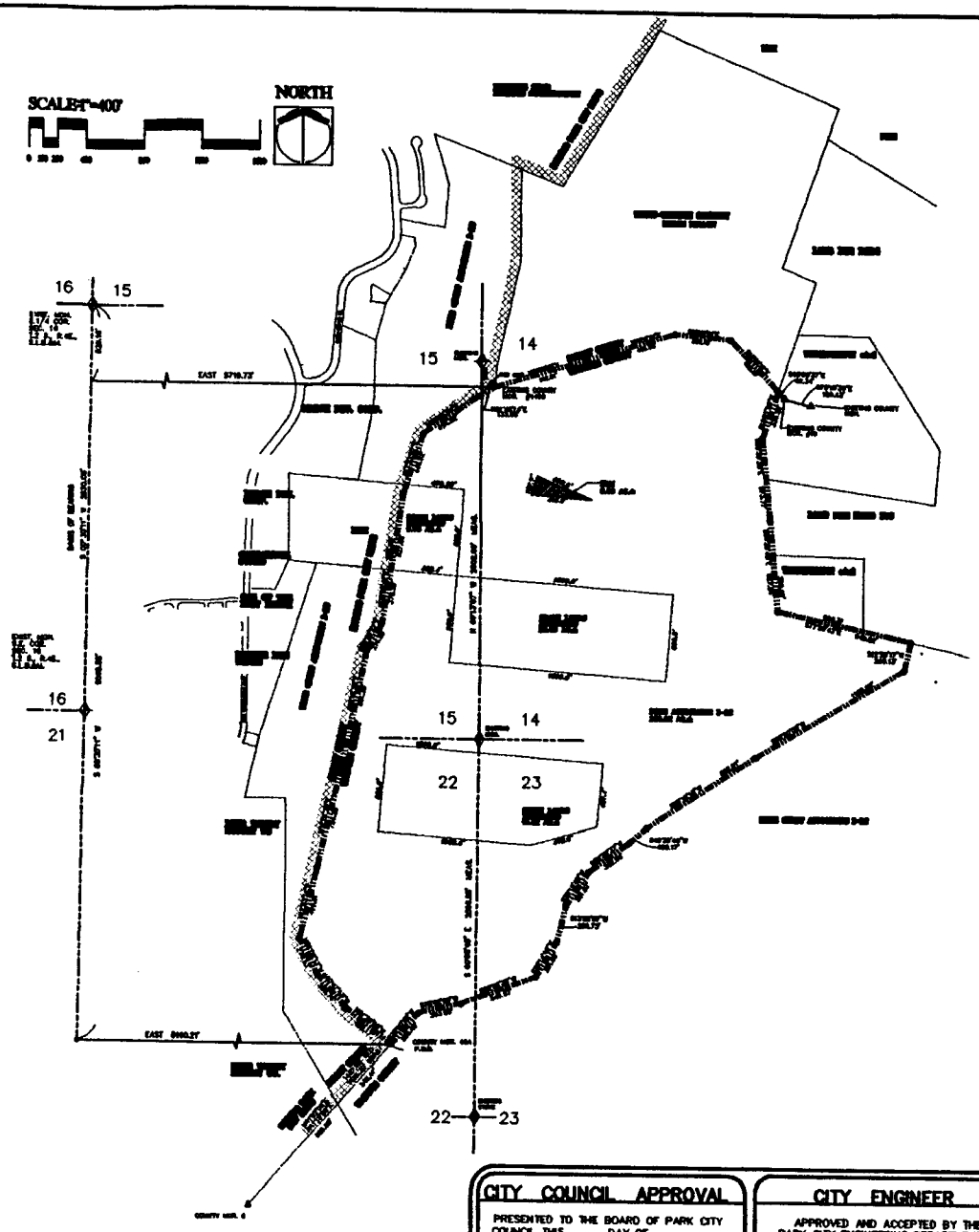
ATTEST:

Jan Scott, City Recorder

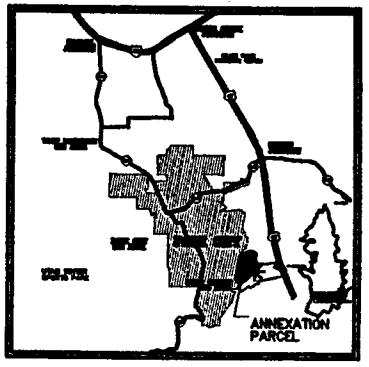
PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

APPROVED AS TO FORM:

Jodi Fatland Hoffman, City Attorney



VICINITY MAP



LEGAL DESCRIPTION

Beginning at a point on the Summit-Wasatch County line, which is South 00°00'00" West 5280.00 feet along the Section Line and East 5040.00 feet from the East Quarter Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 00°00'00" East 2640.00 feet along said County line; thence North 90°00'00" East 2640.00 feet; thence South 00°00'00" East 2640.00 feet; thence South 90°00'00" West 2640.00 feet to the point of beginning.

Containing 160.00 acres, more or less.

SUBJECT TO and together with any and all easements, rights-of-way, covenants and restrictions of record, whether indicated or not on this Annexation Plat.

SURVEYOR'S CERTIFICATE

I, JACK JOHNSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 147899 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LEGAL DESCRIPTIONS OF THE ANNEXATION AREA AND THE INFORMATION SHOWN ON THIS PLAT IS CORRECT BASED UPON SAID LEGAL DESCRIPTIONS.

JACK JOHNSON _____ DATE _____

RECEIVED
DEC 11 1998
PARK CITY
PLANNING DEPT.

ANNEXATION PLAT for

DEER CREST PROPERTIES

LYING WITHIN WASATCH COUNTY, UTAH

LOCATED IN SECTIONS 14,15,22 AND 23 OF TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY COUNCIL THIS _____ DAY OF _____ 19__, A.D., AT WHICH TIME THIS ANNEXATION PLAT WAS APPROVED.

_____
MAYOR

_____
CITY RECORDER

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____ 19__, A.D.

_____
CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS _____ DAY OF _____, 19__, A.D.

_____
CITY ATTORNEY

RECORDED

STATE OF _____.
COUNTY OF _____.
RECORDED AND FILED AT THE REQUEST OF:

_____
COUNTY RECORDER

THE JACK JOHNSON COMPANY
1910 Prospector Avenue • Park City, Utah 84060
(801) 645-9000 • Fax (801) 649-1820

EXHIBIT A

Ordinance No. 98-51

AN ORDINANCE AMENDING THE ZONING MAP OF PARK CITY TO INCLUDE THE DEER CREST ANNEXATION AREAS LOCATED ADJACENT TO THE CURRENT CORPORATE BOUNDARIES OF PARK CITY, UTAH

WHEREAS, Deer Crest LLC petitioned to annex a portion of the Deer Crest project to the City; and

WHEREAS, the annexation is consistent with the 1995 Settlement Agreement between Park City and the property owners; and

WHEREAS, the Planning Commission held a public hearing on August 26, 1998 and forwarded a positive recommendation to the City Council on the Annexation and Zoning on September 23, 1998; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code and Utah State Law; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, on December 3, 1998, the City Council held a public hearing to receive input on the proposed annexation and zoning; and

WHEREAS, it is in the best interest of Park City, Utah to amend the Official Zoning Map of Park City to include the property within the City's regulatory boundary.

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

SECTION 1. Zoning Map Amended. The Zoning Map of Park City as adopted by section 1.9 of the Park City Land Management Code, is hereby amended to include the annexed portions of the Deer Crest project as depicted in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

PASSED AND ADOPTED this 17th day of December 1998.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, MAYOR

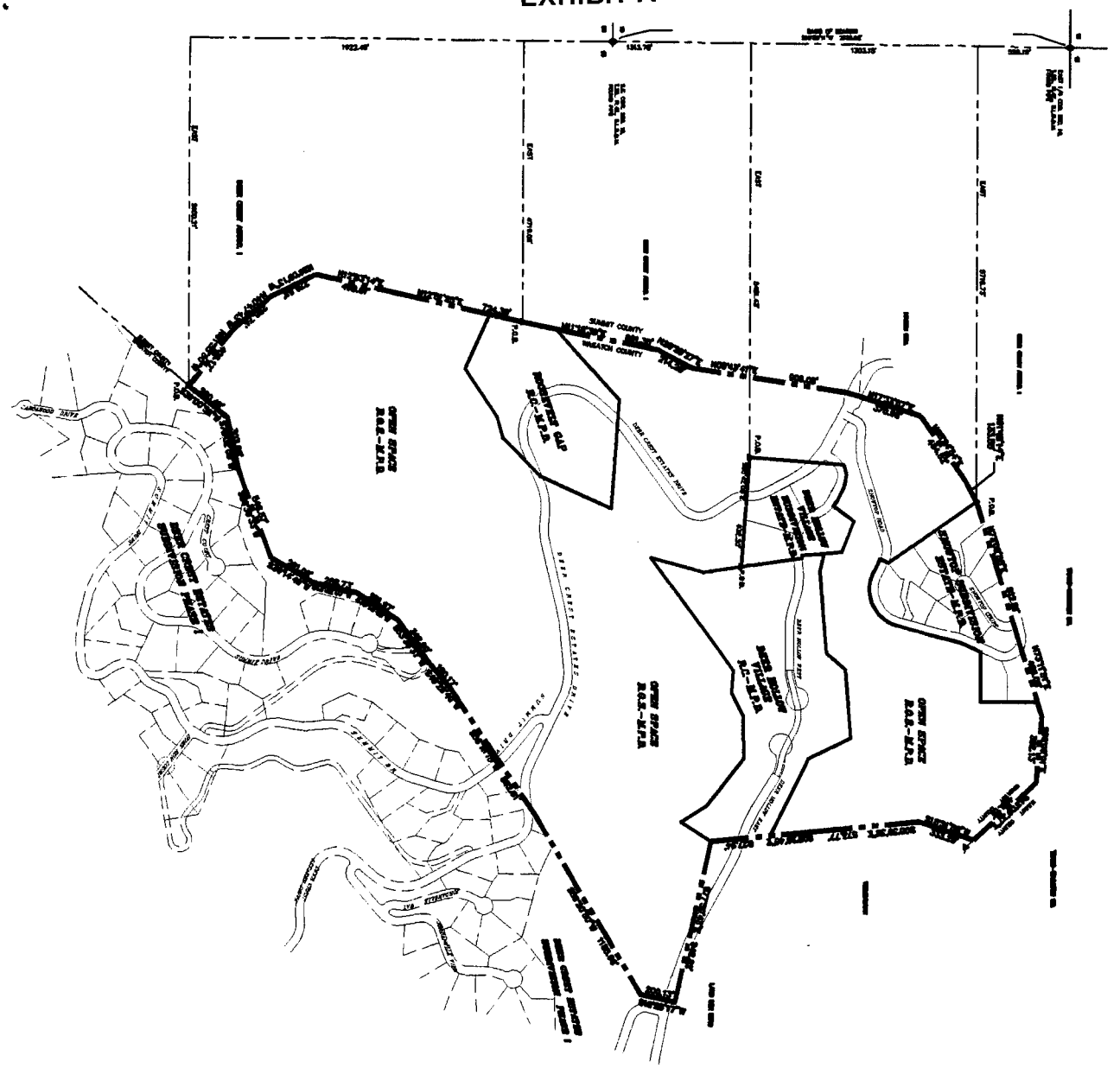
ATTEST:

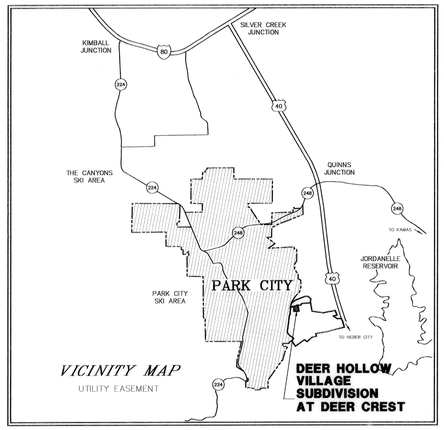
Janet M. Scott, City Recorder

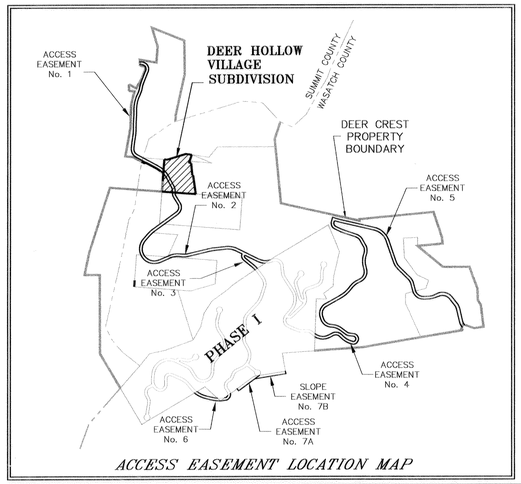
APPROVED AS TO FORM:

Jodi F. Hoffman

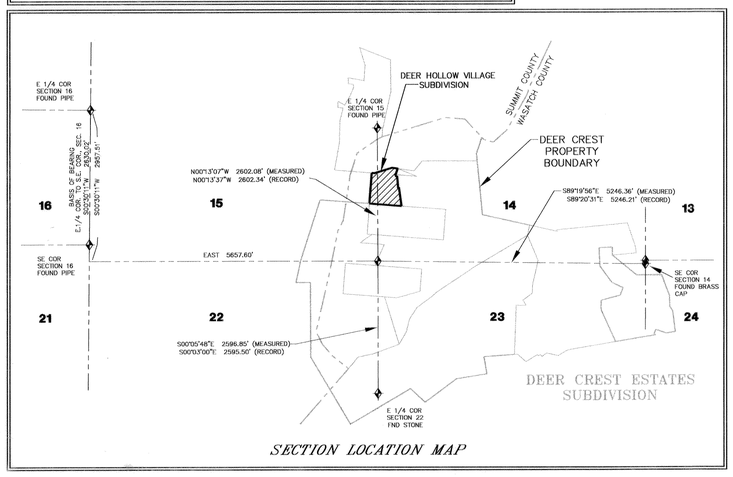
EXHIBIT A


OPEN SPACE R.O.S.-M.P.D.
DEER CREST VILLAGE R.C.-M.P.D.
DEER CREST RESIDENCES PHASE I
DEER CREST RESIDENCES PHASE II
SUMMIT COUNTY
WASATCH COUNTY
SILVER CREEK ESTATES #1
SILVER CREEK ESTATES #2
SILVER CREEK DRIVE
DEER VALLEY DRIVE
SILVER MEADOW DRIVE
SILVER MOUNTAIN DRIVE
SILVER SAGE DRIVE
SILVER BUCK DRIVE
SILVER SPUR DRIVE
SILVER STRIKE TRAIL
SILVER QUEEN DRIVE
SILVER BELLE DRIVE
SILVER HILLS DRIVE
SILVER KING DRIVE
SILVER BUCK TRAIL
SILVER SAGE TRAIL





ACCESS EASEMENT LOCATION MAP



SECTION LOCATION MAP

GENERAL NOTES

1. The Lots are covered by a Master Declaration of Covenants, Conditions and Restrictions for Deer Crest (the "Master Declaration"). Each Lot owner will be a member of the Deer Crest Master Association, a Utah non-profit corporation (the "Master Association"), and subject to the terms of its Articles of Incorporation, its Bylaws and the rules and regulations that may be established by the Master Association from time to time. Construction of structures on each Lot shall be subject to the terms and processes of the Deer Crest Design Guidelines ("Design Guidelines") as established and amended from time to time by the Master Association. The siting and design of each structure shall be approved by the Deer Crest Review Committee (the "Design Review Committee") prior to commencement of construction following the process established by the Design Guidelines. Following approval by the Design Review Committee, construction on a Lot must secure the approval of and a building permit from the applicable governmental entities.
2. The following easements are dedicated by the recordation of this plat for use by the Developer, the Master Association, parties identified in the plat notes as benefited by a specific easement, Lot owners, owners of units within condominium or multifamily projects within the Deer Crest Project subject to the access limitations in note 13 and guests and permitted invitees, including easements covering all areas within the legal description of the Lots and outside of the building envelope shown in any Lot:
   - An easement for ingress and egress across all private roadways shown on the Plat.
   - An easement for the maintenance and construction of the roads and related slopes and retaining walls across portions of Lots outside of building envelopes and adjacent to the roads.
   - An easement for all public utilities and for drainage across portions of all Lots outside the building envelopes which also runs in favor of each utility providing services within the Deer Crest Project.
   - Other easements relating to the construction, landscaping, improvements and sales of the Deer Crest Project by the Owner and the operations of the Master Association as are described in the Master Declaration.
3. The Deer Crest Project is also subject to existing easements and other interests of record.
4. Each Lot on the Plat illustrates the maximum building envelope that will be allowed. Maximum dwelling coverage, maximum impervious area, maximum floor area and maximum garage area are also set forth in this Plat. Any actual structure proposed to be constructed on the Lot may reflect a smaller size than the maximum shown on the Plat. Structures may not encroach on the set backs shown on the Plat. The maximum dwelling coverage is the maximum size of allowable structures in plan view, including eaves, overhangs and outbuildings which may be constructed on the Lot. The maximum impervious area is the maximum area of impervious surface allowed on a lot in addition to the dwelling coverage including driveways, concrete slabs, walkways, steps and other surfaces impervious to water.
5. The limits of disturbance on each Lot shall be minimized; however, in no event shall the disturbance exceed an area that is 15 feet from the outside face at grade of any structure to be construction on any Lot. In addition, significant clusters of vegetation and large tree specimens shall be preserved where possible or where required by the Design Review Committee. Such clusters of vegetation and large trees shall be identified on a preliminary landscape plan which shall be submitted to the Design Review Committee with the first submittal of proposed improvement plans.
6. Irrigated landscape shall be limited to 1,600 square feet and the additional area to be served by drip irrigation systems shall be limited to 4,500 square feet. The proposed location of irrigation systems shall be reflected on the final landscape plan.
7. The roads and trails within the Subdivision are classified as private though subject to certain public pedestrian and bike access easements in certain locations. All road maintenance, including snow removal, shall be arranged and paid for by the Master Association. Driveways shall be constructed in accordance with the requirements of the Uniform Fire Code and any exceptions granted pursuant thereto.
8. Wasatch County prohibits the building of structures on active fault lines, collapsible soils, unstable soils, landslide areas and other geologic hazards. A soils report is available from the Developer for review. It is required that the lot owner consult a qualified geotechnical engineer and other design professionals to conduct a lot-specific investigation and submit a geotechnical and geology report to Wasatch County for review and approval prior to site development for all grading, driveway, and building construction. Existing mine workings have been identified and analyzed by AGRA Earth and Environmental Geotechnical Engineers. Their report has been recorded at the Wasatch County, Utah Recorder's Office as part of the Master Declaration.
9. Local service providers or approved alternate(s):

   Utah Power
   Questar Gas Company
   U.S. West Communications
10. Residential structures shall be fire sprinkled pursuant to Park City requirements and shall be constructed in accordance with the provisions of the Uniform Fire Code (UFC). See the Design Guidelines.
11. The ownership, operation and maintenance of common elements, including Open Space, and conditions for the construction of Lots, are set forth in the Master Declaration.
12. Wasatch County prohibits building on wetlands or areas where ground water periodically rises to within 7 feet of the surface, on areas within 100 feet of a live or intermittent water way, on areas within 100 feet radius from a well used for culinary water, on areas within a 100-year 24 hour storm incident drainage path, and on any other water related area where development will have an unreasonable effect on the water course or aquifer.
13. Vehicular access through the eastern perimeter controlled access gate and the western perimeter controlled access gate is limited solely to residents and guests of properties within the gates and shall other wise be closed at all times.
14. All construction traffic regardless of vehicular weight is limited to U.S. Highway 40 and the eastern perimeter controlled access gate.
15. Public safety access and utility easements are hereby dedicated for all roadways and emergency access roads.
16. Permanent maintenance of all perimeter gates, roadways, hard surfaced pedestrian/bicycle pathways, including snow removal, shall be the sole responsibility of the Master Association to the reasonable satisfaction of Park City.
17. Park City Municipal Corporation is a third-party beneficiary and these plat notes 13 thru 17 may not be amended without Park City's written consent.
18. The Easements identified on the plat as Easements Parcels 1, 2, 3, 4, 5, 6a, 6b, 7a and 7b generally describe the proposed location of roads to be constructed in the future and are intended to provide a legal right of access to and from the platted lots and publicly dedicated streets. The legal descriptions of these Easement Parcels may be modified by a subsequently recorded plat or instrument reflecting approval of the County and providing an alternative or modified easement location. Any such plat or instrument shall not be deemed to be an amendment to this plat and shall not require the application of a plat amendment process or the consent of existing lot owners or mortgage holders.
19. The owner of the parcels shall not modify or disturb the established trails, structures, slopes, landscaping and other improvements built by the developer, without consent of the Master Association. Ski runs, trails and related slopes as constructed may encroach on building envelopes, and an easement is hereby granted for such encroachments.
20. Maintenance of all storm water and water quality facilities, including individual lot run-off storage/infiltration systems, shall be the sole responsibility of the Master Association.
21. The Master Declaration and the Design Guidelines contain restrictions on the modification of established drainage channels on Lots and requirements for on-lot drainage control structures. Some established drainage channels and on-lot drainage control structures may affect the building envelopes designated on the plat.
22. The Subdivision is created together with easements across certain rights-of-way shown on the Plat and certain additional rights-of-way shown on the plats of Deer Crest Estates Subdivision---Phase I, Deer Crest Estates Subdivision---Phase 2, Snowtop Subdivision, Deer Hollow Village master plat, Roosevelt Gap master plat and the Jordanelle Village master plat, each of which is recorded prior to or contemporaneously with, or is intended to be recorded after, this plat.
23. The property covered by this plat is subject to annexation to Park City. The development of the parcel is subject to the items of a certain settlement agreement with Park City which is effective whether or not the property is annexed.
24. The annexation of this property to Park City does not entitle the residents access to the Park City School District.

US WEST COMMUNICATIONS, INC. APPROVAL

Approved and accepted this 15 day of DEC, 1998.

by US West Communications, Inc.
Authorized Representative

QUESTAR GAS COMPANY APPROVAL

Approved and accepted this 4 day of Dec, 1998.

by Questar Gas Company
Authorized Representative

WASATCH COUNTY HEALTH DEPARTMENT APPROVAL

Approved and accepted this 15 day of Dec, 1998.

by Wasatch County Health Department
Authorized Representative

WASATCH HEALTH DEPARTMENT CITY COUNTY

WASATCH COUNTY FIRE DISTRICT APPROVAL

Approved and accepted this 16 day of Dec., 1998.

by Wasatch County Fire District
Authorized Representative

Fire Inspector WASATCH COUNTY

WASATCH COUNTY WATER BOARD APPROVAL

Approved and accepted this 15 day of Dec, 1998.

by Wasatch County Water Board
Authorized Representative

JORDANELLE SPECIAL SERVICE DISTRICT APPROVAL

Approved and accepted this 15 day of Dec, 1998.

by Jordanelle Special Service District
Authorized Representative

UTAH POWER AND LIGHT, A DIVISION OF PACIFIC CORP. APPROVAL

Approved and accepted this 15th day of DECEMBER, 1998.

by Utah Power and Light, a Division of Pacific Corp.
Authorized Representative

NOTE--
THIS PLAT IS A TWO (2) SHEET PACKAGE. INFORMATION DEPICTED ON ANY ONE SHEET SHALL APPLY TO ALL SHEETS AND LOTS.

OWNER'S CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: That Deer Crest Associates I, L.C., a Utah limited liability company, the owner of the hereon described tract of land hereby causes the same to be divided into lots and private streets together with all ingress/egress and utility easements, as depicted or described hereon, hereafter to be known as the Deer Hollow Village Subdivision at Deer Crest, subject to the declaration of covenants, conditions, restrictions and reservation of easements for the Deer Hollow Village Subdivision at Deer Crest, which will be recorded in the offices of the County Recorder of Wasatch County, Utah, concurrently with the recording of this plat. The undersigned further consents to the recordation of this plat in accordance with Utah law.

Executed this 15 day of Dec, 1998.

Deer Crest Associates I, L.C.
by its Managing Member:
LCC Properties Group, L.C.

David M. Luber, Managing Member

ACKNOWLEDGEMENT

On this 15th day of December, 1998 personally appeared before me David M. Luber, who, being duly sworn did say that he is the Managing Member of LCC Properties Group, L.C., a Utah limited liability company, the Managing Member of Deer Crest Associates I, L.C., and the signer of the foregoing Owner's Consent to Record, and said David M. Luber, duly acknowledged to me that he executed the same.

Notary Public my commission expires:

NOTARY PUBLIC
Renee A. Norstrom
136 Heber Ave., Ste 308
Park City, Utah 84060
My Commission Expires
September 10, 2000
STATE OF UTAH

LIEN HOLDER'S CONSENT TO RECORD

The undersigned Lien holder hereby consents to the recordation of this plat.

Executed this day of , 1998.

Dynamic Finance Corporation,
a California Corporation

REFERENCE SEPARATE RECORDED DOCUMENT

Angela C. Sabella, President

ACKNOWLEDGEMENT

On this day of , 1998 personally appeared before me Angela C. Sabella, who, being duly sworn did say that she is the President of Dynamic Finance Corporation, a California Corporation and the signer of the foregoing Owner's Consent to Record, and said Angela C. Sabella, duly acknowledged to me that she executed the same.

Notary Public my commission expires:

LEGAL DESCRIPTION

A parcel of land located in the West Half of Section 14 and the East Half of Section 15, township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast Corner of the McKinley Mining Claim (MS 6645), said point is located North 00°13'07" West 1112.98 feet along the Section Line and North 85°42'00" West 162.50' feet from the Southwest Corner of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 89°19'56" West 5246.36 feet between said Southwest Corner and the Southeast Corner of said Section 14); and running thence along the East line of said McKinley Mining Claim North 04°18'00" East 600.00 feet; thence South 85°42'00" East 57.79 feet; thence North 72°55'47" East 359.21 feet; thence South 81°54'49" East 110.17 feet to the Northerly Corner of the BLM Exception Parcel; thence along the Westerly line of said BLM Parcel South 18°45'09" West 127.66 feet; thence South 18°45'09" West 22.41 feet; thence South 68°20'38" East 41.23 feet; thence South 05°08'17" East 224.04 feet; thence North 84°51'43" East 15.85 feet; thence South 08°00'00" East 355.75 feet to the North line of the Roosevelt No. 1 Mining Claim (MS 6645); thence along said North line North 85°42'00" West 632.30 feet to the POINT OF BEGINNING.

Together with all ingress/egress and utilitiy easements as depicted or described hereon.

Containing 370,679 sq. ft. or 8.51 acres of land more or less.

SURVEYOR'S CERTIFICATE

I, Jack Johnson, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 147581 as prescribed under the laws of the State of Utah. I further certify that a survey has been made of the land shown on this plat and described hereon. I further certify that this plat is a correct representation of the land surveyed and this plat has been prepared in conformity with the minimum standards and requirements of this law.

Jack Johnson
Date 12/15/98

Licensed Professional Engineer & Land Surveyor No. 147581 JACK J. JOHNSON State of Utah

DEER HOLLOW VILLAGE SUBDIVISION AT DEER CREST

LOCATED IN THE WEST HALF OF SECTION 14, AND THE EAST HALF OF SECTION 15 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN WASATCH COUNTY, UTAH

SHEET 1 OF 2

COUNTY COMMISSION

PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS THIS 15 DAY OF Dec A.D., 1998 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

COUNTY CHAIRMAN

Brent R. Titcomb
COUNTY CLERK

COUNTY ENGINEER

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

COUNTY ENGINEER Coordinator
12-16-98
DATE

COUNTY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE COUNTY PLANNING COMMISSION ON THIS 15 DAY OF Dec A.D., 1998.

CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 15 DAY OF Dec A.D., 1998

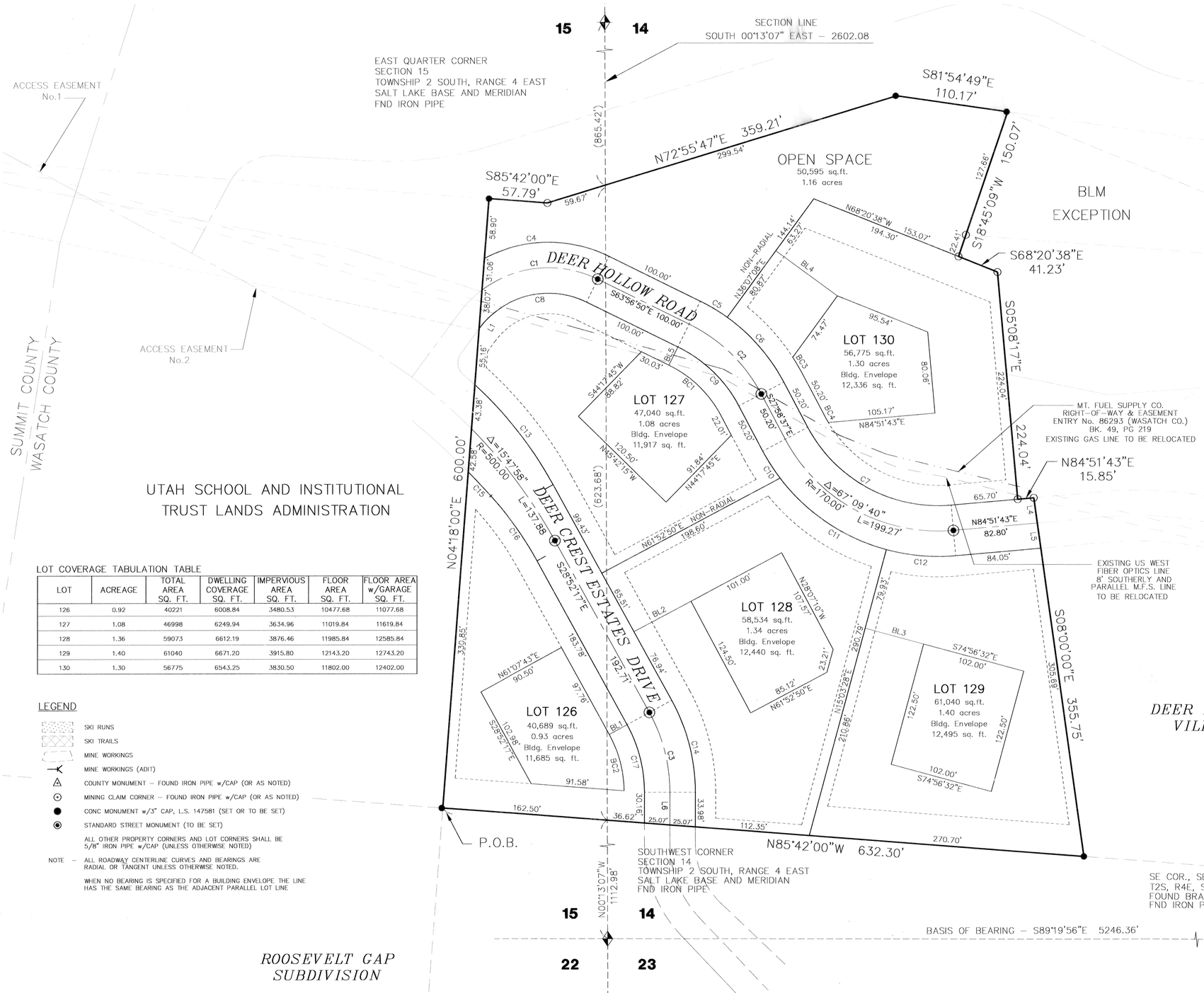
COUNTY ATTORNEY

RECORDED

BOOK 408
Nº 209772 DATE: 12-23-98 TIME: 14:32
STATE OF UTAH FEE: $54.00 PAGE
COUNTY OF WASATCH 256-275
RECORDED AND FILED AT THE REQUEST OF:
DEER CREST ASSOCIATES I LC
ELIZABETH M PARDELL
COUNTY RECORDER

THE JACK JOHNSON COMPANY
1777 Sun Peak Drive * Park City, Utah 84098
(801) 645-9000 * fax (801) 649-1620

Y:\314 Luber\314118\PNL-DHVSR.dwg Mon Dec 07 17:29:02 1998 B. Olsen



UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

ROADWAY AND LOT CURVE TABLE

LOT	CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
RDWAY C/L	C1	110.00'	120.41'	114.49'	N84°41'34"E	62°43'13"
RDWAY C/L	C2	160.00'	100.45'	98.81'	N45°57'44"W	35°58'12"
RDWAY C/L	C3	162.50'	81.68'	80.82'	N14°28'18"W	28°48'00"
OPEN SPACE	C4	135.00'	127.34'	122.67'	N89°01'52"E	54°02'37"
OPEN SPACE	C5	185.00'	30.96'	30.92'	N59°09'13"W	09°35'14"
LOT 130	C6	185.00'	85.19'	84.44'	S41°10'07"E	26°22'58"
LOT 130	C7	145.00'	169.97'	160.40'	S61°33'27"E	67°09'40"
LOT 127	C8	85.00'	118.13'	108.85'	S76°14'19"W	79°37'43"
LOT 127	C9	135.00'	84.75'	83.37'	S45°57'44"E	35°58'12"
LOT 127	C10	195.00'	31.59'	31.55'	N32°37'04"W	09°16'52"
LOT 128	C11	195.00'	128.25'	125.95'	S56°06'01"E	37°41'02"
LOT 129	C12	195.00'	68.73'	68.38'	S85°02'25"E	20°11'45"
LOT 127	C13	387.00'	125.45'	124.90'	N38°09'29"W	18°34'24"
LOT 128	C14	187.50'	94.25'	93.26'	N14°28'18"W	28°48'00"
LOT 126	C15	740.50'	32.38'	32.38'	N43°22'51"W	02°30'20"
LOT 126	C16	340.50'	78.78'	78.61'	N36°35'22"W	1°15'23"
LOT 126	C17	137.50'	69.11'	68.39'	N14°28'18"W	28°48'00"

BUILDING ENVELOPE CURVE TABLE

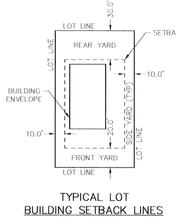
LOT	CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
LOT 127	BC1	115.00'	72.20'	71.02'	S45°57'44"E	35°58'12"
LOT 126	BC2	117.50'	57.61'	57.03'	N14°49'35"W	28°05'25"
LOT 130	BC3	205.00'	17.56'	17.55'	S30°25'51"E	04°54'27"
LOT 130	BC4	125.00'	5.48'	5.48'	N29°13'57"W	02°30'39"

BUILDING ENVELOPE LINE TABLE

LINE	DIRECTION	DISTANCE
BL1	N61°07'43"E	20.00'
BL2	N61°52'50"E	65.00'
BL3	S74°56'32"E	59.50'
BL4	S53°52'32"E	75.00'
BL5	S28°03'10"W	20.00'

ROADWAY AND LOT LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N36°25'27"E	00.25'
L4	S08°00'00"E	25.03'
L5	N08°00'00"W	25.03'
L6	N00°04'18"W	32.07'



TYPICAL LOT
BUILDING SETBACK LINES
NOT TO SCALE

LOT COVERAGE TABULATION TABLE

LOT	ACREAGE	TOTAL AREA SQ. FT.	DWELLING COVERAGE SQ. FT.	IMPERVIOUS AREA SQ. FT.	FLOOR AREA SQ. FT.	FLOOR AREA w/GARAGE SQ. FT.
126	0.92	40221	6008.84	3480.53	10477.68	11077.68
127	1.08	46998	6249.94	3634.96	11019.84	11619.84
128	1.36	59073	6612.19	3876.46	11985.84	12585.84
129	1.40	61040	6671.20	3915.80	12143.20	12743.20
130	1.30	56775	6543.25	3830.50	11802.00	12402.00

LEGEND

- SKI RUNS
- SKI TRAILS
- MINE WORKINGS
- MINE WORKINGS (ADIT)
- COUNTY MONUMENT – FOUND IRON PIPE w/CAP (OR AS NOTED)
- MINING CLAIM CORNER – FOUND IRON PIPE w/CAP (OR AS NOTED)
- CONC MONUMENT w/3" CAP, L.S. 147581 (SET OR TO BE SET)
- STANDARD STREET MONUMENT (TO BE SET)

ALL OTHER PROPERTY CORNERS AND LOT CORNERS SHALL BE 5/8" IRON PIPE w/CAP (UNLESS OTHERWISE NOTED)

NOTE – ALL ROADWAY CENTERLINE CURVES AND BEARINGS ARE RADIAL OR TANGENT UNLESS OTHERWISE NOTED.

WHEN NO BEARING IS SPECIFIED FOR A BUILDING ENVELOPE THE LINE HAS THE SAME BEARING AS THE ADJACENT PARALLEL LOT LINE

REVISED 11-25-98
REVISED DEER CREST ESTATES DRIVE, LOTS 126, 127, 128 AND BUILDING PAD LOT 126.

NOTE–
THIS PLAT IS A TWO (2) SHEET PACKAGE. INFORMATION DEPICTED ON ANY ONE SHEET SHALL APPLY TO ALL SHEETS AND LOTS.

DEER HOLLOW VILLAGE SUBDIVISION AT DEER CREST

LOCATED IN THE SOUTH HALF OF SECTION 14, THE SOUTHEAST QUARTER OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 23 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN WASATCH COUNTY, UTAH

SHEET 2 OF 2

RECORDED BOOK 408
Nº. 209772 DATE 12-23-98 TIME 14:32
STATE OF UTAH PAGE
COUNTY OF WASATCH FEE $54.00 261-275
RECORDED AND FILED AT THE REQUEST OF:
DEER CREST ASSOCIATES I L.C.
ELIZABETH M PARCELL
COUNTY RECORDER

THE JACK JOHNSON COMPANY
1777 Sun Peak Drive * Park City, Utah 84098
(801) 645-9000 * fax (801) 649-1620

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Founders Place

Transportation Demand Management

Submitted by East West Partners

east west partners

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5 TDM Approach

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Development Summary

Founders Place is a 78 Unit master planned condominium project within the gates of Deer Crest located in Park City, Utah. The project consists of stacked flat condominium units, recreational amenities, and six employee housing units. The 78 units are expected to be primarily occupied as second home ski vacation properties with an average annual occupancy of less than 35%, representing a high occupancy of 100% during the prime ski months, and as low as 10%-20% during Spring and Fall months.

The property is ski-in/ski-out on the Deer Valley ski resort accessed via the Mountaineer Express Chairlift located on the Founders Place parcel. In addition to ski-in/out during the winter months, the property is also located on the Village Trail connecting to the Park City Trails Foundation's trail network, giving occupants direct access to more than 400 miles of Summer trails.

The project will be constructed in three phases expecting to take approximately 6 years to complete. The chart below breaks down the project by phases.

Phase	Residential Units	Employee Housing Units	Total Units
Phase 1	32	4	36
Phase 2	19	2	21
Phase 3	27	0	27
Total All Phases	78	6	84

In addition to the residential units, all amenities will be built as part of Phase 1. These amenities include:

- Fitness Center – Including Yoga Studio
- Ski Valet – Including access to rental equipment
- Soda Fountain/Grill Restaurant – For onsite guests only.
- Pool
- Hot Tub
- Teen Lounge

Site Location

The Founders Place site is located within the gates of the Deer Crest Master Planned Community. The site has been known by a variety of names including Slalom Village and Deer Hollow.

Since the property will be predominantly occupied as vacation homes, most guests are expected to arrive via rental car or Uber type service from the Salt Lake City International Airport. These arrivals are expected to use the Jordanelle access gate, approximately 1.2 miles from the Mayflower Exit 8 on US Highway 40. This is the most convenient and direct route to and from the Salt Lake City International Airport.

Once onsite, occupants will use one of three methods to access the surrounding amenities.

- **TRAILS:** The property is ski-in/out off of the Mountaineer Express Chair and hike/bike in and out via the Village Trail. Most occupants will be onsite to enjoy these types of daily activity and transportation via Park City and County Roads is expected to be minimal due to the nature of the project.
- **CONTROLLED GATE ACCESS:** The Queen Ester and Jordanelle gate houses provide access to alternative entertainment and engagement with the broader community. These two access points provide direct access to Park City area shopping and dining.

SITE VICINITY MAP

TDM Approach

The success of a TDM program relies on creating a system to manage travel demand that shifts the behavior of those traveling to and from Founders Place from single occupant private vehicles to options other than driving alone. With the vast majority occupants will be vacation guests staying within the property, needs for travel outside the project are expected to minimal during the ski season. Anticipated daytime travel will utilize the Mountaineer Express Lift to access Deer Valley Resort and evening travel is expected to utilize the onsite shuttle system to access Park City's Main Street. Spring, Summer and Fall demand is less consistent but will still include heavier evening travel to Main Street.

Due to a lack of access to public transportation within the gated community of Deer Crest, the TDM plan is designed around three key principles.

1. Reduce overall of personal vehicle use through property design and services provided.
2. Encourage use of shared ride services to and from property within areas of Park City property.
3. Homeowners Association owned and operated on-demand shared ride service.

TDM – Principle 1

Reduce use of Vehicle through Design and service

Founders Place is strategically located to discourage the use of personal vehicles for many aspects of everyday use. The following principles will be adhered to in design of both the physical property and services provided. This will reduce the number of trips that an occupant of the property will need to make off site for everything from recreation to shopping and dinning. The property manager will focus on educating the users of the property through pre-arrival notification and onsite information to encourage the use of the following items:

Design Element	Method to Reduce Traffic	Method to Inform Owners and Guests
Ski-in/Out	By being a ski-in/out property, FP will relieve the local traffic during the highest demand periods on SR 224 & SR 248. Guests will access Deer Valley Resort directly via the Mountaineer Express chair insuring that gusts won't use personal vehicles for access to the ski mountain during the most congested times on local roads of 8:00AM-9:00AM for load in, or 3:00PM-6:00PM for load out.	Design of the property is directly adjacent to the lift. Ski locker rooms are convenient to this access.
Access to Public Trails	During Spring, Summer and Fall periods, the property is directly adjacent to the Village Trail which provides access to the entire Park City Trails network. This will reduce the need to use personal transportation to other trailheads reducing both community traffic and limited parking at other trailheads.	The ski valet area of the property will be used in summer months to encourage direct access to the trails. Trail maps and directions will be provided from this location to encourage use.
Reduced Parking	Founders Place will include 1.5 parking spaces per residence. This limited parking is designed to encourage use of shared ride services to and from the airport and to discourage occupants from bringing more than one vehicle.	Limiting parking and making parking more difficult to access by limiting surface convenience spaces will encourage occupants to use shopping services and to access recreation directly from the property.
Convenient Shared Ride Service Pickup	The onsite shared ride service program will be the most convenient way to come and go from the property. This will be done by ensuring that all guests can access the common areas through conditioned space and making the pick-up and drop-off as convenient as possible.	The shared ride area is designed for pick-up and drop-off directly in front of the main lobby with a priority parking space for these vehicles to make them the easiest way on and off property.
Onsite Food & Beverage	An onsite limited-service restaurant will allow occupants to access breakfast, lunch and limited dinner options to encourage fewer trips off-site	The limited service restaurant will advertise pre and post ski activities to encourage occupants to remain onsite.

TDM – Principle 2

Encourage Use of Shared Vehicles

Service Elements	Method to Reduce Traffic	Method to Inform Owners and Guests
Grocery Delivery	Onsite property management will work with local grocery delivery services to provide pre-arrival shopping services to discourage the need to drive into town for supplies.	Staff will provide shopping services in pre-arrival concierge request form.
HOA Shared Ride Shuttle	The HOA will include a program for a shared ride program similar to the Empire Pass area.	By being the most convenient way to access Main Street for Dinning and Shopping this service will reduce the total number of trips and the need for parking on Main Street.
Onsite Skier Services	The onsite ski valet will be operated by a local ski shop and will include rental equipment and access to shops retail inventory.	Similar to the program offered at One Empire Pass, Jans or another local ski shop will keep a fleet of rental skis in the ski valet to ensure that guests don't need to use their personal vehicle to go to rent skis or pick up retail items.
Pre-Ski and Après Ski Activities	The amenities of FP are designed to capture the onsite guests for activities outside of the ski day. This will be done by having an HOA Hosted continental breakfast and après ski events. These will include a variety of entertainment and F&B options	Guests will be made aware daily of activities onsite to encourage them to avoid leaving the property for other activities.

Through the design of the property and services to be provided, FP believes that we can limit the number of convenience trips in personal vehicles throughout the greater community thus effectively reducing traffic congestion more effectively than alternative designs and property types.

TDM – Principle 3

HOA Owned and Operated Shared Ride Service

With the use of smart phones, shared ride services has greatly enhanced the way that resort shuttles can encourage the reduction in the use of personal vehicles. By creating a geofenced service zone and allowing guests to summons the service on demand, it greatly reduces the need for transportation within a local zone.

The Founders Place HOA will provide a shared ride service through similar to that provided by Empire Pass Master HOA and Summit County High Valley Transit. This service will be provided by a provider to the 'Downtowner App' and will allow for on demand rides with data tracking to see how the service is performing – allowing for modifications to perform at an optimal level. It is anticipated that these types of services will continue to improve, so rather than providing a specific description of the service provided, the system will be designed and implemented with a set of performance requirements that will encourage use. The ride data will be analyzed annually, and the service will be adjusted to encourage use.

Basic Parameters of the program will guarantee:

1. **Pick-up Within 15 Minuets Of Request:** Vehicle and driver count will be added or subtracted to make sure all requests are filled within this time frame.
2. **Service Area Anywhere Within Park City Proper:** This service area is designed to limit ride time but to cover most major needs of the guest including access to Main Street, Grocery & Liquor Store, and access to Park City Mountain for guests wanting an alternative ski experience that allows snowboarding.
3. **App-Based:** The service will also include the shared ride feature of on-demand services to attempt to reduce total trips.
4. **Dynamic Service Area:** Evening Geofencing will be used to limit the number of pick-up and drop-off locations on Main Street. The HOA will communicate with the local authorities to focus these locations within areas of the community that will decrease congestion of other vehicles.

Example Shuttle

east west partners

FEHR PEERS

Memorandum

Date: November 23rd, 2021

To: Carder Lamb, East West Partners

From: Dan Cawley, Jon Nepstad; Fehr & Peers

Subject: Founders Place Parking Supply Study

UT21-2319

This memorandum presents results from a parking study for the proposed Founders Place development in Park City, Utah. Founders Place is one element of Deer Hollow, located within the gated Deer Crest community. Founders Place is comprised of 78 market-rate condominiums, six employee housing units, a variety of residential support uses, and a 3,300 square foot restaurant intended to serve guests.

The Park City Planning Commission has requested that Founders Place justify its proposed parking supply through a parking study. This memorandum compares Founders Place to similar developments elsewhere in Park City, and demand estimates taken from the Institute of Transportation Engineers' *Parking Generation Manual, 5th Edition*. Based on both sources, the proposed parking supply Founders Place is fully adequate based on local comparison, industry standards and poses no operational concerns.

Project Description

Founders Place is comprised of 78 for-sale condominiums, six employee housing units, and a 3,300 square foot restaurant, which only serves guests staying at Founders Place. The proposed site plan includes 123 long-term parking spaces, and an additional seven stalls intended to serve loading, unloading, and general service uses. This results in a parking ratio of 1.5 parking spaces per dwelling unit.

Unlike many multi-family housing developments, Founders Place is expected to rarely be fully occupied at the unit level. The periods of peak demand at Founders Place are expected to be during the end-of-year holiday period and the Sundance Film Festival.

Local Comparisons

Parking supply at for a given development should be provided at an amount that reliably outpaces demand, without grossly oversupplying parking in a way that either adversely impacts the site itself or may lead to excessive vehicle use. Parking demand is affected by a handful of factors, including building occupancy, access to alternative modes, and general travel behavior. For local context, this study evaluated parking supply at the following developments in Park City:

- Arrowleaf A
- Arrowleaf B
- Flagstaff
- One Empire Pass
- Empire Residences
- Talisker Tower

A comparison of each comparable development and Founders Place by total number of units by size, their parking spaces, and subsequent parking ratios is shown in **Table 1**.

Table 1: Park City Condominium Developments' Parking Ratios

Development	# of One-Bedroom Units	# of Two-Bedroom Units	# of Three-Bedroom Units	# of Four-Bedroom Units	# of Five-Bedroom Units	Total # of Units	Parking Stalls	*Parking Stalls per Dwelling Unit*[1]
Arrowleaf A	3	11	17	-	-	**31**	47	***1.5***
Arrowleaf B	0	7	21	-	-	**28**	43	***1.5***
Flagstaff	1	5	29	3	-	**38**	57	***1.5***
One Empire Pass	1	2	13	12	-	**28**	41	***1.5***
Empire Residences	1	1	12	5	1	**20**	30	***1.5***
Talisker Tower	1	2	4	4	4	**15**	20	***1.3***
Founders Place	6	10	47	21	-	**84**	130	***1.5***

Notes:
1. Rounded to the nearest tenth.
Source: Fehr & Peers, 2021.

The proposed parking supply at Founders Place is in line with existing, similar developments at Deer Valley on a per-unit basis, and higher than the parking supply at the existing Talisker Tower development.

To confirm that the parking supply at several of the local comparison sites was adequate, we inquired with the former property manager of several of the comparison developments. Even at the busiest times of the year, the end-of-year holidays and Sundance Film Festival, the property manager confirmed that parking supply had always outpaced demand, with additional unused stalls universally available. The property manager also noted that leaving stalls unassigned was critical to maintaining a flexible parking supply, a strategy founders places intends to implement.

ITE Parking Generation Rates

To further validate the proposed parking supply at Founders Place beyond the local comparison developments, this study referenced ITE's Parking Generation Manual, 5th Edition. The Parking Generation Manual estimates peak parking demand for a project based on its land use program, with estimates developed from parking demand studies at similar sites over the past 40 years. Multifamily residential estimates shown in this memorandum are based on the number of dwelling units.

Parking generation estimates for Founders Place and its local comparison developments are shown below in **Table 2.**

Table 2: ITE Parking Generation Estimates for founders Place and Local Comparison

Development	ITE Land Use	ITE Land Use Code	Estimated Parking Demand	Parking Supply
Arrowleaf A	Multifamily Housing (Mid-Rise)	221	33	47[1]
Arrowleaf B	Multifamily Housing (Mid-Rise)	221	29	43[1]
Flagstaff	Multifamily Housing (Mid-Rise)	221	26	57[1]
One Empire Pass	Multifamily Housing (Mid-Rise)	221	29	41[1]
Empire Residences	Multifamily Housing (Mid-Rise)	221	18	30[1]
Talisker Tower	Multifamily Housing (Low-Rise)	220	11	20[1]
Founders Place	Multifamily Housing (Mid-Rise)	221	104	130[2]

Notes:
1. Existing parking supply.
2. Proposed Parking supply.
Source: Fehr & Peers, 2021.

Conclusion

The proposed parking supply at Founders Place is expected to be more than sufficient to ensure that parking spaces are always available on-site. When compared with developments elsewhere in Park City of similar type and use, the proposed parking supply at Founders Place is consistent with local precedent. Further, when compared with national standards as compiled by the Institute of Transportation engineers, the proposed parking supply at Founders Place is more than sufficient.

FEHR PEERS

Memorandum

Date: October 27th, 2021

To: Bill Fiveash, East West Partners

From: Dan Cawley, Jon Nepstad; Fehr & Peers

Subject: Founders Place Trip Generation Study

UT21-2319

This memorandum presents trip generation estimates for the proposed Founders Place project in Park City, Utah. Founders Place is one element of the Deer Hollow proposal, located within the gated Deer Crest community. Founders Place is comprised of 78 dwelling units, a variety of residential support uses, and a 1,500 square foot restaurant intended to serve guests.

In 1995, Park City Municipal Corporation approved a proposed development at the same location, then referred to as Slalom Village. The 1995 proposal included 83 multifamily dwelling units, four lots of single-family houses, and a 20,000 square foot ski academy.

The Founders Place project seeks a conditional use permit (CUP) from Park City Municipal Corporation, allowing for a deviation from the original, approved proposal. This memorandum provides new trip generation estimates based on the 2021 proposal, and compares them to estimates for the 1995 proposal. In sum, the Founders Place proposal is expected to generate fewer trips than the Slalom Village proposal.

Project Description

Founders Place is comprised of 78 for-sale condominiums, four employee housing units, and a 3,300 square foot restaurant, which only serves guests staying at Founders Place. The proposed site plan includes 123 parking spaces. Founders Place will benefit from ski-in, ski-out access and includes a homeowners' association-facilitated ski valet service to further reduce the need for guests to leave the property.

Founders Place Trip Generation Estimates

Trip generation estimates were prepared using the Institute of Transportation Engineers *Trip Generation Manual, 11th Edition*. Estimates were prepared for AM peak hour, PM peak hour, and Saturday peak hour. Trip generation estimates are presented below in **Table 1.**

Table 1: Founders Place Trip Generation Estimates

Land Use	ITE Code	Unit	Count	AM Peak Hour			PM Peak Hour			Saturday		
				In	Out	Total	In	Out	Total	In	Out	Total
Multi-Family (mid-rise)	221	Dwelling Unit	82	5	19	24	19	13	32	17	16	33
In-House Restaurant	n/a	Square Feet	3,300	5	1	6	1	5	6	4	2	6
Total				*10*	*20*	***30***	*20*	*18*	***38***	*21*	*18*	***39***

Source: Fehr & Peers, 2021.

As ITE does not provide trip generation estimates for a skier-serving amenities, we conservatively estimated that four employees (driving alone) and one delivery vehicle would arrive during a weekday AM peak hour, and that four employees (driving alone) and one delivery vehicle would depart during a weekday PM peak hour. On Saturdays, we assume that four employees (driving alone) would arrive, and two delivery vehicles would arrive and depart during the peak hour.

Founders Place is expected to generate 29 trips during the AM weekday peak hour, 37 trips during the PM weekday peak hour. On Saturdays, Founders place is expected to generate 37 peak-hour trips.

Slalom Village Project Description

The approved 1995 proposal included 83 multi-family dwelling units, and four single family parcels. In addition to the proposed residential uses, Slalom Village included a 20,000 square foot ski academy. Ski academy students were expected to be Deer Hollow residents.

Slalom Village Trip Generation Estimates

Trip generation estimates were prepared using the Institute of Transportation Engineers *Trip Generation Manual, 11th Edition*. Estimates were prepared for AM peak-hour, PM peak-hour, and daily periods for weekdays and weekends. Trip generation estimates are presented below in **Table 2.**

Table 2: Slalom Village Trip Generation Estimates

Land Use	ITE Code	Unit	Count	AM Peak Hour			PM Peak Hour			Saturday		
				In	Out	Total	In	Out	Total	In	Out	Total
Multi-Family (mid-rise)	221	Dwelling Unit	83	6	19	25	20	13	33	17	16	33
Single-Family Detached	210	Dwelling Unit	4	1	3	4	3	2	5	7	6	13
Ski Academy	534	Students	120	47	32	79	9	14	23	0	0	0
Total				*54*	*54*	***108***	*32*	*29*	***61***	*24*	*22*	***46***

Source: Fehr & Peers, 2021.

The approved Slalom Village project did not include an assumed number of students or staff for the planned ski academy, either of which is used by ITE to develop trip generation estimates. To account for this, we identified a nearby winter sports-focused school, the Winter Sports School in Park City, Utah, that was of the same square footage (20,000 square feet). Enrollment at the Winter Sports School is capped at approximately 120 students, which was used as assumed enrollment for the ski academy. The Private High School (ITE land use code 534) was then used to estimate trips that would have been generated by the ski academy.

Conclusion

Founders Place is expected to generate fewer trips than the Slalom Village proposal for any of the three time periods. A comparison of trip generation estimates for the 2021 Founders Place proposal and the 1995 Slalom Village proposal is presented below in **Table 3.**

Table 3 – Project Trip Comparison

Time Period	Slalom Village Trips	Founders Place Trips
Weekday AM Peak Hour	108	30
Weekday PM Peak Hour	61	38
Saturday Peak Hour	46	39

Source: Fehr & Peers, 2021.

FEE EXEMPT
UTAH CODE ANNOTATED § 11-13-102

Ent 445946 Bk 1209 Pg 294-303
Date: 04-DEC-2017 1:22:23PM
Fee: NoneFiled By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: PARK CITY

WHEN RECORDED, PLEASE RETURN TO:

Park City Recorder
PO Box 1480
Park City, UT 84060

THIRD AMENDMENT TO SETTLEMENT AGREEMENT

This THIRD AMENDMENT TO SETTLEMENT AGREEMENT ("Amendment") is made and executed as of November 10, 2017 by and among DEER CREST ASSOCIATES I, L.C., a Utah limited liability company ("DCA"), DEER CREST MASTER ASSOCIATION, INC., a Utah non-profit corporation ("DCMA"), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("City").

RECITALS

A. The City, Trans-Wasatch Company, L.L.C., a Utah limited liability company ("Trans-Wasatch"), and Park City Consolidated Mines Company, a Utah corporation ("ParkCon") entered into that certain Telemark Park Settlement Agreement dated December 29, 1995, as amended by that certain First Amendment to the Telemark Park Settlement Agreement dated April 8, 1997, and that certain Second Amendment to the Telemark Park Settlement Agreement dated April 6, 2001 (collectively, the "Settlement Agreement"), which agreement governed certain development rights within a residential development known as Deer Crest ("Project").

B. DCA acquired all of the interest of Trans-Wasatch and ParkCon in and to the Project, including all rights and obligations of Trans-Wasatch and ParkCon under the Settlement Agreement.

C. The Settlement Agreement contemplated that Keetley Road within the Project (now known and referred to herein as "Deer Hollow Drive"), the location of which is described on attached Exhibit "A" which is attached hereto and incorporated herein by this reference, would be disconnected and that physical improvements would be placed on the historic location of such road in order to prevent through traffic use of Deer Hollow Drive.

D. In furtherance of a common plan of development for the Project, DCA adopted the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest dated October 31, 1997, as amended (the "Master Declaration"), which sets forth master covenants, conditions and restrictions affecting the Project. Pursuant to the Master Declaration, DCA also created DCMA for the purposes set forth in the Master Declaration including, without limitation, for the purposes of owning, maintaining, and administering the common elements in the Project.

E. DCA has conveyed to DCMA all of the roads, open space parcels and other common elements in the Project, including Deer Hollow Drive.

F. The parties believe that it is in the best interest of the Project and the City that Deer Hollow Drive be preserved as a means of access through the Project, including access by emergency vehicles.

G. The parties desire to modify the Settlement Agreement to suspend the requirement to create a physical disconnect on Deer Hollow Drive in order to prevent through traffic over Deer Hollow Drive, and to remove any requirement that structures be built in the historic location of such road.

H. DCA, DCMA and the City desire to amend the Settlement Agreement as set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DCA, DCMA and the City hereby agree as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Amendment shall have the meaning or meanings given to them in the Settlement Agreement. The foregoing recitals are true and correct and are incorporated herein by reference.

2. References to Keetley Road. All references in the Settlement Agreement to Keetley Road shall mean and refer to Deer Hollow Drive.

3. Continued Existence of Deer Hollow Drive. The requirement for a permanent physical disconnect of Deer Hollow Drive, at the Slalom Village location, is hereby suspended. Subject to the terms and conditions of this Amendment, Deer Hollow Drive shall remain a main road within the Project, and shall not be disconnected, either temporarily or permanently, except as provided herein.

4. Right to Relocate Deer Hollow Drive. DCA, its successors and assigns, shall have the right to relocate portions of Deer Hollow Drive, at its sole cost and expense, to accommodate the eventual development of Slalom Village and other properties within the Project.

5. Use of Deer Hollow Drive. Official vehicles of emergency service providers (police, fire and emergency medical) shall always be allowed to use Deer Hollow Drive to provide emergency services to properties, residents, guests and others within the Project. Otherwise, Deer Hollow Drive shall be for the exclusive use by the owners, guests, and invitees within the Project; provided, however, that Deer Hollow Drive may be used by members of the general public in the event of (i) an evacuation necessary to protect human life, (ii) a natural disaster, or (iii) a major public safety event, in each case as determined by the Park City Fire Marshall, Park City Police Chief, Wasatch County Fire Chief or other public safety officer of similar rank in Park City or Wasatch County. Without broadening the uses provided for in the immediately preceding sentence, the parties acknowledge and agree that traffic congestion or

delays caused by weather, public or private events and gatherings, and other non-life endangering causes shall not be considered events of sufficient health and safety risk to justify or allow access to public traffic over Deer Hollow Drive.

6. Maintenance of Access Gates. The access gates on the east and west sides of the Project shall continue to be maintained and operated in accordance with the Settlement Agreement to prevent general public access through the Project between Highway 40 and Park City. DCMA shall maintain and operate the access gates, or shall cause the access gates to be maintained and operated, in accordance with the Settlement Agreement so as to prevent general public access through the Project between Highway 40 and Park City.

7. Failure to Maintain Access Gates. In the event that the City finds that the access gates on the east and west sides of the Project are not being maintained or operated in such manner so as to prevent general public access through the Project between Highway 40 and Park City, the City shall notify DCA and DCMA, in writing, of any such objectionable circumstance (each such circumstance, a "Gate Defect"), whereupon DCMA shall have sixty (60) calendar days to respond to each such notice and remedy the Gate Defect. In the event that a Gate Defect cannot reasonably be remedied within sixty (60) calendar days, DCMA will have such additional time as reasonably necessary to remedy the Gate Defect if it notifies the City of the manner in which the Gate Defect will be cured, and if appropriate corrective action is instituted within the initial sixty (60) calendar day period and is diligently pursued after the corrective action begins. In the event that the City continues to dispute the sufficiency of the maintenance and operation of the access gates after DCMA has taken the action it believes to be adequate to correct a Gate Defect, and the City and DCMA are unable to reach an agreement as to the appropriate action to be taken, such dispute shall be submitted for resolution in the Third Judicial District Court for State of Utah.

8. Reinstatement of Disconnect Requirement. In the event the failure to fully remedy a Gate Defect or other violation of the Settlement Agreement regulating access over Deer Hollow Drive and a court of competent jurisdiction determines that there has been an uncured default under the Settlement Agreement, the City may reinstate the Deer Hollow Drive disconnect requirement, and cause DCMA to construct, at its sole cost and expense, permanent gates, landscaping, boulders or other means to permanently disconnect Deer Hollow Drive and to render it unusable for travel between the east and west boundaries of the Project. The method and placement of the Deer Hollow Drive disconnect shall be determined by DCA and DCMA, but shall not impede the development of Slalom Village, and there shall be no requirement that the Primary Village Structure developed as part of Slalom Village be built to physically disconnect Deer Hollow Drive. In the event that the suspension of the disconnect requirement is terminated and the disconnect requirement is reinstated at some time in the future, a gated emergency bypass road that allows the passage of emergency and snow removal vehicles, as well as pedestrian and bicycle use, shall be constructed at the same time as the disconnect to create an emergency bypass around the constructed disconnect.

9. General Amendment of Settlement Agreement. Notwithstanding any specific reference, or lack thereof, in this Amendment, the Settlement Agreement is hereby amended to reflect the foregoing intent and agreement of the parties. Any provision of the Settlement

Agreement inconsistent with this Amendment is hereby terminated or amended to be consistent with this Amendment.

10. Specific Amendments. Without limiting the generality of the foregoing provisions, and subject to the conditions set forth above, the Settlement Agreement is hereby amended as follows:

10.1. Section 5.2.3.2 of the Settlement Agreement is hereby amended as follows:

> 5.2.3.2 Annexation Agreement. If Slalom Village is annexed into Park City, then the following conditions of development shall bind the parties: (a) the density of Slalom Village Area shall not exceed 83 multi-family units (maximum 2,400 sq. ft./unit) with support commercial space up to 5% of the gross square footage and appropriate amenities, four (4) single-family lots, and a 20,000 square foot ski academy, (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure at Slalom Village prior to the issuance of a certificate of occupancy for any portion of the Slalom Village Area, ~~(c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d~~and (c) the Property Owners shall irrevocably grant limited conservation easements to the ski run(s) and remaining areas, as so depicted in Exhibit "N." Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier. As more fully described in Section 5.2.2.1 above, Property Owners may transfer up to ten (10) single-family and/or multi-family units from the Slalom Village Area to Telemark Park Village outside the eastern perimeter controlled access gate, in exchange for an increase of up to ten (10) multi-family units being added to the Snow Park Hotel Site, upon Park City's consent. The final sentence of Section 5.2.3.3 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

10.2. Section 5.2.3.3 of the Settlement Agreement is hereby amended as follows:

> 5.2.3.3 Development Alternative to Slalom Village. In the event Property Owners elect not to construct the development described in Section 5.2.3 above, then Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. The twelve (12) lots shall be platted in Wasatch County and may be recorded within the Slalom Village development envelope with limits of

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

10.3. Section 5.2.3.4 of the Settlement Agreement is hereby deleted in its entirety as follows:

~~5.2.3.4 Disconnection of Keetley Road at Slalom Village Location. A permanent physical disconnection of Keetley Road shall occur at the Slalom Village Area location, which disconnection shall be accomplished as follows: (a) Upon the platting of lots in the Little Baldy neighborhood or upper St. Louis neighborhood, Property Owners shall disconnect, either by steel gates and/or boulders and natural vegetation, Keetley Road so as to prevent vehicular through traffic in the Slalom Village Area; and (b) disconnection shall be permanent at the Slalom Village location upon the construction of the Primary Village Structure at Slalom Village (the footprint of which shall partially be within the historic configuration of Keetley Road right-of-way, such that the right-of-way is completely obstructed) or the construction of the cul-de-sac configuration described in Section 5.2.3.3. Upon the permanent physical disconnection, there shall be no reconnection of Keetley Road at the Slalom Village location. Nothing herein shall preclude the parking and internal circulation at the Primary Village Structure as described in Section 5.2.3.7.~~

10.4. Section 5.2.3.8 of the Settlement Agreement is hereby amended as follows:

5.2.3.8 Vehicular Access to Slalom Village. Access to Slalom Village area shall be via Keetley Road from the western and eastern perimeter controlled access gates~~, except as limited by Section 5.2.3.4 above. However, parking and internal circulation within Slalom Village shall discourage the use of Keetley Road as a means of vehicular travel from U.S. Highway 40 to Park City. An emergency/utility road, as described in paragraph 5.3.7.3~~

~~below, shall bypass Slalom Village connecting the easterly and westerly sections of the disconnected Keetley Road, and shall be crash gated to prevent vehicular through traffic by the general public, except as limited by Section 5.2.3.4 above.~~

10.5. Section 5.2.3.10 of the Settlement Agreement is hereby amended as follows:

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

10.6. Section 5.3.7 of the Settlement Agreement is hereby deleted in its entirety as follows:

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

11. Settlement Agreement Remains in Effect. This Amendment shall be considered supplemental to the Settlement Agreement. Except as expressly amended by the foregoing, the Settlement Agreement shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by this Amendment.

12. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, this THIRD AMENDMENT TO SETTLEMENT AGREEMENT is entered into as of the date first set forth above.

DCA:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: Grand Harvest Ventures, LLC, its Managing Member

By: Its Member, Dynamic Holdings Corporation

By: _____
Dominic Leung, Treasurer

STATE OF TEXAS)
:ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 18th day of OCT., 2017 by Dominic Leung, Treasurer of Dynamic Holdings Corporation, the Member of Grand Harvest Ventures, LLC, the Managing Member of Deer Crest Associates I, L.C.

K. RICHTER NOTARY PUBLIC STATE OF TEXAS EXPIRES 1-29-2018

_____
Notary Public
Residing at: Houston TX
My Commission Expires: 1-29-18

DCMA:

DEER CREST MASTER ASSOCIATION, INC.,
a Utah non-profit corporation

By: W. J Tz
Name: W. James Tozer, Jr
Its: President

STATE OF Utah)
:ss
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 25 day of October, 2017 by W. James Tozer, Jr, the President of Deer Crest Master Association, Inc., a Utah non-profit corporation

IRINA VOITEHOVICH
Notary Public, State of Utah
Commission # 688778
My Commission Expires On
May 02, 2020

Notary Public
Residing at: SLC, UT
My Commission Expires: May 02, 2020

CITY:

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

By: Jack Thomas
Name: Jack Thomas
Its: Mayor

ATTEST:

City Recorder, deputy

APPROVED AS TO FORM:

City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

EXHIBIT A

Legal Description of Deer Hollow Road

Commencing at the southwest corner of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian, thence South 89°19'56" East 2955.35 feet coincident with the south line of said Section 14; Thence North 00°40'04" East 671.43 feet to the northwest corner of Deer Hollow Road as platted by the Amended Plat Deer Crest Estates Subdivision Phase II, recorded as Entry 220132, in Book 446, at Pages 138-217 of the Wasatch County Records ("DCE Phase II Plat") and a point on the arc of a 1029.16 foot radius curve and the TRUE POINT OF BEGINNING; Thence Northwesterly 5.12 feet along the arc of said 1029.16 foot radius curve to the right (center bears North 18°03'11" East) through a central angle of 00°17'06" to a point of tangency; Thence North 71°39'43" West 279.65 feet to a point of curvature; Thence westerly 181.25 feet along the arc of a 1025.00 foot radius curve to the right (center bears North 18°20'17" East) through a central angle of 10°07'54" to a point on the southerly boundary of the "Weilenmann, Etal" parcel; Thence continuing westerly 7.54 feet along the arc of said 1025.00 foot radius curve to the right (center bears North 28°28'11" East) through a central angle of 00°25'18" to a point of tangency; Thence North 61°06'31" West 389.74 feet to a point of curvature; Thence westerly 117.11 feet along the arc of a 975.00 foot radius curve to the left (center bears South 28°53'29" West) through a central angle of 06°52'54" to a point of tangency; Thence North 67°59'26" West 41.19 feet to a point on the westerly boundary of said Weilenmann parcel; Thence continuing North 67°59'26" West 118.21 feet to a point of curvature; Thence westerly 86.38 feet along the arc of a 525.00 foot radius curve to the right (center bears
North 22°00'34" East) through a central angle of 09°25'38" to a point of tangency; Thence North 58°33'48" West 230.24 feet to a point of curvature; Thence westerly 39.75 feet along the arc of a 125.00 foot radius curve to the left (center bears South 31°26'11" West) through a central angle of 18°13'09" to a point of tangency; Thence North 76°46'58" West 48.93 feet to a point of curvature; Thence westerly 120.22 feet along the arc of a 425.00 foot radius curve to the right (center bears North 13°13'02" East) through a central angle of 16°12'25" to a point of tangency; Thence North 60°34'33" West 63.18 feet to a point of curvature; Thence westerly 132.42 feet along the arc of a 175.00 foot radius curve to the left (center bears South 29°25'27" West) through a central angle of 43°21'22" to a point of tangency; Thence South 76°04'05" West 161.41 feet to a point of curvature; Thence westerly 58.37 feet along the arc of a 240.50 foot radius curve to the right (center bears North 13°55'55" West) through a central angle of 13°54'23" to a point of tangency; Thence South 89°58'28" West 241.73 feet to a point of curvature; Thence westerly 107.76 feet along the arc of a 385.00 foot radius curve to the right (center bears North 00°01'32" West) through a central angle of 16°20'11" to a point of tangency; Thence North 73°59'21" West 99.31 feet to a point of curvature; Thence westerly 131.04 feet along the arc of a 355.00 foot radius curve to the left (center bears South 16°00'39" West) through a central angle of 21°08'56" to a point of tangency; Thence South 84°51'43" West 63.55 feet to a point on the easterly boundary of the Deer Hollow Village Subdivision, recorded as Entry 209722, in Book 408, at Pages 256-275 of the Wasatch County Records ("DHV Plat"); Thence

North 08°00'00" West 50.06 feet coincident with said easterly subdivision line; Thence North 84°51'43" East 66.05 feet to a point of curvature; Thence easterly 149.49 feet along the arc of a 405.00 foot radius curve to the right (center bears South 05°08'17" East) through a central angle of 21°08'56" to a point of tangency; Thence South 73°59'21" East 99.31 feet to a point of curvature; Thence easterly 93.76 feet along the arc of a 335.00 foot radius curve to the left (center bears North 16°00'39" East) through a central angle of 16°02'11" to a point of tangency; Thence North 89°58'28" East 241.73 feet to a point of curvature; Thence easterly 46.24 feet along the arc of a 190.50 foot radius curve to the left (center bears North 00°01'32" West) through a central angle of 13°54'23" to a point of tangency; Thence North 76°04'05" East 161.41 feet to a point of curvature; Thence southeasterly 170.26 feet along the arc of a 225.00 foot radius curve to the right (center bears South 13°55'55" East) through a central angle of 43°21'22" to a point of tangency; Thence South 60°34'33" East 63.18 feet to a point of curvature; Thence easterly 106.07 feet along the arc of a 375.00 foot radius curve to the left (center bears North 29°25'27" East) through a central angle of 16°12'25" to a point of tangency; Thence South 76°46'58" East 48.93 feet to a point of curvature; Thence southeasterly 55.65 feet along the arc of a 175.00 foot radius curve to the right (center bears South 13°13'02" West) through a central angle of 18°13'09" to a point of tangency; Thence South 58°33'48" East 230.24 feet to a point of curvature; Thence southeasterly 78.15 feet along the arc of a 475.00 foot radius curve to the left (center bears North 31°26'12" East) through a central angle of 09°25'38" to a point of tangency; Thence South 67°59'26" East 92.24 feet to a point on the westerly line of said Weilenmann parcel; Thence continuing South 67°59'26" East 67.15 feet to a point of curvature; Thence southeasterly 123.11 feet along the arc of a 1025.00 foot radius curve to the right (center bears South 22°00'35" West) through a central angle of 06°52'54" to a point of tangency; Thence South 61°06'32" East 389.74 feet to a point of curvature; Thence southeasterly 111.43 feet along the arc of a 975.00 foot radius curve to the left (center bears North 28°53'29" East) through a central angle of 06°32'54" to the common boundary line of said Weilenmann parcel and the Deer Pointe, L.L.C. parcel a.k.a. "Land Der Berg parcel"; Thence continuing southeasterly 68.15 feet along the arc of a 975.00 foot radius curve to the left (center bears North 22°20'34" East) through a central angle of 04°00'17" to a point of tangency; Thence South 71°39'43" East 151.75 feet to the easterly boundary of said Deer Pointe L.L.C. parcel; Thence continuing South 71°39'43" East 127.91 feet to a point on the westerly boundary of Amended Plat, Deer Crest Estates Phase II, recorded as Entry 220132, in Book 446, at Pages 138-217 of the Wasatch County Records; Thence South 12°29'17" West 50.25 feet coincident with said westerly subdivision boundary to the point of beginning.

TOGETHER WITH: those portions of Deer Hollow Drive, also sometimes referred to as "Deer Hollow Road", as shown on the DCE Phase II Plat, the DHV Plat, and the Deer Crest Village 2 subdivision plat, recorded as Entry No. 248308, in Book 575, at Page 410 of the Wasatch County Records.

FOUNDER'S PLACE

Park City Land Management Code

Abstract

Title 15-2.21-3 Sensitive Land Overlay Zone Ordinance Provisions

Alliance Engineering, Inc.
323 Main Street, Park City, UT

Chapter 2.21.3 Sensitive Lands Overlay Zone – Ordinance Provisions

PURPOSE: The purpose of the Sensitive Land overlay (SLO) is to:

A) Require dedicated open space in aesthetically and environmentally sensitive Areas;
B) Encourage preservation of large expanses of open space and wildlife habitat;
C) Cluster development while allowing a reasonable use of property;
D) Prohibit development on ridge line areas, steep slopes, and wetlands; and
E) Protect and preserve environmentally sensitive land.

(*Amended by Ord. No. 07-81)*

OVERLAY REVIEW PROCESS: The overlay review process has four primary steps:

A) **SENSITIVE LAND ANALYSIS**
- Applicants for development within the SLO must identify the property's sensitive environmental and aesthetic areas such as steep slopes, ridge line areas, wetlands, stream corridors, wild land interface, and wildlife habitat areas and provide at time of application a sensitive land analysis.

B) **APPLICATION OF OVERLAY ZONE REGULATIONS**
- Regulatory standards apply to the type of sensitive land delineated.

C) **SITE DEVELOPMENT SUITABILITY DETERMINATION**
- Staff shall review the sensitive land analysis, apply the applicable sensitive land overlay regulations, Section 15-2.21-4 through 15-2.21-9, and shall prepare a report to the applicant and the Planning Commission identifying those areas suitable for development as developable land.

D) **HARDSHIP RELIEF**
- If the Applicant demonstrates that the regulations PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 2.21 Sensitive Land Overlay Zone (SLO) Regulations 15-2.21-2 would deny all reasonable use of the property, the Planning Commission may modify application of these regulations to provide the applicant reasonable use of the property.

(Amended by Ord. No. 07-81)

SENSITIVE LAND ANALYSIS:

1) **Slope/Topographic Map**

- A slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight area of high geologic hazard, areas subject to land sliding, and all significant steep slopes in the following categories: greater than 15%, greater than 30%, and very steep slopes greater than 40%.

2) **Ridge Line Area**

- A map depicting all crests of hills and ridge line areas.

3) **Vegetative Cover**

- A detailed map of vegetative cover, depicting the following: deciduous trees, coniferous trees, gamble oak or high shrub and sage, grassland, and agricultural crops.
- The Planning Department may require a more detailed tree/ vegetation survey if the site has unusual or significant vegetation, stand of trees, or woodlands.

4) **Designated Entry Corridors and Vantage Points**

- Designated entry corridors and vantage points present within or adjacent to the site, including Utah highway-248 east of Wyatt Earp Way and Utah highway-224 north Holiday Ranch.

5) **Wetlands**

- A map delineating all wetlands established by using the 1987 *Federal Manual for identifying and Delineating Jurisdictional Wetlands,* as amended. **See Section 15-2.21-6.**

6) **Stream Corridors, Canals, and Irrigation Ditches.**

- A map delineating all stream corridors, canals, and irrigation ditches, defined by the Ordinary High-Water Mark.

7) **Wildlife Habitat Areas**

- A map depicting all wildlife habitat areas, as defined by the wildlife habitat report shall be provided by the applicant. The wildlife habitat report shall be prepared by a professional, qualified in the areas of ecology, wildlife biology, or other relevant disciplines.

1. Slope & Topographic Map

A slope analysis was performed in order to better understand the parcel's topography where the proposed project would have the least impact as well as water run-off (**Figure 1.1)**. Of the total 30.7 acres, 64.5% (20.99 acres) was surveyed for the slope analysis. Over 60% of this area falls below 40% slope where the Founder's Place development is proposed. Any structure or landscaping which intrudes a slope greater than 40% will require significant retaining walls or substantial grading at a minimum of 2:1 (50%) slope. Proposed utility design should seek to remain in areas below 30% when necessary to reduce construction complexity and depth to meet utility slope and clearance requirements. Water retention and bio swales will be required to slow the terrain's run-off and to redirect the flow around proposed structures and daylight to existing streams and channels (**Figure 6.1)**. More erosion control will be necessary as well in areas greater than 40%.

FOUNDER'S PLACE SLOPE MAP

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	15.00%	
2	15.00%	30.00%	
3	30.00%	40.00%	
4	40.00%	100.00%	

ANALYSIS:

AREA= 20.99 ACRES

(0–15%)=22% AREA

(15–30%)=22% AREA

(30–40%)=24% AREA

(40–100%)=32% AREA

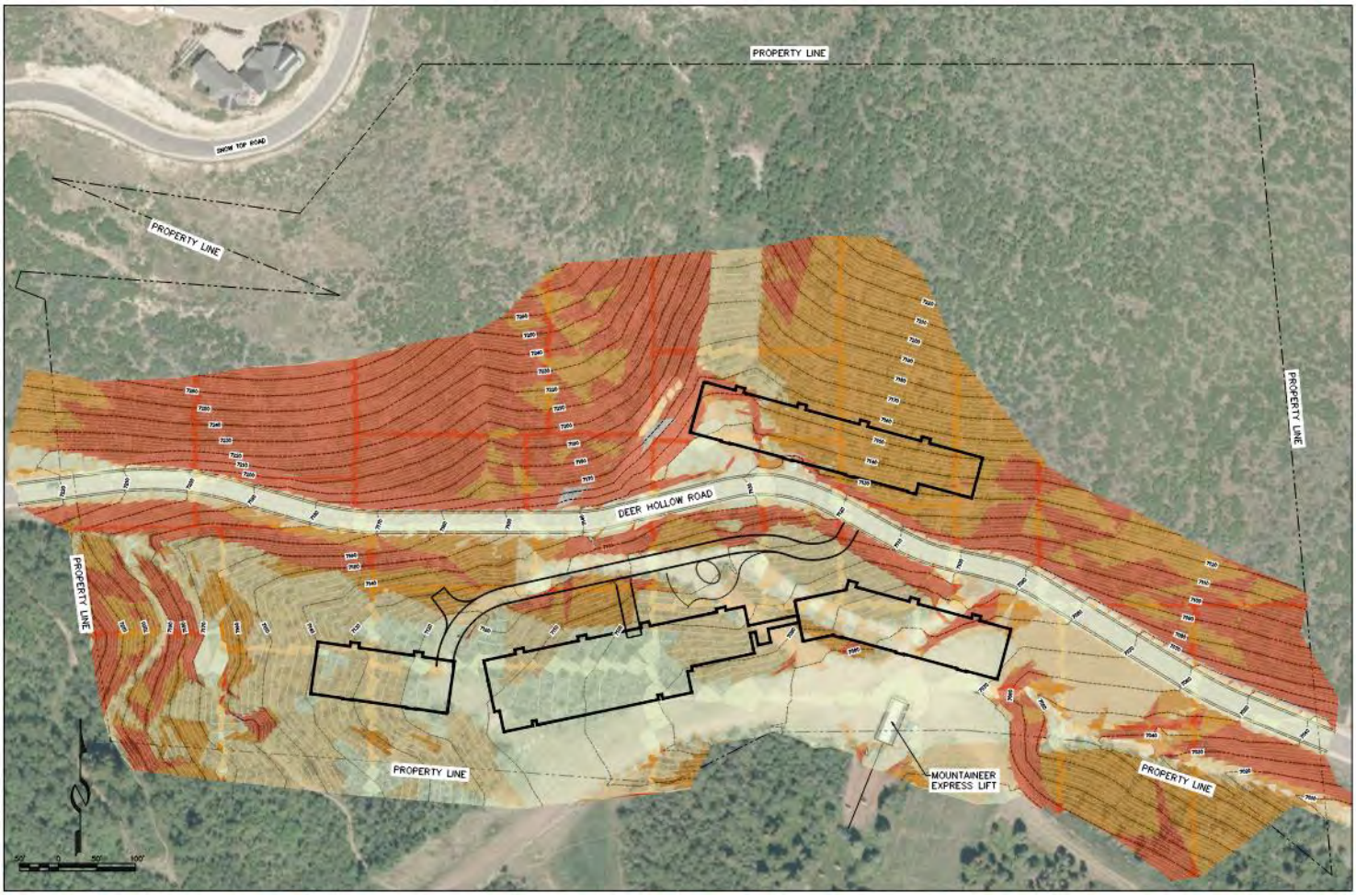

Figure 1.1: Slope analysis of existing topography.

2. Ridgeline Area

A ridgeline study was performed to understand the affects future development will have on the mountainous views of Park City from various vantage points. The development of Founder's Place sits between three mountain peaks and the base of Mountaineer Express ski run at an elevation of 7088'-7182'. Due to its positioning within a valley created from the natural topography, any development will only affect the views of the residents from St. Regis and Snowtop Court looking easterly down Deer Hollow Road and from a narrow vantage point from US-40 looking westerly.

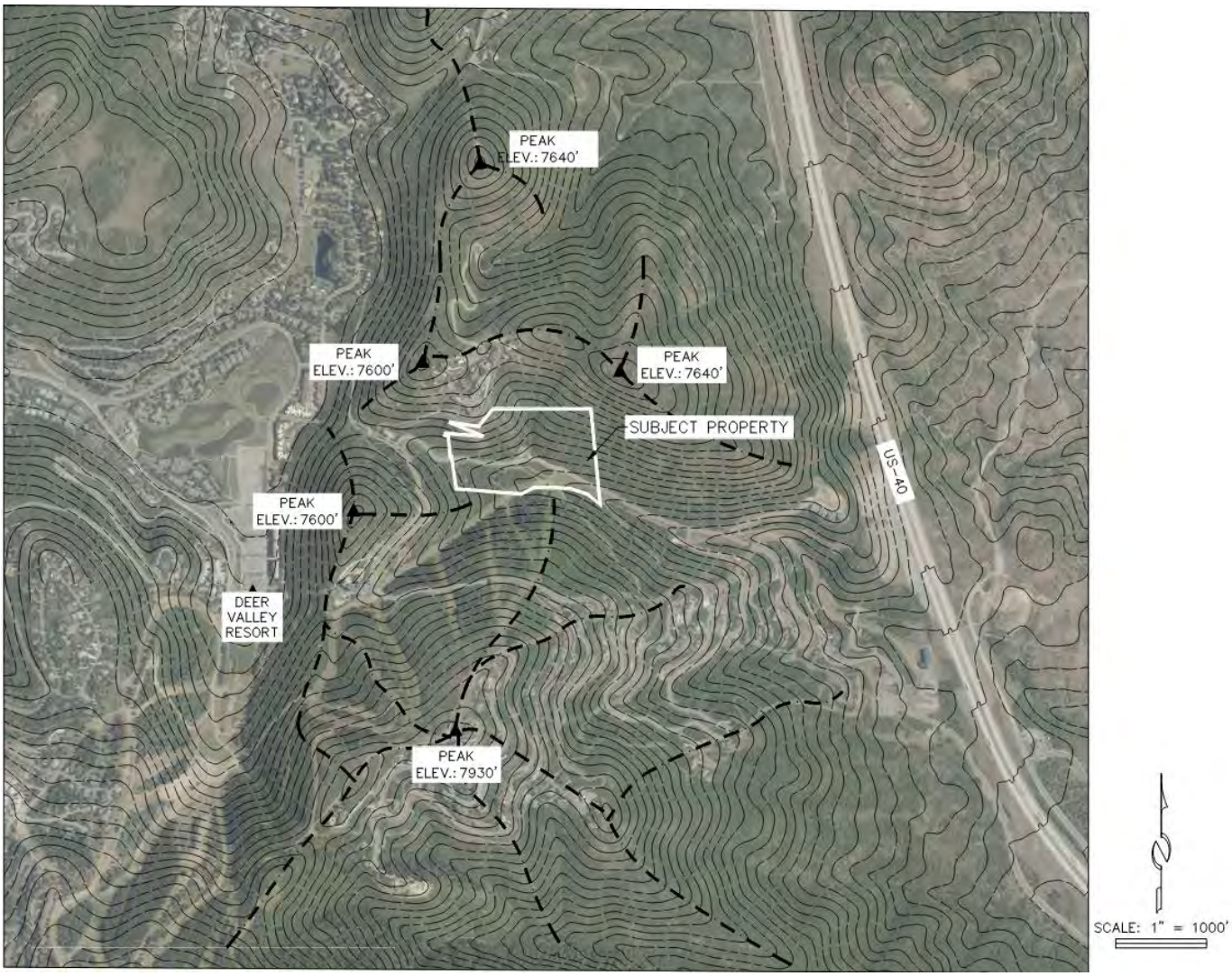

Figure 2.1: Ridgelines immediately adjacent to subject property.

3. Vegetative Cover

The Founder's Place property falls within the mountain zone ranging from 6,900 to 9,200 ft in elevation. Expected climate involves cool, humid winters and warm, dry summers. Mean annual precipitation is between 10.4 inches in the winter and 5 inches in the summer. Average annual evapotranspiration is greater than the annual precipitation for 5.5 months of the year. Growing season starts mid-may and ends around the first week of September. Expected vegetation: Big Sagebrush, Aspen, Oak Brush, Spruce-Fir, Mixed Conifer, Lodgepole Pine, Bigtooth Maple, Pinyon-Juniper and other miscellaneous vegetation.

Subject property contains three distinct vegetative characteristics: turf meadows, a mixture of shrub thickets and evergreens. Over half of the property is dominated by dry turf meadows, while the rest is divided in shrub thickets and aspens with a small portion dedicated to evergreens on the south end of the property leading up the Mountaineer Express ski run. Below is a comprehensive list of the plant make-up:

Dry Meadow	**Common Name**
Geum rossii	Alpine Avens
Carex rupestris	Curly Sedge
Carex scirpoidea	Canadian Single-spike Sedge
Carex elynoides	Blackroot Sedge
Kobresia myosuroides	Mouse-Tail Bog Sedge
Deschampsia caespitosa	Tufted Hair Grass

Shrub Thicket	**Common Name**
Salix planifolia	Diamondleaf Willow
Salix Glauca	Gray Willow
Salix drummondiana	Drummonds Willow
Polygonum bistortoides	Western Bistort
Quercus gambelii	Gamble Oak
Quercus turbinella	Scrub Oak

Evergreens	**Common Name**
Pinus ponderosa	Ponderosa Pine
Pseudotsuga menziesii	Douglas-Fir

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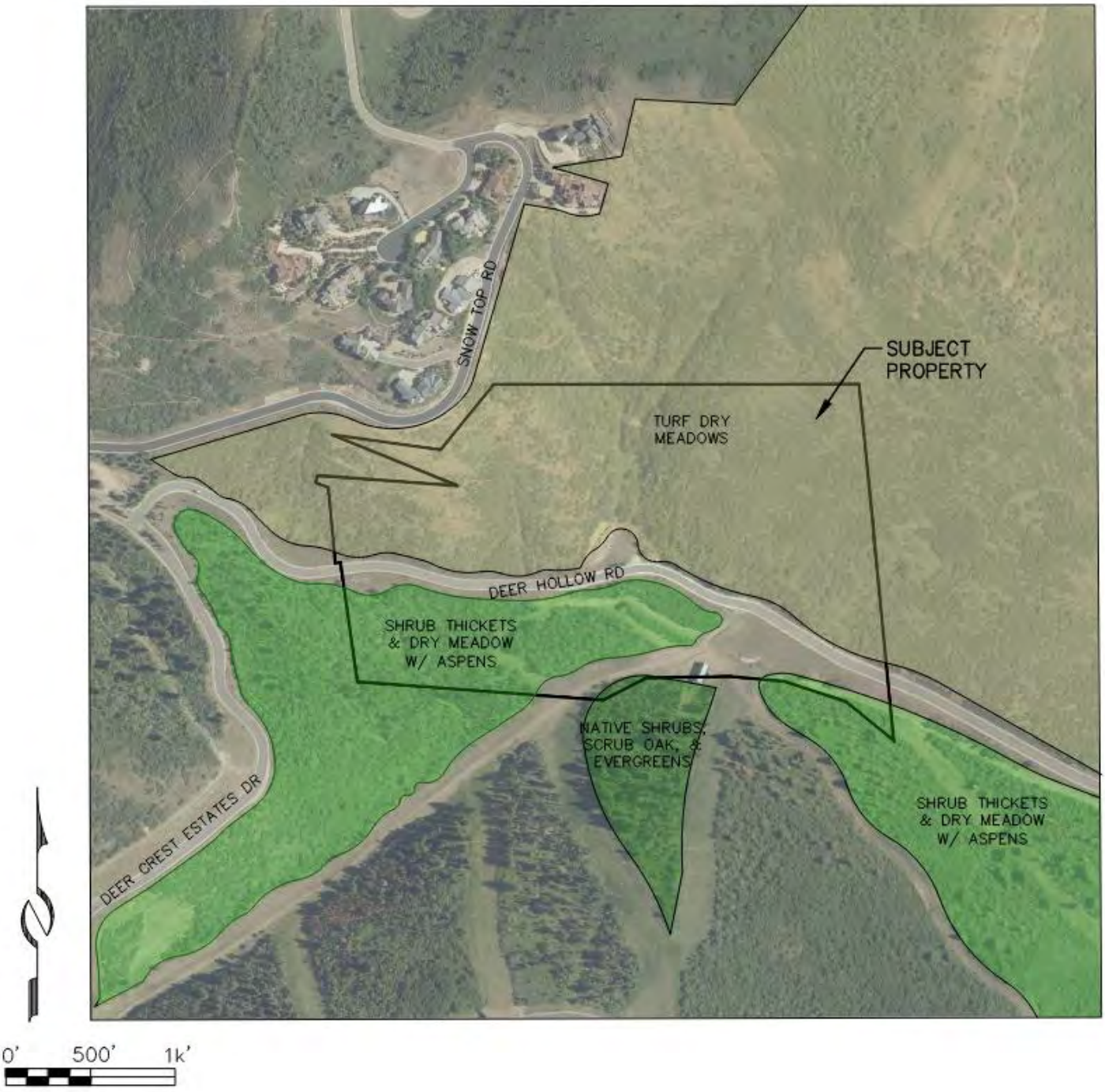

Figure 3.1: Overview of existing vegetation within the Founder's Place development..

4. Designated Entry Corridors & Vantage Points

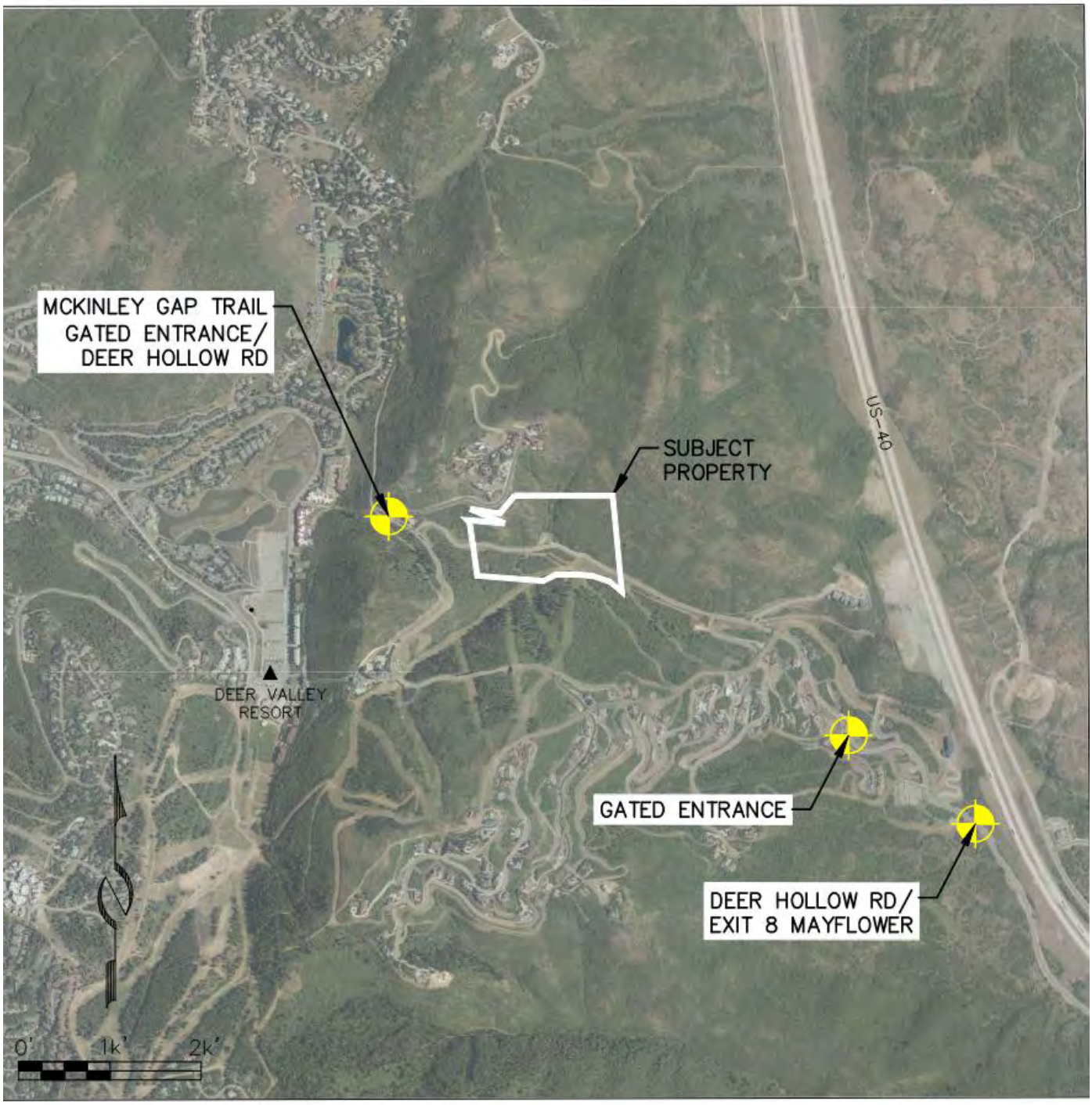

Figure 4.1: Access points to the Founder's Place development.

Vantage Points

Figure 4.2: Vicinity map by East West Partners and Sparano & Mooney Architecture.

Figure 4.3: Shows panoramic view of Deer Hollow Rd . Photo by Sparano & Mooney Architecture.

Figure 4.4: Mountaineer Express looking southerly. Photo by Sparano & Mooney Architecture.

Figure 4.5: St. Regis looking southwesterly. Photo by Sparano & Mooney Architecture.

Figure 4.6: Deer Hollow Road looking westerly. Photo by Sparano & Mooney Architecture.

5. Wetlands

The Utah Department of Environmental Quality data does not identify any wetlands within the subject property.

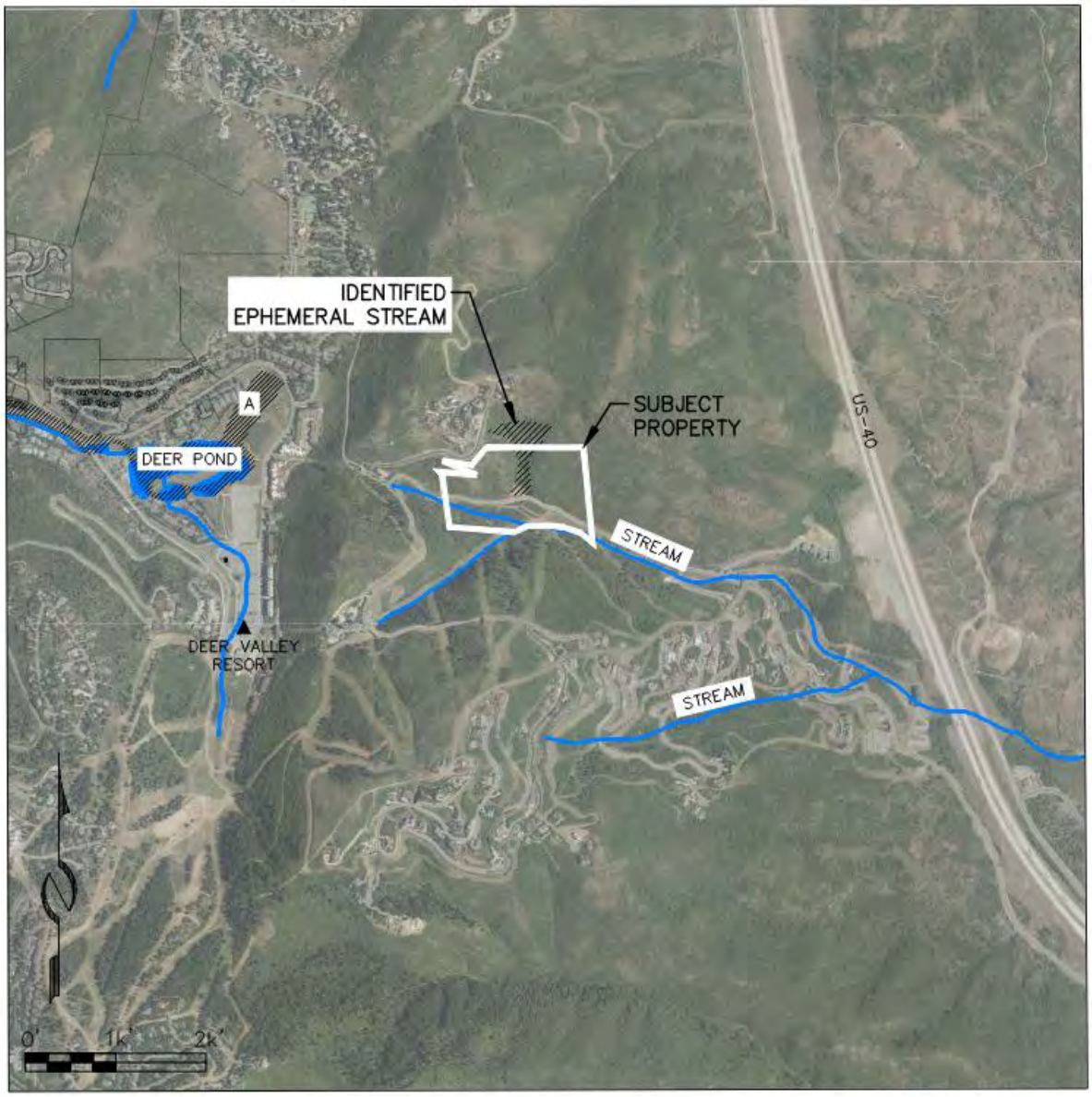

Figure 5.1: Existing wetlands surrounding the Founder's Place development.

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6. Stream Corridors, Canals & Ditches

The Utah Department of Environmental Quality data identifies a seasonal stream running through the subject property. This stream is caused by snow and ice melt which drains towards the Jordanelle Reservoir. An important area to notice is an ephemeral stream located on the north side of the property. Clear evidence of erosion and mountain peaks (**Figure 2.1)** shows substantial run-off flowing down to Deer Hollow Road and meeting up with the natural stream (**Figure 6.1)**. This site will need to direct or design a storm drain system to move around or through all proposed structures and allow run-off back into existing stream.

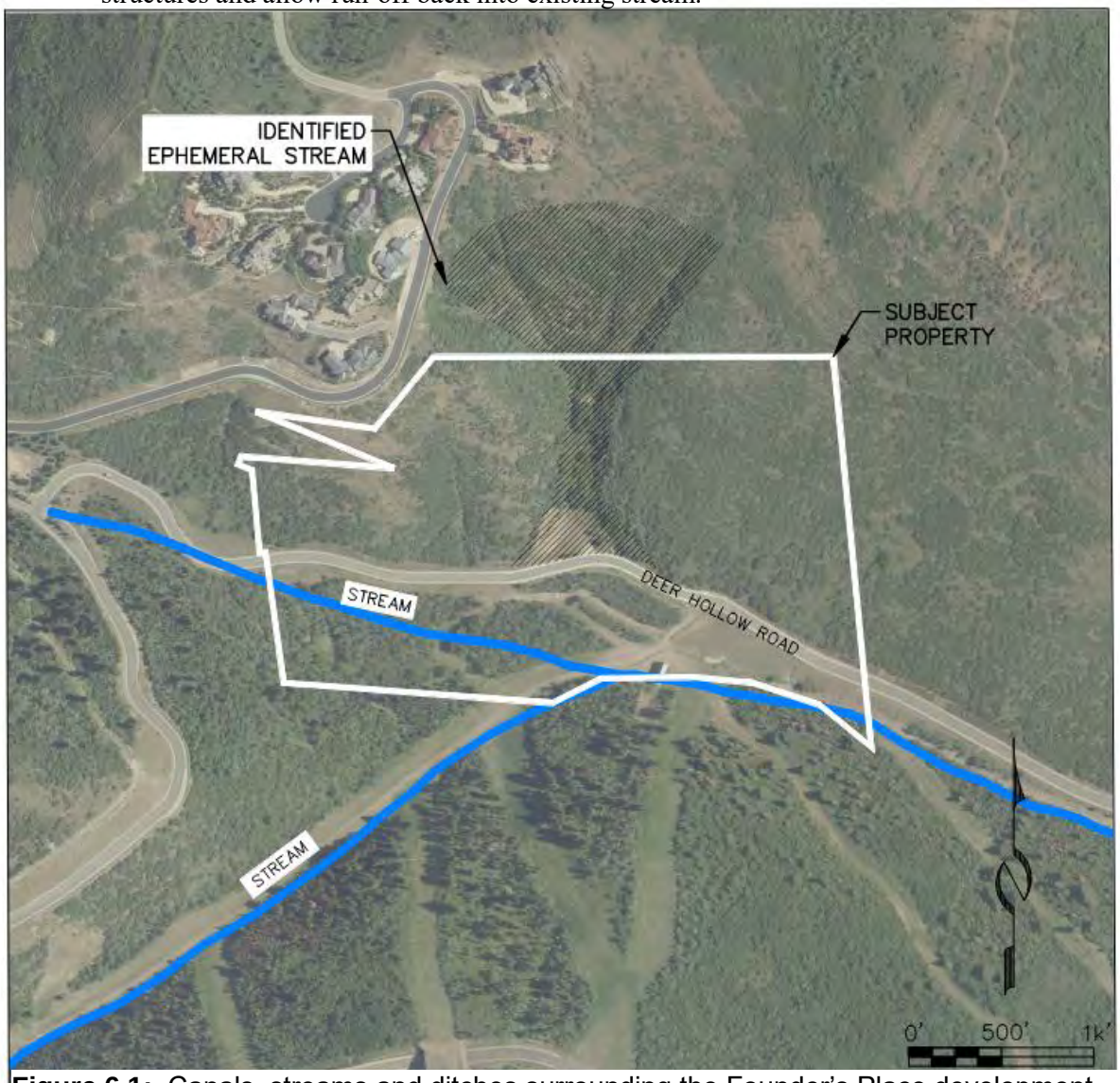

Figure 6.1: Canals, streams and ditches surrounding the Founder's Place development.

7. Wildlife Habitat Areas

Founder's Place is identified as a wildlife habitat by the Utah Department of Natural Resources for the following species: black bear, dusky grouse, moose, mule deer, rocky mountain elk and white-tail jackrabbit. Specified as either **crucial**- the local population depends heavily on the area for survival, as there are no available alternative habitats in the area, or **substantial-** the habitat is used by the species but is not crucial for the population's survival. Each study (**Figures: 1-6)** shows the species' approximate habitat zone using the latest data uploaded by Utah's Division of Wildlife Resources. Data was collected by wildlife biologists using observations, surveys and radio/satellites. Additional endangered species were identified within a two mile radius of the site but do not directly impact subject property: Greater Sage-grouse, Ferruginous Hawk, Western Toad, Bald Eagle, Mountain Marshsnail, Columbia Spotted Frog, Northern Leopard Frog and Lewi's Woodpecker. The following is a table of the wildlife directly impacting subject property:

Species	**Habitat**
Black Bear	Year-Long Crucial
Dusky Grouse	Year-Long Crucial
Moose	Year-Long Crucial, Calving Habitat
Mule Deer	Summer Crucial
Rocky Mountain Elk	Winter Crucial
White Tail Jackrabbit	Year-Long Crucial

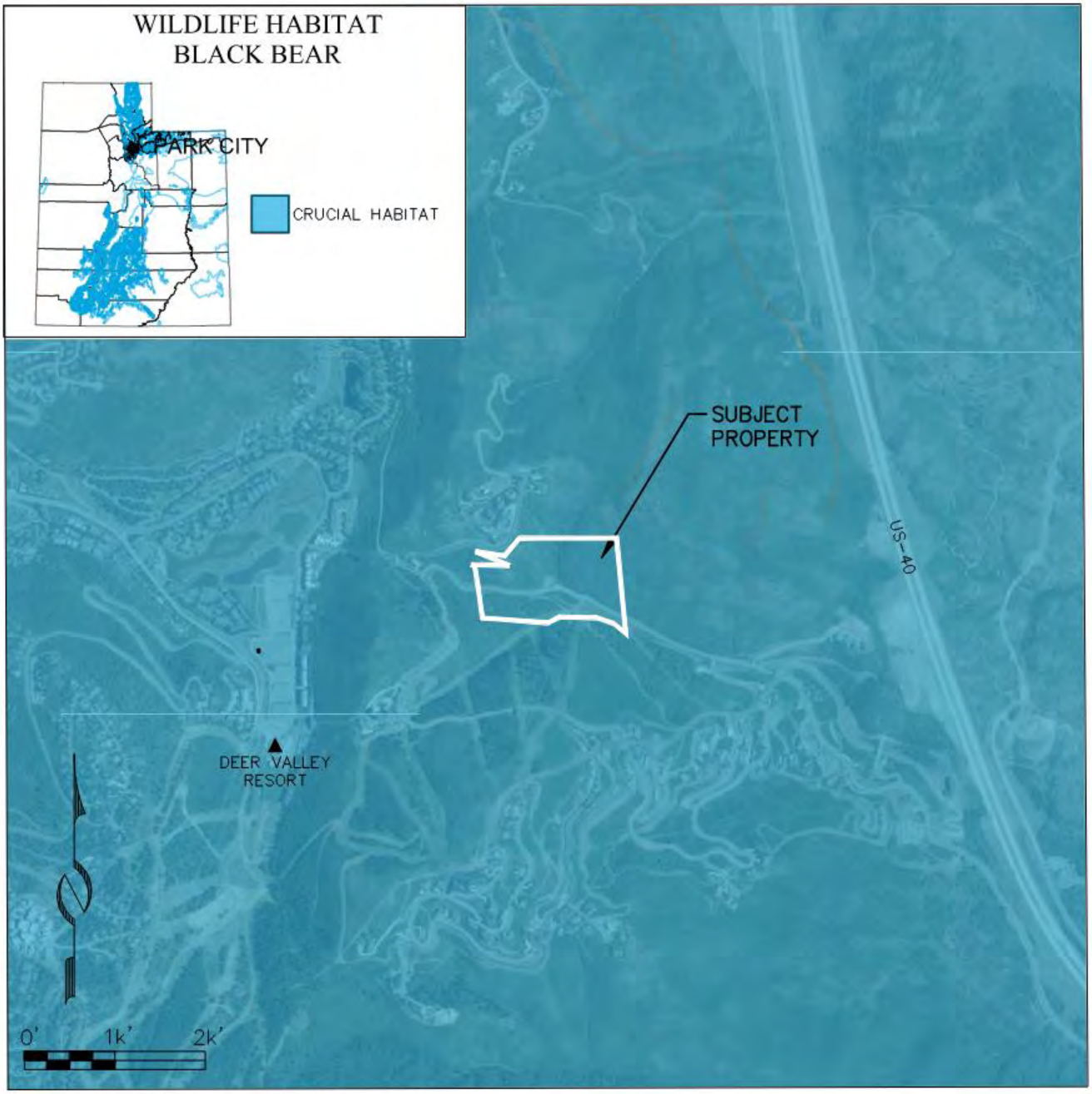

Figure 7.1: Year-long crucial black bear habitat. Data updated: January 13, 2021

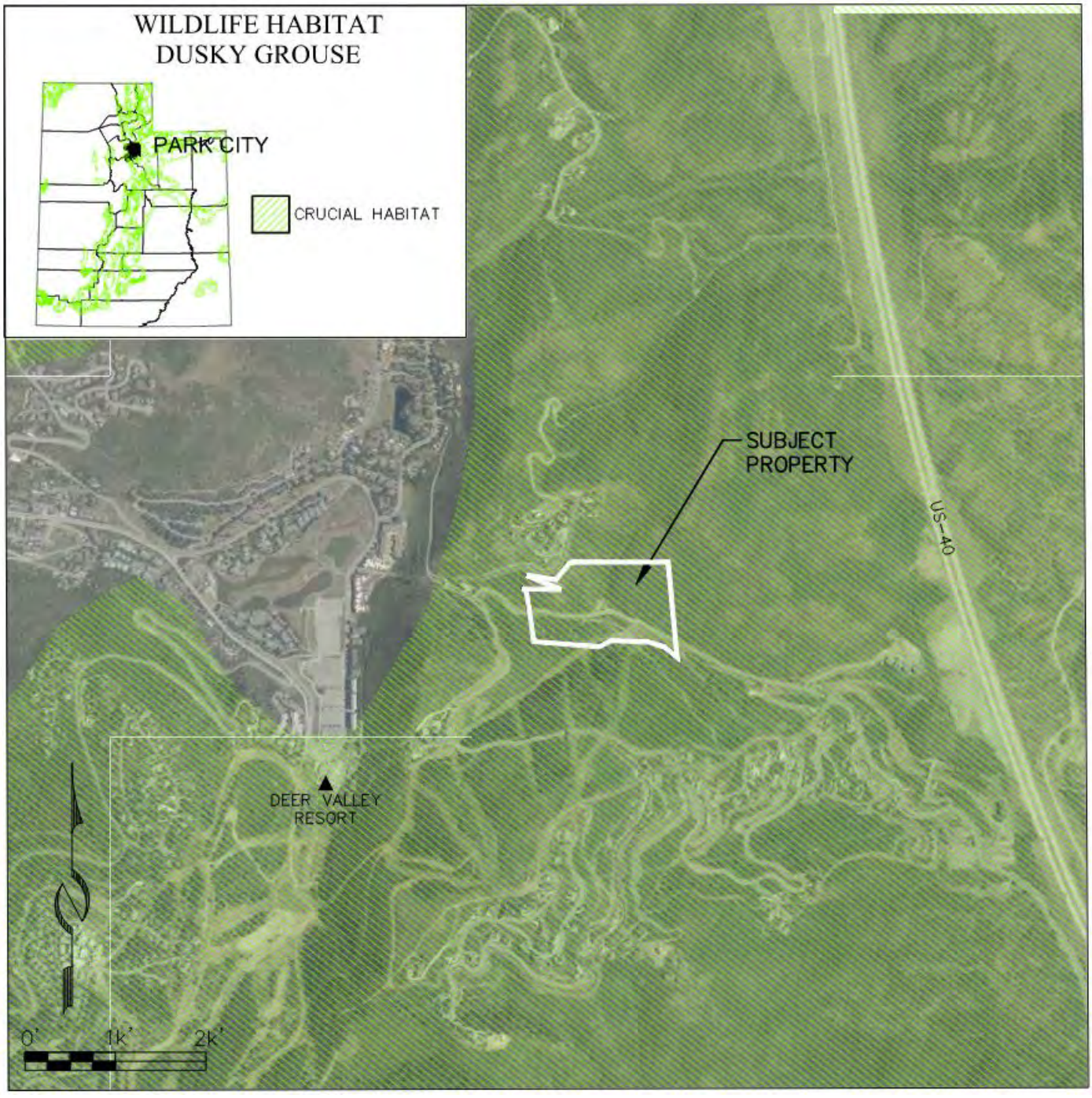

Figure 7.2: Year-long crucial dusky-grouse habitat. Data updated: January 13, 2021

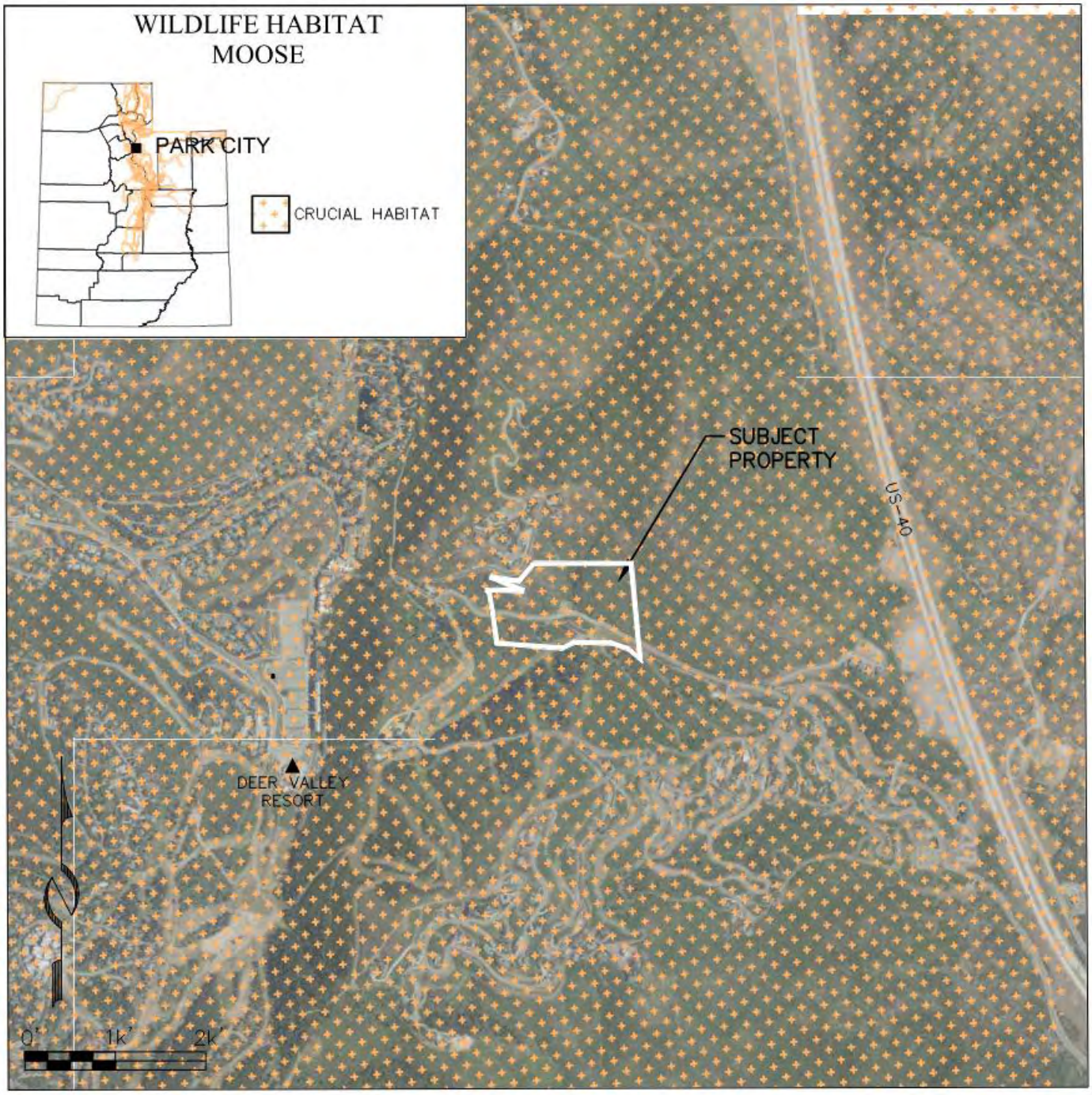

Figure 7.3: Year-long crucial moose habitat. Data updated: January 13, 2021

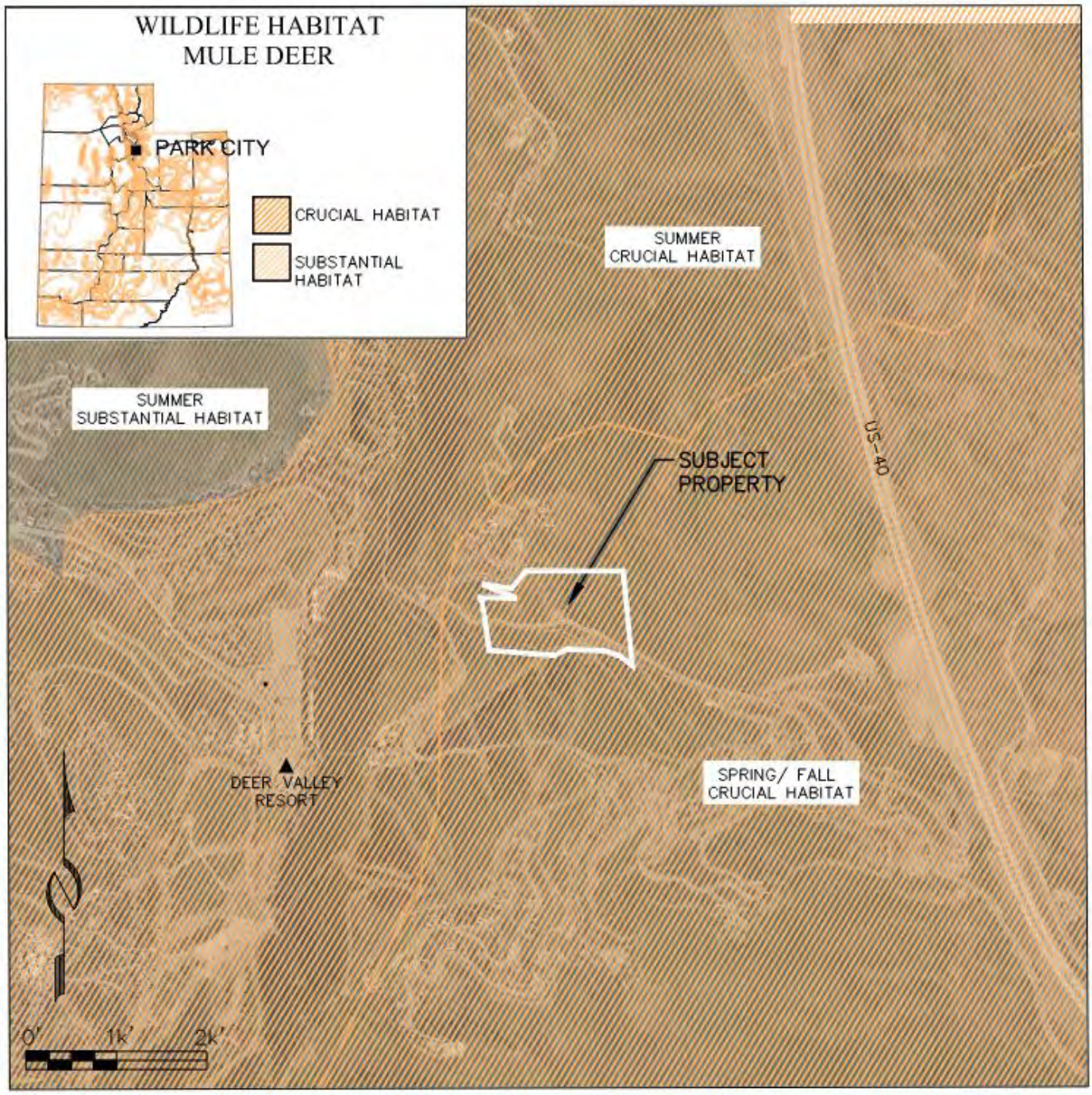

Figure 7.4: Seasonal crucial & substantial mule deer habitat. Data updated: June 14, 2021

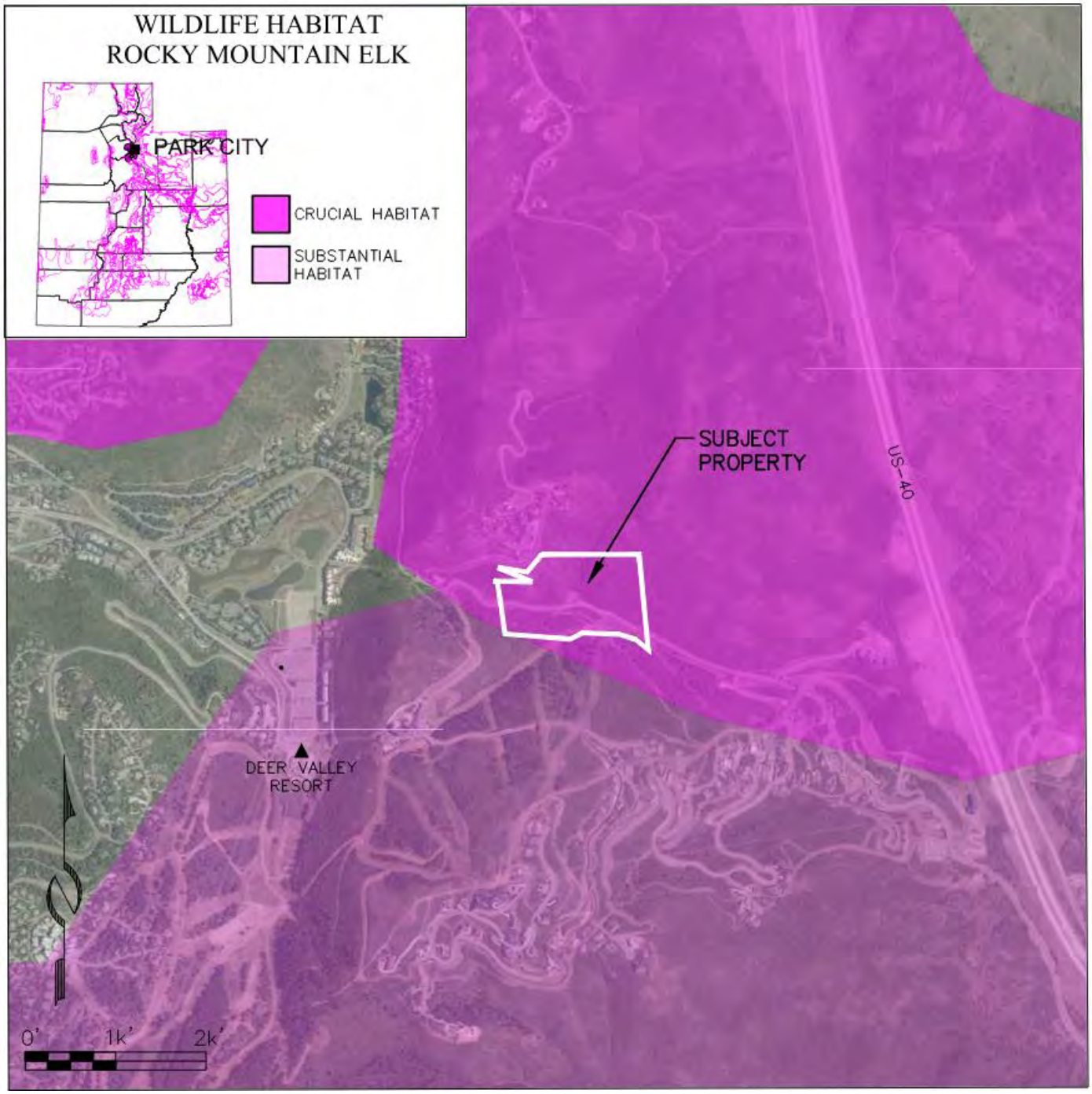

Figure 7.5: Seasonal crucial & substantial elk habitat. Data updated: November 1, 2021

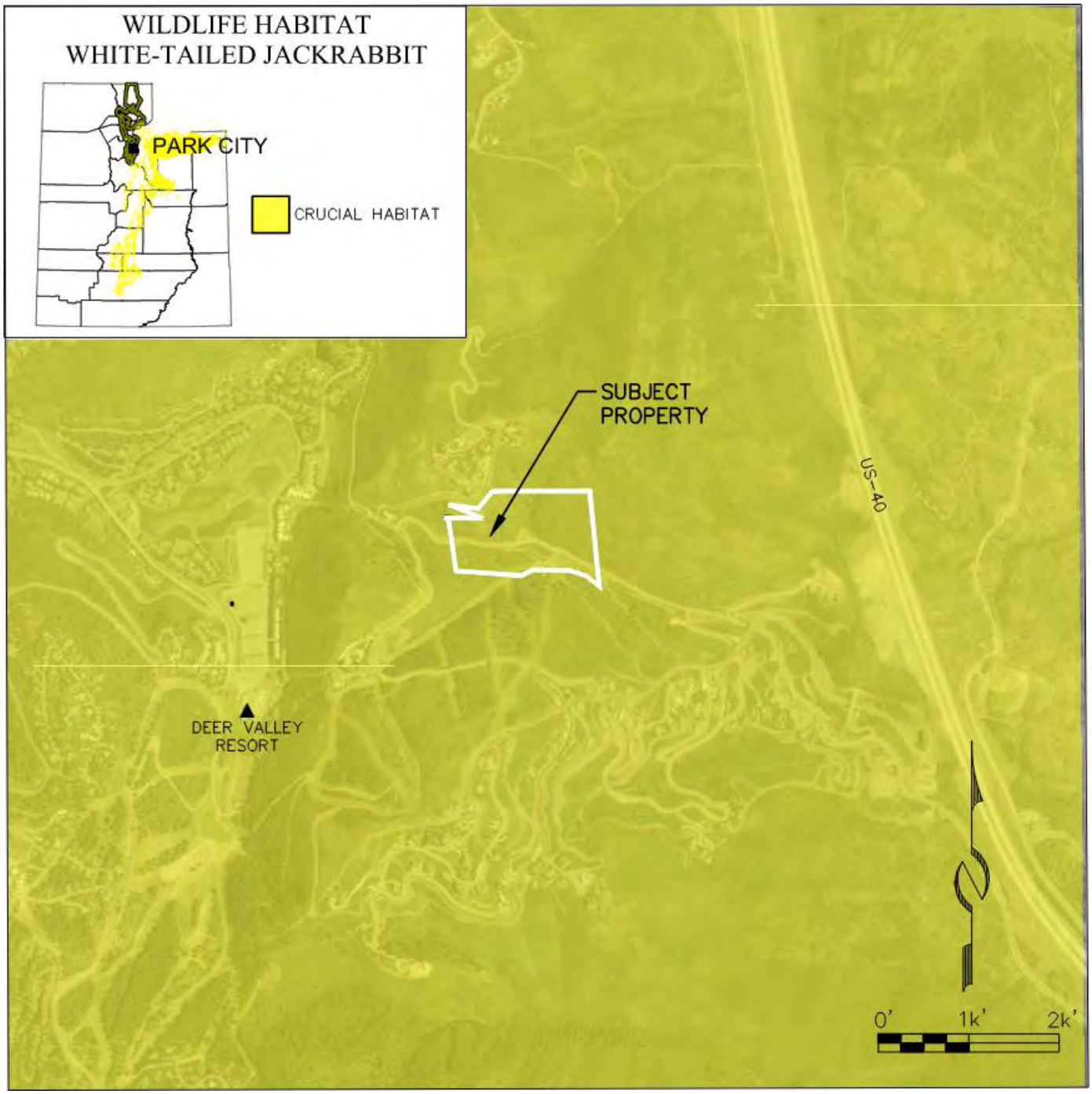

Figure 7.6: Year-long crucial jackrabbit habitat. Data updated: August 27, 2020

Founders Place

Housing Mitigation Plan

Submitted by East West Partners

east west partners

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3	Background
4	Housing Obligation
5-9	Mitigation Plan – On-site Units
10	Mitigation Plan – Community Benefit Fee

Background

East West Partners, acting as the Manager for the development company Deer Hollow Development, LLC, is pleased to be able to incorporate the following housing mitigation plan as part of the Conditional Use Permit application for Founders Place to provide the appropriate on-site employee housing and concurrently creating a revenue stream to provide additional financial support towards increasing the available stock of employee housing in the Park City area.

The Affordable Housing Mitigation Plan is in response to discussions with the Park City Housing Staff Department team and is predicated upon the 1995 Settlement Agreement as described below.

On December 29, 1995, Park City Consolidated Mines Company and Trans-Wasatch Company, LLC a Utah (collectively the "Land Owners") entered into a Settlement Agreement with Park City Municipal Corporation ("PCMC") to provide a framework for the resolution of all outstanding issues and disputes related to the development the Deer Crest project of approximately 678 acres within Wasatch and Summit Counties ("Development Area") – approximately 524 acres within unincorporated Wasatch County and approximately 84 acres within unincorporated Summit County. The Settlement Agreement established various criteria relative to future development rights, such as density, use and configuration, that when combined with the 1996 First Amended Findings and Order on Density Determination, created the Master Plan Development Agreement for the development parcels within the Development Area. Within the Development Area, specific language related to the Slalom Village Area – now known as Founders Place – further clarifies the development rights and requirements for the multi-family units.

Section 5.2.3.1 of the Settlement Agreement states:

"The petition for annexation of the Slalom Village Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing shall be four percent (4%) of the total number of units within the Slalom Village Area."

While the Settlement Agreement language specific to the Slalom Village Area contemplates the 4% housing mitigation rate, the following Housing Mitigation Plan proposes a ten percent (10%) mitigation rate for the development. This mitigation rate is consistent with the St. Regis Hotel Conditional Use Permit approvals that were predicated upon the Settlement Agreement, and will more adequately provide the appropriate amount of affordable housing – both on-site and through a continued funding mechanism.

Housing Obligation

While the Settlement Agreement requires the total employee housing shall be four percent (4%) of the total number of units, the Founders Place applicant has had a series of meetings with the City Housing Staff, and agreed to modify these requirements and provide affordable employee housing equal to ten percent (10%) of the Residential Unit Equivalents ("UEs"). The Park City Municipal Corporation UE calculation is:

$$UEs = Gross\ Platted\ Square\ Feet \div 2{,}000\ SF$$

Per the above formula, Founders Place is comprised of 99.6 UEs or 9.96 Affordable Unit Equivalents ("AUEs")

Platted Square Feet	Unit Equivalents	Housing Obligation (% of UEs)	Affordable Unit Equivalents (AUEs)	Estimated Total AUE Square Feet
199,200	99.6 UEs	10%	9.96 AUEs	8,964 SF

The intent of this mitigation plan is to show how the applicant will fulfill on the obligation of 8,964 total square feet of affordable housing. The following pages describe in detail the fulfillment of this obligation including:

1. 6 on-site AUE Deed Restricted Units totaling 5,400 SF.
2. A Fee In-Lieu funded through a 0.5% Community Benefit Fee Covenant delivering approximately $1,500,000 during the initial sales process of the property, and an additional amount of approximately $37,500 annually through 2035. These payments will be deemed to satisfy any remaining affordable housing obligation.

All on-site housing obligations will be satisfied prior to all market rate units receiving certificate of occupancy within each phase of the project.

This affordable housing mitigation plan will meet the needs of the property by allowing flexibility in the units for various employee types (managers, full-time and seasonal employees) as well as providing a significant financial contribution to Park City's affordable housing efforts.

Proposed Mitigation Plan: On-Site Housing

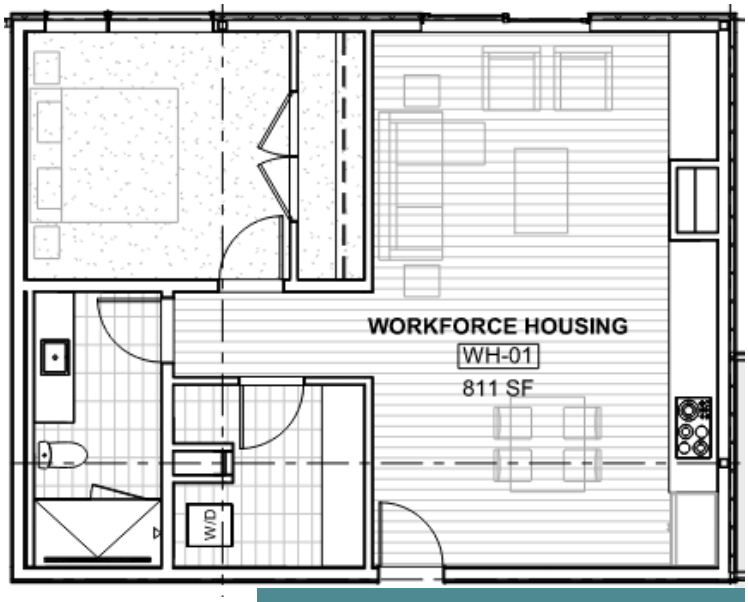
Founders Place proposes that six (6) Affordable Unit Equivalents will be constructed within the Founders Place project. These AUEs will total approximately 5,400 square feet of affordable housing on-site. The six total units will be built; four (4) in Phase 1, one (1) in Phase 2, and one (1) in Phase 3.

The phasing plan with respective unit counts and estimated total square feet is shown in the table below.

Phase	Market Rate Units	Platted Residential SF	Affordable Housing Units	Estimated Total AUE Square Feet*
Phase 1	32	84,449	4	3,244 SF
Phase 2	19	48,088	1	TBD SF
Phase 3	27	66,663	1	TBD SF
Total	**78**	**199,200**	**6**	**5,400 SF**

The primary intent for the six on-site affordable housing units is to provide housing for employees whose scope of work is focused to the service and management of the Founders Place HOA and associated amenities.

The proposed units will be designed and built as one or two bedroom units. The figure to the right is representative of a typical proposed affordable housing one bedroom unit; however the final design may adjust slightly with final preparations of plans and to address City input. Each phase design will be completed and approved by Park City Housing Authority staff prior to recordation the condominium plat for each phase.

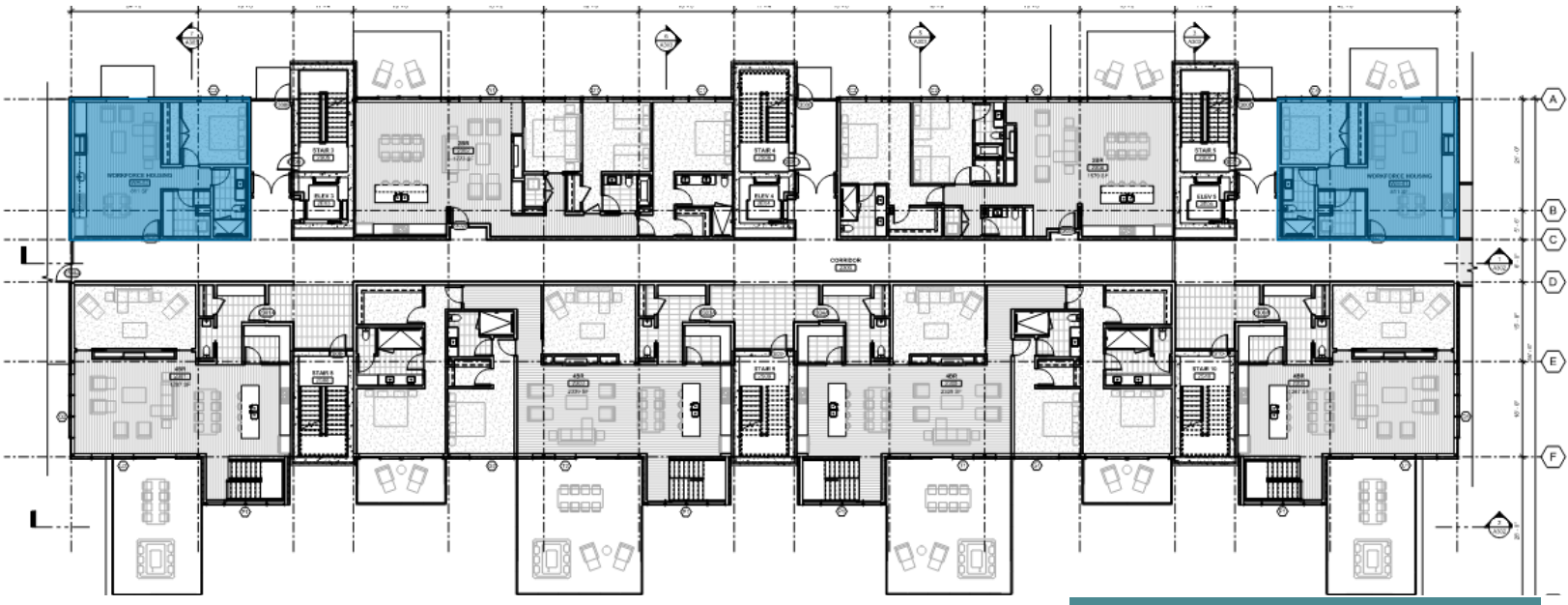


Representative Affordable Housing Unit

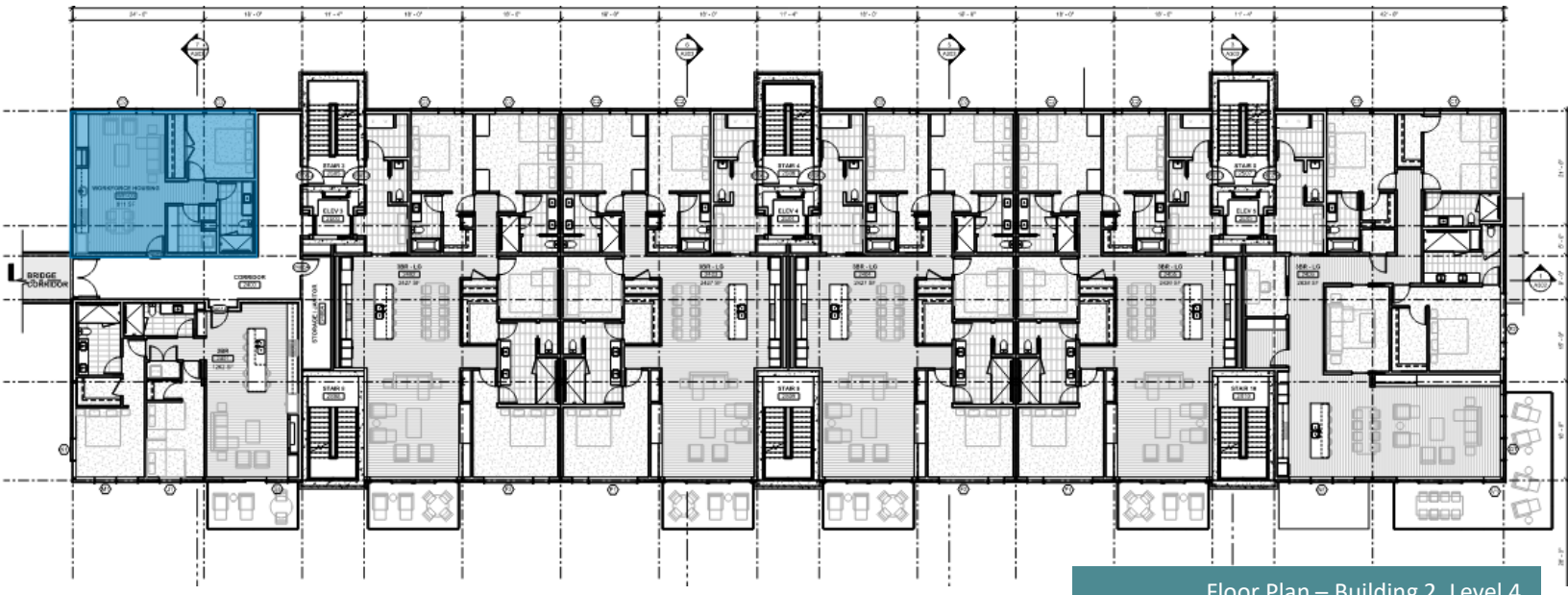
**The AUD Square Feet totals are estimated per Park City Affordable Housing guidelines. The actual unit square feet will be finalize upon final project design and will total 5,400 SF.*

Phase 1 Proposed Floor Plan

The following figures illustrate the proposed locations of the affordable housing units on each respective floorplate.



Floor Plan – Building 2, Level 3



Floor Plan – Building 2, Level 4

Phase 1 Proposed Floor Plan, cont.

The following figures illustrate the proposed locations of the affordable housing units on each respective floorplate.

Floor Plan – Building 1, Level 4

Rental Eligibility and Rate - On-Site Units

RENTAL PRIORITY: Priority for use of the on-site units will be focused on housing staff dedicated to the operations of the Founders Place project. If not occupied by operational staff, the general rules of the current Park City Affordable Housing Resolution will prevail in selection of renters qualified to rent the units.

	Priority for Occupancy
1	Employees engaged full-time or seasonally, focused on serving the Founders Place HOA, Founders Place property manager working primarily on the Founders Place operation, Deer Crest Master Association, or Deer Valley Resort.
2	Persons employed fulltime year-round within Summit or Wasatch County.

For persons qualified to live within the property under Priority 1 above, no income limits shall be required. For persons qualified to live within the property under Priority 2 above, income qualification will be required under the guidelines of the current Park City Municipal Resolution for Affordable Housing currently 80% of AMI.

2021 Summit County AMI %*	1 Person	2 Persons	3 Persons	4 Persons
80%	$66,960	$76,480	$86,080	$95,600

The overall goal of the on-site units is to aid in the operations of the resort, but also to aid in the availability of local affordable housing needs. Reasonable efforts shall be made by owner of said units to keep the property fully occupied at all times, with reasonable vacancy allowed for transitions between occupants and seasonality. At no time should the units remain vacant for more than 3 months without attempting to fill the unit with an occupant qualified by priority 2 above.

RENTAL RATES: Persons qualified to live within the property, through priority 1 or 2, shall not be charged rent and utility costs in excess of an amount equal to 30% of the amount of income earned by an individual earning 80% of AMI for Summit County.

For 2021, the rent would be calculated pursuant to the table below for a 1-bedroom unit with 2 occupants. In this scenario, the Rent portion covers all utilities and costs other than electricity and the monthly electrical bill is estimated at $50. See attached

Bedrooms	Occupants	AMI (80%)*	Percent of Income	Yearly Rent	Monthly Expense Including Utilities	Monthly Utility Estimate	Monthly Rent (net)
1	2	$76,480	30%	$22,944	$1,912	$50	$1862

*Income limits provided by Mountainlands Community Housing Trust: https://housinghelp.org/income-limits/

Transfer or Sale of On-Site Units

The overall goal of the proposed Affordable Housing Mitigation Plan is to provide the units for rent to operational employees or other individuals qualified to live in the unit by alternative employment and income qualification pursuant to the Park City Affordable Housing Resolution. The units will be owned at completion of construction by Deer Hollow Development, LLC ("Declarant"). Sale of the units by the Declarant shall be subject to the deed restriction but also limited to a group or entity intending to follow this Mitigation Plan.

The sale of the units shall be deemed pre-approved, but shall require notification to the Park City Housing Authority, if sold or transferred to:

1. An entity related to Deer Hollow Development, LLC through common ownership.
2. The Founders Place HOA
3. Founders Place Property Manager

Other than a to an entity above, the properties shall not be sold without amending this Affordable Housing Mitigation Plan with the Park City Affordable Housing Authority.

Proposed Mitigation Plan – Community Benefit Fee

In addition to the on-site affordable housing units, Founders Place will create a Community Benefit Fee Covenant that will apply to all residential transactions within the Founders Place Condominium Association. To clarify, the Fee will apply to all 78 initial developer transactions and all subsequent resale transactions.

The fee will be equal to half of one percent (0.50%) of the net purchase price. The fee will be payable to a non-profit entity proposed to be called Founders Place Community Benefit Foundation. The Foundation will agree to transfer one hundred percent (100%) of the fees collected from initial sales by the developer to Park City Municipal Corporation to provide funding towards affordable housing solutions throughout the Park City area. Additionally, through December 31, 2035, fifty percent (50%) of the fees collected from resales will be paid to Park City Municipal Corporation to provide funding towards affordable housing solutions throughout the Park City area.

Initial net sales volume for all three phases of Founders Place is anticipated to be approximately $300,000,000. Below outlines the $1,500,000 of potential transfer fees generated from the initial developer sales.

Estimated Initial Sales Volume	Community Benefit Fee %	Community Benefit Fee $
$300,000,000	0.50%	$1,500,000

The estimated annual volume of resale transactions and subsequent transfer fees is dependent on market volume and activity. At an estimated five percent (5.0%) of total units transferring per year, the potential annual transfer fee generated for Park City Municipal through 2035 is estimated at $37,500 per year. This assumes a 5% per year turnover rate within the project and an average sale price of $3,750,000. This is 2021 pricing and does not factor in real estate changes in value over the period.

Total Units	5.0% of Units	2022 Average Sale Price	Estimated Annual Sales Volume	Community Benefit Fee %	Community Benefit Fee	Transfer Fee to PCMC
78	4	$3,750,000	$15,000,000	0.50%	$75,000	$37,500

east west partners

PHASE I ENVIRONMENTAL SITE ASSESSMENT
SLALOM VILLAGE
WEST DEER HOLLOW ROAD
PARK CITY, UTAH 84060

Project No. 2322-001A

Prepared for:

East West Partners
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November 17, 2020

Prepared by:

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PHASE I ENVIRONMENTAL SITE ASSESSMENT
SLALOM VILLAGE
WEST DEER HOLLOW ROAD
PARK CITY, UTAH 84060

1. SUMMARY

We have conducted a Phase I Environmental Site Assessment of the Slalom Village property located at approximately 3300 West Deer Hollow Road near Park City, Utah. It is our understanding that East West Partners is partnering with the current owner of the subject property, Deer Crest Associates, to develop the subject property. The purpose of this Phase I Environmental Site Assessment is to identify, to the extent feasible pursuant to the processes described in ASTM E1527-13, recognized environmental conditions[1] in connection with the subject property.

The subject property consists of approximately 19 acres of vacant forested land and ski slopes. Deer Hollow Road bisects the northern and southern portions of the subject property. A portion of the Mountain Express ski lift is located on the southern boundary of the subject property. An approximate 0.5-acre disturbed area is located within the central portion of the subject property, just north of Deer Hollow Road. Utilities traverse the subject property mostly from east to west. At the time of our site reconnaissance, we observed no evidence of recognized environmental conditions on the subject property.

Our research indicates the subject property was historically vacant land with an unimproved road traversing the site from east to west (since at least 1938). The current ski lift and associated ski slopes within the southern portion of the subject property were constructed between 1993 and 1997, and the current approximate 0.5-acre disturbed area within the north-central portion of the subject property has been present since at least 2002. Based on a 1999 client-provided site map of the subject property area, mining activities may have occurred on the southeastern corner of the subject property; however, according to a representative for the current owner of the subject property, they acquired the subject property in approximately 1999 and were not aware of historical mining activities on the subject property. The current Deer Hollow Road was constructed traversing the subject property from east to west in the early 2000s. No significant changes were observed on the subject property in the 2010s. The subject property was not identified on any ASTM-specified or supplemental databases reviewed.

We found no conclusive evidence to suggest that active mining activities occurred on the subject property, and all available information suggests that the subject property was not likely impacted from historical mining activities in the area; however, the subject property will be developed for residential purposes and the client requested that soil samples be collected as part of a Phase I Environmental Site Assessment conducted by Wasatch Environmental in 2018. In conjunction with the completion of our 2018 report, Wasatch Environmental measured total lead and arsenic concentrations at 22 surface locations across the subject property using a Nitron XL2 Goldd X-ray Fluorescence meter (XRF). Although there were a few isolated areas of elevated lead and arsenic, the majority of the measurements were below 200 parts per million (ppm) lead and 50 ppm arsenic, and the site averages were 40 ppm lead and 9.5 ppm arsenic, which are within typical background concentrations for the area. Three surficial soil samples were collected in the areas of the highest lead and arsenic XRF readings and analyzed by a laboratory for total lead and arsenic analysis using U.S. Environmental Protection Agency (EPA) Method SW6020B. The analytical results indicate that lead was detected in the soil samples at concentrations ranging from 20.8 milligrams per kilogram (mg/kg) to 163 mg/kg, well below its U.S. EPA approved action level of 400 mg/kg. Arsenic was detected in the soil samples at concentrations ranging from 10.5 mg/kg to 39.1 mg/kg, also well below its U.S. EPA approved action level of 100 mg/kg.

[1] The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property (1) due to a release to the environment; (2) under conditions indicative of a release to the environment, or (3) under conditions that pose a material threat of a future release to the environment (ASTM E1527-13).

Based on the XRF readings and laboratory analytical results, it does not appear that historical mining activities conducted in the general area have impacted the subject property. We have found no information to suggest recognized environmental conditions associated with past uses of the subject property.

No adjoining properties were identified on any of the ASTM-specified standard or supplemental government record sources. No other properties were identified on any of the ASTM-specified standard or supplemental government record sources within their respective minimum search distances.

This assessment has revealed no evidence of recognized environmental conditions in connection with the subject property.

Detailed discussion is presented in the following sections of this report.

2. INTRODUCTION

This Phase I Environmental Site Assessment was conducted within the scope and limitations of the Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment Process as presented in American Society for Testing and Materials (ASTM) Standard E1527-13. This practice is intended to reflect a commercially prudent and reasonable inquiry to identify recognized environmental conditions in connection with a property.

2.1 Detailed Scope of Work

This Phase I Environmental Site Assessment has been conducted in general accordance with ASTM E1527-13 and consists of four components: 1) records review, 2) site reconnaissance, 3) interviews, and 4) report.

There may be environmental issues or conditions at a property that parties may wish to assess in connection with commercial real estate that are outside the scope of the ASTM E1527-13 practice. Non-scope considerations include (but are not limited to) asbestos-containing building materials, lead-based paint, wetlands, or radon. No implication is intended as to the relative importance of inquiry into such non-scope considerations, nor is this list intended to be all-inclusive. No non-scope considerations are included in this scope of work.

2.2 Limitations and Exceptions of Assessment

Although conducting a Phase I Environmental Site Assessment can minimize the potential risks and liabilities associated with real estate transactions, they cannot be completely eliminated. Limitations exist as to the availability of documentation and constraints of visual and/or physical observations. This assessment has been undertaken within reasonable limits of time and cost. Accuracy and completeness of record information varies among information sources, including government sources. The information provided has not been independently verified unless we have actual knowledge, or it appears obvious that certain information is incorrect. The information presented in this report shall not be interpreted as a warranty as to the presence or absence of recognized environmental conditions in connection with the property.

Our services consist of professional opinions made in accordance with generally accepted principles and practices set forth in ASTM E1527-13. This warranty is in lieu of all other warranties either expressed or implied.

2.3 Continued Viability of Environmental Site Assessments

An environmental site assessment performed in accordance with ASTM E1527-13 and completed less than 180 days prior to the date of acquisition or date of intended transaction is presumed to be valid. After 180 days or if information regarding recognized environmental conditions in connection with the

subject property becomes known, then portions of the environmental site assessment may need to be updated prior to the date of acquisition or date of intended transaction.

2.4 Reliance

This report is prepared for the sole benefit of East West Partners, Deer Park Associates, Deer Hollow Development Holdings, LLC, and Deer Hollow Development, LLC, and may not be relied upon by any other person or entity without the written authorization of Wasatch Environmental, Inc. (Wasatch).

3. PRIOR REPORTS

Mr. Bill Fiveash, representative of the proposed developer, was aware of a July 17, 2018, Phase I Environmental Site Assessment prepared by Wasatch for subject property on behalf of East West Partners.

At the time of the 2018 report, the subject property consisted of approximately 19 acres of vacant forested land and ski slopes. Deer Hollow Road bisects the northern and southern portions of the subject property. A portion of the Mountain Express ski lift is located along the southern boundary of the subject property. Utilities traverse the subject property mostly from east to west. The 2018 report states the following:

> *"In conjunction with the completion of the 2018 report and due to known historical mining activities within the general area, Wasatch measured total lead and arsenic concentrations at 22 surface locations across the subject property using an X-ray Fluorescence meter (XRF). Although there were a few isolated areas of elevated lead and arsenic, the majority of the measurements were below 200 parts per million (ppm) lead and 50 ppm arsenic, and the site averages were 40 ppm lead and 9.5 ppm arsenic, which are within typical background concentrations for the area. Three surficial soil samples were collected in the areas of the highest lead and arsenic XRF readings and analyzed by a laboratory for total lead and arsenic analysis using U.S. Environmental Protection Agency (EPA) Method SW6020B. The analytical results indicate that lead was detected in the soil samples at concentrations ranging from 20.8 milligrams per kilogram (mg/kg) to 163 mg/kg, well below its U.S. EPA approved action level of 400 mg/kg. Arsenic was detected in the soil samples at concentrations ranging from 10.5 mg/kg to 39.1 mg/kg, also well below its U.S. EPA approved action level of 100 mg/kg."*
>
> *"Based on the XRF readings and laboratory analytical results, it does not appear that historical mining activities conducted in the general area have impacted the subject property. We have found no information to suggest recognized environmental conditions associated with past uses of the subject property."*

The 2018 XRF sampling location map is included as Figure 6 in Appendix A.

4. SITE DESCRIPTION

4.1 Location

The subject property consists of approximately 19 acres located at approximately 3300 West Deer Hollow Road in Park City, Utah (see Figures 1 through 5 in Appendix A). See Appendix A, Figure 2 for a client-provided site map of the subject property.

4.2 Site and Vicinity General Characteristics

The subject property and vicinity generally consist of vacant forested land, ski slopes, and residential properties (see Appendix A, Figure 3).

4.3 Current Uses of the Property

The subject property is currently vacant forested land and ski slope land. Site photographs are presented in Appendix B.

4.4 Description of Structures, Roads, Other Improvements on the Site

The subject property is vacant forested land and ski slopes. Deer Hollow Road bisects the northern and southern portions of the subject property. A portion of the Mountain Express ski lift is located on the southern boundary of the subject property. An approximate 0.5-acre disturbed area is located within the central portion of the subject property, just north of Deer Hollow Road. A few piles of logs and lumber are located within the central portion of the subject property, just south of Deer Hollow Road.

Utilities traverse the subject property mostly from east to west.

The subject property is accessed by Deer Hollow Road.

4.5 Current Uses of Adjoining Properties

At the time of our site visit, current uses of adjoining properties consisted of the following:

North: Vacant forested land
East: Vacant forested land bisected by Deer Creek Road and ski slope land
South: Vacant forested land and ski slope land
West: Vacant forested land bisected by Deer Creek Road and ski slope land

5. USER PROVIDED INFORMATION

In accordance with ASTM E1527-13, a “User” is defined as the party seeking to complete an environmental site assessment of the property. If the User is aware of any specialized knowledge or experience that is material to recognized environmental conditions in connection with the property, it is the User's responsibility to communicate such information to the environmental professional. ASTM E1527-13 provides a User Questionnaire to assist the User and the environmental professional in gathering information from the User that may be material to identifying recognized environmental conditions.

It is our understanding this Phase I Environmental Site Assessment is being performed in anticipation of a potential partnership to develop the subject property and secure a construction loan. Therefore, for the purpose of this assessment, Mr. Bill Fiveash representative for the proposed developer, completed the User Questionnaire presented in Appendix C.

5.1 Environmental Liens and Activity/Use Limitations

ASTM E1527-13 requires the User to identify environmental liens and activity/use limitations currently recorded against the property. This information is typically found during the course of research for the issuance of title insurance and would be shown in the policy of title insurance issued to the owner, buyer, or lender on the property. If the User has actual knowledge of any environmental liens or activity/use limitations encumbering the property or in connection with the property, the User should communicate such information to the environmental professional.

At the time of this assessment, Mr. Fiveash was not aware of any environmental liens or activity/use limitation land records encumbering the subject property.

5.2 Specialized Knowledge or Experience

Users must take into account their specialized knowledge to identify conditions indicative of releases or threatened releases. If the User has any specialized knowledge or experience that is material to recognized environmental conditions in connection with the property, the User should communicate this information to the environmental professional.

Mr. Fiveash was aware of the 2018 report. Mr. Fiveash reported no specialized knowledge or experience regarding recognized environmental conditions in connection with the subject property.

5.3 Valuation Reduction for Environmental Issues

The User should inform the environmental professional if the User believes that the purchase price of the property is lower than the fair market value due to contamination. The User is not required to disclose the purchase price to the environmental professional.

Mr. Fiveash was not aware of any property valuation reduction for environmental issues.

5.4 Commonly Known or Reasonably Ascertainable Information

Commonly known or reasonably ascertainable information within the local community about the property must be taken into account by the User. If the User is aware of any commonly known or reasonably ascertainable information within the local community about the property that is material to recognized environmental conditions in connection with the property, the User should communicate such information to the environmental professional.

Mr. Fiveash was not aware of any commonly known or reasonably ascertainable information material to recognized environmental conditions in connection with the subject property.

5.5 Degree of Obviousness

The User must consider the degree of obviousness of the presence or likely presence of releases or threatened releases at the property and the ability to detect releases or threatened releases by appropriate investigation, including the information collected as part of this assessment.

Mr. Fiveash was aware of the 2018 report. Mr. Fiveash was not aware of any obvious indications of the presence or likely presence of releases or threatened releases at the subject property.

6. RECORDS REVIEW

As stated in ASTM E1527-13, the purpose of records review is to obtain and review records that will help identify recognized environmental conditions in connection with the property. The records review includes: a review of physical setting sources; a review of standard federal, state, and tribal environmental record sources; and historical use information.

6.1 Historical Use Information

The objective of reviewing historical sources is to develop a history of the previous uses of the property and surrounding area to help identify the likelihood of past uses having led to recognized environmental conditions. This task requires reviewing only as many of the ASTM-specified standard historical sources as are necessary to achieve this objective, are reasonably ascertainable, and are likely to be useful.

For the purposes of this report, the following historical sources were reviewed:

- Prior Reports: The 2018 report included historical sources similar to those outlined in the current assessment.

- Fire Insurance Maps: It is our experience that fire insurance maps are generally not available for the area of the subject property.

- Aerial Photographs: We obtained aerial photographs from the Utah Geological Survey dated 1938, 1952, 1962, and 1987, and from EarthExplorer dated 1976. We also obtained aerial photographs dated 1993, 1997, 2002, 2006, 2013, 2017, and 2019 (Figure 3 in Appendix A) from Google Earth. Historical aerial photographs are presented in Appendix D.

- Local Street Directories: It is our experience that historical city directories are generally not available for the area of the subject property.

- Historical Topographic Maps: We obtained topographic maps from the United States Geological Survey dated 1955 and 1998 (Figure 4 in Appendix A). The 1955 topographic map is presented in Appendix D.

- Current Property Tax Assessor Records: We obtained property tax information for the subject property and adjoining properties from the Wasatch County Assessor's office.

- Client-provided Map: We reviewed a client-provided map that identified some parcel boundaries and some mining features (Figure 2 in Appendix A).

- Interview Information: We spoke with Mr. Bill Fiveash, representative of the proposed subject property developer. As part of the 2018 report, we spoke with Mr. Gregson Perry, outside counsel for Deer Crest Associates and representative for the subject property owner.

6.1.1 Subject Property

Aerial photographs and topographic maps from 1938 through 1987 depict the subject property as vacant land with unimproved roads traversing the site from east to west. The 1993 aerial photograph shows the subject property with a bike path within the southwestern portion of the subject property. The 1997 aerial photograph shows the current ski lift and associated ski runs within the south-central portion of the subject property. The current disturbed area within the north-central portion of the subject property is visible on aerial photographs since 2002.

The client-provided site map (Figure 2 in Appendix A) depicts a "mine shaft (mine workings)" near the southeastern corner of the subject property; however, no mining activities were identified on the subject property on the Utah Department of Natural Resources Division of Oil, Gas, and Mining website or the Land Matters mining claims maps website.

Mr. Perry stated that Deer Crest Associates acquired the subject property in approximately 1999 as ski slope and vacant land. Mr. Fiveash stated that the subject property consists of vacant land with a ski lift and associated ski runs and is planned to be developed with residential improvements.

6.1.2 Adjoining Properties (to the extent identified)

The adjoining properties are depicted as vacant land, with an unimproved road traversing the east to west adjoining properties, on aerial photographs from 1938 through 1952. No structures are depicted on the adjoining properties on the 1955 topographic map. Mining activities are depicted on the north adjoining properties on the 1955 topographic map. No significant changes were observed on the adjoining properties on the 1962, 1976, and 1987 aerial photographs. The 1993 aerial photograph depicts bike pathways on the north, south, and west adjoining properties. No structures are depicted on the adjoining properties on the 1999 topographic map. Mining activities are depicted on the north adjoining properties and a ski lift on the south adjoining properties on the 1999 topographic map.

The client-provided site map (Figure 2 in Appendix A) depicts mining activity on the north and south adjoining properties. The 2002 aerial photograph depicts a ski lift and ski runs on the south adjoining property. Deer Hollow Road is depicted traversing the east to west adjoining properties on the 1997 aerial photograph. No significant changes were observed on the adjoining properties on the 2002, 2006, 2013, and 2017 aerial photographs.

6.2 Physical Setting Source(s)

ASTM E1527-13 requires a review of a current United States Geological Survey 7.5-minute topographic map. Additional physical setting sources may be reviewed to assist in evaluating the potential for hazardous substances or petroleum products to migrate to the subject property from an offsite source. We reviewed the 1999 Park City East, Utah, 7.5-minute topographic map that depicts the area that includes the subject property (Figure 4 in Appendix A). The subject property is situated at an elevation of which varies from approximately 7,200 feet above mean sea level in the north and western portions to 7,000 feet above mean sea level in the eastern portion. Intermittent streams are depicted traversing the subject property from west to east. The subject property and nearby area generally slope to the east toward the Jordanelle Reservoir.

Based on information obtained from geotechnical testing being completed on the subject property during the 2018 site visit, groundwater at the subject property is greater than 25 feet below ground surface. Groundwater is assumed to flow with the topographic gradient to east.

6.3 Standard and Supplemental Environmental Record Sources, Federal and State

Environmental Data Resources, Inc., (EDR) has conducted government database research for the subject property (see Appendix E). A listing of the ASTM-specified standard databases and any additional federal, state, tribal and local environmental record sources obtained by EDR and the results of the database search are summarized in Appendix E, Map Findings Summary.

6.3.1 Subject Property

The subject property was not identified on any of the standard or supplemental government record sources.

6.3.2 Adjoining Properties

No adjoining properties were identified on any of the standard or supplemental government record sources.

6.3.3 Other Government Database Listings

No properties were identified on any of the ASTM-specified standard or supplemental government record sources within their respective approximate minimum search distances.

6.4 Interviews with State and/or Local Government Officials

ASTM E1527-13 requires that a reasonable attempt be made to interview at least one staff member of the local fire department, health agency, state environmental agency, or an agency responsible for documenting the presence of activity and use limitations.

We contacted Mr. Clint Neerings, with the Wasatch County Fire Protection, who stated that this department had no records regarding the subject property.

7. SITE RECONNAISSANCE

On November 16, 2020, our Project Environmental Scientist Sean Thal, conducted an unaccompanied site reconnaissance. Site photographs are presented in Appendix B.

7.1 Methodology and Limiting Conditions

Our reconnaissance included observations of the approximate perimeter of the subject property, observations of the property interior, and a cursory observation of the adjoining properties from the subject property boundaries. We did not access the Mountain Express ski lift during the site visit. Most portions of the subject property were covered with vegetative overgrowth which hindered our observation of the ground in these areas.

7.2 General Observations

The subject property is vacant forested land and ski slope land. Deer Hollow Road bisects the northern and southern portions of the subject property. A portion of the Mountain Express ski lift is depicted within the south central portion of the subject property. Utilities traverse the subject property mostly from east to west. We did not observe any mining features during our site visit.

7.2.1 Underground Storage Tanks

No evidence of underground storage tanks such as fill ports or vent pipes was observed on the subject property.

7.2.2 Aboveground Storage Tanks

No aboveground storage tanks were observed on the subject property.

7.2.3 Drums or Containers

No drums or containers of hazardous substances or petroleum products were observed on the subject property.

7.2.4 Odors

No strong, pungent, or noxious odors were noted on the subject property.

7.2.5 Pools of Liquid

No pools of liquids were observed on the subject property.

7.2.6 Polychlorinated Biphenyls (PCBs)

Although no longer commercially produced in the United States, PCBs may be present in products and materials produced before the 1979 PCB ban. Products that may contain PCBs include but are not limited to transformers, capacitors and other electrical equipment, oil used in motors and hydraulic systems, old electrical devices or appliances containing PCB capacitors. Newer electrical equipment would not be expected to contain PCBs.

No electrical or hydraulic equipment known or likely to contain PCBs was observed on the subject property.

7.2.7 Interior Stains or Corrosion

Aside from a storage shed near the ski lift, no structures are located on the subject property.

7.2.8 Interior Floor Drains and Sumps

Aside from a storage shed near the ski lift, no structures are located on the subject property.

7.2.9 Pits, Ponds, or Lagoons

No pits, ponds, or lagoons were observed on the subject property.

7.2.10 Stained Soil or Pavement

No stained soil or pavement was observed on the subject property.

7.2.11 Stressed Vegetation

No stressed vegetation was observed on the subject property.

7.2.12 Solid Waste

No excess solid waste or surface evidence of buried solid waste was observed on the subject property.

7.2.13 Wastewater

ASTM E1527-13 defines “wastewater" as water that is or has been used in an industrial or manufacturing process, conveys or has conveyed sewage, or is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant. Wastewater does not include water originating on or passing through or adjacent to a site, such as stormwater flows, that has not been used in industrial or manufacturing processes, has not been combined with sewage, or is not directly related to manufacturing, processing, or raw materials storage areas at an industrial plant.

No wastewater or other liquid was observed discharging into a drain, ditch, or stream on or adjacent to the subject property.

7.2.14 Wells

No wells were observed on the subject property.

8. INTERVIEWS

ASTM E1527-13 requires that interviews with a key site manager and a reasonable number of occupants should be made in an attempt to obtain information indicating recognized environmental conditions at the subject property.

8.1 Key Site Manager

For the purposes of this report, Mr. Bill Fiveash, representative of the proposed developer and subject property owner, was interviewed as the key site manager. Mr. Fiveash stated that the subject property consists of vacant land with a ski lift and ski runs and has not changed uses since the 2018 report. Mr. Fiveash was not aware of any environmental concerns originating from the subject property, and he was not aware of any regional environmental concerns that might affect the subject property.

The following interview summary was from our 2018 report:

> *“For the purposes of this report, Mr. Gregson M. Perry, outside counsel for Deer Crest Associates and representative for the current owner of the subject property, was interviewed as the key site*

manager. Mr. Perry stated that the current representative for Deer Crest Associates acquired the subject property in approximately 1999 as ski slope and vacant land. Mr. Perry stated that he was not aware of any past mining activities occurring on the subject property. Mr. Perry stated that he was not aware of any environmental concerns originating from the subject property but was aware that historical mining activities have occurred at nearby properties."

9. SCOPE LIMITATIONS/DEVIATIONS/SIGNIFICANT DATA GAPS

ASTM E1527-13 requires historical research back to 1940 or first developed use, whichever is earlier. The earliest reasonably ascertainable historical information for the subject property was a 1938 aerial photograph showing the subject property being traversed by an unimproved road. It is our opinion that based on the totality of information, the lack of historical information prior to first developed (road) use did not affect our ability to form reasonable opinions regarding recognized environmental conditions on the subject property.

10. FINDINGS AND OPINIONS

As required by ASTM E1527-13, the following sections present our findings and opinions related to known or suspect recognized environmental conditions, controlled recognized environmental conditions, historical recognized environmental conditions, and *de minimis* conditions identified through the course of this assessment.

10.1 *De Minimis* Conditions

A *de minimis* condition, as defined by ASTM E1527-13, is a release of hazardous substances or petroleum products that generally does not present a threat to human health or the environment, and generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not recognized environmental conditions.

- Wasatch identified no *de minimis* conditions in connection with the subject property.

10.2 Historical Recognized Environmental Conditions

A historical recognized environmental condition, as defined by ASTM E1527-13, is a past release of hazardous substances or petroleum products affecting the subject property that has occurred in connection with the subject property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the subject property to any required controls. Historical recognized environmental conditions, by definition, are past releases that are no longer considered recognized environmental conditions.

- Wasatch identified no historical recognized environmental conditions in connection with the subject property.

10.3 Controlled Recognized Environmental Conditions

A controlled recognized environmental condition, as defined by ASTM E1527-13, is a recognized environmental condition resulting from a past release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

- Wasatch identified no controlled recognized environmental conditions in connection with the subject property.

10.4 Recognized Environmental Conditions

A recognized environmental condition, as defined by ASTM E1527-13, is the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property (1) due to a release to the environment; (2) under conditions indicative of a release to the environment, or (3) under conditions that pose a material threat of a future release to the environment.

- Wasatch identified no recognized environmental conditions in connection with the subject property.

11. CONCLUSIONS

We have performed a Phase I Environmental Site Assessment in general conformance with the scope and limitations of ASTM E1527-13 on the Slalom Village property located at West Deer Hollow Road in Park City, Utah. Any exceptions to, or deletions from, this practice are described in Section 9 of this report.

This assessment has revealed no evidence of recognized environmental conditions in connection with the subject property.

No recognized environmental conditions were identified; therefore, it is our opinion that no additional investigation is warranted at this time.

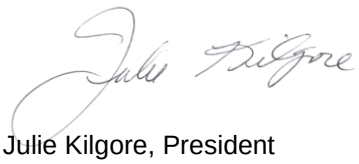
This report is based on our review of available historical and environmental records; visual observations of the surface of the subject property and adjoining properties; and personal interviews with available persons having knowledge of the property. Sections 10 and 11 of the report, Findings and Opinions, and Conclusions are considered an Executive Summary and should be reviewed in conjunction with the entire report.

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in 312.10 of 40 CFR 312 and have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed the all-appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Sincerely,

WASATCH ENVIRONMENTAL, INC.

Sean Thal
Project Environmental Scientist



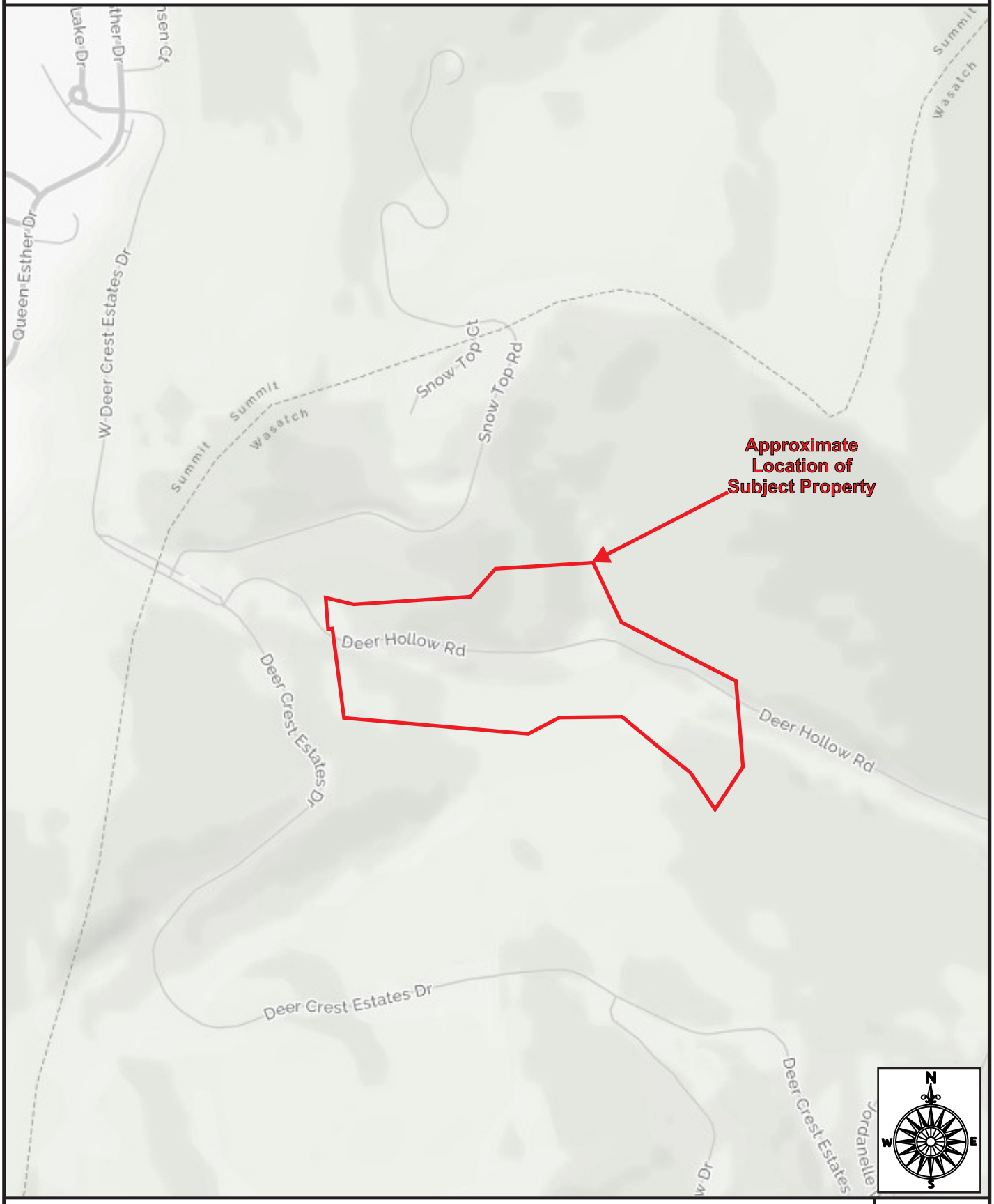
Julie Kilgore, President
Principal Environmental Manager

Distribution: 1 Electronic

Appendix A

Maps and Figures

SLALOM VILLAGE WEI 2322-001A



Vicinity Map | Figure 1

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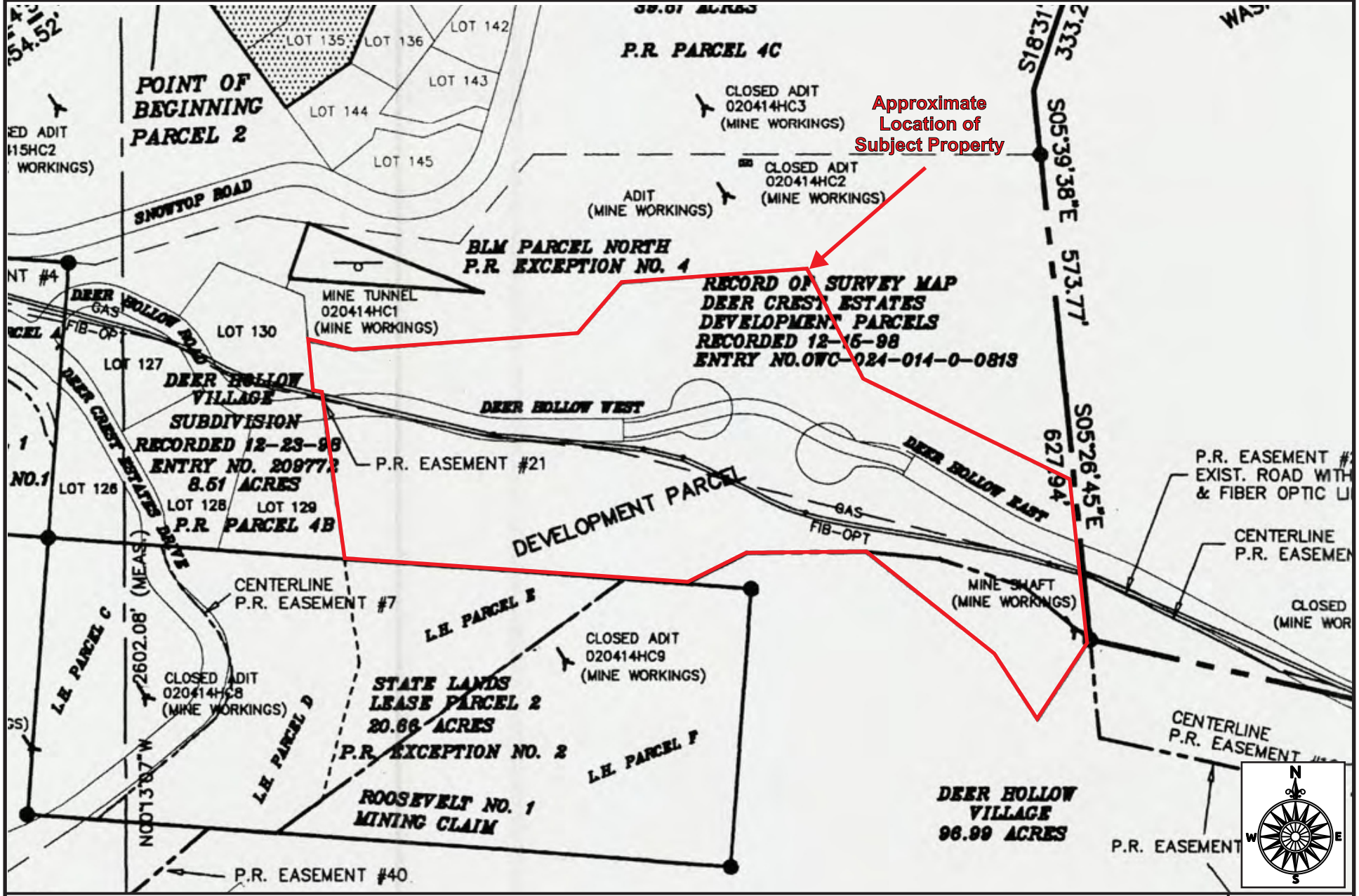

Client-Provided Map | Figure 2

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SLALOM VILLAGE WEI 2322-001A

→ **Groundwater Flow Direction (inferred)**

2019 Aerial Photograph | Figure 3

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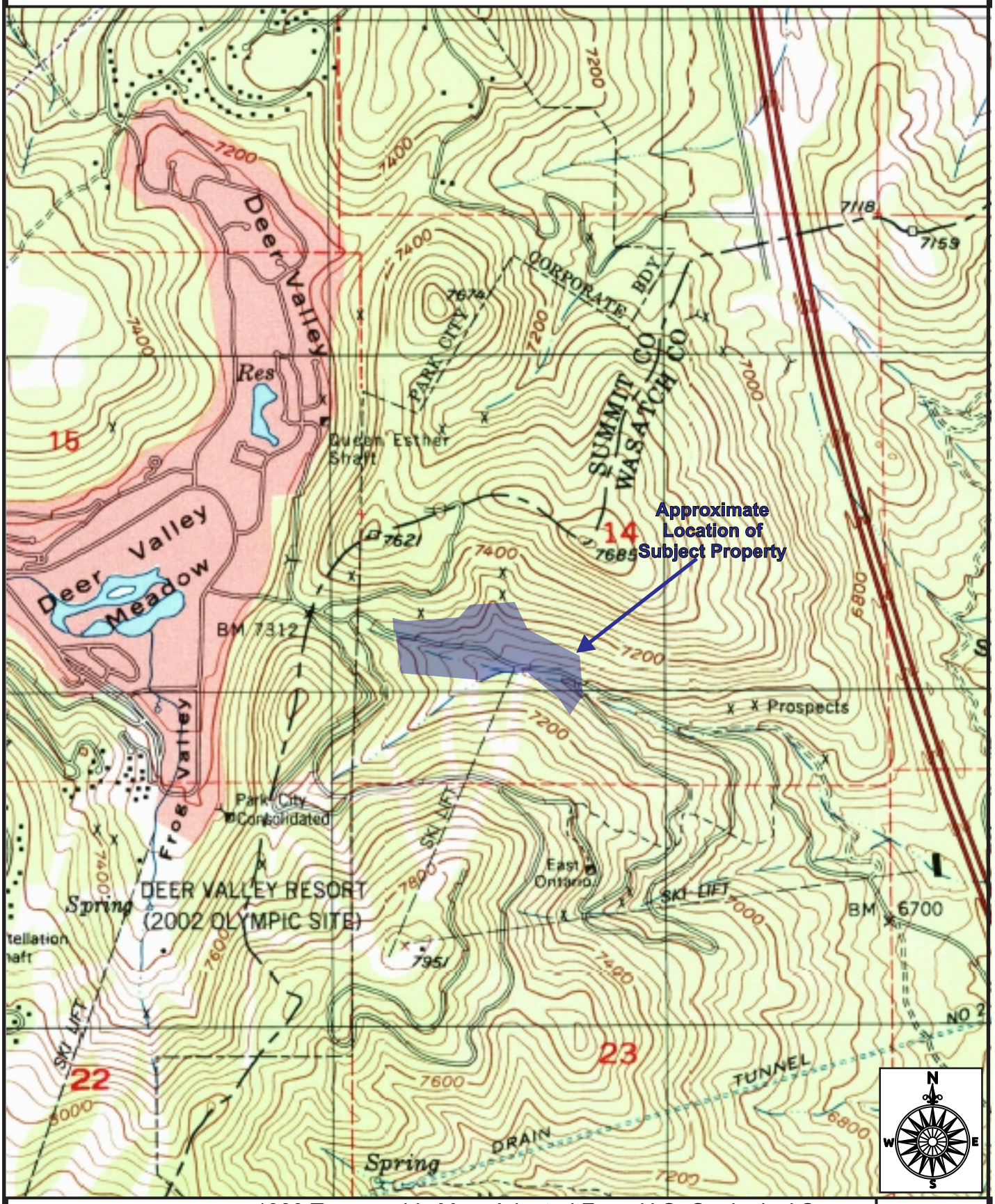

1999 Topographic Map, Adapted From U.S. Geological Survey
Park City East, Utah 7.5 Minute Quadrangle

Figure 4

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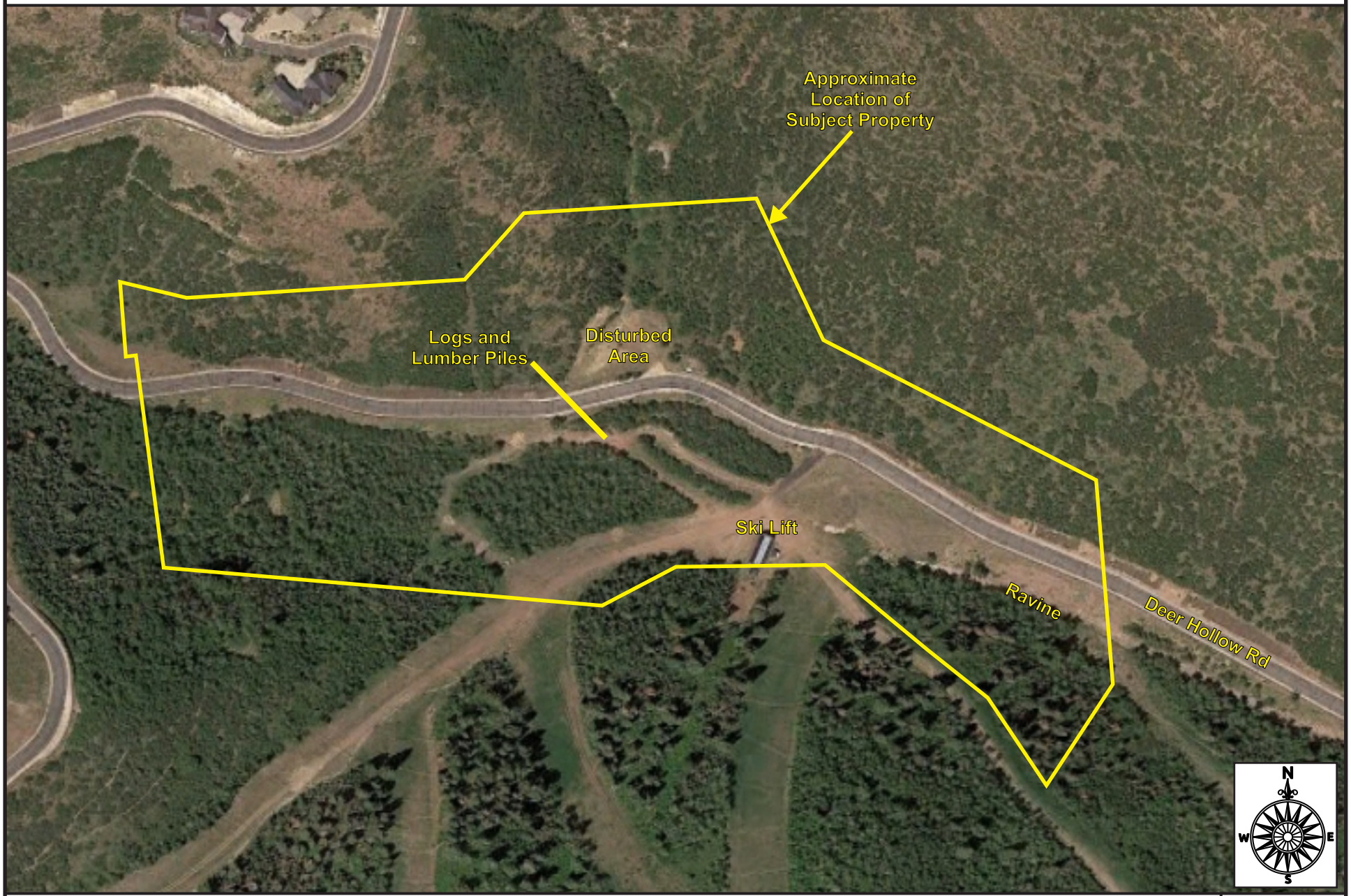

Detailed Site Map | Figure 5

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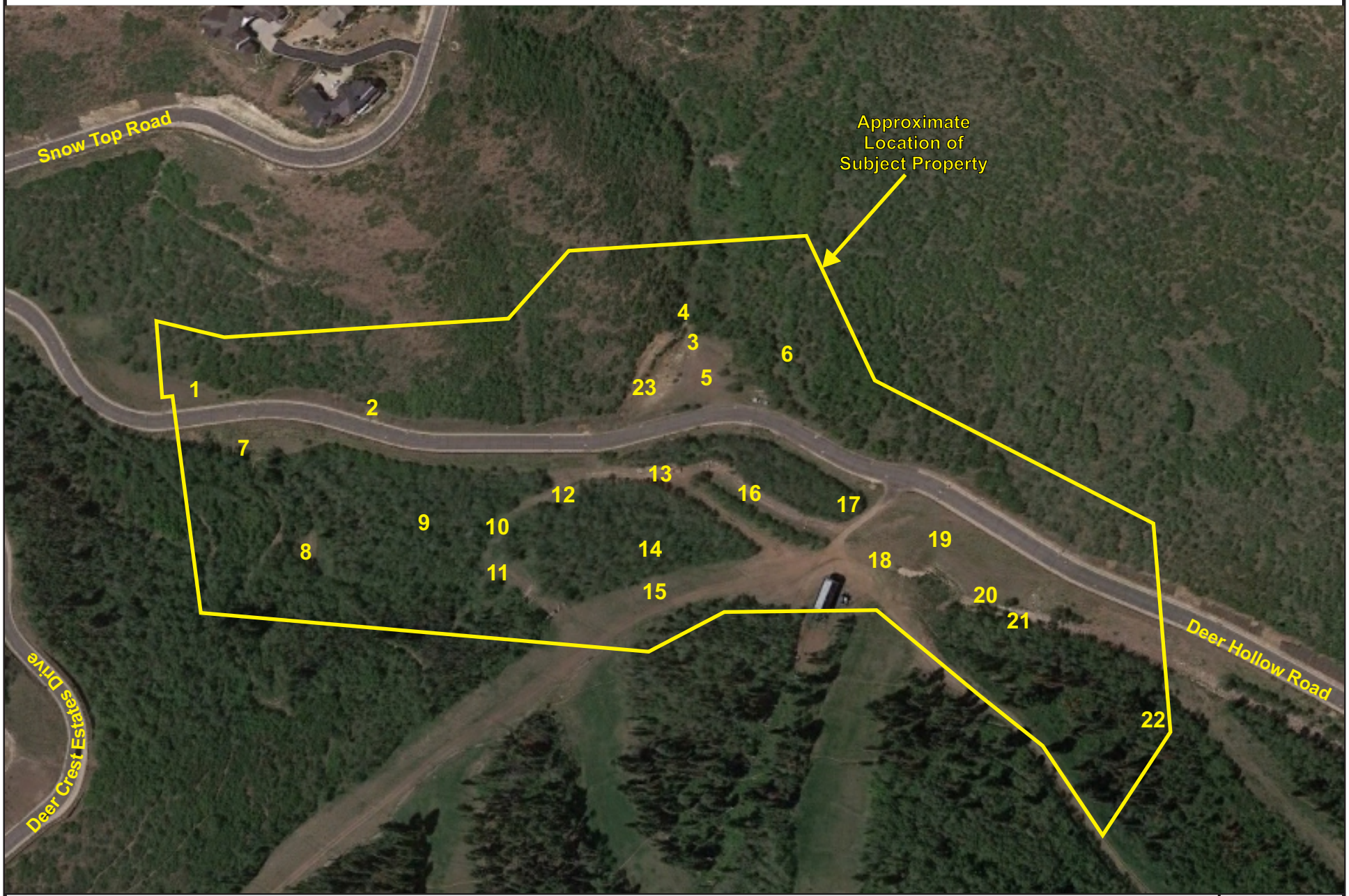

2018 XRF Sample Location Map | Figure 6

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WASATCH ENVIRONMENTAL

Appendix B

Site Photographs

Photo 1 - Northern subject property boundary from along Deer Hollow Road (north).

Photo 2 - Subject property from along the northern subject property boundary (northeast).

Photo 3 - Subject property from along Deer Hollow Road (east).

Photo 4 - Subject property from along the northern subject property boundary (southeast).

Photo 5 - Northern subject property boundary from along Deer Hollow Road (south).

Photo 6 - View of the subject property from the central portion of the subject property (west).

Photo 7 - View of the subject property from the central portion of the subject property (north).

Photo 8 - View of the subject property from the central portion of the subject property (east).

Photo 9 - View of the subject property from the central portion of the subject property (south).

Photo 10 - View of the subject property from the central portion of the subject property (southwest).

Photo 11 - View of the western portion of the subject property from the south-central portion of the subject property (southwest).

Photo 12 - View of the central portion of the subject property from the south-central portion of the subject property (north).

Photo 13 - View of the eastern portion of the subject property from the south-central portion of the subject property (east).

Photo 14 - Central portion of the subject property (northwest).

Photo 15 - Central portion of the subject property (southeast).

Photo 16 - Central portion of the subject property (northwest).

Photo 17 - Central portion of the subject property (east).

Photo 18 - Central portion of the subject property with ski lift improvements (east).

Photo 19 - Central portion of the subject property with ski lift improvements (west).

Photo 20 - Central portion of the subject property from along the eastern subject property boundary (northwest).

Photo 21 - Eastern subject property boundary (south).

Photo 22 - Ravine within the eastern portion of the subject property (northwest).

Photo 23 - Eastern subject property boundary from the southeastern portion (north).

Photo 24 - Subject property from the southeastern portion (northwest).

Photo 25 - Subject property from the southeastern portion (west).

Photo 26 - North adjoining vacant land properties (north).

Photo 27 - East adjoining vacant land properties (east).

Photo 28 - South adjoining vacant land and ski properties (south).

Photo 29 - West adjoining vacant land properties (west).

Appendix C

User Questionnaire

PROSPECTIVE PURCHASER
USER QUESTIONNAIRE

In order to qualify for one of the Landowner Liability Protections (LLPs)[1] offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments "),[2] the user must provide the following information (if available) to the environmental professional. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete.

Site Name: **Slalom Village aka Deer Hollow** Date: **11/16/2020**

Bill Fiveash - East West Partners, VP
Name and Title of Person Completing Questionnaire

(1.) Did a search of recorded land title records identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?

† No † Yes (Describe or attach information)

Title Report Attached

(2.) Did a search of recorded land title records identify any activity and use limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?

† No † Yes (Describe or attach information)

None known

(3.) Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

† No † Yes (Describe or attach information)

(4.) Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

† No † Yes (Describe or attach information)

Current land owner remains part of new partnership acquiring property

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

† No † Yes (Describe or attach information)

[1] *Landowner Liability Protections*, or *LLPs*, is the term used to describe the three types of potential defenses to Superfund liability in EPA's *Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchaser, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability* ("*Common Elements*" Guide) issued on March 6, 2003.

[2] P.L. 107-118.

(5.) Are you aware of commonly known or reasonably ascertainable information about the property (such as any prior Phase I Environmental Site Assessments) that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,

(a.) Do you know the past uses of the property?

† No † Yes (Describe or attach information)

Access road for existing subdivision as well as recreational open space used for skiing and ski facilities

(b.) Do you know of specific chemicals that are present or once were present at the property?

† No † Yes (Describe or attach information)

(c.) Do you know of spills or other chemical releases that have taken place at the property?

† No † Yes (Describe or attach information)

(d.) Do you know of any environmental cleanups that have taken place at the property?

† No † Yes (Describe or attach information)

(6.) Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?

† No † Yes (Describe or attach information)

(7.) Are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in connection with the property; or any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in connection with the property?

† No † Yes (Describe or attach information)

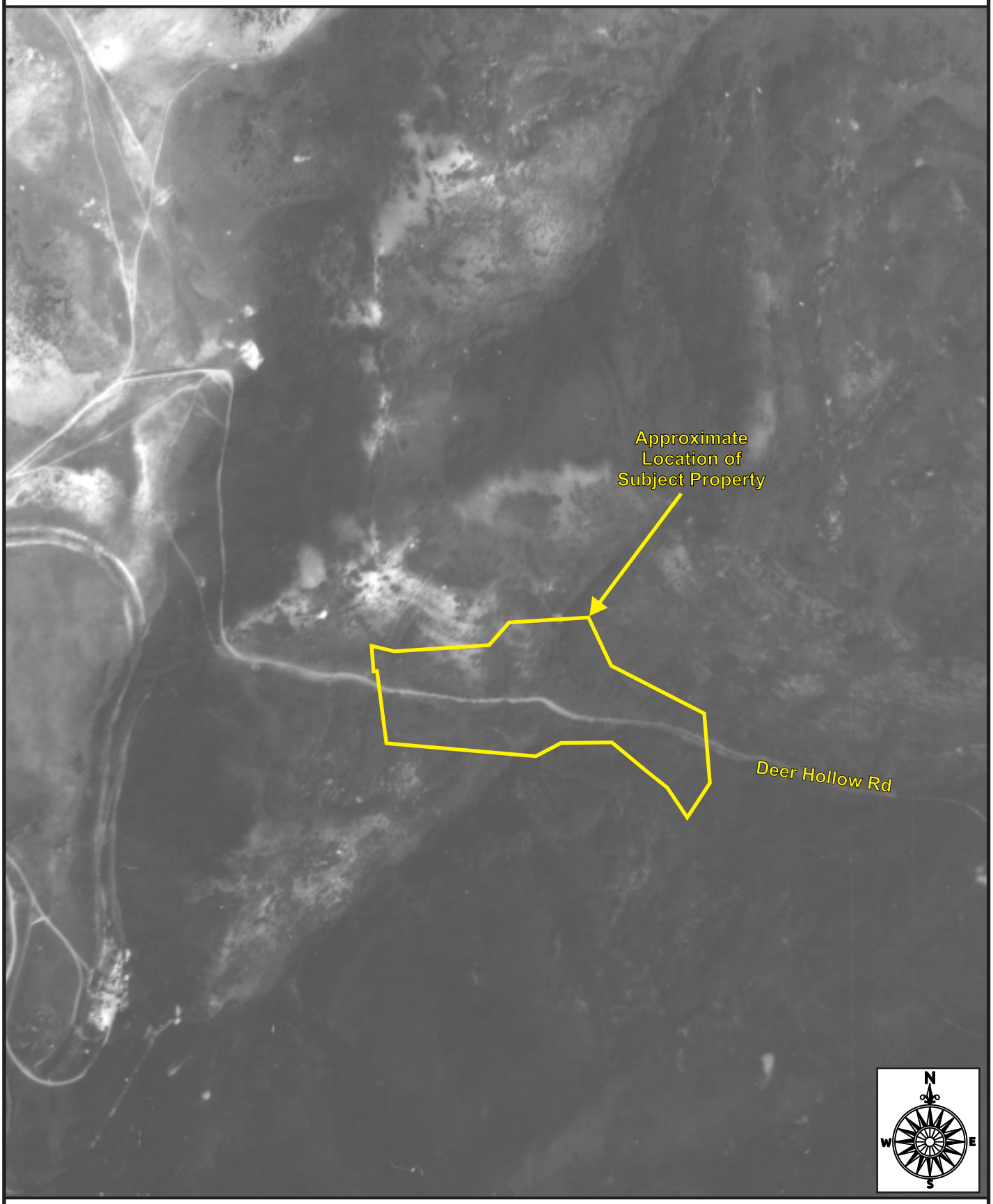
(8.) Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?

† No † Yes (Describe or attach information)

Appendix D

Historical Aerial Photographs and Topographic Maps

SLALOM VILLAGE WEI 2322-001A



1938 Aerial Photograph

WASATCH ENVIRONMENTAL

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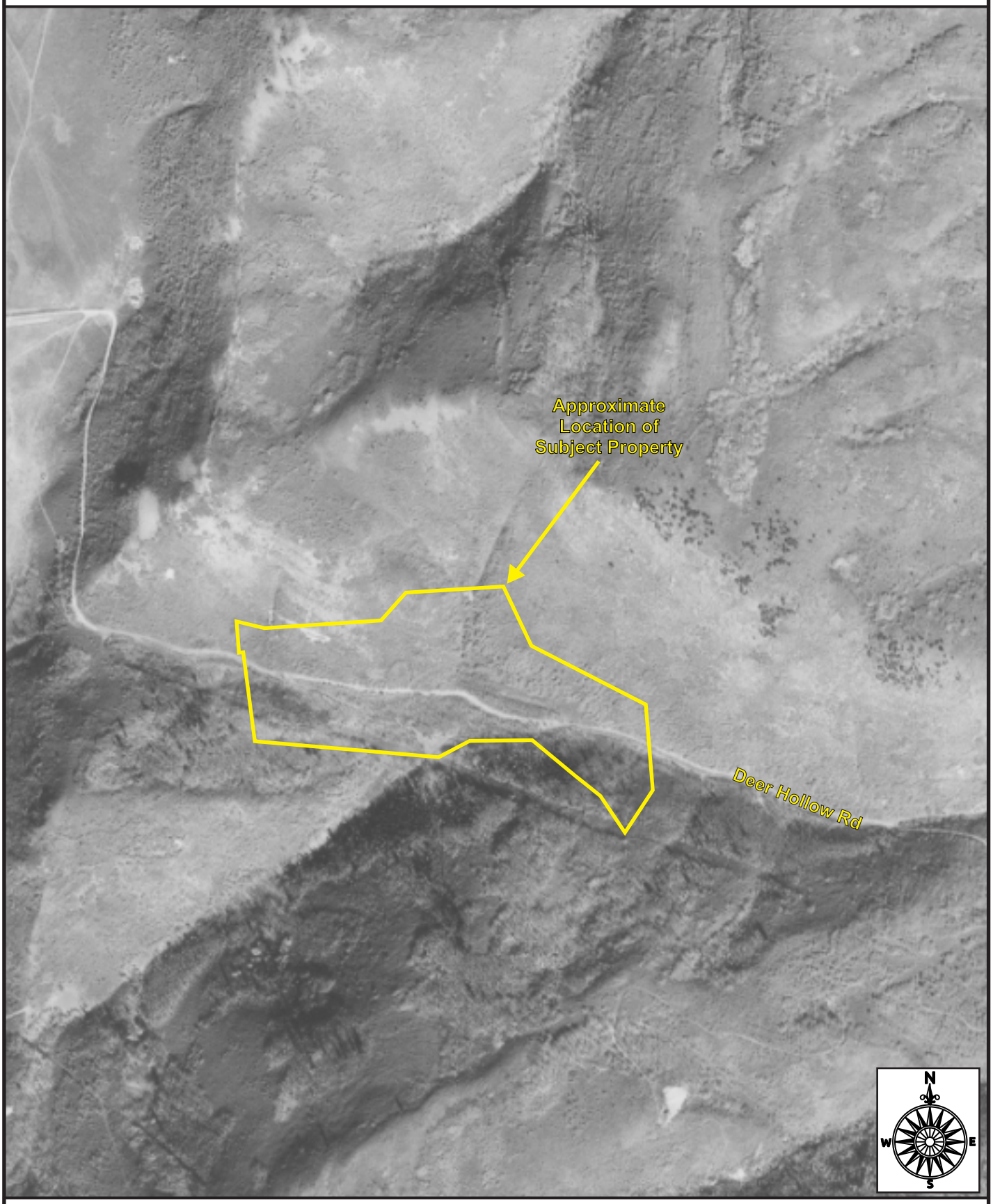

1952 Aerial Photograph

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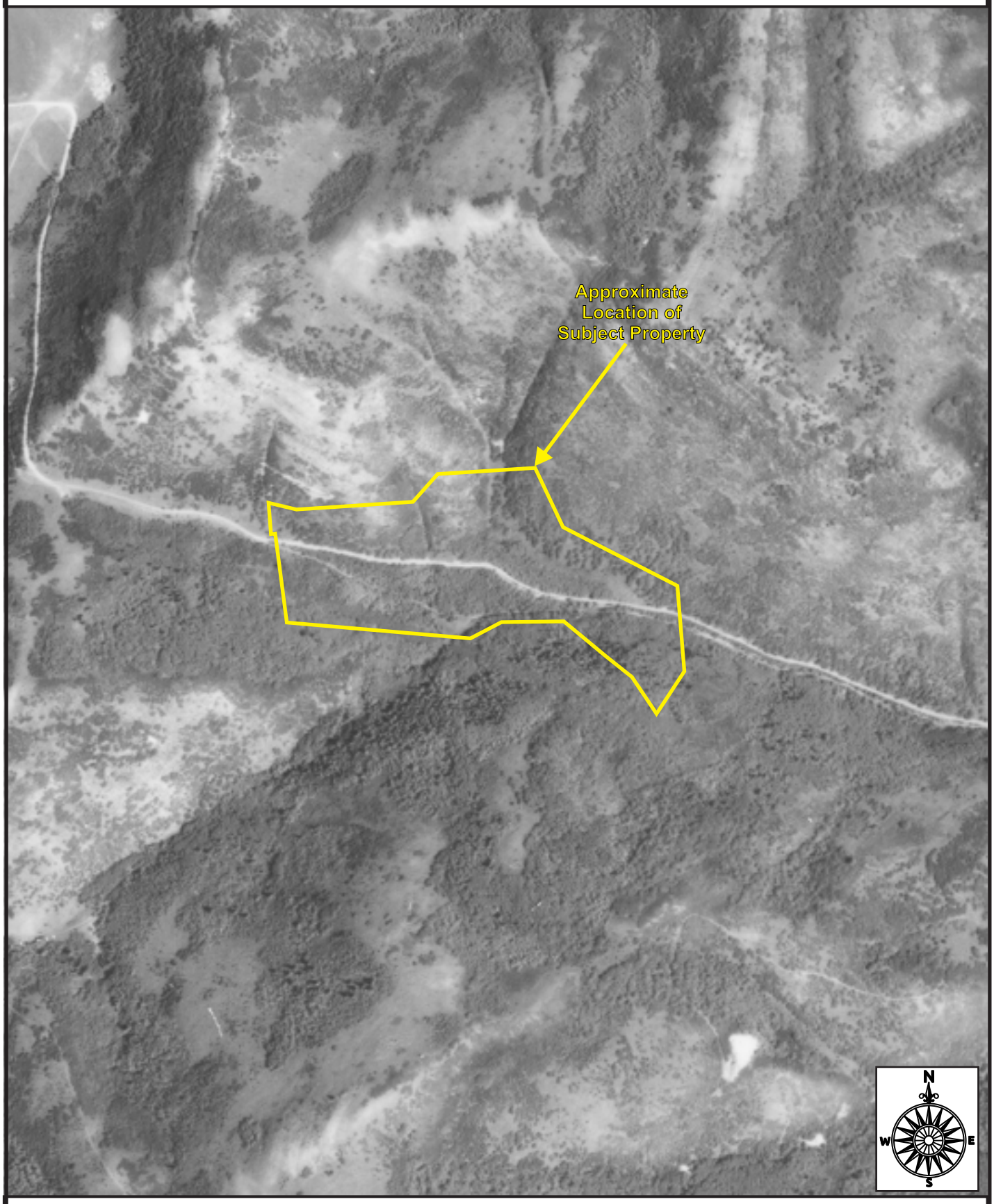

1962 Aerial Photograph

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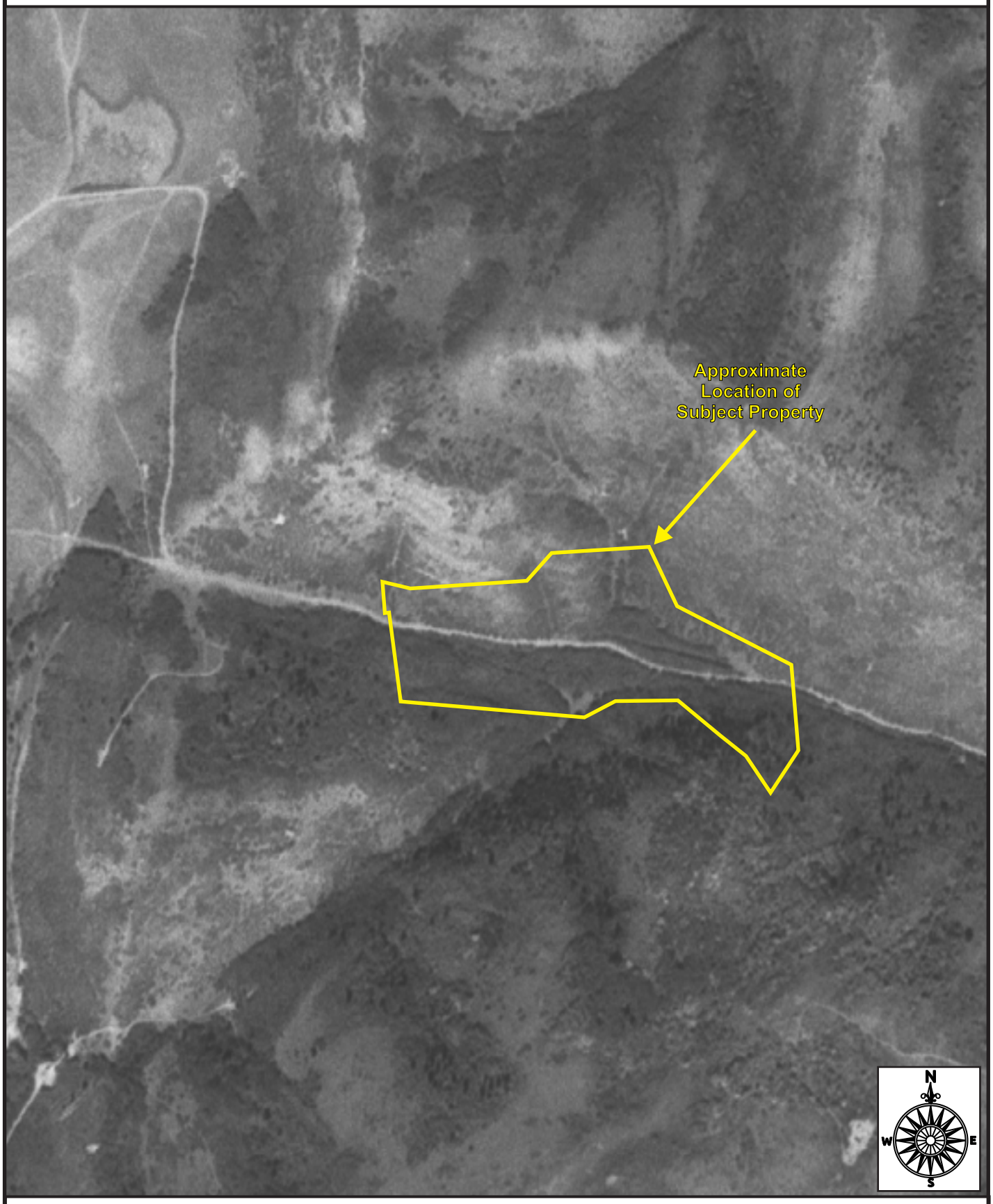

1976 Aerial Photograph

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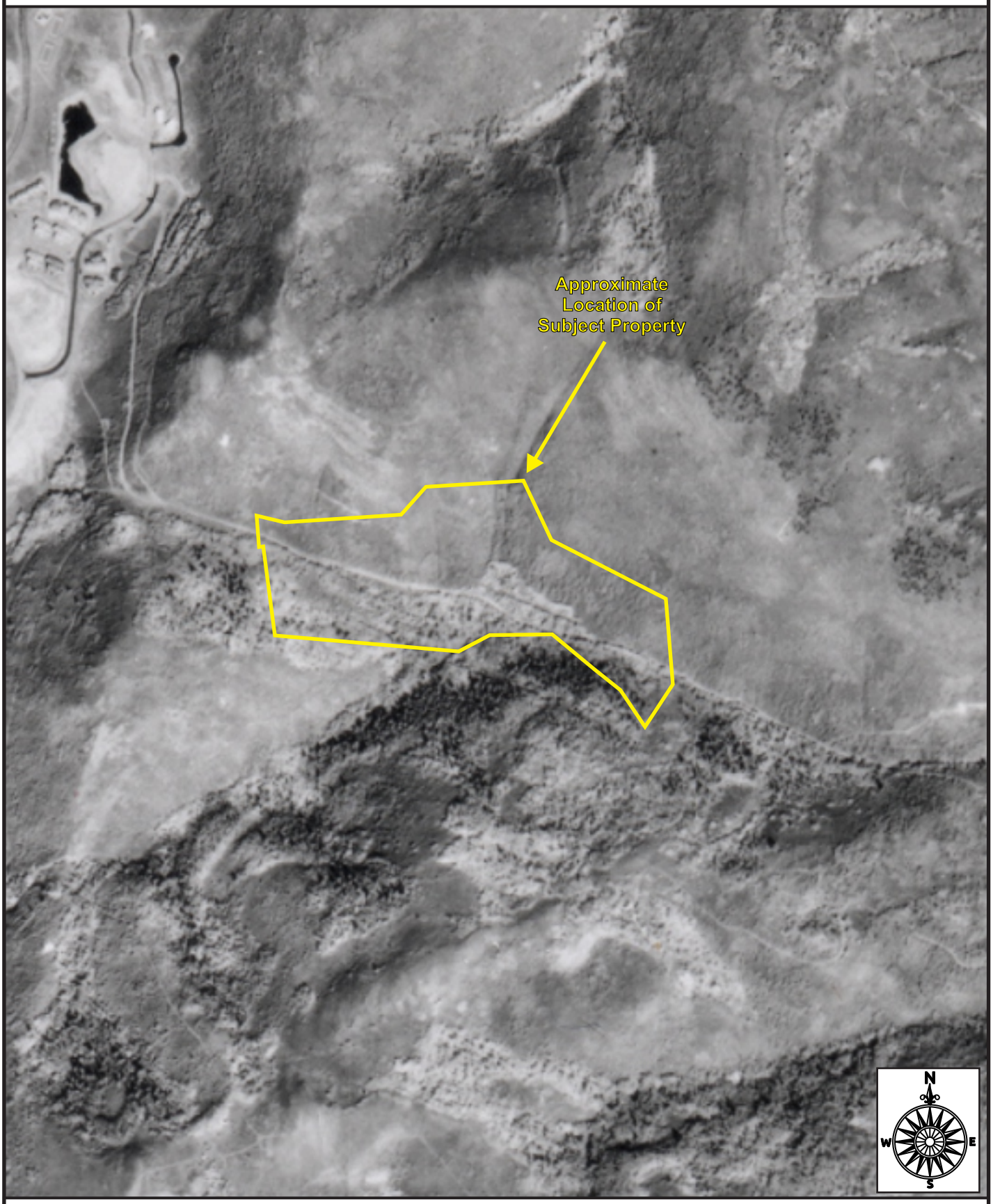

1987 Aerial Photograph

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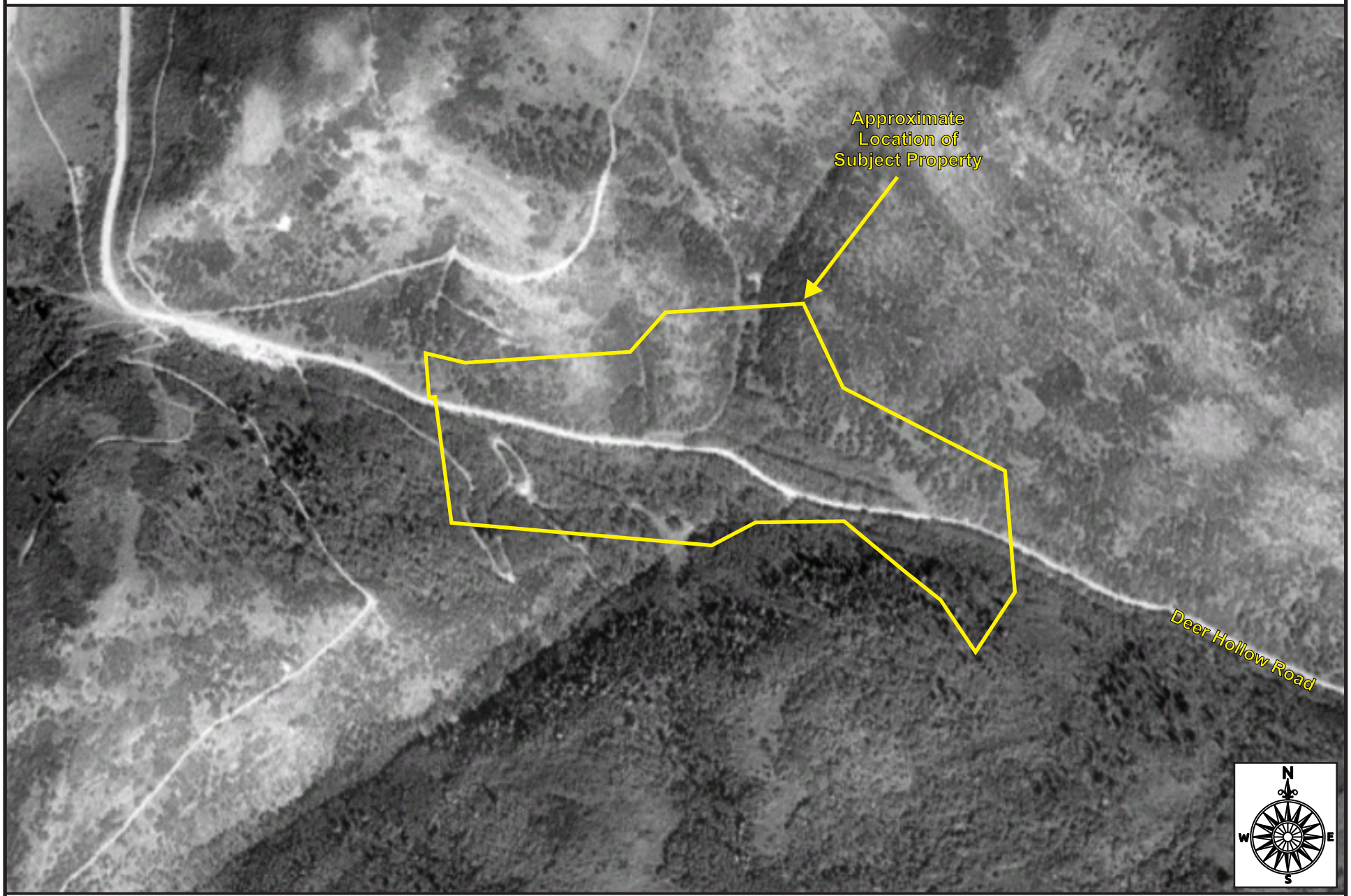

1993 Aerial Photograph

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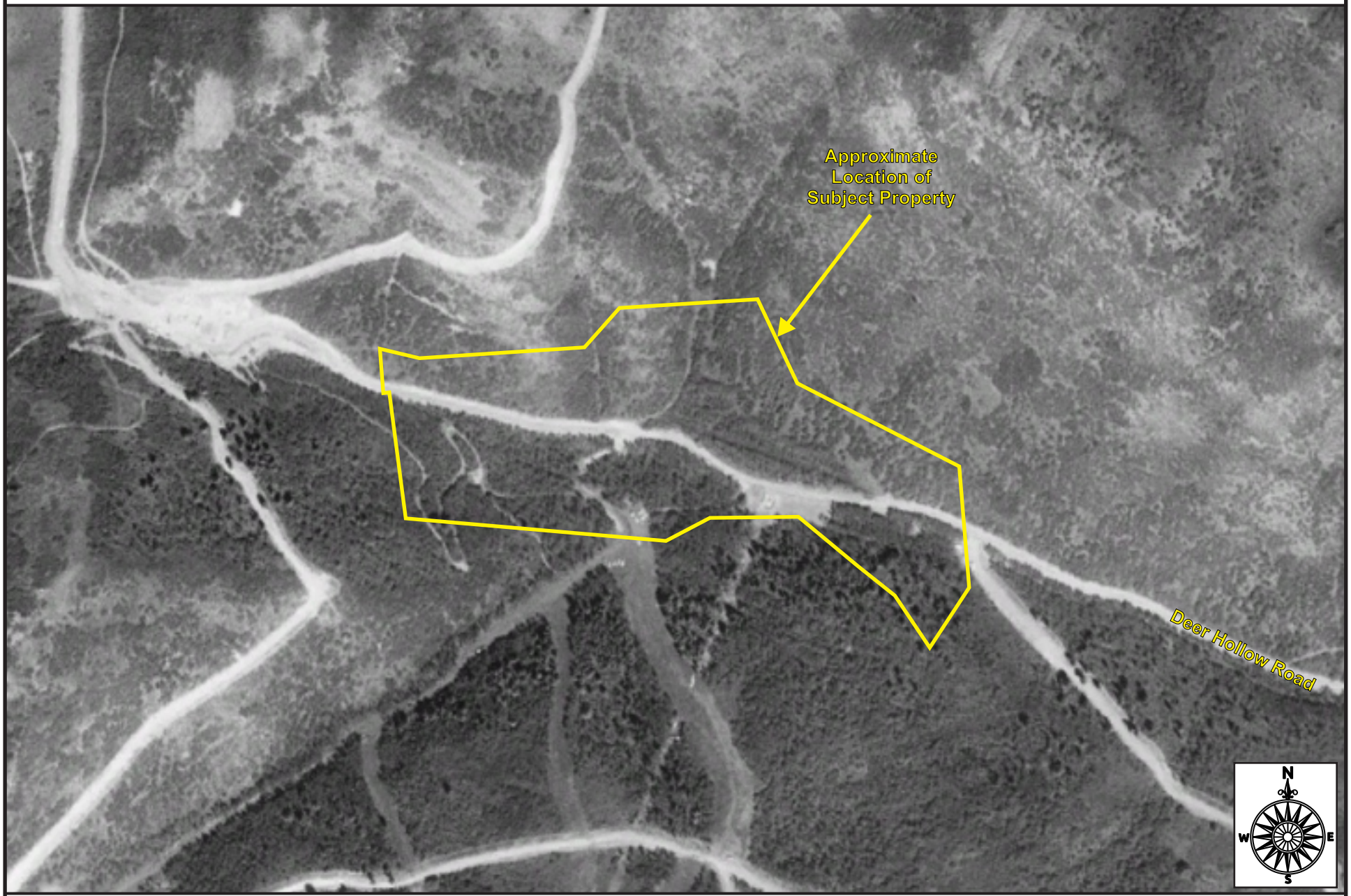

1997 Aerial Photograph

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2002 Aerial Photograph

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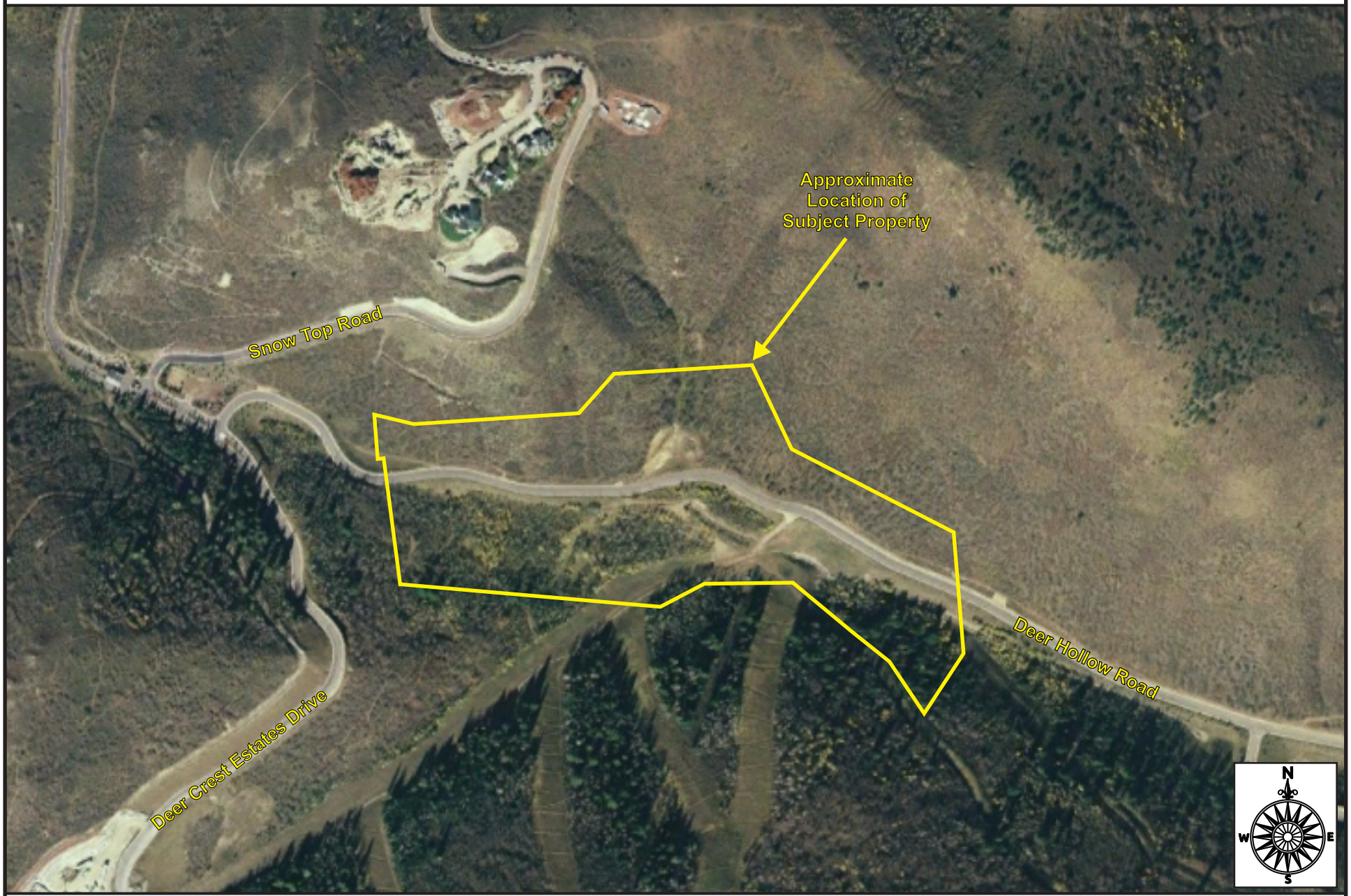

2006 Aerial Photograph

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2013 Aerial Photograph

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SLALOM VILLAGE WEI 2322-001A

2017 Aerial Photograph

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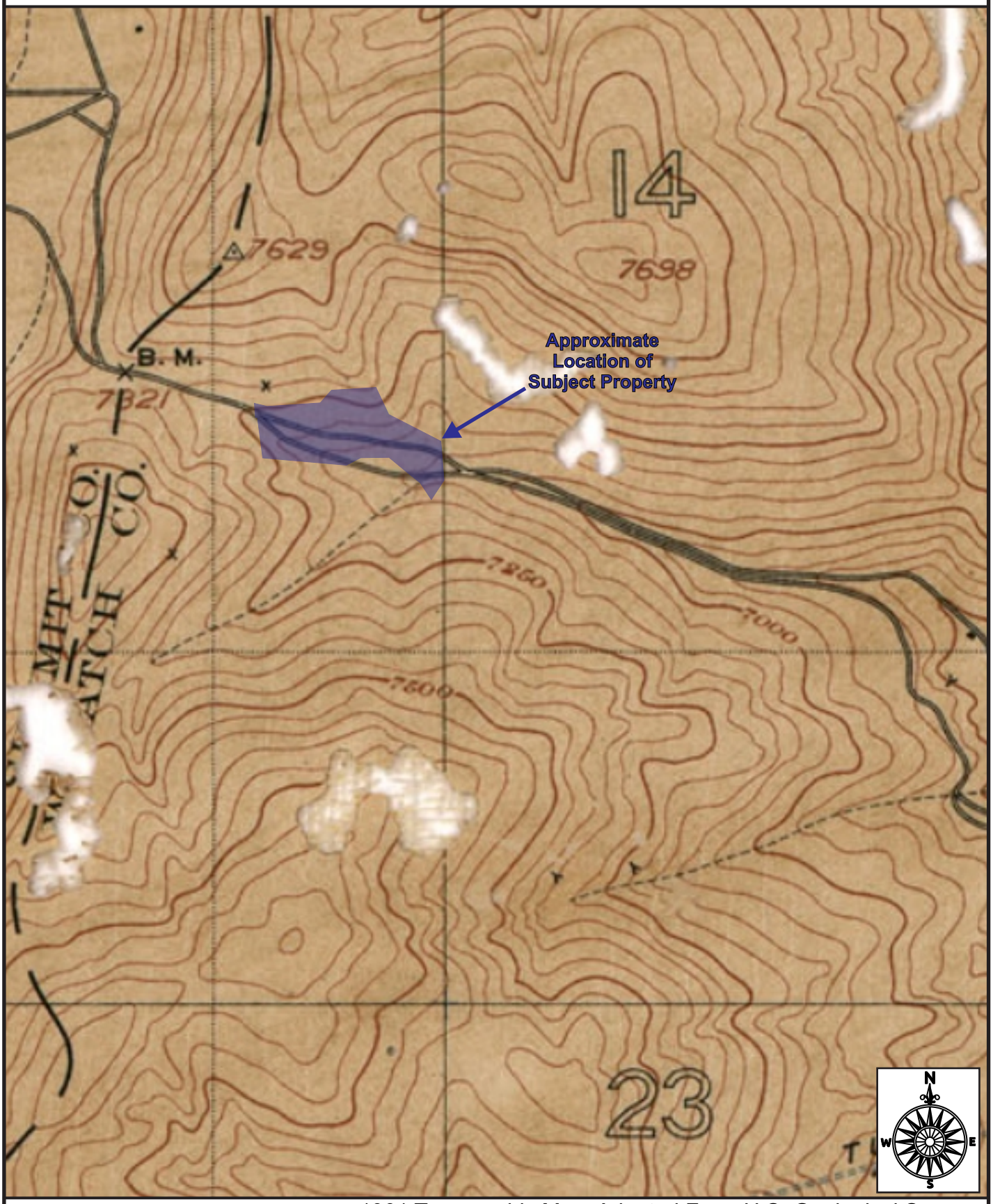

1901 Topographic Map, Adapted From U.S. Geological Survey
Park City Special, Utah 7.5 Minute Quadrangle

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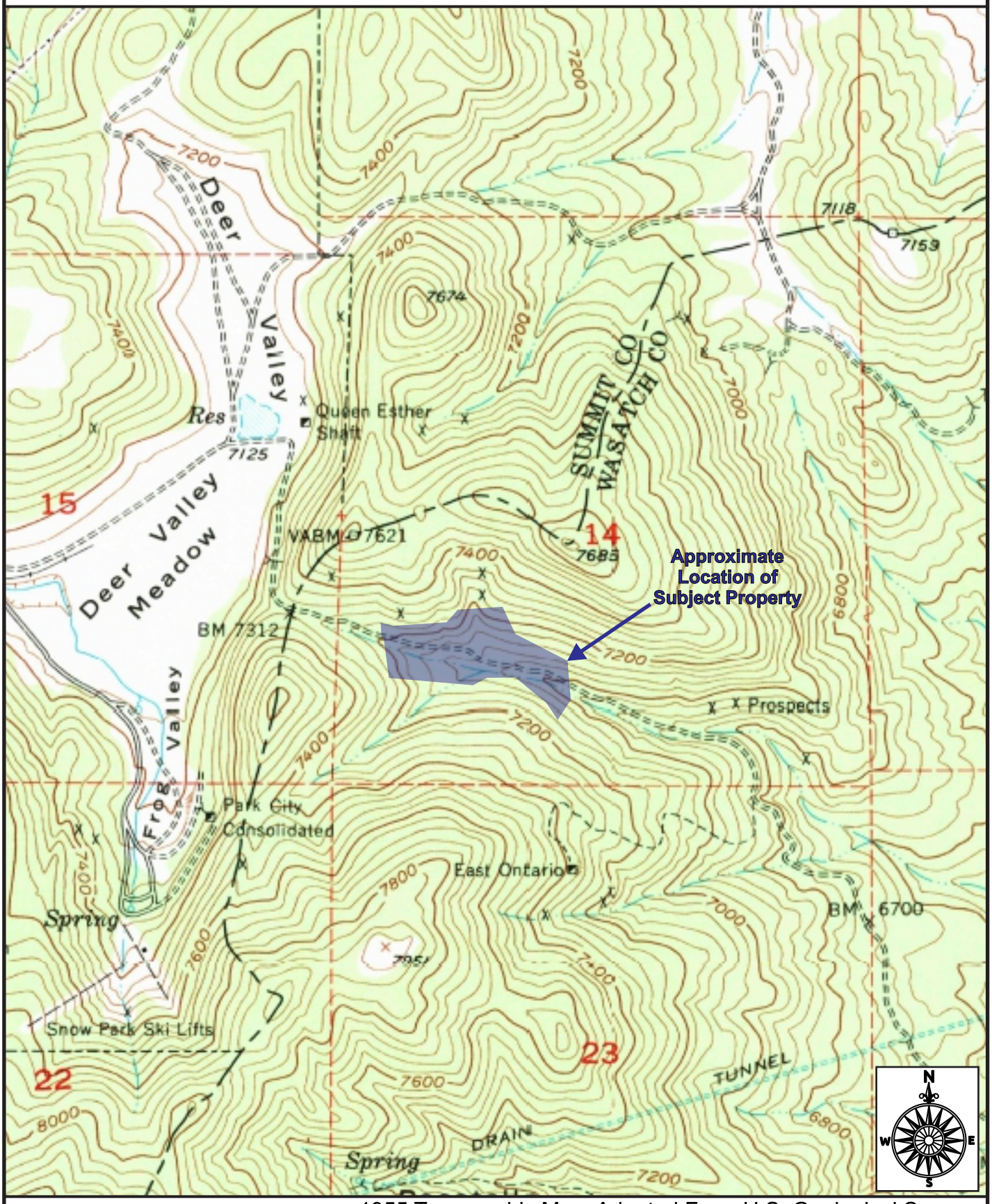

1955 Topographic Map, Adapted From U.S. Geological Survey
Park City East, Utah 7.5 Minute Quadrangle

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Appendix E

Government Database Information

West Deer Hollow Road
Deer Hollow Road
Park City, UT 84060

Inquiry Number: 6248441.2s
October 30, 2020

The EDR Radius Map™ Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	8
Orphan Summary	9
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

GeoCheck - Not Requested

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

DEER HOLLOW ROAD
PARK CITY, UT 84060

COORDINATES

Latitude (North):	40.6420490 - 40° 38' 31.37''
Longitude (West):	111.4668480 - 111° 28' 0.65''
Universal Tranverse Mercator:	Zone 12
UTM X (Meters):	460524.6
UTM Y (Meters):	4498916.0
Elevation:	7089 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	6009015 PARK CITY EAST, UT
Version Date:	2014
South Map:	6008695 HEBER CITY, UT
Version Date:	2014

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20140701
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
DEER HOLLOW ROAD
PARK CITY, UT 84032

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION

NO MAPPED SITES FOUND

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL ---------- National Priority List
Proposed NPL ---------- Proposed National Priority List Sites
NPL LIENS ---------- Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL ---------- National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY ---------- Federal Facility Site Information listing
SEMS ---------- Superfund Enterprise Management System

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE ---------- Superfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list

CORRACTS ---------- Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF ---------- RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG ---------- RCRA - Large Quantity Generators
RCRA-SQG ---------- RCRA - Small Quantity Generators
RCRA-VSQG ---------- RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

Federal institutional controls / engineering controls registries

LUCIS ---------- Land Use Control Information System

US ENG CONTROLS..... Engineering Controls Sites List
US INST CONTROLS..... Institutional Controls Sites List

Federal ERNS list

ERNS..... Emergency Response Notification System

State- and tribal - equivalent CERCLIS

SHWS..... This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.

State and tribal landfill and/or solid waste disposal site lists

SWF/LF..... List of Landfills

State and tribal leaking storage tank lists

LAST..... Leaking Aboveground Storage Tank Sites
LUST..... Sites with Leaking Underground Storage Tanks
INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

FEMA UST..... Underground Storage Tank Listing
UST..... List of Sites with Underground Storage Tanks
AST..... Listing of Aboveground Storage Tanks
INDIAN UST..... Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

INST CONTROL..... Sites with Institutional Controls

State and tribal voluntary cleanup sites

INDIAN VCP..... Voluntary Cleanup Priority Listing
VCP..... Voluntary Cleanup Sites List

State and tribal Brownfields sites

BROWNFIELDS..... Brownfields Assessment Sites Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
ODI..... Open Dump Inventory
IHS OPEN DUMPS..... Open Dumps on Indian Land

EXECUTIVE SUMMARY

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL	Delisted National Clandestine Laboratory Register
CDL	Methamphetamine Contaminated Properties Listing
US CDL	National Clandestine Laboratory Register
PFAS	PFAS Site Information Listing

Local Land Records

LIENS 2	CERCLA Lien Information

Records of Emergency Release Reports

HMIRS	Hazardous Materials Information Reporting System
SPILLS	Spills Data
SPILLS 90	SPILLS 90 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated
FUDS	Formerly Used Defense Sites
DOD	Department of Defense Sites
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR	Financial Assurance Information
EPA WATCH LIST	EPA WATCH LIST
2020 COR ACTION	2020 Corrective Action Program List
TSCA	Toxic Substances Control Act
TRIS	Toxic Chemical Release Inventory System
SSTS	Section 7 Tracking Systems
ROD	Records Of Decision
RMP	Risk Management Plans
RAATS	RCRA Administrative Action Tracking System
PRP	Potentially Responsible Parties
PADS	PCB Activity Database System
ICIS	Integrated Compliance Information System
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS	Material Licensing Tracking System
COAL ASH DOE	Steam-Electric Plant Operation Data
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER	PCB Transformer Registration Database
RADINFO	Radiation Information Database
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS	Incident and Accident Data
CONSENT	Superfund (CERCLA) Consent Decrees
INDIAN RESERV	Indian Reservations
FUSRAP	Formerly Utilized Sites Remedial Action Program
UMTRA	Uranium Mill Tailings Sites
LEAD SMELTERS	Lead Smelter Sites
US AIRS	Aerometric Information Retrieval System Facility Subsystem
US MINES	Mines Master Index File
ABANDONED MINES	Abandoned Mines
FINDS	Facility Index System/Facility Registry System
UXO	Unexploded Ordnance Sites

DOCKET HWC ---------- Hazardous Waste Compliance Docket Listing
ECHO ---------- Enforcement & Compliance History Information
FUELS PROGRAM ---------- EPA Fuels Program Registered Listing
EMI ---------- Division of Air Quality
DRYCLEANERS ---------- Registered Drycleaners
EWA ---------- Enforceable Written Assurances
Financial Assurance ---------- Financial Assurance Information Listing
FUDS ---------- Formerly Used Defense Sites
MMRP ---------- Military Munitions Response Program
NPDES ---------- Permitted Facilities Listing
TIER 2 ---------- Tier 2 Facility Listing
UIC ---------- UIC Site Location Listing
UOPF ---------- Used Oil Permitted Facilities
MINES MRDS ---------- Mineral Resources Data System

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP ---------- EDR Proprietary Manufactured Gas Plants
EDR Hist Auto ---------- EDR Exclusive Historical Auto Stations
EDR Hist Cleaner ---------- EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LF ---------- Recovered Government Archive Solid Waste Facilities List
RGA LUST ---------- Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

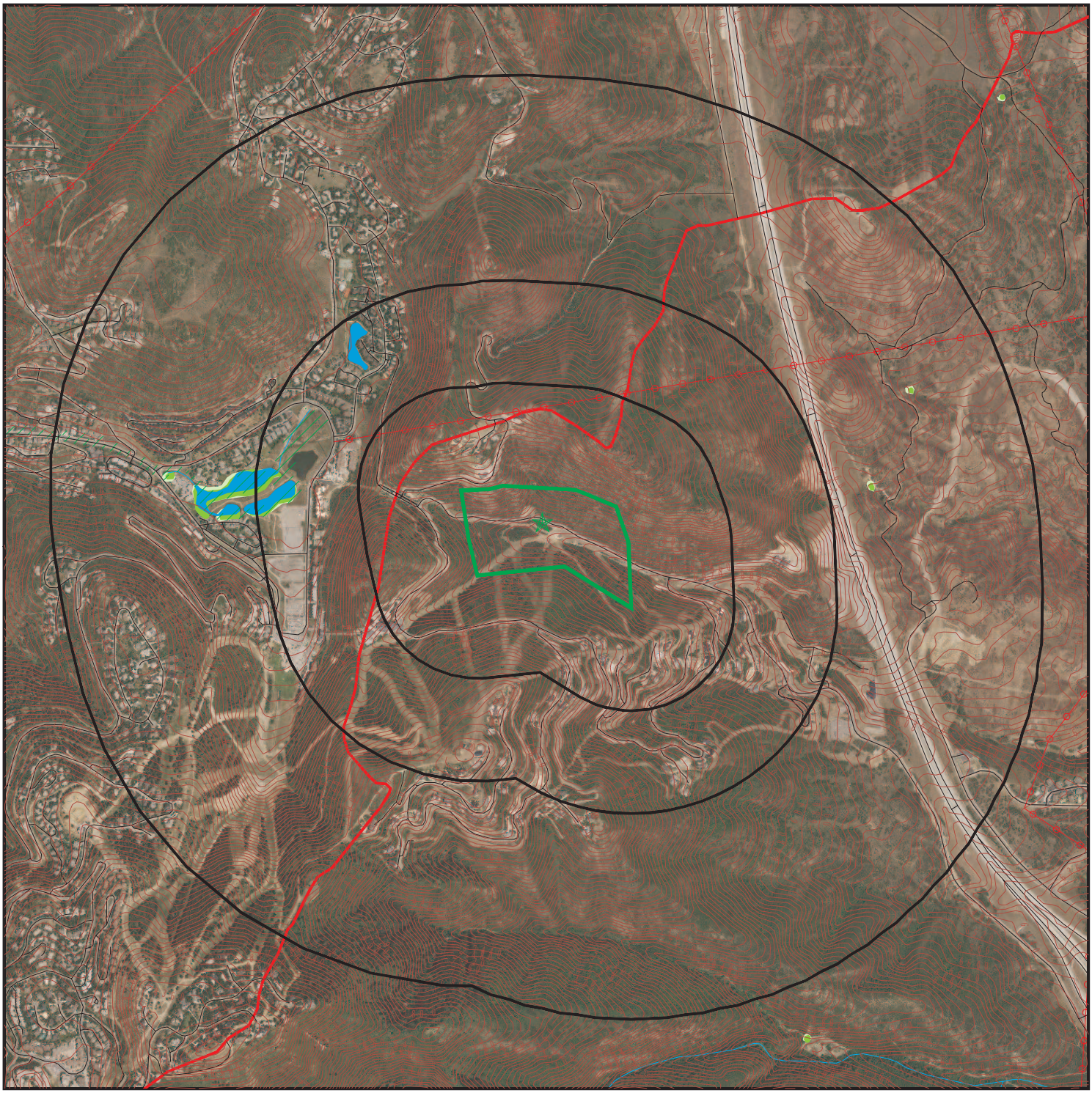
Surrounding sites were not identified.

Unmappable (orphan) sites are not considered in the foregoing analysis.

EXECUTIVE SUMMARY

There were no unmapped sites in this report.

OVERVIEW MAP - 6248441.2S



Target Property
Sites at elevations higher than or equal to the target property
Sites at elevations lower than the target property
Manufactured Gas Plants
National Priority List Sites
Dept. Defense Sites

0 1/4 1/2 1 Miles

Indian Reservations BIA
County Boundary
Power transmission lines
Special Flood Hazard Area (1%)
0.2% Annual Chance Flood Hazard
National Wetland Inventory
State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	West Deer Hollow Road	CLIENT:	Wasatch Environmental, Inc.
ADDRESS:	Deer Hollow Road Park City UT 84060	CONTACT:	Sean Thal
		INQUIRY #:	6248441.2s
LAT/LONG:	40.642049 / 111.466848	DATE:	October 30, 2020 4:34 pm

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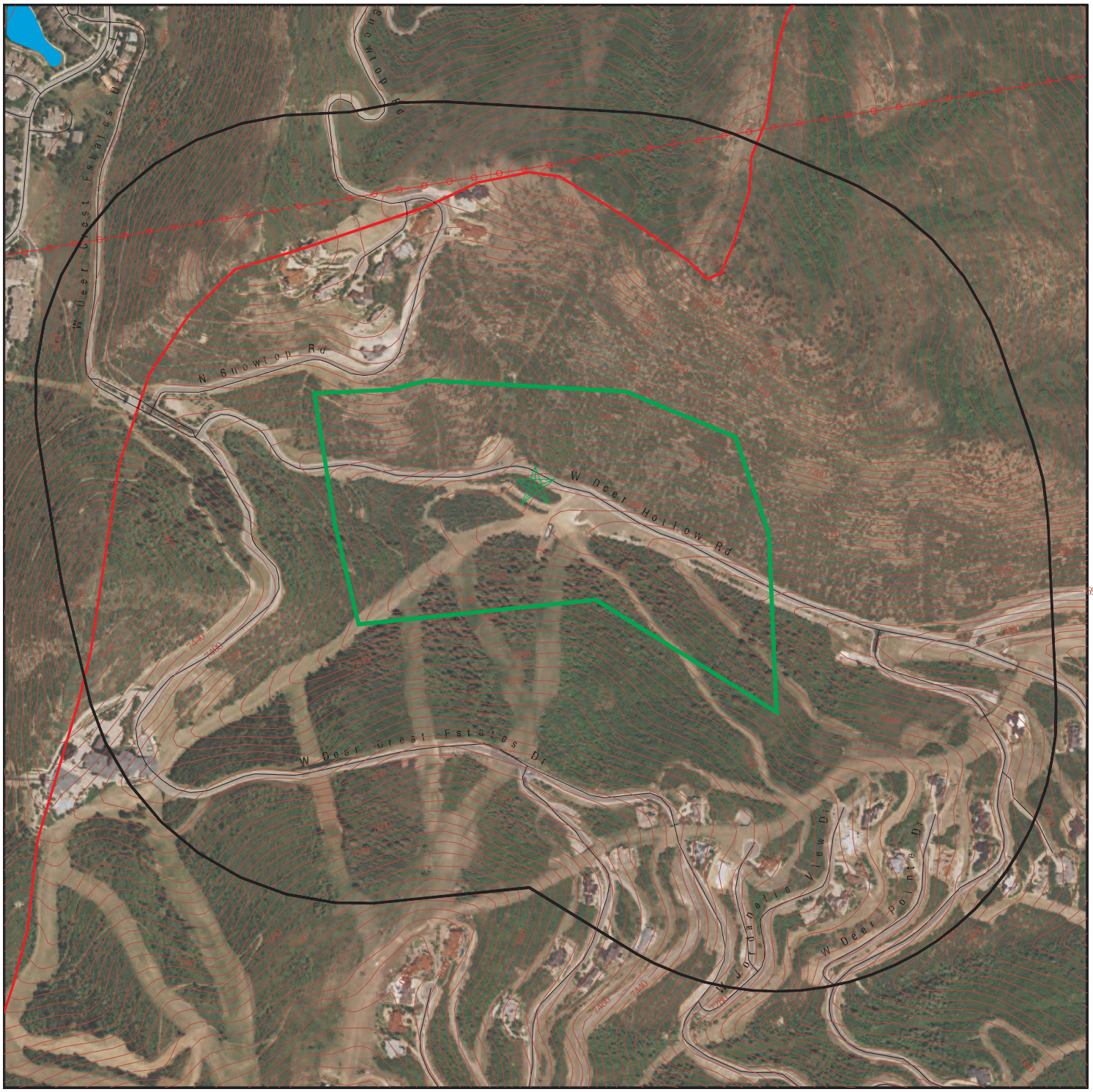
DETAIL MAP - 6248441.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

Sensitive Receptors

National Priority List Sites

Dept. Defense Sites

0 1/16 1/8 1/4 Miles

Indian Reservations BIA

County Boundary

Power transmission lines

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	West Deer Hollow Road	CLIENT:	Wasatch Environmental, Inc.
ADDRESS:	Deer Hollow Road Park City UT 84060	CONTACT:	Sean Thal
		INQUIRY #:	6248441.2s
LAT/LONG:	40.642049 / 111.466848	DATE:	October 30, 2020 4:35 pm

Copyright © 2020 EDR, Inc. © 2015 TomTom Rel. 2015.

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
Federal Delisted NPL site list								
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Federal CERCLIS NFRAP site list								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	0.001		0	NR	NR	NR	NR	0
State- and tribal - equivalent CERCLIS								
SHWS	N/A		N/A	N/A	N/A	N/A	N/A	N/A
State and tribal landfill and/or solid waste disposal site lists								
SWF/LF	0.500		0	0	0	NR	NR	0
State and tribal leaking storage tank lists								
LAST	0.500		0	0	0	NR	NR	0
LUST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
INST CONTROL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
CDL	0.001		0	NR	NR	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
PFAS	0.500		0	0	0	NR	NR	0
Local Land Records								
LIENS 2	0.001		0	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	0.001		0	NR	NR	NR	NR	0
SPILLS	0.001		0	NR	NR	NR	NR	0
SPILLS 90	0.001		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
ECHO	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
EMI	0.001		0	NR	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
EWA	0.001		0	NR	NR	NR	NR	0
Financial Assurance	0.001		0	NR	NR	NR	NR	0
FUDS	0.001		0	NR	NR	NR	NR	0
MMRP	0.001		0	NR	NR	NR	NR	0
NPDES	0.001		0	NR	NR	NR	NR	0
TIER 2	0.001		0	NR	NR	NR	NR	0
UIC	0.001		0	NR	NR	NR	NR	0
UOPF	0.001		0	NR	NR	NR	NR	0
MINES MRDS	0.001		0	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LF	0.001		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
RGA LUST	0.001		0	NR	NR	NR	NR	0
- Totals --		0	0	0	0	0	0	0

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

N/A = This State does not maintain a SHWS list. See the Federal CERCLIS list.

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number

MAP FINDINGS

NO SITES FOUND

Count: 0 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
		NO SITES FOUND			

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 07/29/2020
Date Data Arrived at EDR: 08/03/2020
Date Made Active in Reports: 08/25/2020
Number of Days to Update: 22

Source: EPA
Telephone: N/A
Last EDR Contact: 10/01/2020
Next Scheduled EDR Contact: 01/11/2021
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 07/29/2020
Date Data Arrived at EDR: 08/03/2020
Date Made Active in Reports: 08/25/2020
Number of Days to Update: 22

Source: EPA
Telephone: N/A
Last EDR Contact: 10/02/2020
Next Scheduled EDR Contact: 01/11/2021
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 07/29/2020
Date Data Arrived at EDR: 08/03/2020
Date Made Active in Reports: 08/25/2020
Number of Days to Update: 22

Source: EPA
Telephone: N/A
Last EDR Contact: 10/01/2020
Next Scheduled EDR Contact: 01/11/2021
Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 04/03/2019
Date Data Arrived at EDR: 04/05/2019
Date Made Active in Reports: 05/14/2019
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 10/02/2020
Next Scheduled EDR Contact: 01/11/2021
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 07/29/2020
Date Data Arrived at EDR: 08/03/2020
Date Made Active in Reports: 08/25/2020
Number of Days to Update: 22

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 10/02/2020
Next Scheduled EDR Contact: 01/25/2021
Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 07/29/2020
Date Data Arrived at EDR: 08/03/2020
Date Made Active in Reports: 08/25/2020
Number of Days to Update: 22

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 10/06/2020
Next Scheduled EDR Contact: 01/25/2021
Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/22/2020
Date Made Active in Reports: 09/17/2020
Number of Days to Update: 87

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 09/22/2020
Next Scheduled EDR Contact: 01/04/2021
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/22/2020
Date Made Active in Reports: 09/18/2020
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 303-312-6149
Last EDR Contact: 09/22/2020
Next Scheduled EDR Contact: 01/04/2021
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/22/2020
Date Made Active in Reports: 09/18/2020
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 303-312-6149
Last EDR Contact: 09/22/2020
Next Scheduled EDR Contact: 01/04/2021
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/22/2020
Date Made Active in Reports: 09/18/2020
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 303-312-6149
Last EDR Contact: 09/22/2020
Next Scheduled EDR Contact: 01/04/2021
Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/22/2020
Date Made Active in Reports: 09/18/2020
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 303-312-6149
Last EDR Contact: 09/22/2020
Next Scheduled EDR Contact: 01/04/2021
Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/15/2020
Date Data Arrived at EDR: 05/19/2020
Date Made Active in Reports: 06/18/2020
Number of Days to Update: 30

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 08/04/2020
Next Scheduled EDR Contact: 11/23/2020
Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 02/13/2020
Date Data Arrived at EDR: 02/20/2020
Date Made Active in Reports: 05/15/2020
Number of Days to Update: 85

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 08/24/2020
Next Scheduled EDR Contact: 12/07/2020
Data Release Frequency: Varies

US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 02/13/2020
Date Data Arrived at EDR: 02/20/2020
Date Made Active in Reports: 05/15/2020
Number of Days to Update: 85

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 08/24/2020
Next Scheduled EDR Contact: 12/07/2020
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/22/2020
Date Made Active in Reports: 09/17/2020
Number of Days to Update: 87

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 09/22/2020
Next Scheduled EDR Contact: 01/04/2021
Data Release Frequency: Quarterly

State- and tribal - equivalent CERCLIS

SHWS: This state does not maintain a SHWS list. See the Federal CERCLIS list and Federal NPL list.

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: Department of Environmental Quality
Telephone: 801-536-4100
Last EDR Contact: 10/14/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: N/A

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: List of Landfills

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 09/30/2020
Date Data Arrived at EDR: 09/30/2020
Date Made Active in Reports: 10/06/2020
Number of Days to Update: 6

Source: Department of Environmental Quality
Telephone: 801-538-6170
Last EDR Contact: 09/30/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: Semi-Annually

State and tribal leaking storage tank lists

LAST: Leaking Aboveground Storage Tank Sites

A listing of leaking aboveground storage tank locations.

Date of Government Version: 05/18/2020
Date Data Arrived at EDR: 05/29/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 75

Source: Department of Environmental Quality
Telephone: 801-536-4141
Last EDR Contact: 08/26/2020
Next Scheduled EDR Contact: 12/14/2020
Data Release Frequency: Varies

LUST: Sites with Leaking Underground Storage Tanks

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 07/13/2020
Date Data Arrived at EDR: 07/15/2020
Date Made Active in Reports: 09/30/2020
Number of Days to Update: 77

Source: Department of Environmental Quality
Telephone: 801-536-4115
Last EDR Contact: 10/14/2020
Next Scheduled EDR Contact: 01/25/2021
Data Release Frequency: Quarterly

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/14/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84
Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 04/14/2020
Date Data Arrived at EDR: 05/26/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 78
Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/08/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84
Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/14/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84
Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/14/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84
Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/08/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84
Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/29/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84
Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/15/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing
A listing of all FEMA owned underground storage tanks.

Date of Government Version: 02/01/2020
Date Data Arrived at EDR: 03/19/2020
Date Made Active in Reports: 06/09/2020
Number of Days to Update: 82

Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 10/01/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: Varies

UST: List of Sites with Underground Storage Tanks
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 07/13/2020
Date Data Arrived at EDR: 07/15/2020
Date Made Active in Reports: 09/30/2020
Number of Days to Update: 77

Source: Department of Environmental Quality
Telephone: 801-536-4115
Last EDR Contact: 10/14/2020
Next Scheduled EDR Contact: 01/25/2021
Data Release Frequency: Quarterly

AST: Listing of Aboveground Storage Tanks
Aboveground storage tank site locations.

Date of Government Version: 05/29/2020
Date Data Arrived at EDR: 05/29/2020
Date Made Active in Reports: 08/11/2020
Number of Days to Update: 74

Source: Department of Environmental Quality
Telephone: 801-536-4100
Last EDR Contact: 08/26/2020
Next Scheduled EDR Contact: 12/14/2020
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/08/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/03/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 04/08/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/14/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 04/14/2020
Date Data Arrived at EDR: 05/26/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 78

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/14/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/13/2020
Number of Days to Update: 85

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/29/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/14/2020
Date Data Arrived at EDR: 05/20/2020
Date Made Active in Reports: 08/12/2020
Number of Days to Update: 84

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 10/23/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

State and tribal institutional control / engineering control registries

INST CONTROL: Sites with Institutional Controls
Sites included on the Brownfields Sites listing that have institutional controls in place.

Date of Government Version: 07/20/2020
Date Data Arrived at EDR: 07/21/2020
Date Made Active in Reports: 10/06/2020
Number of Days to Update: 77
Source: Department of Environmental Quality
Telephone: 801-536-4100
Last EDR Contact: 10/20/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

State and tribal voluntary cleanup sites

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142
Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 09/16/2020
Next Scheduled EDR Contact: 01/04/2021
Data Release Frequency: Varies

VCP: Voluntary Cleanup Sites List
The purpose of the program is to encourage the voluntary cleanup of sites where there has been a contaminant release threatening public health and the environment, thereby removing the stigma attached to these sites which blocks economic redevelopment. Voluntary cleanup of these sites will hopefully result in clearing the pathway for returning these properties to beneficial use.

Date of Government Version: 02/06/2020
Date Data Arrived at EDR: 02/12/2020
Date Made Active in Reports: 04/23/2020
Number of Days to Update: 71
Source: Department of Environmental Quality
Telephone: 801-536-4100
Last EDR Contact: 08/10/2020
Next Scheduled EDR Contact: 11/23/2020
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng
A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27
Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

State and tribal Brownfields sites

BROWNFIELDS: Brownfields Assessment Sites
A Brownfields site means real property, the expansion, redevelopment or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant or contaminant, controlled substance or petroleum product.

Date of Government Version: 03/20/2020
Date Data Arrived at EDR: 05/06/2020
Date Made Active in Reports: 07/21/2020
Number of Days to Update: 76
Source: Department of Environmental Quality
Telephone: 801-536-4100
Last EDR Contact: 08/13/2020
Next Scheduled EDR Contact: 11/23/2020
Data Release Frequency: Annually

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 06/01/2020
Date Data Arrived at EDR: 06/02/2020
Date Made Active in Reports: 06/09/2020
Number of Days to Update: 7
Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 09/15/2020
Next Scheduled EDR Contact: 12/28/2020
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52
Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 10/20/2020
Next Scheduled EDR Contact: 02/08/2021
Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137
Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 10/13/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: No Update Planned

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39
Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176
Source: Department of Health & Human Serivces, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 07/31/2020
Next Scheduled EDR Contact: 11/09/2020
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 03/18/2020
Date Data Arrived at EDR: 03/19/2020
Date Made Active in Reports: 06/09/2020
Number of Days to Update: 82

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 08/19/2020
Next Scheduled EDR Contact: 12/07/2020
Data Release Frequency: No Update Planned

CDL: Methamphetamine Contaminated Properties Listing

Utah Administrative Rule 19-6-901 Illegal Drug Operations Site Reporting and Decontamination Act requires local health departments to maintain a list of properties believed to be contaminated by the illegal manufacture of drugs. The following properties were reported to the Salt Lake Valley Health Department by a complaint or report from a law enforcement agency and the Department has determined that reasonable evidence exists that the property is contaminated.

Date of Government Version: 06/01/2020
Date Data Arrived at EDR: 06/03/2020
Date Made Active in Reports: 08/18/2020
Number of Days to Update: 76

Source: Salt Lake Valley Health Department
Telephone: 801-468-2750
Last EDR Contact: 08/31/2020
Next Scheduled EDR Contact: 12/13/2020
Data Release Frequency: Varies

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 03/18/2020
Date Data Arrived at EDR: 03/19/2020
Date Made Active in Reports: 06/09/2020
Number of Days to Update: 82

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 08/19/2020
Next Scheduled EDR Contact: 12/07/2020
Data Release Frequency: Quarterly

PFAS: PFAS Site Information Listing

PFAS site information

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/17/2020
Date Made Active in Reports: 09/04/2020
Number of Days to Update: 79

Source: Department of Environmental Quality
Telephone: 801-536-4100
Last EDR Contact: 08/21/2020
Next Scheduled EDR Contact: 11/30/2020
Data Release Frequency: Varies

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 07/29/2020
Date Data Arrived at EDR: 08/03/2020
Date Made Active in Reports: 08/25/2020
Number of Days to Update: 22

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 10/01/2020
Next Scheduled EDR Contact: 01/11/2021
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 06/22/2020
Date Data Arrived at EDR: 06/23/2020
Date Made Active in Reports: 09/17/2020
Number of Days to Update: 86

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 09/22/2020
Next Scheduled EDR Contact: 01/04/2021
Data Release Frequency: Quarterly

SPILLS: Spills Data
Incidents reported to the Division of Environmental Response and Remediation

Date of Government Version: 02/24/2020
Date Data Arrived at EDR: 02/25/2020
Date Made Active in Reports: 04/30/2020
Number of Days to Update: 65

Source: Department of Environmental Quality
Telephone: 801-536-4100
Last EDR Contact: 10/08/2020
Next Scheduled EDR Contact: 01/25/2021
Data Release Frequency: Varies

SPILLS 90: SPILLS90 data from FirstSearch
Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 07/31/2011
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 02/11/2013
Number of Days to Update: 39

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/22/2020
Date Made Active in Reports: 09/18/2020
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 303-312-6149
Last EDR Contact: 09/22/2020
Next Scheduled EDR Contact: 01/04/2021
Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites
The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 08/05/2020
Date Data Arrived at EDR: 08/13/2020
Date Made Active in Reports: 10/21/2020
Number of Days to Update: 69

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 08/13/2020
Next Scheduled EDR Contact: 11/30/2020
Data Release Frequency: Varies

DOD: Department of Defense Sites
This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 10/13/2020
Next Scheduled EDR Contact: 01/25/2021
Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018
Date Data Arrived at EDR: 04/11/2018
Date Made Active in Reports: 11/06/2019
Number of Days to Update: 574

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 10/08/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017
Date Data Arrived at EDR: 02/03/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 63

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 08/05/2020
Next Scheduled EDR Contact: 11/23/2020
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/22/2020
Date Made Active in Reports: 09/10/2020
Number of Days to Update: 80

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 09/22/2020
Next Scheduled EDR Contact: 01/04/2021
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 07/31/2020
Next Scheduled EDR Contact: 11/16/2020
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017
Date Data Arrived at EDR: 05/08/2018
Date Made Active in Reports: 07/20/2018
Number of Days to Update: 73

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 08/06/2020
Next Scheduled EDR Contact: 11/16/2020
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016
Date Data Arrived at EDR: 06/17/2020
Date Made Active in Reports: 09/10/2020
Number of Days to Update: 85

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 09/18/2020
Next Scheduled EDR Contact: 12/28/2020
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 02/05/2020
Date Made Active in Reports: 04/24/2020
Number of Days to Update: 79

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 08/14/2020
Next Scheduled EDR Contact: 11/30/2020
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 07/20/2020
Date Data Arrived at EDR: 07/21/2020
Date Made Active in Reports: 10/08/2020
Number of Days to Update: 79

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 10/19/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 07/29/2020
Date Data Arrived at EDR: 08/03/2020
Date Made Active in Reports: 08/25/2020
Number of Days to Update: 22

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 10/01/2020
Next Scheduled EDR Contact: 12/14/2020
Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 07/24/2020
Date Data Arrived at EDR: 08/03/2020
Date Made Active in Reports: 10/21/2020
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 10/14/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 04/27/2020
Date Data Arrived at EDR: 05/06/2020
Date Made Active in Reports: 06/09/2020
Number of Days to Update: 34

Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 10/01/2020
Next Scheduled EDR Contact: 11/16/2020
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 10/09/2019
Date Data Arrived at EDR: 10/11/2019
Date Made Active in Reports: 12/20/2019
Number of Days to Update: 70

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 10/02/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016
Date Data Arrived at EDR: 11/23/2016
Date Made Active in Reports: 02/10/2017
Number of Days to Update: 79

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 10/01/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25
Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25
Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: No Update Planned

MLTS: Material Licensing Tracking System
MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 08/05/2020
Date Data Arrived at EDR: 08/10/2020
Date Made Active in Reports: 10/08/2020
Number of Days to Update: 59
Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 10/13/2020
Next Scheduled EDR Contact: 01/31/2021
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data
A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 12/04/2019
Date Made Active in Reports: 01/15/2020
Number of Days to Update: 42
Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 09/04/2020
Next Scheduled EDR Contact: 12/14/2020
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017
Date Data Arrived at EDR: 03/05/2019
Date Made Active in Reports: 11/11/2019
Number of Days to Update: 251
Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 08/31/2020
Next Scheduled EDR Contact: 12/14/2020
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019
Date Data Arrived at EDR: 11/06/2019
Date Made Active in Reports: 02/10/2020
Number of Days to Update: 96
Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 08/06/2020
Next Scheduled EDR Contact: 11/16/2020
Data Release Frequency: Varies

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/01/2019
Date Data Arrived at EDR: 07/01/2019
Date Made Active in Reports: 09/23/2019
Number of Days to Update: 84

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 09/24/2020
Next Scheduled EDR Contact: 01/11/2021
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020
Date Data Arrived at EDR: 01/28/2020
Date Made Active in Reports: 04/17/2020
Number of Days to Update: 80

Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 10/27/2020
Next Scheduled EDR Contact: 02/08/2021
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 06/30/2020
Date Data Arrived at EDR: 07/15/2020
Date Made Active in Reports: 07/21/2020
Number of Days to Update: 6

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 10/01/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 02/22/2017
Date Made Active in Reports: 09/28/2017
Number of Days to Update: 218

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 09/22/2020
Next Scheduled EDR Contact: 01/04/2021
Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 10/06/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 08/08/2017
Date Data Arrived at EDR: 09/11/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 3

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 07/28/2020
Next Scheduled EDR Contact: 11/16/2020
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019
Date Data Arrived at EDR: 11/15/2019
Date Made Active in Reports: 01/28/2020
Number of Days to Update: 74

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 08/21/2020
Next Scheduled EDR Contact: 11/30/2020
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 07/29/2020
Date Data Arrived at EDR: 08/03/2020
Date Made Active in Reports: 08/25/2020
Number of Days to Update: 22

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 10/01/2020
Next Scheduled EDR Contact: 01/11/2021
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data
A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File
Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 05/01/2020
Date Data Arrived at EDR: 05/21/2020
Date Made Active in Reports: 08/13/2020
Number of Days to Update: 84

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 08/25/2020
Next Scheduled EDR Contact: 12/07/2020
Data Release Frequency: Semi-Annually

MINES VIOLATIONS: MSHA Violation Assessment Data
Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 05/28/2020
Date Data Arrived at EDR: 05/28/2020
Date Made Active in Reports: 08/13/2020
Number of Days to Update: 77

Source: DOL, Mine Safety & Health Admi
Telephone: 202-693-9424
Last EDR Contact: 09/10/2020
Next Scheduled EDR Contact: 12/14/2020
Data Release Frequency: Quarterly

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing
This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 05/06/2020
Date Data Arrived at EDR: 05/27/2020
Date Made Active in Reports: 08/13/2020
Number of Days to Update: 78

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/28/2020
Next Scheduled EDR Contact: 12/07/2020
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing
Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 08/28/2020
Next Scheduled EDR Contact: 12/07/2020
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines
An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 06/22/2020
Date Data Arrived at EDR: 06/22/2020
Date Made Active in Reports: 09/10/2020
Number of Days to Update: 80

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 09/16/2020
Next Scheduled EDR Contact: 12/21/2020
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 02/03/2020
Date Data Arrived at EDR: 03/03/2020
Date Made Active in Reports: 05/28/2020
Number of Days to Update: 86

Source: EPA
Telephone: (303) 312-6312
Last EDR Contact: 09/15/2020
Next Scheduled EDR Contact: 12/14/2020
Data Release Frequency: Quarterly

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 06/27/2020
Date Data Arrived at EDR: 07/02/2020
Date Made Active in Reports: 09/28/2020
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 10/06/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 07/02/2020
Date Made Active in Reports: 09/17/2020
Number of Days to Update: 77

Source: Department of Defense
Telephone: 703-704-1564
Last EDR Contact: 10/08/2020
Next Scheduled EDR Contact: 01/25/2021
Data Release Frequency: Varies

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 07/26/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 71

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 08/19/2020
Next Scheduled EDR Contact: 12/07/2020
Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 08/17/2020
Date Data Arrived at EDR: 08/17/2020
Date Made Active in Reports: 10/21/2020
Number of Days to Update: 65

Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 08/17/2020
Next Scheduled EDR Contact: 11/30/2020
Data Release Frequency: Quarterly

AIRS: Division of Air Quality

Emissions inventory

Date of Government Version: 07/27/2020
Date Data Arrived at EDR: 07/27/2020
Date Made Active in Reports: 10/06/2020
Number of Days to Update: 71

Source: Department of Environmental Quality
Telephone: 801-536-4183
Last EDR Contact: 10/27/2020
Next Scheduled EDR Contact: 02/08/2021
Data Release Frequency: Varies

DRYCLEANERS: Registered Drycleaners

A listing of registered drycleaners.

Date of Government Version: 07/09/2020
Date Data Arrived at EDR: 07/09/2020
Date Made Active in Reports: 09/02/2020
Number of Days to Update: 55

Source: Department of Environmental Quality
Telephone: 801-536-4437
Last EDR Contact: 10/08/2020
Next Scheduled EDR Contact: 01/25/2021
Data Release Frequency: Varies

EWA: Enforceable Written Assurances

EWA contains locations of potential Enforceable Written Assurance sites. EWAs will generally ensure to property owners or prospective property owners that there is no unacceptable risk to human health or the environment. EWA locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/17/2020
Date Made Active in Reports: 09/04/2020
Number of Days to Update: 79

Source: Department of Environmental Quality
Telephone: 801-536-4167
Last EDR Contact: 09/16/2020
Next Scheduled EDR Contact: 12/28/2020
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 07/14/2020
Date Data Arrived at EDR: 07/15/2020
Date Made Active in Reports: 09/30/2020
Number of Days to Update: 77

Source: Department of Environmental Quality
Telephone: 801-538-6794
Last EDR Contact: 10/02/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: Varies

Financial Assurance 2: Financial Assurance Information Listing

Financial assurance information for underground storage tank facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay

Date of Government Version: 05/29/2020
Date Data Arrived at EDR: 05/29/2020
Date Made Active in Reports: 06/08/2020
Number of Days to Update: 10

Source: Department of Environmental Quality
Telephone: 801-536-4141
Last EDR Contact: 08/26/2020
Next Scheduled EDR Contact: 12/14/2020
Data Release Frequency: Varies

FUDS: Formerly Used Defense Sites

Formerly used defense sites.

Date of Government Version: 07/20/2020
Date Data Arrived at EDR: 07/21/2020
Date Made Active in Reports: 10/06/2020
Number of Days to Update: 77

Source: Utah AGRC
Telephone: 801-538-3665
Last EDR Contact: 10/19/2020
Next Scheduled EDR Contact: 02/01/2021
Data Release Frequency: Varies

MMRP: Military Munitions Response Program

Environment.MMRP contains locations of Military Munitions Response Program sites. MMRP manages the environmental, health and safety issues presented by unexploded ordnances (UXO), discarded military munitions (DMM) and munitions constituents (MC). Locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/17/2020
Date Made Active in Reports: 09/04/2020
Number of Days to Update: 79

Source: Department of Environmental Quality
Telephone: 801-539-4164
Last EDR Contact: 09/16/2020
Next Scheduled EDR Contact: 12/28/2020
Data Release Frequency: Varies

NPDES: Permitted Facilities Listing

A listing of Division of Water Quality permits.

Date of Government Version: 03/27/2020
Date Data Arrived at EDR: 03/31/2020
Date Made Active in Reports: 06/11/2020
Number of Days to Update: 72

Source: Department of Environmental Quality
Telephone: 801-538-6146
Last EDR Contact: 10/02/2020
Next Scheduled EDR Contact: 12/21/2020
Data Release Frequency: Varies

TIER 2: Tier 2 Facility Listing

TIER 2 contains locations of Tier II facilities under the Emergency Planning and Community Right-to-Know Act (EPCRA). Qualifying facilities report on hazardous and toxic chemicals and are labeled either tier I or tier II. Locations are based on coordinates derived from maps and GPS data. These locations represent sites, not contaminated areas.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/17/2020
Date Made Active in Reports: 09/04/2020
Number of Days to Update: 79

Source: Department of Environmental Quality
Telephone: 801-536-4152
Last EDR Contact: 09/16/2020
Next Scheduled EDR Contact: 12/28/2020
Data Release Frequency: Varies

UIC: UIC Site Location Listing

A listing of underground injection control wells.

Date of Government Version: 05/26/2020
Date Data Arrived at EDR: 05/27/2020
Date Made Active in Reports: 08/11/2020
Number of Days to Update: 76

Source: Department of Natural Resources
Telephone: 801-538-5329
Last EDR Contact: 08/25/2020
Next Scheduled EDR Contact: 12/07/2020
Data Release Frequency: Quarterly

UOPF: Used Oil Permitted Facilities

DSHW Permitted Used Oil Facilities contains locations in Utah of all Used Oil Facilities: Marketers, Porcessoors, Transfer, Transport and Off-specification Permitted by UDEQ Division of Hazardous Waste (DSHW) ? Used Oil Section.

Date of Government Version: 06/15/2020
Date Data Arrived at EDR: 06/18/2020
Date Made Active in Reports: 09/04/2020
Number of Days to Update: 78

Source: Department of Environmental Quality
Telephone: 801-538-9408
Last EDR Contact: 09/16/2020
Next Scheduled EDR Contact: 12/28/2020
Data Release Frequency: Varies

MINES MRDS: Mineral Resources Data System

Mineral Resources Data System

Date of Government Version: 04/06/2018
Date Data Arrived at EDR: 10/21/2019
Date Made Active in Reports: 10/24/2019
Number of Days to Update: 3

Source: USGS
Telephone: 703-648-6533
Last EDR Contact: 08/28/2020
Next Scheduled EDR Contact: 12/07/2020
Data Release Frequency: Varies

PCS ENF: Enforcement data

No description is available for this data

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 02/05/2015
Date Made Active in Reports: 03/06/2015
Number of Days to Update: 29

Source: EPA
Telephone: 202-564-2497
Last EDR Contact: 10/02/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: Varies

PCS INACTIVE: Listing of Inactive PCS Permits
An inactive permit is a facility that has shut down or is no longer discharging.

Date of Government Version: 11/05/2014
Date Data Arrived at EDR: 01/06/2015
Date Made Active in Reports: 05/06/2015
Number of Days to Update: 120
Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 10/02/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: Semi-Annually

PCS: Permit Compliance System
PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011
Date Data Arrived at EDR: 08/05/2011
Date Made Active in Reports: 09/29/2011
Number of Days to Update: 55
Source: EPA, Office of Water
Telephone: 202-564-2496
Last EDR Contact: 10/02/2020
Next Scheduled EDR Contact: 01/18/2021
Data Release Frequency: Semi-Annually

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants
The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A
Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations
EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A
Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners
EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Utah.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/16/2014
Number of Days to Update: 199

Source: Department of Environmental Quality
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Quality in Utah.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/03/2014
Number of Days to Update: 186

Source: Department of Environmental Quality
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 04/29/2020
Date Made Active in Reports: 07/10/2020
Number of Days to Update: 72

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 07/31/2020
Next Scheduled EDR Contact: 11/09/2020
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 06/30/2018
Date Data Arrived at EDR: 07/19/2019
Date Made Active in Reports: 09/10/2019
Number of Days to Update: 53

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 10/07/2020
Next Scheduled EDR Contact: 01/25/2021
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 05/31/2018
Date Data Arrived at EDR: 06/19/2019
Date Made Active in Reports: 09/03/2019
Number of Days to Update: 76

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 09/02/2020
Next Scheduled EDR Contact: 12/21/2020
Data Release Frequency: Annually

Oil/Gas Pipelines
Source: Endeavor Business Media
Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data
Source: Endeavor Business Media
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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Child Care Provider List
Source: Department of Health
Telephone: 801-538-9299

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory
Source: Utah Geological Survey
Telephone: 801-537-3300

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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Appendix F

Environmental Professional Qualifications

Sean Thal
Project Environmental Scientist

Education
B.A. Anthropology, with an emphasis in Archaeology, 2003,
Brigham Young University, Provo, Utah

Registration / Certification / Accreditation
Environmental Professional (E.P.)
OSHA 40-Hour Hazardous Materials Operation
Utah UST Groundwater and Soil Sampler (GS 1659)
Utah Asbestos Inspector (ASB-6444)

Related Experience

Mr. Thal has been a practicing environmental scientist from 2004 to the present. His experience includes a variety of environmental investigations associated with real estate transactions, development projects, and government agencies in over 35 different states. He has composed and reviewed hundreds of Phase I Environmental Site Assessments (Phase I ESA), Transaction Screen Assessments, Limited Subsurface Investigations (Phase II), Property Condition Reports, etc., in accordance with applicable standards and requirements set by the American Society for Testing and Materials (ASTM) and regulatory agencies. Mr. Thal has prepared real estate transaction reports covering advice, risk assessment, and potential financial liability for financial institutions related to loan originations, refinancing, and foreclosures. He has presented and trained team members on environmental issues and other topics applicable to current business needs.

In addition, Mr. Thal has conducted studies and related reports for telecommunications, transportation, public utility, and other development projects as required by the National Environmental Policy Act (NEPA), the State Office of Historic Preservation (SHPO), and other governing organizations, laws, and regulations.

Mr. Thal has managed projects from start to finish and advised prospective purchasers on costs, timing, and constraints.

Additional Site Assessment and Remediation Experience

Mr. Thal has been involved with projects where soil and groundwater have been impacted with gasoline, diesel fuel, waste oil, halogenated hydrocarbons, and various solvents.

Julie H. Kilgore, President
Environmental Manager

Julie H. Kilgore is President of Wasatch Environmental, an environmental science and engineering firm based out of Salt Lake City, Utah. She has 25 years experience in environmental assessment, investigation, remediation, and regulatory agency coordination.

Julie chairs the task group responsible for developing the revisions to ASTM 1527 Phase I Environmental Site Assessment Standard, and was appointed by EPA to serve on the regulatory negotiation Federal Advisory Committee to assist EPA in developing the federal All Appropriate Inquiry regulation. In addition to ASTM International, Julie has been involved in the Environmental Affairs Committee of the Salt Lake Chamber of Commerce, the Envision Utah Brownfields Task Force, and was recently elected to the Environmental Bankers Association Board of Governors.

Experience

Ms. Kilgore has over 20 years experience in environmental projects. Ms. Kilgore conducts or oversees professional services related to property transactions and redevelopment projects including All Appropriate Inquiries (Phase I), site investigations/delineations, and remedial implementation and oversight.

Ms. Kilgore has been directly involved in various phases of hundreds of environmental site assessments for lenders, buyers, home builders, large retail developers, ski resorts, tribes, municipalities, and federal agencies. Ms. Kilgore provides and/or oversees turn-key environmental consulting ranging from Phase I Environmental Site Assessments, through investigation/site characterization and remediation. Redevelopment projects have included multi-parcel big-box store acquisitions in historical industrialized areas, and major renovation/change-of-use projects for transitional low-income housing. Ms. Kilgore has also provided environmental due diligence for conservation acquisition projects.

Standards Development and Rulemaking

As the current chair of the National ASTM E1527 Phase I ESA Task Force and as chair of the ASTM Committee E50, Ms. Kilgore directly participates in the on-going development of the various standard practice and guidance documents related to environmental assessments and commercial property transactions. Standard documents currently under consideration within ASTM include a revision to the E1903 Standard Guidance for the Phase II Environmental Site Assessment Process and a new work product to address “continuing obligations” associated with CERCLA landowner liability protections.

As a result of Ms. Kilgore’s role with ASTM, Wasatch Environmental was named to represent the Environmental Professional category of stakeholders for the EPA negotiation rulemaking process for developing “All Appropriate Inquiry” as commissioned by Congress in the Small Business Liability Relief and Brownfields Revitalization Act of 2002.

Ms. Kilgore’s involvement with the EPA rulemaking began in April 2003 and concluded in November 2003, resulting in a draft EPA regulation for conducting “All Appropriate Inquiries.” Ms. Kilgore’s direct involvement in developing the ASTM E1527 standard provided EPA with unique insight into the process designed to satisfy specific elements related to innocent landowner, bona fide prospective purchaser, or contiguous property owner defenses to CERCLA liability.

This EPA regulation for All Appropriate Inquiries was promulgated in October 2005 and became effective November 2006. As the ASTM E1527 Task Force chair, Ms. Kilgore facilitated direct EPA participation as ASTM worked to modify the E1527 to comply with the EPA All Appropriate Inquiry regulation.

Training and Industry Outreach

As a result of Ms. Kilgore's involvement in development of industry standards, federal regulation, and local policies, she assisted in the development of numerous Phase I ESA, Transaction Screen, and Phase II Environmental Site Assessment training courses, and conducts industry training courses throughout the country. These training courses include the following:

- ASTM International CEU-Accredited Phase I/Phase II ESA Training Classes, 2004-2016
- CLE-Accredited *Current State of Environmental Due Diligence*, Bloomberg BNA, 2014
- Bureau of Land Management ASTM E1527 and AAI Training, 2014 - 2016
- EPA Region VII, Region IX, and Region X ASTM 1527 and AAI Training;
- *Environmental Issues in Property Development*, National Business Institute, 2011
- National Guard National Environmental Training Conference, 2007, 2008, 2009, and 2015
- *Understanding Environmental Due Diligence Reports*, Salt Lake Board of Realtors, 1994 - 2016

Ms. Kilgore has conducted industry outreach for professional organizations and participated in national conference panel presentations regarding Phase I Environmental Assessments, All Appropriate Inquiry, and 2002 Small Business Liability Relief and Brownfields Revitalization Act. Recent events include:

- *Bridging Environmental and Appraisal*, Environmental Bankers Association, 2015
- *Strategies for Implementing ASTM E1527-13*, GeoSearch Four-Part Training Series, 2015
- *Identifying and Managing Impacted Waters of the State*, NAIOP 2014
- *ASTM E1527-13 and Vapor Intrusion*" American Bar Association, 2014
- Association of State and Territorial Solid Waste Management, 2014
- EPA Brownfields Conferences, 2003 – 2011;
- RTM Communications National Conferences, 2003-2011;
- Environmental Professional "All Appropriate Inquiry" Industry Roundtable, 2007

Publications and Awards

SES/ASTM Robert J. Painter Award, 2013

"Brownfields, A Comprehensive Guide to Redevelopment Contaminated Property, Third Edition," Chapter 6 "Phase I and Phase II Environmental Site Assessments," American Bar Association, 2010

ASTM Award of Merit, 2009

"Working Together; The Recent History of the Practice for Phase I Environmental Site Assessments," ASTM International Standardization News, June 2006

"All Appropriate Inquiry and Brownfields Redevelopment," Air & Waste Management Association, EM Magazine, December 2005

Kilgore, J., "All Appropriate Standards," Brownfields News, Vol. 1, March 2004.

DEER CREST

December 1, 2021

Carder Lamb
East West Partners
Park City, Utah
clamb@ewpartners.com

Re: Founders Place Development at Deer Crest

Mr. Lamb,

The DRC has reviewed your preliminary design package dated November 4, 2021 and hereby grants conditional preliminary approval of the building and site planning design. Deer Crest is pleased with the overall presentation and proposed design for the Founders Place project and we are eager to see the project move forward through the municipal approval process towards permits and construction.

We look forward to working with East West Partners on this project.

Sincerely,

Rob Nielson
Deer Crest DRC

Deer Crest Interlocal Agreement

December 17, 1998

DC INTERLOCAL AGR.

Deer Crest Interlocal Agreement

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Deer Crest Interlocal Agreement

This Deer Crest Interlocal Agreement is made and entered into this 17th day of December, 1998, by and between Wasatch County ("County") and its Dependant Districts and Park City Municipal Corporation ("City") (jointly referred to herein as the "Parties").

SUMMARY

Deer Crest currently lies primarily within the boundaries of Wasatch County, but adjoins the municipality of Park City in Summit County. Various physical features and existing infrastructure developments in the surrounding environs of Deer Crest affect the reasonable provision of services and distribution of impacts in both Wasatch County and Park City.

Since the development of Deer Crest has significant ramifications for both Wasatch County and Park City, both Parties consider it to be in their best interest to cooperate regarding the proposed Deer Crest annexation. Therefore, the purpose of the following Agreement is to identify and address issues caused by the Proposed Annexation and the development of Deer Crest, design mechanisms to accommodate the needs and concerns of each Party, and to consider benefits to one Party in conjunction with the impacts and burdens it generates for the other.

Specifically, Wasatch County and Park City agree to cooperate in good faith to address economic, infrastructure, development and service issues and provide mechanisms for oversight and dispute resolution.

RECITALS

WHEREAS, County is a political subdivision organized and existing under the laws of the State of Utah; and

WHEREAS, City is a municipality organized and existing under the laws of the State of Utah. Although a majority of the City is in Summit County, a portion of the City is in Wasatch County, State of Utah; and

WHEREAS, Deer Crest is a parcel of property, the majority of which is located in Wasatch County, State of Utah, which has been proposed for residential and resort development (a copy of the proposed development map is attached hereto as Exhibit "A"); and

WHEREAS, Deer Crest remains bound to the terms of the Settlement Agreement, as amended. The Settlement Agreement, as amended by the parties thereto, governs various aspects of the relationship between Deer Crest and City, and, while not binding upon County, includes terms

relevant to the Proposed Annexation; and

WHEREAS, Deer Crest has petitioned for Annexation of a portion of the development into the municipal boundaries of City, which property is located in County, the "Annexation Parcel"); and

WHEREAS, the Annexation Parcel is within the boundaries of the Jordanelle Special Service District, the Wasatch County Fire Protection District, the Wasatch County School District, the Wasatch County Solid Waste District, the Wasatch County/Duchesne County Bluebench Landfill Special Service District, and the Wasatch County Recreation District; and

WHEREAS, the development by Deer Crest in the Annexation Parcel will have an impact on both County's and City's municipal services and infrastructure; and

WHEREAS, it is in the best interests of both the County and the City to have the proposed annexation take place in an orderly and logical manner and to resolve jurisdictional, economic and provision-of-service issues regarding the annexation in this Agreement; and

WHEREAS, County and City desire to proceed with the proposed annexation upon the following terms and conditions;

NOW THEREFORE, the parties agree as follows:

AGREEMENT

I. DEFINITIONS

The terms set forth in this Section shall have the following definitions in this Agreement:

"Administrative Control Board", shall mean a board, appointed by the Wasatch County Commissioners pursuant to State law, to which is delegated some or all of the administrative authority over a special service district.

"Agreement", shall mean this Interlocal Agreement entered into by Park City and Wasatch County.

"Annexation", shall mean the completion of that process whereby the Annexation Parcel becomes part of City.

"Annexation Parcel", shall mean that portion of the Deer Crest Subdivision which is included in the petition for annexation and which is the subject of this Agreement.

"Annexation Petition", shall mean the petition for annexation filed with Park City by Deer Crest Subdivision pursuant to the terms of this Agreement, State law, and the Settlement Agreement.

"Approved Plans", shall mean the complete set of plans, plats and other related documents for the Deer Crest Subdivision that have received final approval by the Wasatch County Commission.

"Boundary Commission", shall mean the Wasatch County Boundary Commission, formed pursuant to Section 10-2-409 et seq. of the Utah Code.

"Building Permit", shall mean a permit issued by either Wasatch County or Park City allowing construction of a specific improvement within the Annexation Parcel.

"Building Permit Fees", shall mean those fees, assessments and charges imposed by either Wasatch County or Park City in connection with the issuance of a building permit.

"City", shall mean Park City Municipal Corporation, a municipality organized and existing under the laws of the State of Utah.

"Construction", shall mean any development or construction activity for which a permit would be required by Wasatch County or Park City.

"County", shall mean Wasatch County.

"County Option Sales and Use Tax", shall mean that tax imposed pursuant to Utah Code §59-12-1101 et seq. (1953, as amended).

"Deer Crest Interlocal Agreement", shall mean this Agreement.

"Deer Crest", shall mean the entire proposed development commonly known as the Deer Crest Subdivision, or Deer Crest Project, which has received or shall receive final approval by Wasatch County.

"Developer", shall mean that person(s) or entity which is the authorized agent for the development of the Deer Crest Subdivision.

"Development", shall mean the Deer Crest Subdivision.

"Economic Review Committee", shall mean the committee, organized pursuant to Section V.C.2. of this Agreement, for the purpose of administering the division of various revenue between the Parties according to the terms of this Agreement.

"Equivalent Residential Unit" or "EAU", shall mean a unit of measurement used by the Jordanelle Special Service District for calculating water and sewer usage. An ERU, for purposes of this Agreement, is defined by the Jordanelle Special Service District.

"Final Plat", shall mean the complete set of plans, plats and documents for Deer Crest which

have received final approval of the Wasatch County Commission.

"Fire Protection", shall mean fire prevention and suppression equipment, personnel, systems, devices, and other improvements, the express purpose of which is the prevention or suppression of accidental or uncontrolled fire.

"Fire Protection Standards", shall mean those standards adopted by either Wasatch County or Park City relating to any aspect of Fire Protection, as specifically amended by this Agreement for purposes of application of those standards to the Annexation Parcel.

"Heber Valley Special Service District", shall mean that Special Service District, created by Wasatch County pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended) for the purpose of treating wastewater.

"Home Owner's Association" or "HOA", shall mean that organization of property owners within the Deer Crest Subdivision which has been formed pursuant to the final documents approved by Wasatch County.

"Impact Fees", shall mean those fees legally imposed against new construction by Wasatch County or Park City to mitigate the impact caused by that new construction.

"Initial Infrastructure", shall mean the original construction of water, sewer, roads, utilities and other improvements primarily for the purpose of delivering municipal-type services to the Development.

"Infrastructure", shall mean water, sewer, roads, utilities and other improvements constructed primarily for the purpose of delivering municipal-type services to the Development.

"Infrastructure Improvements", shall mean all water, sewer, road, drainage, retaining walls, bridges, tunnels, and other similar construction in the Annexation Parcel.

"Inspection", shall mean that procedure, set forth in the ordinances and resolutions of either Wasatch County or Park City, whereby the County or City ensures that construction proceeds according to approved plans and specifications.

"Inspection Fees", means any fee, assessment or other charge legally imposed by Wasatch County or Park City for any required inspection.

"Interlocal Agreement", means an agreement entered into between public entities pursuant to Utah Code Ann. § 11-13-5 et seq. (1953, as amended).

"Jordanelle Special Service District" or "JSSD", shall mean the Jordanelle Special Service District, created and controlled by Wasatch County pursuant to Utah Code §17A-2-1301 et seq. (1953, as amended).

"Local Option Sales Tax", shall mean that tax imposed pursuant to Utah Code §59-12-201 et seq. (1953, as amended).

"Midway Sanitation District", shall mean that Special Service District created by Wasatch County pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended) for the purpose of providing wastewater collection services to properties within its boundaries.

"Municipal Services Review Committee", shall mean the committee, organized pursuant to Section V.C.2.b. of this Agreement, for the purpose of administering the division of various revenue between the Parties according to the terms of this Agreement.

"Mutual Aid Agreement", shall mean a written agreement between any special service district, municipality or county for the purpose of providing cooperative assistance in responding to any fire, or other disaster.

"Other Fees", shall mean any fee, charge, assessment, fine, interest or penalty imposed by Wasatch County or Park City which is not otherwise defined herein.

"Property", shall mean the real property, located in Wasatch County, which makes up the Annexation Parcel.

"Property Tax", shall mean that tax imposed pursuant to Utah Code §59-2-1 et seq. (1953, as amended).

"Proposed Annexation", shall mean the property identified by Deer Crest's Petition for Annexation to City.

"Resort Sales Tax", shall mean that tax imposed pursuant to Utah Code § 59-12-401 et seq. (1953, as amended).

"Road Standards", shall mean any Wasatch County or Park City ordinance, resolution, policy or guideline regarding the construction of roads or related improvements.

"Settlement Agreement", shall mean that agreement entered into between Park City Municipal Corporation, Park City Consolidated Mines Company, and Trans-Wasatch Company, dated December 29, 1995, modified on August 8, 1996 and amended by letter agreement dated August 6, 1996 and by the First Amendment to the Telemark Park Settlement Agreement, dated April 8, 1997 and any subsequent amendment.

"School District", shall mean the Wasatch County School District or the Park City School District.

"Special Service District", shall mean any special service district created for the purpose of delivering municipal-type services pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended),

or other applicable statute.

"Special Service District Fees or Assessments", shall mean any fee, charge, assessment, penalty, fine or interest imposed by a special service district.

"Transient Room Tax", shall mean that tax imposed pursuant to Utah Code §59-12-205 et seq. (1953, as amended).

"Transit Tax", shall mean that tax imposed pursuant to Utah Code § 59-12-501 et seq. (1953, as amended).

"Wasatch/Duchesne Blue Bench Landfill Special Service District", shall mean that special service district created and controlled by Wasatch County pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended) for the purpose of landfill operation and ownership.

"Wasatch County Boundary Commission", shall mean a commission, organized by the Wasatch County Commission pursuant to State law, for the purpose of reviewing annexation proposals involving Wasatch County.

"Wasatch County Fire Protection District", shall mean that special service district created and controlled by Wasatch County pursuant to Utah Code § 17A-2-1401 et seq. (1953, as amended) for the purpose of fire prevention and suppression in Wasatch County.

"Wasatch County Recreation District", shall mean that special service district created and controlled by Wasatch County pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended) for the purpose of providing recreation services in Wasatch County.

"Wasatch County Solid Waste District", shall mean that special service district created and controlled by Wasatch County pursuant to Utah Code § 17A-2-1301 et seq. (1953, as amended) for the purpose of solid waste collection and disposal in Wasatch County.

All terms not specifically defined herein shall be defined according to their normal and commonly accepted meaning.

II. PURPOSE OF AGREEMENT.

Pursuant to State law, an annexation petition may be protested by affected parties, including both the County in which the property is located and special service districts whose boundaries include part or all of the property. Economic, jurisdictional and service issues are commonly discussed in connection with annexation proposals, and may be the subject of protests by any of the affected parties.

In the Proposed Annexation, complex jurisdictional and economic issues exist which, left unresolved, may prevent the Annexation from occurring. In addition, practical issues regarding the funding and delivery of municipal-type services in the Annexation Parcel, including but not limited to water, sewer, storm drainage, recreation, solid waste disposal and fire protection are also present.

The purpose of this Agreement is to resolve the economic, jurisdictional and service issues which are reasonably foreseeable, and to agree to a process by which the Parties may solve issues which may arise in the future that are not conclusively settled by this Agreement.

III. SCOPE OF AGREEMENT.

This Agreement is intended to resolve issues that currently exist between the Parties with respect to the Proposed Annexation. In addition, the Agreement also provides for a mechanism for resolving future issues related to the Annexation Parcel that may arise between the Parties. The Agreement is limited to the Parties and the Property within the Annexation Parcel.

Exhibits A, B, C, and associated Maps are attached hereto or in an Exhibit Book of the same name, and are hereby incorporated herein by this reference.

Deer Crest remains bound to the terms of the Settlement Agreement, as amended. The Settlement Agreement, as amended by the parties thereto, governs various aspects of the relationship between Deer Crest and City, and, while not binding upon County, includes terms relevant to the Proposed Annexation. This Agreement neither amends nor supercedes the Settlement Agreement.

IV. ANNEXATION PROCESS.

The annexation process is set forth in detail in Sections 10-2-401 et seq. of the Utah Code. The Parties hereby agree to cooperate in the annexation process, and to conform with the following additional procedures as part of the annexation process:

A. In the event either Party does not accept the Annexation Petition, the Parties agree to meet in an expedited fashion to attempt to resolve unapproved portions of the Annexation Petition.

B. If the Parties both approve of the Annexation Petition, the annexation process set forth in the applicable section of the Utah Code shall proceed.

C. The Parties expressly agree that City shall not grant an Annexation that does not conform with the terms of this Agreement.

The Parties may, by written agreement, stipulate to additional or different steps in the annexation process, as long as the minimum requirements set forth in the Utah State Code are met.

V. TERMS OF AGREEMENT.

A. **Economic Issues:** It is one of the express purposes of this Agreement to insur does not suffer adverse economic consequences as a result of the Proposed Annex County enjoys an agreed upon share of the economic benefits of the Annexatic expressly agree that the County shall remain economically "whole", regardless Annexation. It is expressly the intent of this Agreement that the County shall enjo economic benefits it would have received if the Proposed Annexation did not occ additional revenues are created as a result of the Proposed Annexation, that the County s the agreed upon share of those additional revenues. Further, it is expressly the intent of t agreement that City and County participate in revenue sharing pursuant to Article XIII Sec. 5 of the Utah Constitution and not incur a debt or obligation. To this end, the Parties have agreed upon the following general terms concerning the imposition, collection, division and disbursement of the various fees, taxes and charges that apply to the Development in the Annexation Parcel. The Parties also agree upon the following terms and procedures whereby future issues or differences regarding economic issues of the Annexation may be resolved by the Economic Review Committee.

1. **Local Option Sales Tax.** The State Tax Commission is responsible for the imposition and collection of the Local Option Sales Tax within the Annexation Parcel. Initially, the Local Option Sales Tax will be collected by merchants and service providers at the point of sale. The merchants and service providers will in turn send the sales taxes collected to the State Tax Commission, which would usually pass the Local Option Sales Tax on to the City. If the City and County can reach a mutually acceptable agreement with the State Tax Commission, the State Tax Commission will pay to County the Local Option Sales Tax received from sales reported to have taken place in the Annexation Parcel at the same time and in the same manner that the State Tax Commission pays to City. If such an agreement with the State Tax Commission is not reached, the City shall annually pay to County the Local Option Sales Tax it receives from sales reported to have taken place in the Annexation Parcel. City will pay County within 60 days of receiving the annual payment from the Tax Commission. This payment has usually been received in February of each year.

City maintains a sales tax monitoring program that will permit quarterly reports on taxable sales. The primary limitation of this system is insuring the veracity of the original tax reporting from the merchant. The City will cooperate with County in seeking to have the sales correctly reported by jurisdiction. In general, if the Local Option Sales Tax is clearly generated in the Annexation Parcel, 100 percent of that revenue will be paid to Wasatch County. Given the nature of Deer Crest, however, the Parties agree that in some instances it may not be possible to accurately determine the point of sale for Local Option Sales Tax purposes. In those cases, the taxes will be distributed by formula based on sample surveys or some other mutually agreeable technique.

Disputes regarding the implementation of the foregoing terms, and the issue of developing a formula for allocating point of sale as described above, shall be submitted to the Economic Review Committee for resolution and shall follow the process described in Section V.C.2. of this Agreement.

2. **County Option Sales and Use Tax.** Pursuant to State law, County has the option

of imposing a County Option Sales and Use Tax if it meets the other requirements of the applicable statute. The Parties agree that County may impose and collect a County Option Sales and Use Tax within the Annexation Parcel. County shall receive 100 percent of the County Option Sales and Use Tax collected within the Annexation Parcel.

3. **Resort Sales Tax.** The Resort Sales Tax is a tax imposed and collected by City. State law does not allow County to impose this Tax. The Parties agree that City shall receive 100 percent of the Resort Sales Tax collected within the Annexation Parcel.

4. **Transit Tax.** The Transit Tax is a tax imposed and collected by City. This Tax is not an option for County. The Parties agree that City shall receive 100 percent of the Transit Tax collected within the Annexation Parcel.

5. **Property Taxes**. County will continue to impose and collect its normal Property Taxes against the Property located in County and will retain 100 percent of its portion of that revenue. City will impose any normal Property Taxes imposed by the City and will retain 100 percent of that revenue.

The Property Tax will be collected by the County Treasurer's Office. Following collection, the County will forward City's share to the City on the same schedule that the Property Taxes are distributed to other municipalities within the County.

6. **Building and Permit Fees**. The Parties agree that, regardless of the timing of Annexation with respect to completion of construction, permit fees and other fees relating to the design, review, approval and construction of Initial Infrastructure Improvements within the Annexation Parcel shall be imposed, collected and retained by County. City shall have no authority to approve plans or impose permit fees against the design or construction of the infrastructure improvements in the Annexation Parcel. Building permits originally issued by County shall remain under the jurisdiction of County regardless of the timing of the Annexation.

Following completion of the Annexation process, all construction other than the Initial Infrastructure Improvements described above, shall be permitted by City. Building Permits for the construction within the Annexation Parcel, other than the Infrastructure Improvements described above, shall be issued by City. Specifically, the City shall approve or deny construction of the proposed funicular transport system, the hotel structure(s) and the residential and commercial units within the Annexation Parcel unless a Building Permit for that structure or improvement has already been issued by County. City shall collect and retain all fees associated with Building Permits issued by City after Annexation.

7. **Special Service District Fees.** Various Special Districts will provide municipal-type services to the portion of the Development in the Annexation Parcel. The Special Service District providing the service will receive 100 percent of the usual assessments, fees, and taxes, unless otherwise specifically agreed to in Interlocal Agreements between the Districts involved. City and

County agree to cooperate with any involved Special Service District to assure that the Special District collects its fees.

8. Impact Fees. City will collect Impact Fees for its facilities that serve the Annexation Parcel, and County will collect Impact Fees for its facilities that serve development annexed to Park City. Impact Fees are normally imposed at the time of issuance of Building Permits. To the extent City issues the Building Permits for construction of residential and commercial buildings within the Annexation Parcel, City agrees to cooperate with County to assure that the County collects its share of Impact Fees. In the event both County and City desire to impose Impact Fees for the same category of impact, the Parties shall meet together and mutually agree upon fair and reasonable fees and the distribution thereof. The Parties shall thereafter meet with the Developer to explain the imposition and division of Impact Fees.

9. Transient Room and Restaurant Taxes . Transient Room and Restaurant Taxes are imposed and collected by Counties. County may impose and collect a Transient Room Tax and/or a Restaurant Tax in the Annexation Parcel. City agrees to cooperate with County to insure that room rentals are correctly allocated to the jurisdiction in which the rental occurs. In some instances it may not be possible to accurately determine the jurisdiction in which the room rental occurs. In those cases, the taxes will be distributed by formula based on sample surveys or some other technique agreeable to the Parties.

10. Other Fees and Charges. Other fees and charges normally imposed by either City or County that are not specifically referred to herein shall be imposed and collected in the usual manner by the jurisdiction imposing the fee or charge.

B. Infrastructure Issues:

1. City Notification. The City shall be provided with a copy of any written agreements entered into between County and Developer that affect the Annexation Parcel within fifteen (15) days of execution of this Agreement.

2. Rights-of-Way. The Parties agree that Wasatch County will require the dedication to the Home Owners Association, of a fifty (50) foot right of way on all streets in the in the Annexation Parcel as shown on Exhibit "B", except additional right of way may be required by County where localized widening takes place, as shown on Exhibit "B". The approved Final Plat showing rights-of-way is attached hereto as Exhibit "A". Upon completion by Developer of Initial Improvements and a certification of final acceptance issued by County, all roads within the Annexation Parcel shall be transferred to the HOA, to be owned in common by the property owners.

All roads within the Annexation Parcel shall remain private, under the ownership and control of the Home Owner's Association, as set forth in the Covenants, Conditions and Restrictions, a copy of which is attached hereto as Exhibit "C", and incorporated herein by this reference. Existing agreements between Developer, the Home Owner's Association and County regarding public access,

trails and similar issues shall remain valid and enforceable, and shall not be affected by this Agreement.

3. **Road Widths:** The Parties agree that a road standard providing for a reduced road width and standard profile, as shown on Exhibit "D", shall apply to and be required for the portions of road shown on Exhibit "D". County shall be solely responsible for inspection of roads and related construction in the Annexation Parcel.

City may monitor the construction of those roads which are to meet the reduced road width standard, to ensure that the terms of this Agreement are enforced. However, County shall be responsible for management, inspection and control over the construction as described above. In the event City believes that construction of reduced standard roads is not being completed in conformance with this Agreement, City shall immediately notify County and Developer of the alleged deficiency, and the Parties shall attempt to resolve the issue.

Following completion of roads and related improvements within the Annexation Parcel, and prior to final acceptance of the same, County agrees to meet with City to review completed construction for compliance with the terms of this Agreement. The Parties agree to cooperate in resolving any discrepancies between completed construction and the terms of this Agreement, subject to the waiver provision contained in this Section.

Following final acceptance of the roads and related improvements, the roads within the Annexation Parcel shall be turned over to the Home Owner's Association for management and control, subject to the agreements then in place with County and City. City shall thereafter treat the roads in the Annexation Parcel the same as private roads in other developments within City.

4. **Other Road Issues.** With the exception of the reduced road widths and profiles set forth above and shown on Exhibit "D", all other Wasatch County Standards shall apply to the initial design and construction of roads and related improvements within the Annexation Parcel. The Home Owners Association shall be allowed to contract with City or County for road maintenance services for the private roads in the Annexation Parcel.

5. **Water Service.** Wasatch County has previously formed the Jordanelle Special Service District ("JSSD"), a Special Service District, organized and existing under the laws of the State of Utah, for the purpose, among other things, of providing water service to properties within its boundaries. The Annexation Parcel is located within the boundaries of the Jordanelle Special Service District. Water service to all development within the Annexation Parcel shall be provided by JSSD, or such other similar entity created for that purpose by Wasatch County. City shall have no obligation or right to provide water service to any development within the Annexation Parcel. City shall have no authority over the water system operated by the JSSD, City shall notify JSSD and provide an opportunity to comment prior to imposing any regulation, restriction or requirement upon the Deer Crest development within the Annexation Parcel which would significantly affect the operation of the water system by JSSD.

Decisions regarding the operation of the JSSD and provision of water service to the Annexation Parcel shall be made solely by Wasatch County and/or its political subdivisions.

The obligation of Wasatch County, or any of its political subdivisions, to deliver water to the Annexation Parcel is limited to the number of units approved by Wasatch County. JSSD shall have no obligation pursuant to this Agreement, to deliver additional water to the Annexation Parcel, or to development proposed by Developer that is outside the Annexation Parcel.

Financing for JSSD for the purpose of constructing water improvements to service the Annexation Parcel relies in part on assessments to be made against Equivalent Residential Units approved by Wasatch County and agreed to by Developer. Reduction in number of ERU's approved by Wasatch County within the Development may jeopardize financing of water improvements. City therefore agrees not to reduce the number of County-approved ERUs within the Annexation Parcel unless expressly agreed to in writing by County except pursuant to the Settlement Agreement.

JSSD shall have sole authority to control the design, construction, operation and maintenance of the water lines and appurtenant facilities which service the Annexation Parcel. Ownership of the water lines servicing the Annexation Parcel shall remain with JSSD, and City shall have no ownership interest in the water lines and appurtenant facilities pursuant to this Agreement.

JSSD shall have the right to collect all legally imposed fees relating to the delivery of water, finance improvements to the water system, to set rates, and in all respects to control the operation and maintenance of the water system.

The Parties expressly acknowledge and agree that the Annexation Parcel is located at or near the boundary line between the Provo River Basin and the Weber River Basin. JSSD intends to service the Annexation Parcel with water which is from the Provo River Basin.

6. **Wastewater Collection and Treatment Service:** Wasatch County has previously formed the Jordanelle Special Service District ("JSSD"). The Annexation Parcel is located within the boundaries of the Jordanelle Special Service District. Wastewater collection and treatment service to all development within the Annexation Parcel shall be provided by JSSD, or such other similar entity created for that purpose by Wasatch County. City shall have no obligation or right to provide wastewater collection or treatment service to any development within the Annexation Parcel, unless otherwise agreed to in writing by the Parties.

Decisions regarding the operation of the JSSD and provision of wastewater collection and treatment service to the Annexation Parcel shall be made solely by Wasatch County and/or its political subdivisions. Notwithstanding the foregoing, Wasatch County agrees to meet or exceed State standards regarding wastewater collection and treatment.

The obligation of Wasatch County, or any of its political subdivisions, to deliver wastewater collection and treatment service to the Annexation Parcel or to Park City, is limited to number of units approved by Wasatch County. JSSD shall have no obligation pursuant to this Agreement, to

deliver wastewater collection and treatment services to City or Annexation Parcel, or to development proposed by Developer which is outside the Annexation Parcel.

Financing for JSSD for the purpose of constructing sewer improvements to service the Annexation Parcel relies in part on assessments to be made against Equivalent Residential Units approved by Wasatch County and agreed to by Developer. Reduction in number of ERU's approved by Wasatch County within the Development may jeopardize financing of sewer improvements. City therefore agrees not to take any action which might cause a reduction in the number of approved ERUs within the Annexation Parcel unless expressly agreed to in writing by County except pursuant to the Settlement Agreement.

Subject to applicable State standards, JSSD shall have sole authority to control the design, construction and operation of the wastewater collection and treatment system and appurtenant facilities which service the Annexation Parcel. Ownership of the wastewater system servicing the Annexation Parcel shall remain with JSSD, and City shall have no ownership interest therein pursuant to this Agreement.

JSSD shall have the sole right to collect all applicable fees relating to the delivery of wastewater collection and treatment service, to finance improvements to the wastewater system, to set rates, and in all respects to control the operation and maintenance of the wastewater collection system.

The Parties expressly acknowledge and agree that the Annexation Parcel is located at or near the boundary line between the Provo River Basin and the Weber River Basin. JSSD intends to service the Annexation Parcel with water which is from Provo River Basin. JSSD shall have no obligation pursuant to this Agreement to deliver wastewater services to the Weber River Basin.

County shall retain complete administrative control over the JSSD. County may, in its sole discretion, delegate authority to an Administrative Control Board pursuant to Utah Law. County may, at its sole discretion, alter, amend or otherwise change the form of the District without interference from City, as long as level of service is not diminished. County may, at its sole discretion, enter into other agreements or arrangements for wastewater collection and/or treatment, including but not limited to the following: entering into contracts with third parties for wastewater collection and/or treatment services, construction of additional or replacement facilities, etc.

7. **Water Quality (storm drainage).** County shall be responsible to insure that storm drainage improvements are constructed and maintained according to approved plans. A copy of the approved storm drainage plan is attached hereto as Exhibit "E" and incorporated herein by this reference. County shall remain solely responsible for enforcement and control of the storm drainage system in the Annexation Parcel, subject to the Homeowner's Association responsibilities set forth in agreements between County and the Homeowner's Association. The County may, at its sole discretion, organize and form a special service district, or other similar entity, to provide storm drainage services to the Annexation Parcel.

County agrees to coordinate with City, who will issue the building permits for buildings in the Annexation Parcel once annexation occurs. City agrees to building envelopes and storm drainage plans approved by County.

8. Engineering Control and Inspection. Construction of all Infrastructure Improvements within the Annexation Parcel as shown on the Approved Plans shall be permitted, inspected and approved by County. Infrastructure shall be designed, constructed and maintained according to Approved Plans and Wasatch County Design and Construction Standards unless specifically agreed to otherwise herein. City shall have no authority to permit, inspect, impose fees, or otherwise control the design and construction of the Initial Infrastructure within the Annexation Parcel, unless otherwise agreed to herein. City has the authority to monitor construction of Infrastructure where this Agreement provides for a design or construction standard different from Wasatch County Standards, to ensure that the Infrastructure complies with the terms of this Agreement.

Unless otherwise specifically agreed to herein, County shall have the sole authority to impose, collect and distribute Engineering Review Fees, Inspection Fees, and Other Fees associated with the design, review, inspection and approval of Infrastructure Improvements in the Annexation Parcel.

9. Fire Protection:

a) **Fire flow standards.** County shall provide fire-flow water and facilities for all development within the Annexation Parcel. County shall be solely responsible for design approval, inspection, maintenance, and construction management of all fire protection infrastructure with the exception of sprinkling systems associated with buildings in the Annexation Parcel. City shall have reasonable access to inspection and maintenance records to verify compliance with County standards. Unless otherwise agreed to herein, County ordinances, policies and procedures regarding the provision of fire flow water shall govern in the Annexation Parcel.

Notwithstanding anything to the contrary contained herein, County shall be responsible for providing for temporary fire protection until completion of the final fire protection system. County has agreed with Developer regarding temporary fire protection as shown in Exhibit "F", attached hereto and incorporated herein by this reference.

b) **Fire fighting service**. County, through the Wasatch County Fire Protection Special Service District, or such other entity formed for that purpose, shall provide firefighting personnel and equipment to service the Annexation Parcel. Except as specifically agreed to herein, County, through its Fire Protection Special Service District, shall provide fire fighting service to the Annexation Parcel at a level of service which is comparable to the existing level of service provided by the Park City Fire Department to similarly situated properties in Park City with respect to response times, staffing and suppression equipment. The fire control and prevention plan and temporary fire standards are set forth in Exhibit "F" attached hereto and incorporated herein by this

reference. Plans for the Public Safety Building are set forth in Exhibit "G".

Unless otherwise specifically agreed herein, City agrees that County ordinances, policies and resolutions shall govern the provision of fire protection service to the Annexation Parcel.

County shall have sole authority to impose, collect and disburse all fees, assessments and charges related to the provision of fire protection service in the Annexation Parcel unless otherwise agreed to in writing.

County may, at its discretion, enter into a mutual aid agreement with the Park City Fire Department for joint provision of fire suppression services in the Annexation Parcel. A copy of any such mutual aid agreement shall be forwarded to City for reference purposes.

Following annexation, the Park City Fire Marshall shall have authority to conduct inspections within the Annexation Parcel. City shall notify Wasatch County Fire Protection District and provide an opportunity to comment prior to imposing any regulation, restriction or requirement upon the Deer Crest development within the Annexation Parcel which would affect the operation of the Wasatch County Fire Protection District.

10. Police Protection. County shall be responsible for providing police protection through the Wasatch County Sheriff's Office, to the Annexation Parcel, until annexation occurs. Following Annexation, primary responsibility for law enforcement within the Annexation Parcel shall immediately be transferred to the Park City Police Department. Residual jurisdiction of the Wasatch County Sheriff, if any, in the portions of Wasatch County annexed into Park City shall be governed by Utah law. Jurisdiction regarding prosecution of felonies that occur in the Annexation Parcel shall be governed by Utah law.

11. Emergency Medical Service. County shall provide emergency medical service to the Annexation Parcel through the Wasatch County Fire Protection District or such other entity created or organized by Wasatch County for that purpose. Upon completion and occupation of any residential or commercial building in the Annexation Parcel, the level of emergency medical service provided by Wasatch County pursuant to this Agreement shall meet or exceed the level of service currently required by State Law. County may, at its sole discretion, enter into mutual aid agreements with the Park City Fire Department, or another similar entity, for provision of Emergency Medical Service. In the event such a mutual aid agreement is entered into with respect to the Annexation Parcel, County agrees to immediately forward a copy of the signed agreement to City, and to notify City of any subsequent changes in that agreement.

12. Public Safety Building: County agrees to design, construct, operate and maintain a Public Safety Building as generally shown in Exhibit "H". The Public Safety Building will be located in the Jordanelle Basin area of Wasatch, at or near the Mayflower Intersection and will service all areas in the Jordanelle Basin, including the Annexation Parcel. The Public Safety Building will house firefighters, EMTs, law enforcement personnel and other emergency service

personnel, as determined by County.

County shall have sole authority regarding design, construction, operation, maintenance and financing of the Public Safety Building and related improvements. Unless otherwise agreed to in writing by the Parties, County agrees to equip and man the Public Safety Building in a manner that provides emergency response times to the Annexation Parcel that are comparable to current Park City Fire Department response times.

13. Other Governmental Services:

a) Solid Waste Collection and Disposal Service: County, through the Wasatch County Solid Waste District and the Wasatch/Duchesne Bluebench Landfill District, or such other entity formed by Wasatch County for this purpose, shall provide solid waste collection and disposal services to the Annexation Parcel.

County shall have sole control over the management and operation of the Wasatch County Solid Waste District and other related districts, and shall have the exclusive right to impose and collect all fees, assessments, fines, penalties and charges with respect to the collection and disposal of solid waste in the Annexation Parcel.

City shall have no obligation or right to provide solid waste collection and disposal service to the Annexation Parcel, unless otherwise agreed to by the Parties.

b) Health Department: The City and County desire that the Heber City/Wasatch County Health Department cooperate with the Summit County Health Department in the inspection of businesses and facilities in the Annexation Parcel. The City and County agree to facilitate any agreement or understanding between the Heber City/Wasatch County Health Department and Summit County Health Department necessary to assure cooperation and regulation of businesses and facilities in the Annexation Parcel.

14. Other Agreements between Developer and Wasatch County. City hereby expressly agrees that all other agreements between Developer and County, as set forth in the Covenants, Conditions and Restrictions, and other relevant documents which shall be provided to City prior to execution of this Agreement, shall remain in full force and effect.

C. Other Issues

1. Administrative Control over Districts. Wasatch County shall retain complete administrative control over the JSSD and other Districts created by Wasatch County. County may, in its sole discretion, delegate authority to Administrative Control Board pursuant to Utah Law. The County may, in its sole discretion, alter, amend or otherwise change the form of the District as long as terms of this Agreement are not violated. The Parties agree to cooperate if the need to form additional districts should arise.

2. Dispute Resolution. The Parties have, by this Agreement, attempted to identify and resolve all issues regarding the Annexed portion of the Proposed Annexation. Notwithstanding that effort, however, the Parties acknowledge that there are issues which are known, but which cannot be resolved at the present time, as well as issues that are not known at the present time. In an effort to anticipate those issues and to provide for a resolution process, the Parties agree to the creation of an Economic Review Committee, and a Municipal Services Review Committee

Economic Review Committee:

Members: The membership of the Economic Review Committee shall initially be as follows:

Wasatch County members

1. County Commissioner or designee
2. County Auditor or designee
3. County Treasurer or designee

Park City members

1. Council Member designated by the City Council
2. Finance Manager or designee
3. City Manager or designee

The Parties shall have the right, at their sole discretion, to replace members of the Economic Review Committee appointed by that Party. Notwithstanding the foregoing, the Parties agree to continue to staff the Economic Review Committee with those persons who, in the opinion of that Party, will be most effective in resolving economic issues regarding the Annexed portion of the Proposed Annexation in a mutually satisfactory manner.

Duties: The Economic Review Committee shall meet at least annually, and at such other times as necessary to accomplish its duties under this Agreement. The Economic Review Committee shall:

Review on at least an annual basis, the imposition, collection, division and distribution of all taxes, fees, assessments or other charges imposed by County or City on the Annexed portion of the Proposed Development.

Review and prepare a written report of the types and amounts of all taxes, fees, assessments or other charges so imposed, and the collection and distribution of those charges among the Parties.

Review and render a decision, within a reasonable time, all issues regarding the economic terms of this Agreement upon which the Parties have a dispute.

Review and prepare a written report regarding the design, construction, inspection, maintenance, fees, charges and other issues relating to the provision of municipal services in the Annexed portion of the Proposed Development.

Review and render a decision, within a reasonable time, all issues regarding the municipal service-related terms of this Agreement upon which the Parties have a dispute.

Perform such other duties as assigned by written agreement of the Parties.

The Parties may, by written agreement, assign additional duties to the Municipal Services Review Committee from time to time. However, the Parties agree to maintain the focus of the Municipal Services Review Committee as described in this Agreement, and to avoid adding additional duties that will jeopardize the ability of the Municipal Services Review Committee to effectively discharge its primary purpose.

Process: The members of the Municipal Services Review Committee shall meet as soon as practicable following execution of this Agreement to adopt policies and procedures necessary to effectively carry out the provisions of this Agreement.

3. Amendment of Settlement Agreement Between City and Deer Crest.

This Agreement is contingent upon execution of an Amendment to the Settlement Agreement between Park City and Deer Crest.

VI. GENERAL TERMS AND CONDITIONS.

A. Applicability of Special Service District Policies and Procedures. City acknowledges and agrees that County, through its special service districts or otherwise, has or shall adopt policies and procedures governing the design, financing, construction and operation of infrastructure in the Annexation Parcel, including the water, sewer, and utilities.

B. Disputes and Attorney's Fees. In the event of a dispute regarding the interpretation or application, or defaults on any of the terms of this Agreement, the parties agree to attempt, in good faith, to resolve the dispute through the following administrative process:

In the event the parties are unable to resolve the dispute through the above-described process, either party may then pursue any available remedy in law or in equity. The prevailing party in such dispute shall be entitled to recover reasonable costs and attorneys fees incurred in enforcing the terms of this Agreement.

C. Waiver. Except as specifically provided herein to the contrary, waiver by either County or City of any breach of any condition or provision of this Agreement shall be limited to the particular instance and shall not operate or be deemed to waive any future breach or breaches of said condition

or provision; the failure of either County or City to insist, in any one instance or more, upon the performance of any of the conditions or provisions of this Agreement or the exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

D. **Notice**. Except as may be herein otherwise provided, all notice required or permitted herein, shall be deemed to have been properly given when sent by certified United States mail, addressed to the party at the addresses attached on a separate page; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of the Agreement when signed by any one or more of the notifying parties or their agents and mailed to any one or more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the attached addresses may be changed for the purposes of this Agreement by notification of the opposite party in writing.

E. **Definitions**. Whenever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders;

F. **Assignment**. Neither party may assign its rights or obligations under this Agreement to any third party, except that County may assign rights or obligations to political subdivisions of Wasatch County, and City may assign rights or obligations to political subdivisions of Park City, as necessary to accomplish the purposes of this Agreement. In the event of such assignment, the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Either party shall give prompt written notice of any such assignment to the other.

G. **Severability**. The provisions of this Agreement are severable. If any of the provisions of this Agreement are determined by appropriate legal authority to be invalid or unenforceable for whatever reason, the remainder of the provisions shall remain in full force and effect.

H. **Recordation**. Either party may record this Agreement, or a summary thereof, in the Wasatch County Recorder's office, and/or the Summit County Recorder's Office, for the purpose of providing notice of rights and obligations, including financial obligations such as special service district assessments to all subsequent purchasers or interest holders of properties included in the Annexation Parcel.

I. **Governing law**. The Parties agree that except as specifically provided herein, prior to completion of the annexation as set forth in the Utah Code, Wasatch County ordinances shall apply in the Annexation Parcel. Following completion of the annexation into Park City, and except as specifically provided herein, Park City ordinances shall govern in the portion of Wasatch County annexed into Park City pursuant to this Agreement. Unless otherwise specifically provided herein, and notwithstanding any other agreement to the contrary, Wasatch County ordinances shall govern in all areas of Wasatch County not annexed into Park City, and Park City ordinances shall govern in all areas of Park City.

J. Amendments. The provisions of this Agreement may be modified by written agreement signed by the Parties.

K. Term. This Agreement shall remain in full force and effect for twenty (20) years from the date hereof, and shall be renewed automatically for successive fifteen (15) year terms after the expiration of the initial term, unless written notice of the desire not to renew is mailed by either Party to the other Party at least two (2) years prior to the expiration of the then current term.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year written above.

WASATCH COUNTY

LaRen Provost, Commission Chairman

JORDANELLE SPECIAL SERVICES DISTRICT

LaRen Provost, Board Chairman

Attest:

Brent R. Titcomb, County Clerk

Approved as to form:

Dan Matthews, Wasatch County Attorney

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch, Mayor

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Jodi Hoffman, City Attorney

Deer Hollow Village Project
Parcel No. 00-0021-1977
Applicant's Conditional Use Permit Submittal
Phases I, II, and III
Public Hearing Review Comments
(Part 1 of 2)

Dear Rebecca Ward, Lillian Lederer & Park City Planning Commission-

Thank you Lillian for your prior comments and direction regarding Deer Hollow Village Project public review process which are most appreciated. As you suggested, I reached out to Bill Fiveash with East West Partners with the attached email and (4) Attachments on October 8th and follow-up on October 25th without a reply. I've attached these items here because it provides a general overview and background involving my Parcel No. 00-0020-2050 - BLM Lot 27 Parcel/Project in the preliminary planning phase adjacent Deer Hollow Village and Snowtop Neighborhood. The link you provided on October 11th was very helpful to view Project details together with Work Session items scheduled for October 27, 2021. After reviewing these materials, please accept this email together with overview materials sent to Bill Fiveash as my Public Review Comments for the record. Or please indicate if other methods or means are required in this process.

I respectfully request Park City Planning Department and Planning Commission consideration for the following Deer Hollow Village Public Hearing Review Comments:

1. To encourage and support the opportunity to design, interface and coordinate a funicular railway connection by others to traverse in both directions between the Deer Hollow Village base area to/from the Snowtop Neighborhood area. For example, there are various alignment options to allow a logical and safe means consistent with Building No. 4 designs and Pedestrian Bridge roadway overpass to access Deer Valley Resort Mountaineer Express Ski Lift and terrain. This would also be consistent with other similar funicular systems and connections approved and built within the Deer Crest Community, would enhance other properties in the Community with ski-in ski-out convenience, and would reduce impacts of additional vehicle emissions, transportation and parking needs by such users of this quiet, safe and efficient funicular system alternative.

2. To encourage and support numerous and sizeable plant materials vegetation together with rock retaining materials to screen areas along uphill retaining walls, outdoor parking areas, and other service and utility Project support areas. These materials are desirable and helpful to assist in screening such areas particularly when viewed from adjoining properties located uphill in the Snowtop Neighborhood area together with vehicle and pedestrian travel along roadways.

Thank you for the opportunity to submit these Review Comments and for keeping me updated in this Public Hearing process.

Respectfully Submitted,
Gary Heintz
Royal Oaks, LLC
Owner of Parcel 00-0020-2050

(Email Reference with (4) Attachments sent to Bill Fiveash on October 8, 2021)

Deer Crest - BLM Lot 27 & Deer Hollow Village Projects

Dear Bill Fiveash-

As an introduction, my name is Gary Heintz and owner of a (0.58 acre) Parcel No. 00-0020-2050 (BLM Lot 27) located adjacent Snowtop Neighborhood and your Deer Hollow Village Project in Deer Crest. I was provided your name and contact information from Lillian Lederer with Park City Planning Department as a result of a Public Hearing Notice Card I recently received in the mail involving your Project. I'm a Landscape Architect - Development Planner and have been directly involved in many prominent Salt Lake, Park City and Wasatch area resort developments and master plans since 1978 upon receiving my first career position in PC after college. See Exterior Design Coalition website link below with attached Resume for additional information.

BLM Lot 27

As a general background of BLM Lot 27, I initiated and orchestrated 2 complex BLM Land Exchanges involving the transfer of (2,653.98 acres) of former Client's Offered Mining Claim Properties located in Utah's West Desert and received (344.4 acres) of Selected Lands from the BLM in this process. Of this acreage, transferred (216.0 acres) into the Tuhaye Project which I was part of the original development planning group that created the venture prior to Talisker acquisition. In addition, sold a (13.02 acre) Parcel to Deer Valley Resort located at the top of Bald Mountain within the ski area, and retained BLM Lot 27.

See attached BLM Letter dated January 11, 2007 with Attachments which explains the 'Origin of Government Lot 27'. The exchange process resulted in receiving a US Land Patent for this property with old road cuts and mining claim activity still visible as shown in Project Overview Photos and Plats. My current focus involves pursuing what is needed with Deer Crest Master Association, Wasatch County, Park City and other government agencies for Lot entitlements and development plan approvals. I envision an 'Executive Retreat' type development for this desirable site location similar to one of my other Projects titled 'Dreamscape Villa', the 'SKI Dream Home' property in Deer Crest, and others in the Park City - Deer Valley area. See 'Project Examples' website links below.

The Hilltrac-Skytrac Options attachment were originally introduced a few years ago by Paul Burningham formerly with Spectrum Development who built most homes located in the Snowtop Neighborhood. Paul approached me with these plans to see if I would be interested to participate together with other property owners in the Snowtop area. Their appears to be significant interest, benefits and property enhancements with Snowtop area owners including my property to provide convenient funicular transportation to access Deer Valley Resort ski terrain and lifts.

I've spent considerable time and site visits with Don Taylor (former Deer Crest Master Association GM recently retired, replaced by Tanner Blackburn) who highly recommended that I consult with the new owners of Deer Hollow Village Project in order to explore potential design options at this location near the base of Mountaineer Express Lift. Don indicated the Association would likely support a funicular connection to the Snowtop area because it would be consistent with others approved in the Deer Crest Community. Please understand these are preliminary conceptual ideas and would welcome your comments and direction in the design process.

Deer Valley Resort & Deer Hollow Village Project

Jerry Perrine and I collaborated with Jack Johnson Company in 1978-80 involving Deer Valley Resort design process which opened in 1981-82 winter season. Our offices were next door to each other at that time in the Mt. Air Mall Building. Brad Johnson became partners with Jack in 1978 as Brad and I graduated together from Utah State University Landscape Architecture program that year. I've had summer and winter seasonal positions at Deer Valley Resort and volunteer with DV Freestyle International World Cup Mogul Crew. Before the Alterra Mountain Company acquisition, I worked directly with Bob Wheaton, Kim McClelland, Kim Mayhew and other senior staff involving my 'Silverlake Village Project' located adjacent both Solitude and Brighton Resorts. Was also involved with the Deer Crest Community in the early years which has an interesting and dynamic history as Deer Hollow Village is well positioned in a prime location. I'm very interested to learn more about your Project and participate in its development if an opportunity becomes available as East West Partners commands an impressive Portfolio and Credentials. Also visit: http://Silverlake-Village.com Project referenced above.

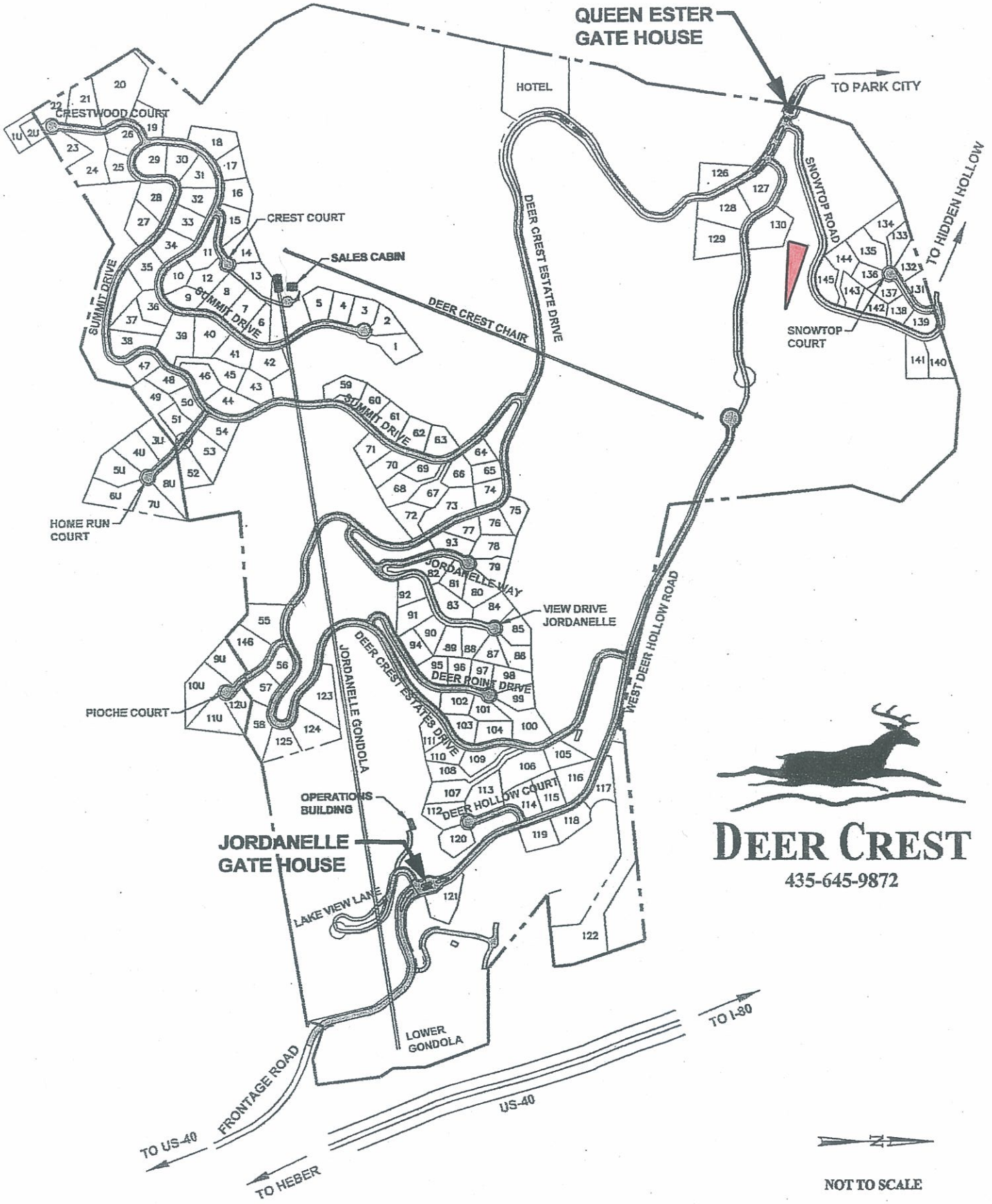
I look forward to meeting with you on a site visit, your office or by phone to discuss these Projects in further detail. Thank you for your time to review these materials and please inquire with any comments or questions.

Respectfully,
Gary Heintz
Royal Oaks, LLC
http://ExteriorDesignCoalition.com

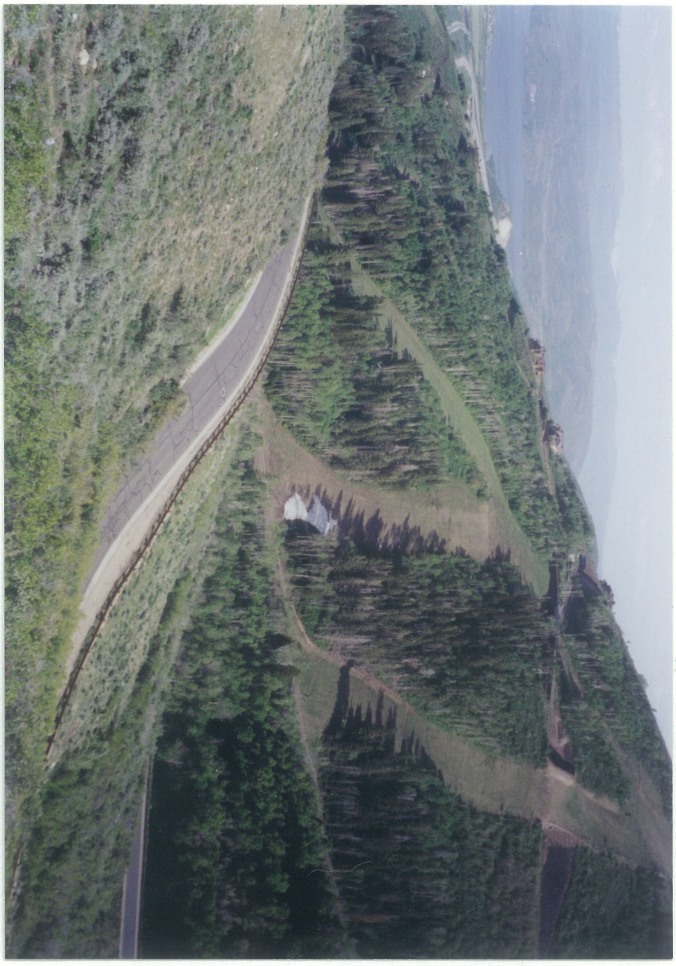
Deer Crest Project

Parcel No. 00-0020-2050
Lot 27 (0.58 acres)
Park City, Utah

Gary R. Heintz
1938 East Garfield Avenue
Salt Lake City, Utah 84108
garyheintz@hotmail.com
(801) 467-4272



A **DEER CREST DIRECTION MAP**



DEER CREST

Mountain Living At Its Very Best
In The Heart Of Deer Valley

MASTER PLAN

(Revised July 1, 1997)

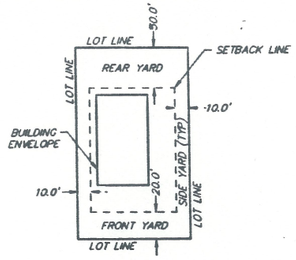
PREPARED BY:
THE JACK JOHNSON COMPANY

PREPARED FOR:
DEER CREST ASSOCIATES I, L.C.
LCC PROPERTIES GROUP, L.C.
136 HEBER AVE. SUITE 308
P.O. BOX 3035
PARK CITY, UT 84060
(801) 655-5822

NORTH

SNOWTOP NEIGHBORHOOD
DEER CREST WEST GATE
PROPOSED SALES/ ADMINISTRATION LODGE
DEER HOLLOW VILLAGE
DEER VALLEY RESORT TICKET/ADMINISTRATION AREA
FUTURE SNOWPARK VILLAGE
DEER CREST GRAND LODGE AT SNOWPARK
DEER CREST ESTATES NEIGHBORHOOD
DEER CREST HOTEL/CONDOMINIUMS
SNOWPARK LODGE
Deer Crest Grand Lodge
SKI IN/SKI OUT ESTATE LOTS
DEER CREST EAST GATE
PROPOSED JORDANELLE VILLAGE RESORT
PROPOSED DEER VALLEY RESORT TICKET AND MINI-LODGE
COMMERCIAL/ MULTI FAMILY
MULTI FAMILY/ COMMERCIAL
PROPOSED PUBLIC PARKING LOT
TO MAYFLOWER ENTRANCE/EXIT RAMP JORDANELLE RESERVOIR
HIGHWAY 40
Deer Valley Resort
Connection from Little Stick Ski Trail
Connection from Roamer and Kimberly Ski Trails

DEER CREST IS A DEVELOPMENT OF DEER CREST ASSOCIATES I, L.C. OF WHICH LCC PROPERTIES GROUP, L.C. IS ITS MANAGING MEMBER. THE INFORMATION PRESENTED HERE IS SUBJECT TO CHANGE AND REFINEMENT BY THE DEVELOPER FROM TIME TO TIME AND IS SUBJECT TO REVISIONS AND APPROVAL BY WASATCH COUNTY AND PARK CITY MUNICIPAL CORPORATION. THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THIS PLAN SHALL NOT CREATE AN OBLIGATION TO CONSTRUCT THE CONCEPTS SHOWN.



TYPICAL LOT
BUILDING SETBACK LINES
NOT TO SCALE

Note: this is a three (3) sheet package, information depicted on any one sheet shall apply to all sheets and lots.

WEST 1/4 COR. SEC. 14, T.2S., R.4E., S.L.B.&M. FND IRON PIPE

15 14

SEE SHEET 3

TRANS-WASATCH CO.

POINT OF BEGINNING

N73°02'55"E 812.81'

N61°48'14"E 133.55'

49.60 EAST 92.71'

173.61'

DEER CREST ASSOC. 1

N55°24'54"E 454.52'

BASIS OF BEARING
SOUTH 00°13'07" EAST - 2602.09 (MEASURED)
SOUTH 00°13'37" EAST - 2602.34 (RECORD)

642.01

N17°33'57"E 370.98'

357.51'

OPEN SPACE 1
344,303 SQ.FT.
7.90 ACRES

COUNTY MON. #1408

ADIT (MINE WORKINGS)

LOT 131
22,374 SQ.FT.
0.51 ACRE
BLDG. ENVELOPE
9,934 SQ.FT.

LOT 132
25,498 SQ.FT.
0.59 ACRE
BLDG. ENVELOPE
10,279 SQ.FT.

LOT 133
26,948 SQ.FT.
0.62 ACRE
BLDG. ENVELOPE
10,468 SQ.FT.

LOT 134
42,848 SQ.FT.
0.98 ACRE
BLDG. ENVELOPE
11,704 SQ.FT.

LOT 135
43,244 SQ.FT.
0.99 ACRE
BLDG. ENVELOPE
11,726 SQ.FT.

LOT 136
22,088 SQ.FT.
0.51 ACRE
BLDG. ENVELOPE
9,896 SQ.FT.

LOT 137
21,714 SQ.FT.
0.50 ACRE
BLDG. ENVELOPE
9,822 SQ.FT.

LOT 138
21,828 SQ.FT.
0.50 ACRE
BLDG. ENVELOPE
9,858 SQ.FT.

LOT 142
23,285 SQ.FT.
0.53 ACRE
BLDG. ENVELOPE
10,056 SQ.FT.

LOT 143
24,670 SQ.FT.
0.57 ACRES
BLDG. ENVELOPE
10,199 SQ.FT.

LOT 144
37,773 SQ.FT.
0.87 ACRE
BLDG. ENVELOPE
11,371 SQ.FT.

LOT 145
31,855 SQ.FT.
0.73 ACRE
BLDG. ENVELOPE
11,130 SQ.FT.

SNOWTOP COURT

SHARED DRIVE ACCESS EASEMENT FOR THE BENEFIT OF LOTS 143, 144 & 145 SEE NOTE 23

LEGEND

- SKI RUNS
- SKI TRAILS
- MINE WORKINGS
- MINE WORKINGS (ADIT) 02041SHC2
- CLOSED ADIT (MINE WORKINGS)
- COUNTY MONUMENT – FOUND IRON PIPE w/CAP (OR AS NOTED)
- MINING CLAIM CORNER – FOUND IRON PIPE w/CAP (OR AS NOTED)
- CONC MONUMENT w/3" CAP, L.S. 147581 (SET OR TO BE SET)
- STANDARD STREET MONUMENT, (TO BE SET)
- BOUNDARY CORNERS – 5/8" IRON PIPE w/CAP

NOTE – ALL OTHER PROPERTY CORNERS AND LOT CORNERS SHALL BE 5/8" IRON PIPE w/CAP (UNLESS OTHERWISE NOTED)

ALL ROADWAY CENTERLINE CURVES AND BEARINGS ARE RADIAL OR TANGENT UNLESS OTHERWISE NOTED.

WHEN NO BEARING IS SPECIFIED FOR A BUILDING ENVELOPE THE LINE HAS THE SAME BEARING AS THE ADJACENT PARALLEL LOT LINE

CENTERLINE ACCESS EASEMENT NO. 1.

CENTERLINE ACCESS EASEMENT NO. 2

SNOWTOP ROAD

DEER HOLLOW ROAD

DEER CREST ESTATES DRIVE

OPEN SPACE 2
808,677 SQ.FT.
18.56 ACRES

SEE SHEET 2

BUREAU OF LAND MANAGEMENT

MINE TUNNEL 020414HC1

DEER CREST ASSOC. 1

SUMMIT COUNTY
WASATCH COUNTY

UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

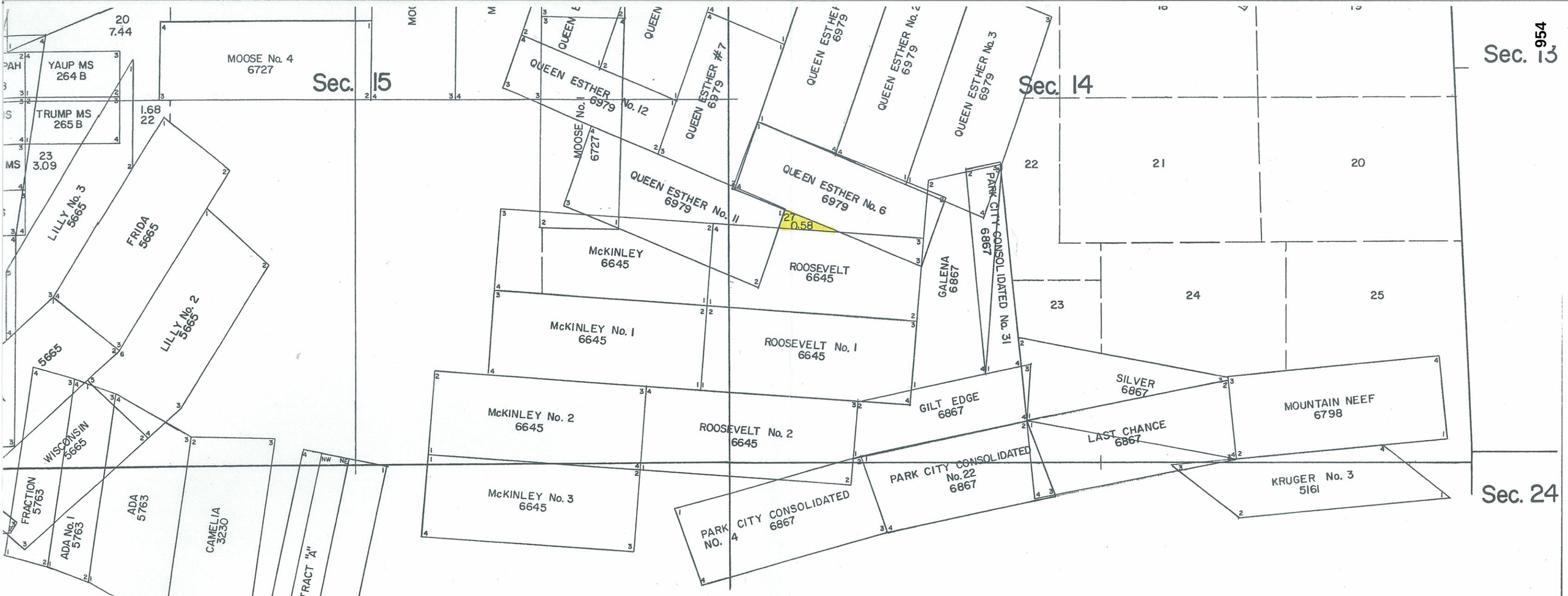
15 14
22 23
S.W. COR. SEC. 14, T.2S., R.4E., S.L.B.&M. FND IRON PIPE

SNOWTOP SUBDIVISION AT DEER CREST

LOCATED IN THE WEST HALF OF SECTION 14 AND THE EAST HALF OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH
SHEET 2 OF 3

RECORDED Book 408
N°. 309773 DATE 12-23-98 Time 14:35
STATE OF UTAH
COUNTY OF WASATCH FEE $ 84.00 PAGE 305
RECORDED AND FILED AT THE REQUEST OF:
DEER CREST ASSOCIATES I LC
ELIZABETH M. PARCELL
COUNTY RECORDER

THE JACK JOHNSON COMPANY
1777 Sun Peak Drive • Park City, Utah 84098
(801) 645-9000 • fax (801) 649-1820



This supplemental plat of Sections 14 and 15, T. 2 S., R. 4 E., Salt Lake Meridian, Utah, is prepared to identify isolated tracts of land.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Salt Lake City, Utah October 21, 1992

This plat, showing amended lottings, is based upon the official records and having been correctly prepared in accordance with the regulations of this Bureau, is hereby accepted.

For the Director

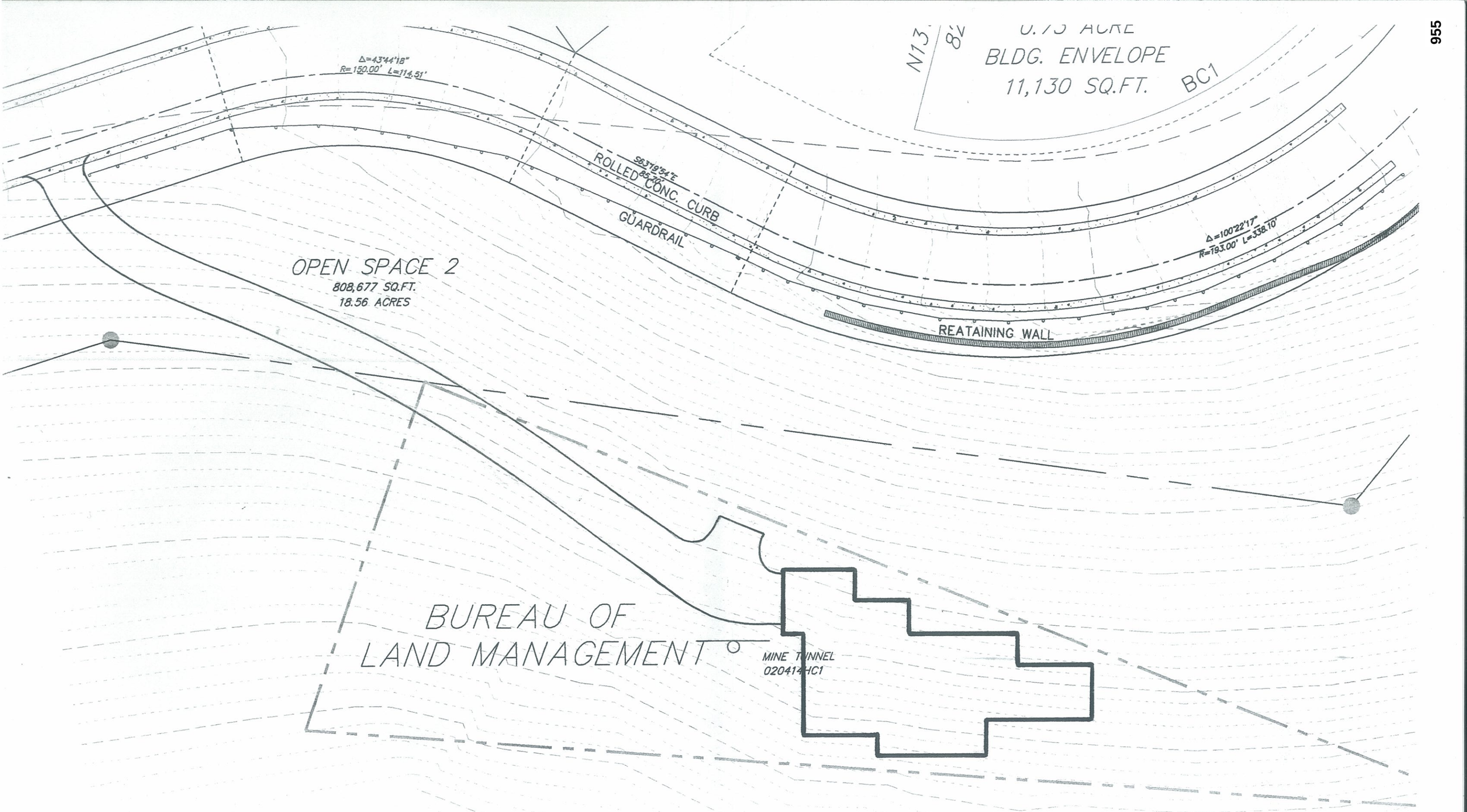
Donald A. Buehler

Chief Cadastral Surveyor for Utah

mRW

Bureau of Land Management
Utah, State Office
324 South State, Suite 301
Salt Lake City, Utah 84111-2303
I hereby certify that this reproduction is a copy of the official record on file in this office.

Sharon Andrews 9-18-02
Authorized Signature Date


N13°
8'
0.73 ACRE
BLDG. ENVELOPE
11,130 SQ.FT.
BC1
Δ=43°44'18"
R=150.00' L=114.51'
S63°18'54"E
85.10'
ROLLED CONC. CURB
GUARDRAIL
Δ=100°22'17"
R=193.00' L=338.10'
REATAINING WALL
OPEN SPACE 2
808,677 SQ.FT.
18.56 ACRES
BUREAU OF
LAND MANAGEMENT
MINE TUNNEL
020414HC1

1" = 30'

Resume of Professional Experience

Gary R. Heintz

1938 East Garfield Avenue
Salt Lake City, Utah 84108
Gary@ExteriorDesignCoalition.com
GaryHeintz@hotmail.com
(801) 467- 4272

OVEREVIEW

Land Planner and Project Manager offering over (38) years of skills and experience in landscape architecture, land planning, architecture, civil engineering, regulatory administration, construction, real estate development, and project management. This multi-disciplinary knowledge enhances valuable skills with the ability to coordinate creative solutions through a complex range of government regulations, special interests, and project demands. Project implementation capability includes real estate transactions and funding methods, ability to negotiate business elements, and to secure necessary approvals, permits and entitlements. Diverse interrelated design-build expertise provides a comprehensive, effective and efficient approach to project coordination, implementation and management.

PROFESSIONAL EXPERIENCE

Land Planner and Project Management Consultant

Salt Lake City, Utah (1993 to Present)

Responsibilities include: Prepare project architectural, landscape architectural, land planning and development solutions for private and public sector clients. Coordinate and facilitate project development activities including property acquisitions, land trades, negotiations and bids, consultant and contractor selections, project planning and management. Interface all phases of the project with clients, professional support services, funding resources, material suppliers, construction activities, inspectors and regulatory agencies. For additional information visit (www.ExteriorDesignCoalition.com)

Salt Lake City Corporation - Planning Division

Salt Lake City, Utah (1980 - 1993)

Responsibilities included: Served as East Bench Community Planner responsible for direct participation with the Mayor, City Council, Planning Commission, Board of Adjustment, Historic Landmark Committee, various advisory groups, and the general public on all community planning and development issues. Performed complex planning and development activities including property annexations, rezoning petitions, conditional use requests, subdivisions, trails and open spaces, preparation of master plans, planning and zoning administration. Coordinated and negotiated planning, environmental and development solutions with citizen groups, officials from the City, Counties, other Municipalities, Regional Planning Agencies, the State of Utah, and the Federal Government ranging from urban to Wasatch Canyon proposals and issues.

Eckhoff, Watson and Preator Engineering - now Stantec Consulting
Salt Lake City, Utah (1979 - 1980)

Responsibilities included: Performed and coordinated project engineering functions, site analysis, plat and survey data, geotechnical and soils reports, drainage and utility infrastructure design, subdivision and planned unit development plans and details. Consultant to economic development solutions, local community governments for growth management, business trends, land use planning, and administrative policies.

Jerry L. Perrine Associates Landscape Architects
Park City, Utah (1978 - 1979)

Responsibilities included: Prepared comprehensive mixed-use master plans and density studies for mountain communities, villages, golf courses and ski resorts. Project design and development included site analysis, topographical and environmental mapping, mining claims, and geologic review from individual sites to communities. Prepared architectural and landscape architectural designs, bids and construction drawings for residential, commercial, and mixed-use projects.

EDUCATION

- Landscape Architecture and Environmental Planning Bachelor Degree; Business and Real Estate Minor Degree - Utah State University, Logan, Utah (1978)
- Civil Engineering Associate Degree - Michigan Technological University, Houghton, Michigan (1975)

REGISTRATIONS

- Licensed Landscape Architect and Land Planner - State of Utah
- Licensed Real Estate Agent - State of Utah
- American Society of Landscape Architects

REFERENCES

CLIENTS
(1995 to 2006)

Richard S. Johnson Estate (Land Owners)
225 South 200 East, Suite 150
Salt Lake City, Utah 84111

Estate Representatives:

- Robert C. Cummings - Attorney; Swen A. Mortenson - Certified Public Accountant; Kent B. Bateman - Movie Producer; and Koral Robinson - Widow
- Gary R. Heintz - Vice-President and Executive Director of Real Estate Development for Estate Board of Directors

PROJECTS

(2) Bureau of Land Management Land Exchanges

Titles: BLM / Cummings Land Exchange
BLM / Exchange Lands Management Land Exchange

Overview: Initiated and orchestrated (2) complex Land Exchange packages with the BLM.
Client's Offered Lands: (2653.98) acres located at Utah's West Desert.
BLM Selected Lands: (344.44) acres located at Jordanelle and Park City Area.

Jordanelle Development - Tuhaye

Client: Exchange Lands Management Company, LLC (ELM)

Overview: Project Planner-Member-Developer of Client's (216) acre ELM Property (from BLM Exchanges) into a Mixed-Use Development including all entitlements within Tuhaye and Hideout Canyon Resort Communities, Park City.
Approvals: Received Master Plan, Land Use, Density and Zoning approval for (300) ERU's, Residential and Estate Lots, PUD's, Executive Retreat and Spa.

White Pine Canyon Development - The Colony

Client: Mines Ventures Company, Inc.

Overview: Project Planner-Member-Developer of Client's (186) acre Mining Claim Property into (9) Ski-in/Ski-out Estate Lots located in the Colony at White Pine Canyon.
Approvals: Received Master Plan, Land Use, Density and Zoning approval for (9) Estate Lots including all entitlements adjacent to Canyons Resort, Park City.

Silverlake Village PUD Development - Brighton-Solitude

Owner: Rocky Mountain Management Company, LLC (www.Silverlake-Village.com)

Overview: Project Owner, Land Planner and Developer of (2.5) acre Property into a Boutique Multi-Use Resort Development located at Brighton and Solitude Area.
Approvals: Received FCOZ Conditional Use and Density approval for a (5) Lot Single-Family Dwelling PUD Subdivision, Short-Term Rental capability, and Office for Management and Support Services including all entitlements.

Gary R. Heintz
Resume Supplement

Additional Resources

- Resume of Professional Experience
- Exterior Design Coalition (ExteriorDesignCoalition.com)

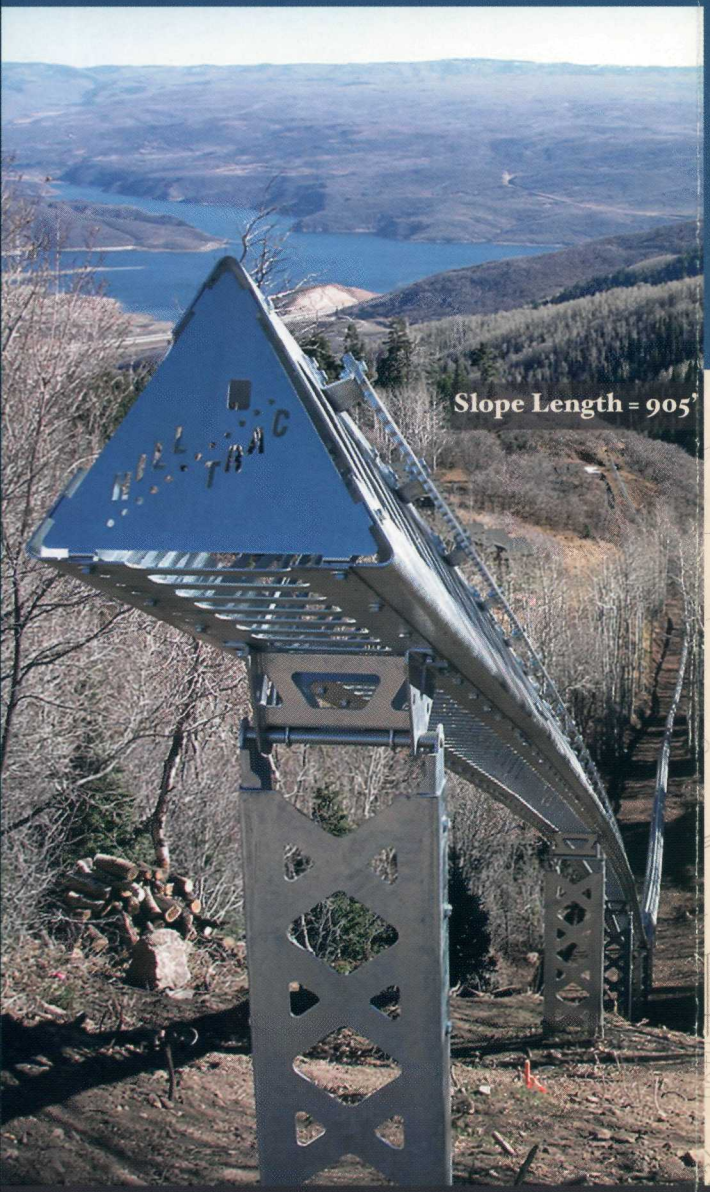
Project Examples

- Tuhaye Community (TaliskerClub.com)
- The Colony at White Pine Canyon (TheColonyWPC.com)
- Dreamscape Villa Executive Retreat (DreamscapeVilla.com)
- The Lodges at Silverlake Village (Silverlake-Village.com)
- Others

Volunteer every year at the following Community Special Events and Organizations

- Red Butte Garden (University of Utah)
- Utah Arts Festival
- Salt Lake City Arts Council
- Twilight Concert Series
- Living Traditions Festival
- Sundance Film Society
- Utah Blues Society
- Deer Valley Freestyle International World Cup (Mogul Crew)
- Others

Hilltrac makes inaccessible terrain, accessible terrain!



About Us

HillTrac is the culmination of over 100 years of combined design, engineering and construction experience in the outdoor transportation industry. Our vision drew on this experience to provide business and property owner's with convenient and affordable upscale access to all terrain. You can rely on HillTrac with confidence for your trouble-free access solutions.

Hilltrac Inc.

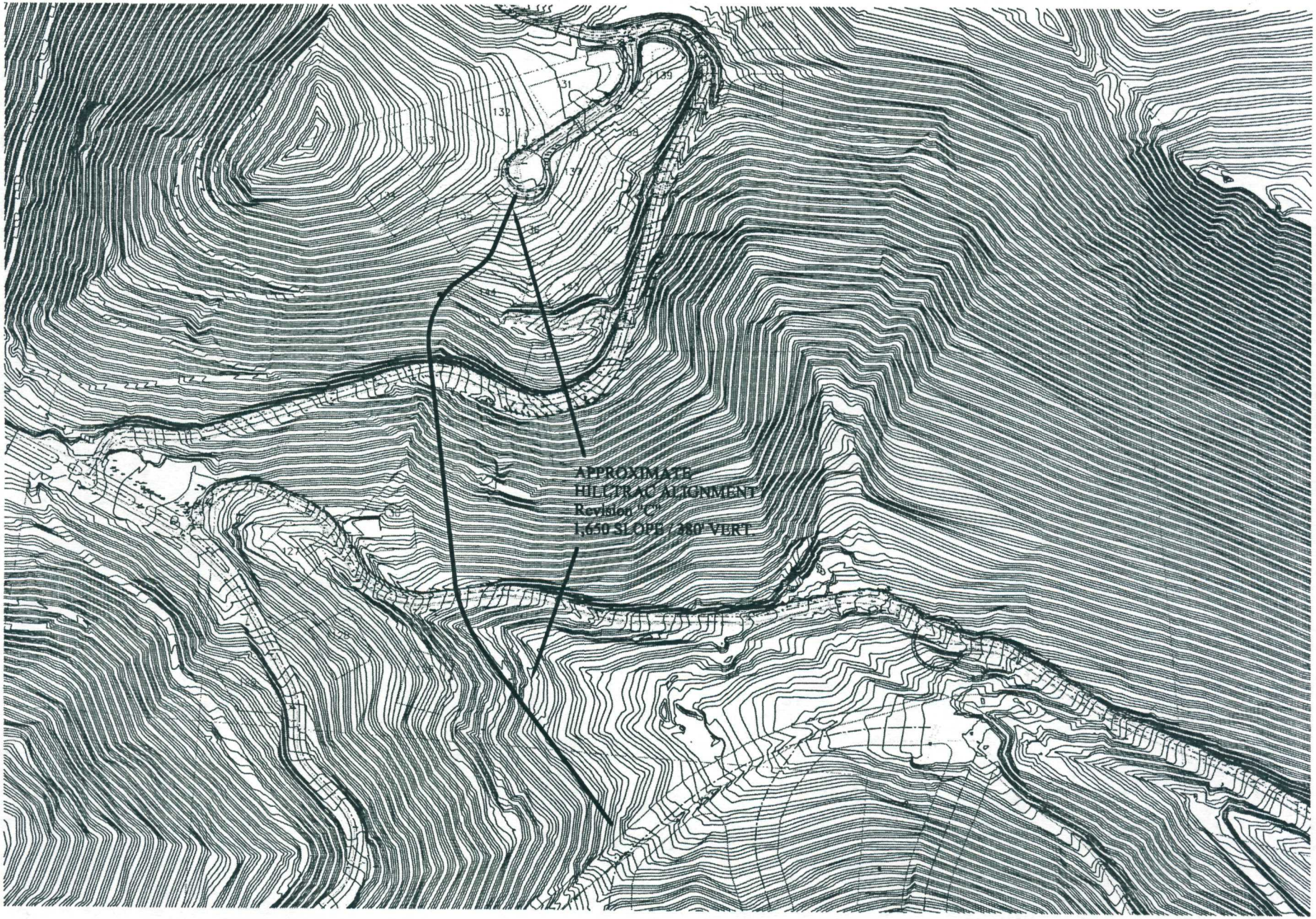
2061 West 2300 South
Salt Lake City, UT 84117
Phone (801) 972-1699
Fax (801) 972-1899
info@hilltrac.com

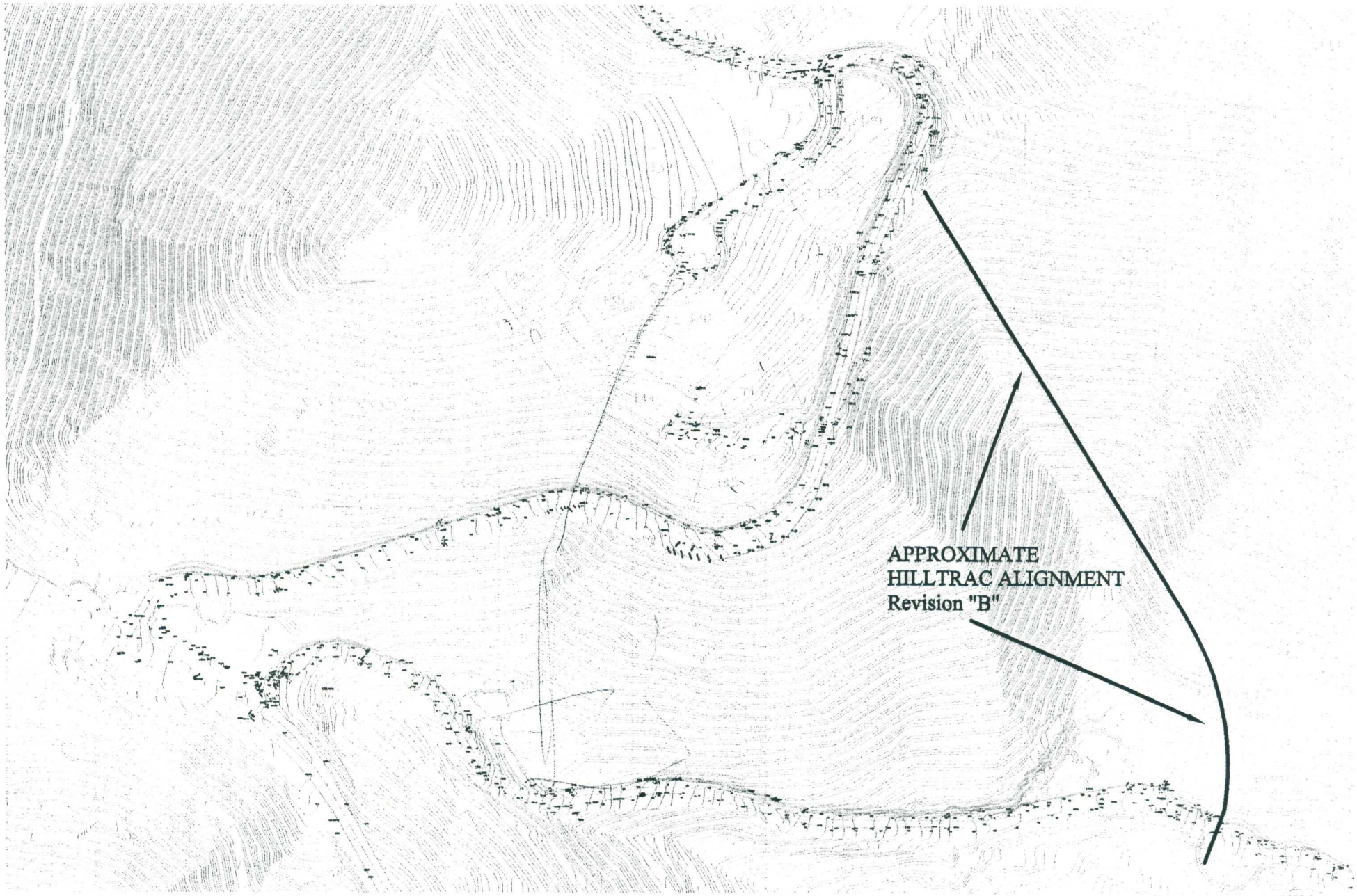
HILL TRAC

Inclined Transportation Systems

SNOWTOP NEIGHBORHOOD
DEER CREST WEST GATE
PROPOSED SALES ADMINISTRATION LOCATION
DEER HOLLOW VILLAGE
DEER VALLEY RES TICKET/ADMINISTI
FUTURE SNOWPARK VILLAGE
DEER CREST GRAND LODGE AT SNOWPARK
DEER CREST ESTATES NEIGHBORHOOD
ROOSEVELT GAP HOTEL/CONDOMINIUMS
SNOWPARK LODGE
Deer Crest Grand Lodge
SKI IN/SKI OUT ESTATE LOTS
DEER CREST ESTATES NEIGHBORHOOD
Connection from Roamer and Kimberly Ski Trails

1" = 300'


APPROXIMATE
HILLCRAG ALIGNMENT
Revision "C"
1,650 SLOPE / 330' VERT.


APPROXIMATE
HILLTRAC ALIGNMENT
Revision "B"

1. **TEST 1: The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building volume is from the Transfer of Development Credits;**

    a. Relative to the 1995 Settlement Agreement Exhibit F site plan, the proposed Founders Place design reduces the overall impact to the site and does not result in increased square footage or building volume. The estimated building volume in the 1995 Exhibit F plan is 376,419 square feet. The proposed design reduces the overall size approximately 8% to 345,405 square feet. The image below provides a three-dimensional comparison between the 1995 Exhibit F Plan (in white) and the 2021 proposed design (in color) to help illustrate the reduced building mass.

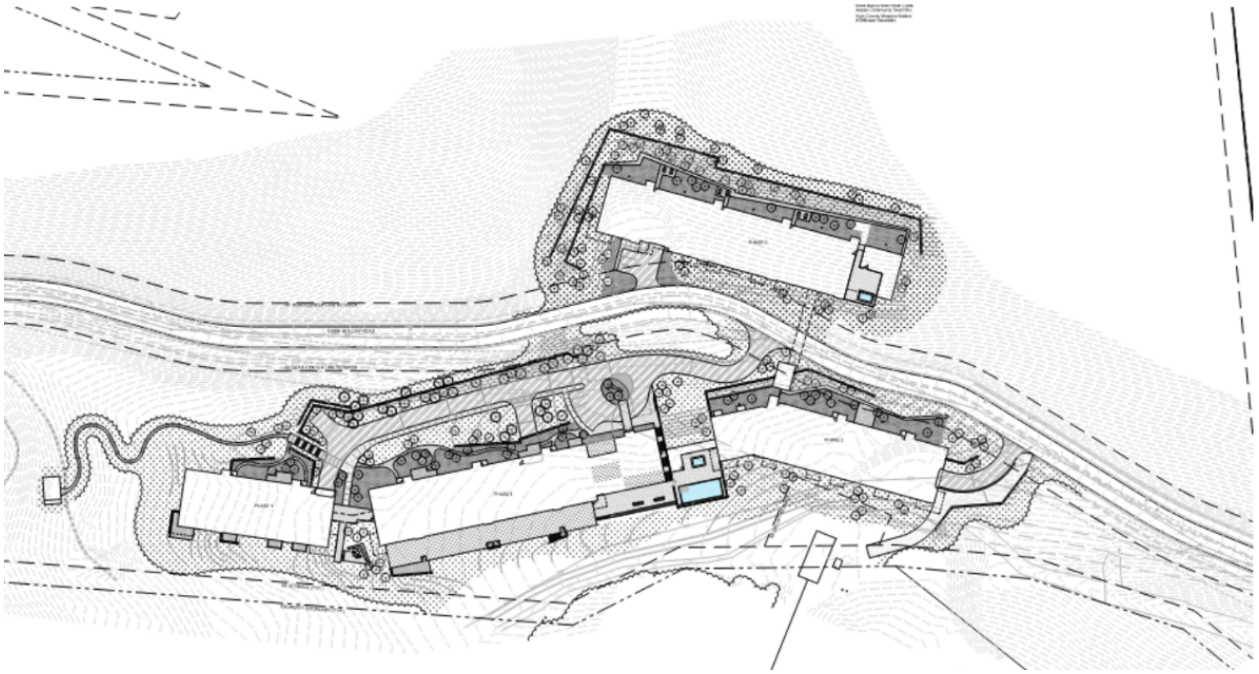
2. **TEST 2: Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site-specific analysis;**

    a. The proposed Founders Place project is uniquely located where the visual impacts on adjacent structures and neighboring parcels is eliminated almost entirely. The site vicinity map below illustrates the distance to the three closest neighboring properties. These three neighboring properties, in order of proximity to Founders Place, are: (1) Snowtop Court, 750 feet; (2) Deer Crest Estates, 1,800 feet; (3) St. Regis Hotel, 2,500 feet. It is important to note that all three of these neighboring properties are located at higher elevations relative Founders Place. This is important to note because Founders Place's lower relative elevation results in no potential problems on the neighboring properties caused by shadows, loss of solar access, and loss of air circulation.

SITE VICINITY MAP

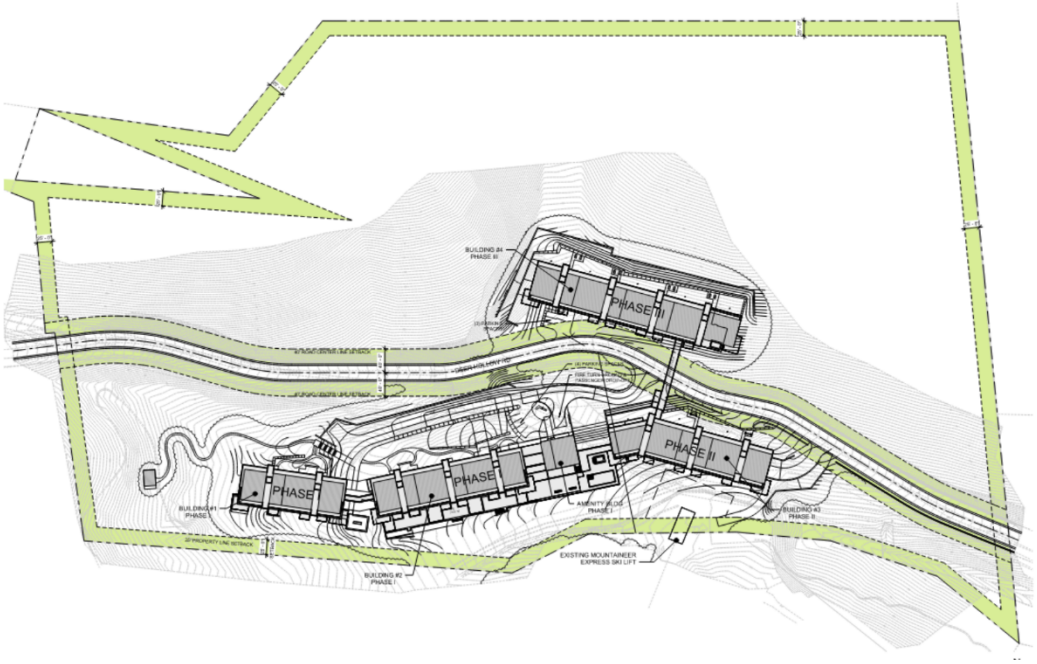
3. **TEST 3: There is adequate Landscaping and buffering from adjacent Properties and Uses;**

   a. As noted in statement #2, the proposed Founders Place project is not immediately adjacent to developed properties. Within the 30-acre site, approximately 20 acres are located to the north of Deer Hollow Road and 10 acres are located to the south. The proposed buildings are generally located in the center of the 30-acre site and are bifurcated by Deer Hollow Road. The project's landscape plan has been developed to minimize excess water use by focusing on drought-tolerant and natural plantings. These plantings are also located to buffer the semi-public interaction with the project while vehicles are passing along Deer Hollow Road. The image below illustrates the project's planting plan.



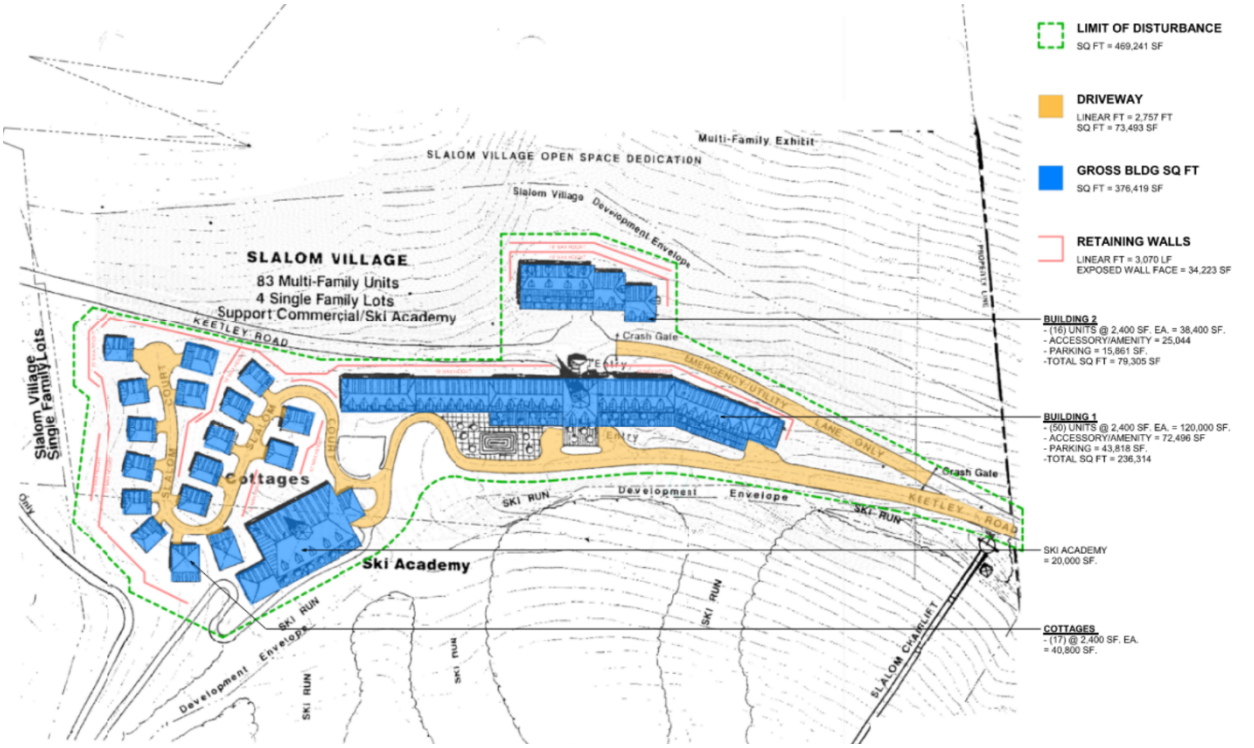
4. **TEST 4: Increased Setbacks and separations from adjacent projects are proposed;**

   a. Founders Place maintains a twenty-five (25) foot setback along all property boundary lines with the exception of the property boundary immediately adjacent to Deer Valley Resort's Mountaineer Express chairlift. At this location, the setback is increased to 50' form the lift terminal. In addition to setbacks at property boundaries, the project's design proposes a 40' setback from centerline of Deer Hollow Road on either side of the road.



5. **TEST 5: The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible;**

a. The project's design proposes 24 of the 30-acre site be open space resulting in approximately 80% of the site remaining undisturbed as open Space. In addition to a significant amount of open space relative to the total site, the limit of disturbance has been reduced relative to the to the original site plan proposed in the 1995 Settlement Agreement Exhibit F. The estimated limit of disturbance in the1995 Plan is approximately 469,241 square feet. The Founders Place proposal reduces the limit of disturbance 44% to 264,153 square feet. The two images below provide a comparison of the limit of disturbance between the two plans as noted by the dashed green outline. The first image shows the 1995 Plan and the second shows the Founders Place proposed plan.



6. **TEST 6: The additional Building Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review, or the Design Guidelines for Park City's Historic Districts and Historic Sites if the Building is located within the Historic District.**

    a. The project's roof form is designed to mimic the surrounding topography to minimize the overall impact on the area. The form generally consists of a 'mixed-form'. The primary reason for the mixed-form is to avoid a monolithic form and to create aesthetic interest as the building steps from the foundation wall to the roof. The dominant form of the roof form consists of a gabled roof for a majority of the roof structure with sections of shed roof to capture solar gain and sections of transition roof at the building cores to aid in snow management. Not only does this 'mixed-form' provide the aforementioned benefits, it also reduces the overall scale of the building masses. Below is a selection of rendered imagery to provide greater detail to the proposed design.

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Founders Place**
Applications: **PL-21-04914; PL-21-05074**
Author: **Rebecca Ward**
Date: **December 8, 2021**
Type of Item: **Subdivision and Phase I Condominium Plat**

Recommendation

(I) Review the Founders Place Subdivision and Founders Place Phase I Condominium Plat; (II) conduct a public hearing; and (III) consider forwarding a positive recommendation for City Council's consideration on January 27, 2022, based on the Findings of Facts, Conclusions of Law, and Conditions of Approval outlined in the Draft Ordinances (Founders Place Subdivision, Exhibit A; Founders Place Phase I Condominium Plat, Exhibit B).

Description

Applicant:	Bill Fiveash with Deer Crest Associates I, LC
Location:	Parcel 00-0021-01977 in Wasatch County
Zoning District:	Recreation Commercial within a Master Planned Development
Adjacent Uses:	Residential; Deer Valley Resort
Applications:	Subdivision – PL-21-04914 Condominium – PL-21-05074
Reason for Review:	The Planning Commission reviews proposed Subdivision and Condominium Plats, conducts a public hearing, and forwards a recommendation to City Council. The City Council conducts a public hearing and takes final action.[1]

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Summary

The Applicant proposes constructing a 354,264-square-foot ski-in ski-out village on a 30.7-acre property in the Deer Crest area, including:

- 199,200 square feet for 78 residential units in four buildings,
- 5,400 square feet for six employee housing units,
- 3,229 square feet of Support Commercial,
- 100,857 square feet of Residential Accessory Uses, and
- 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation.

The Applicant proposes the Founders Place Subdivision to create a 6.39-acre Lot 1, a 2.50-acre Lot 2, a 2.93-acre Lot 3, and an 18.88-acre Open Space Parcel (Exhibit A,

[1] LMC § 15-7.1-6(C).

Attachment 1).

The Applicant proposes developing the project in three phases:

2.14 PHASING

The project will be constructed in 3 phases with a timeline based on the economic conditions of the time. A summary of the scope and general timeline of each phase is defined below:

- Phase I: Includes Buildings 1 and 2, Amenity Space, and the Pool/Ski Deck.
  Housing Unit Count this Phase: 32
  Total GSF this Phase: 158,813 GSF
  Construction Start Date: Spring 2022

- Phase II: Includes Building 3
  Housing Unit Count this Phase: 19
  Total GSF this Phase: 89,422 GSF
  Construction Start Date: Spring 2023

- Phase III: Includes Building 4 and Associated Pedestrian Bridge
  Housing Unit Count this Phase: 27
  Total GSF this Phase: 114,222 GSF
  Construction Start Date: Spring 2024

The Applicant submitted a condominium plat application for the 32 residential units and four affordable employee units in Buildings 1 and 2, the amenity space, and the pool/ski deck in Phase I (Exhibit B, Attachment 1).

The proposed Subdivision and Condominium Plat Condition of Approval 1 states that Subdivision and Condominium Plat approval are contingent upon Planning Commission approval of modifications to the Deer Crest Master Planned Development and Multi-Unit Dwelling Conditional Use Permit.

Background

Please see the Master Planned Development and Conditional Use Permit staff report outlining the project background. In summary, Founders Place is subject to the 1995 Telemark Settlement Agreement between Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation, as amended, and the Wasatch County Density Determinations, as amended. The 1995 Settlement Agreement and Density Determinations constitute the Deer Crest Master Planned Development.

Analysis

(I) The Founders Place Subdivision complies with the Recreation Commercial Zoning District requirements.

Founders Place is in the Recreation Commercial Zoning District. The purposes of the Recreation Commercial Zoning District include:

- Allowing resort-related transient housing with appropriate supporting commercial and service activities,
- Encouraging the clustering of development to preserve Open Space, minimize Site disturbance and impacts of development, and minimize the cost of

construction and municipal services,
- Limiting new development on visible hillsides and sensitive view areas,
- Providing opportunities for variation in architectural design and housing types,
- Promoting pedestrian connections within developments and to adjacent areas,
- Minimizing architectural impacts of the automobile, and
- Promoting development of buildings with designs that reflect traditional Park City architectural patterns, character, and Site designs.[2]

Multi-Unit Dwellings are a Conditional Use in the Recreation Commercial Zoning District.[3]

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

Requirements	**Proposal**
Floor Area Ratio is 1.0, not including underground Parking Structures	Density for the Founders Place Site was established in the 1995 Settlement Agreement (no more than 83 Multi-Unit Dwellings at 2,400 square feet per unit, totaling 199,200 square feet) and the First Amended Density Determination (83 townhouse/cottages units not to exceed 2,400 square feet, totaling 199,200 square feet). The Applicant proposes 78 Residential Units, totaling 199,200 square feet, and six Affordable Units. Affordable Units constructed on site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.[5]
Front Setback – 20 feet	**Complies** The Front Setback for Founders Place is along Deer Hollow Road. ¶ 4 of the First Amended Density Determination requires a 40-foot Setback from the road centerline.
Rear Setback – 10 feet	**Complies** ¶ 4 of the First Amended Density Determination requires a 25-foot Rear Setback.
Side Setback – 10 feet	**Complies** ¶ 4 of the First Amended Density Determination requires a 10-foot Side Setback.

[2] LMC § 15-2.16-1.
[3] LMC § 15-2.16-2(B)(1).
[4] LMC § 15-2.16-3.
[5] LMC § 15-6-8.

	The Applicant proposes subdividing the property to align with the phasing of the project, creating three separate lots, and three separate condominium plats. As a result, there will be a common wall created between Lots 1 and 2. Pursuant to LMC § 15-2.16.3(G), in the Recreation Commercial Zoning District, a Side Setback between connected structures is not required where structures are designed with a common wall on a property line and a party wall agreement is recorded in a form approved by the City Attorney and Chief Building Official. **Condominium Condition of Approval 17** Prior to submitting a condominium plat mylar for Phase II, the Applicant shall submit a party wall agreement for the shared wall between Lots 1 and 2 in a form approved by the City Attorney and Chief Building Official.
Snow Release	**Subdivision Condition of Approval 6** **Condominium Condition of Approval 6** The Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
Open Space requirements are established in the Master Planned Development review	MPDs must contain a minimum of 60% Open Space.[6] The 30.7-acre Parcel totals 1,337,292 square feet. The gross building footprint square footage for the site is 345,405 square feet and the driveway square footage is 22,309 square feet, totaling 367,714 square feet. Proposed Open Space for the 30.7-acre Parcel is 27.5%. While the Founders Place Site Open Space is below the 60% required in LMC § 15-6-5(D), Open Space requirements for 526 acres within the Deer Crest area were outlined in the First Amended Density Determination. ¶ 1 of the First Amended Density Determination required that 312 of the 526 acres be preserved as Open Space, totaling 60%. Additionally, the 1995 Settlement Agreement outlined what was referred to as the Slalom Village Development Envelope. No changes to the parameter of the Development Envelope are proposed. Rather, within the Development Envelope, the project reduces the Site disturbance, thus increasing overall Deer Crest Open Space. The table below outlines the Site disturbance decrease from the 1995 Settlement Agreement Site Plan and the current proposal:

[6] LMC § 15-6-5(D).

	1995 Site Plan	Current Proposal	Square Footage Decrease	Percentage Decrease
Limit of Disturbance	469,241 SF	264,153 SF	205,088 SF	44%
Driveway	73,493 SF	22,309 SF	51,184 SF	70%
Gross Building Square Footage	376,419 SF	345,405 SF	31,014 SF	8%
Retaining Wall Linear Feet	3,070 feet	2,807 feet	983 feet	9%
Retaining Wall Exposed Face	34,223 SF	18,991 SF	15,232 SF	45%

(II) The Founders Place Subdivision Complies with Subdivision Requirements.

The Founders Place Subdivision is a minor subdivision, containing not more than three Lots fronting an existing street.[7]

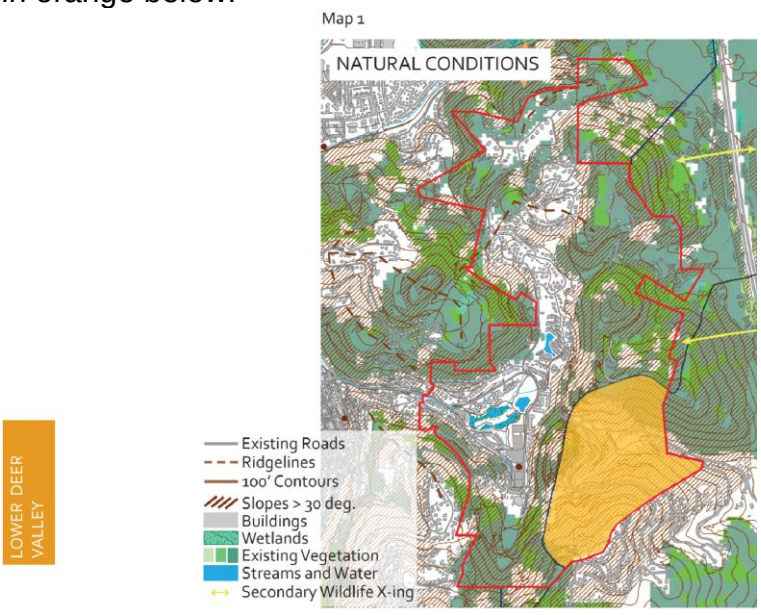
Phasing Plan
Residential Subdivisions with more than 20 condominiums require a phasing plan specifying the timing of public improvements and residential construction.[8]

The Applicant submitted the proposed phasing timeline (included above). Founders Place is an outlier property within Park City because it is in Wasatch County and was annexed into Park City as part of the 1995 Settlement Agreement. The Deer Crest Interlocal Agreement outlines required coordination between the Applicant, Park City, and Wasatch County regarding districts that will provide services to the property. The Wasatch County Planning Department, districts, and utilities have reviewed the proposal and have provided input. **Subdivision and Condominium Condition of Approval 7** requires the Applicant to coordinate with Park City and Wasatch County entities regarding public improvements as outlined in the Deer Crest Interlocal Agreement.

The Applicant is required to submit a Development Agreement within six months of the Master Planned Development approval. **Subdivision and Condominium Condition of Approval 8** requires the Applicant to submit a phasing plan as part of the Development Agreement in a form approved by the City Attorney's Office and Mayor.

[7] LMC § 15-7.1-3(A)(1).
[8] LMC § 15-7.1-4(B).

Subdivision Requirements

Requirement	Proposal
Subdivision name may not duplicate another	Wasatch County reviewed the proposed Founders Place Subdivision and did not identify issues. **Subdivision Condition of Approval 18** requires the Applicant to change the name of the Subdivision Plat during the redline process from Deer Hollow to Founders Place to reflect the renaming of the project prior to printing to final mylar.
The Subdivision shall place permanent reference monuments	**Subdivision and Condominium Condition of Approval 9** The City Engineer shall review and approve the final Subdivision mylar prior to recordation with Wasatch County for compliance with Park City Design Standards, Construction Specifications, and Standard Drawings.
Limits of Disturbance	The 1995 Settlement Agreement outlined what was referred to as the Development Envelope for the property. No changes to the parameter of the Development Envelope are proposed. Rather, within the Development Envelope, the project reduces the Site disturbance, thus increasing overall Deer Crest Open Space.
Ridge Line Development	LMC § 15-15-1 defines a Ridge Line Area as the top, ridge, or crest of hill or Slope plus the land located within 150 feet on both sides of the top, crest, or ridge. The General Plan Volume II, Neighborhoods 3 (p. 3) identifies designated Ridge Line Areas in the Lower Deer Valley area, highlighted in orange below: 

	The proposed development is not within 150 feet of a designated Ridge Line Area.
Roads and utility lines should be designed to work with existing grade and cut and fill slopes should be minimized	The Founders Place proposal reduces the overall Site disturbance compared to the 1995 Site Plan by decreasing the Limit of Disturbance by 44%, the driveway square footage by 70%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 9%, and the exposed retaining wall face square footage by 45%.
Drainage ways	**Subdivision and Condominium Condition of Approval 10** The Applicant shall work with the Engineering Department to address subsurface drainage and storm water drainage, prior to submitting a building permit.
Soil Conditions	**Subdivision and Condominium Condition of Approval 11** Slope stability analysis completed by a geotechnical engineer prior to submitting a building permit, is to be reviewed and approved by the Engineering Department.
Trails and Sidewalks shall allow efficient internal circulation as well as links to adjacent trail systems	Internal pedestrian circulation is provided on site, as is internal connectivity between the buildings, including a pedestrian bridge connection from the buildings south of Deer Hollow Road and those north of Deer Hollow Road. Two public trails cross the property: the Pipeline Trail and Village Trail. The Park City Trails & Open Space Manager reviewed the proposed project and requests the following: **Subdivision and Condominium Condition of Approval 12** The Applicant shall dedicate the four-foot soft-surfaced Pipeline and Village Trails for public use on the subdivision plat, as approved by the Trails & Open Space Manager and City Attorney's Office.
Topsoil Preservation and Final Grading	**Subdivision and Condominium Condition of Approval 13** No Certificate of Occupancy shall be issued until Final Grading is completed and Lots are recovered with topsoil an average depth of at least six inches, which shall contain no particles over two inches in diameter over the entire area of the Lot, except that portion covered by buildings or included in Streets, or where the Grade hash not been changed or

	natural vegetation damaged. **Subdivision and Condominium Condition of Approval 14** All disturbed areas on Lots shall be covered with topsoil and re-vegetated at a minimum with seed sown at not less than four pounds to each one thousand square feet. In the spring, seed shall be sown between March 15 and May 15; in the fall, seed shall be sown between August 15 and September 30. The seed shall be a native grass seed mix approved by the City and shall have been tested for germination within one year of the date of seeding.
Fire Sprinkling	**Subdivision and Condominium Condition of Approval 15** Interior and exterior fire sprinkler systems may be required of all projects based upon an analysis of the size of the Structures, vegetation surrounding the Structures, and location of the project as it relates to Fire District response time, to be determined with the Wasatch County Fire District.
Debris and Waste	**Subdivision and Condominium Condition of Approval 16** No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land or left deposited on any Lot or road at the time of issuance of a Certificate of Occupancy and removal shall be required prior to issuance of any Certificate of Occupancy.

(II) The Founders Place Phase I Condominium Plat complies with the requirements of the Land Management Code, modifications to the Master Planned Development, and the Multi-Unit Dwelling Conditional Use Permit.

Founders Place Phase I includes the following:

- **Phase I:** Includes Buildings 1 and 2, Amenity Space, and the Pool/Ski Deck.
  - Housing Unit Count this Phase: 32
  - Total GSF this Phase: 158,813 GSF
  - Construction Start Date: Spring 2022

Four affordable units totaling 3,244 square feet are required to be constructed within Founders Place Phase I. As a result, staff recommends the following Conditions of Approval:

Condominium Condition of Approval 18 – The on-site affordable housing obligations outlined in the approved Housing Mitigation Plan shall be satisfied prior to City issuance of a Certificate of Occupancy within each phase of the project.

Condominium Condition of Approval 19 – The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.

Subdivision Condition of Approval 17 | Condominium Condition of Approval 20
The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.

Subdivision Condition of Approval 18 | Condominium Condition of Approval 21
No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.

(III) There is Good Cause for the Founders Place Subdivision and Founders Place Condominium Phase I Plats.

LMC § 15-15-1 defines *Good Cause* as:

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

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

The Founders Place proposal improves the development for the site compared to the 1995 Site plan and reduces the overall Site disturbance by decreasing the Limit of Disturbance by 44%, the driveway square footage by 70%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 9%, and the exposed retaining wall face square footage by 45%.

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

However, the Applicant met with the Housing Department to create a draft Affordable Housing Mitigation Plan that increases the affordable housing contribution from four to ten percent, as outlined in the Master Planned Development and Conditional Use Permit staff report. The Applicant's plan proposes two mitigation measures: six on-site units and a community benefit fee. This proposal aims to provide on-site affordable employee units that will serve managers, full-time, and seasonal employees, while contributing to the Park City affordable housing fund for citywide initiatives. The Applicant will also implement a fee in accordance with state law which requires that 0.50% of the net purchase price for each market-rate unit sale, and initially and with each subsequent sale, be transferred to Park City Municipal for the City's affordable housing budget. Fees will be transferred to Park City through December 31, 2035.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on November 23, 2021. Staff mailed courtesy notice to property owners within 300 feet on November 23, 2021. The *Park Record* published notice on November 24, 2021.[9]

Public Input

No public input regarding the Subdivision and Condominium Plat was submitted when this report was published. For public input regarding the overall Founders Place project, please refer to the Master Planned Development and Conditional Use Permit staff report, Exhibit S.

Alternatives

- The Planning Commission may forward a positive recommendation for City Council's consideration on January 27, 2021;
- The Planning Commission may forward a negative recommendation for City Council's consideration on January 27, 2021, and may direct staff to make findings for the denial; or
- The Planning Commission may continue the item to a date certain.

Exhibits

Exhibit A:
Draft Ordinance No. 2021-XX Approving the Founders Place Subdivision Plat

Exhibit B:
Draft Ordinance No. 2021-XX Approving the Founders Place Phase-I Condominium Plat

[9] LMC § 15-1-21.

Ordinance No. 2021-XX

AN ORDINANCE APPROVING THE FOUNDERS PLACE SUBDIVISION LOCATED AT PARCEL 00-0021-01977 IN PARK CITY, WASATCH COUNTY, UTAH

WHEREAS, the owners of Parcel 00-0021-01977 in the Deer Crest Master Planned Development area of Park City, Wasatch County, Utah petitioned the City Council for approval of the Founders Place Subdivision;

WHEREAS, on November 23, 2021, staff posted notice on the City's website and the Utah Public Notice website, posted notice to the property, and mailed courtesy notice to property owners within 300 feet, and the *Park Record* published notice on November 24, 2021;

WHEREAS, on October 27, 2021, the Planning Commission conducted a work session on the Founders Place project;

WHEREAS, on November 10, 2021, the Planning Commission visited the Founders Place site;

WHEREAS, on December 8, 2021, the Planning Commission reviewed modifications to the Deer Crest Master Planned Development and the Founders Place Conditional Use Permit for construction of Multi-Unit Dwellings;

WHEREAS, on December 8, 2021, the Planning Commission reviewed the Founders Place Subdivision, conducted a public hearing, and forwarded a _____ recommendation for City Council's consideration on January 27, 2022;

WHEREAS, on January 27, 2022, the City Council reviewed the Founders Place Subdivision and conducted a public hearing; and

WHEREAS, the Founders Place Subdivision is consistent with the 1995 Telemark Settlement Agreement and Wasatch County Density Determinations governing the property;

WHEREAS, the Founders Place Subdivision is consistent with the Land Management Code, including Chapter 15-2.16 *Recreation Commercial Zoning District*, Chapter 15-6 *Master Planned Developments*, and Chapters 15-7 *Subdivisions*; and

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

SECTION 1. APPROVAL. The Founders Place Subdivision (Attachment 1) is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. Founders Place (formerly known as Deer Hollow and Slalom Village) is in the Deer Crest area east of Deer Valley Resort and west of HYW 40 along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 through the Jordanelle Gatehouse to the east.
2. The Applicant proposes constructing 199,200 square feet for 78 residential units in four buildings, 5,400 square feet for six affordable employee units, 3,299 square feet of support commercial, 100,857 square feet of residential accessory uses, and 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation.
3. The area was originally within unincorporated Wasatch County and the proposed project started the land use review process with Wasatch County in the late 1980s.
4. In 1989, the property owner applied for a Density Determination from Wasatch County to develop what was then called the Telemark Park Resort.
5. In 1991, the Wasatch County Commissioners approved the Density Determination.
6. However, due to the project's location in several jurisdictions, a lawsuit ensued regarding development and services.
7. In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement.
8. The 1995 Settlement Agreement ¶ 2.2 describes the location of the Deer Crest property, which straddles several jurisdictions: *A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County and approximately 70 acres lie within the Park City Municipal Corporation city limits.*
9. The 1995 Settlement Agreement outlined the process and conditions for annexing portions of the Deer Crest property into Park City, as well as development parameters. The 1995 Settlement Agreement established the following regarding Founders Place within what was then identified as the Slalom Village development envelope:

a. No more than 83 Multi-Unit Dwellings at 2,400 square feet per unit (totaling 199,200 square feet)
b. 60% of the Multi-Unit Dwellings concentrated in a primary village structure
c. Four Single-Family Dwellings
d. A 20,000-square-foot ski academy
e. A ski chairlift located within a 1,100-foot radius of the primary village structure
f. Support commercial up to 5% of the gross square footage and appropriate amenities

10. The 1995 Settlement Agreement required the property owners to amend the 1991 Wasatch County Density Determination. In 1996, the First Amended Density Determination was recorded with Wasatch County. The First Amended Density Determination increased the single-family dwellings from four to five and included 83 townhouse/cottages (units not to exceed 2,400 square feet, totaling 199,200 square feet).
11. In 1997, the parties amended the 1995 Settlement Agreement, transferring the 20,000-square-foot ski academy to Telemark Park (also known as the Jordanelle Village Resort).
12. On December 17, 1998, the City Council approved Ordinance No. 98-53, annexing 253 acres of the Deer Crest property into Park City.
13. Also on December 17, 1998, the City Council approved Ordinance No. 98-51, amending the Zoning Map to include the Deer Crest annexation area.
14. Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District.
15. On December 23, 1998, Deer Crest Associates I, LC recorded the Deer Hollow Village Subdivision at Deer Crest, creating five single-family lots pursuant to the Founders Place density allocation.
16. In 2021, the Applicant submitted Conditional Use Permit, Modification to a Master Planned Development, Subdivision, and Phase I Condominium Plat applications to construct the remaining Multi-Unit Dwelling density.
17. In 2021, the Applicant submitted the Founders Place Subdivision Application to create a 6.93-acre Lot 1, a 2.50-acre Lot 2, a 2.93-acre Lot 3, and an 18.88-acre Open Space Parcel.
18. The Applicant proposes developing the project in three phases:
    a. Phase I: Buildings 1 and 2, amenity space, and the pool/ski deck.
        i. Housing unit count: 32
        ii. Gross square footage: 158,813
        iii. Construction start date: spring 2022
    b. Phase II: Building 3
        i. Housing unit count: 19
        ii. Gross square footage: 89,422
        iii. Construction start date: spring 2023

c. Phase III: Building 4 and associated pedestrian bridge
    i. Housing unit count: 27
    ii. Gross square footage: 114,222
    iii. Construction Start Date: spring 2024

19. On October 19, 2021, the Park City Development Review Committee evaluated the project and did not identify issues or concerns.
20. On October 27, 2021, the Planning Commission conducted a work session on the project.
21. ON November 4, 2021, the Wasatch County Development Review Committee evaluated the project and provided input and recommended Conditions of Approval.
22. On November 10, 2021, the Planning Commission visited the site.
23. On November 10, 2021, the Planning Commission was scheduled to determine whether the project is a minor or substantive modification to the Master Planned Development. However, prior to the meeting, the Applicant agreed the modification is substantive and the Planning Commission continued the discussion to December 8, 2021.

Conclusions of Law

1. There is Good Cause for the Founders Place Subdivision because the Founders Place proposal improves the development for the site compared to the 1995 Site plan and reduces the overall Site disturbance by decreasing the Limit of Disturbance by 44%, the driveway square footage by 70%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 9%, and the exposed retaining wall face square footage by 45%. Additionally, the Applicant will provide affordable employee housing for 10% of the project.
2. The Founders Place Subdivision is consistent with the Land Management Code Chapter 15-2.16 *Recreation Commercial Zoning District*, Chapter 15-6 *Master Planned Developments*, and Chapters 15-7 *Subdivisions*.
3. Neither the public nor any person will be materially injured by the Founders Place Subdivision.
4. Approval of the Founders Place Subdivision, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. Approval of the Founders Place Subdivision is contingent upon Planning Commission approval of the Founders Place modifications to the Deer Crest Master Planned Development and the Founders Place Conditional Use Permit for Multi-Unit Dwellings.
2. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Founders Place Subdivision Plat for compliance with

State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.

3. The Applicant shall record the plat with Wasatch County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval for the Subdivision will be void, unless a request for an extension is made in writing prior to the expiration date and extension is granted by the City Council.
4. The property is not located within the Park City Soil Ordinance Boundary and therefor is not regulated by the City for mine related impacts. However, if the property owner encounters mine waste or mine waste impacted soils the property owner must handle the material in accordance with state and federal law.
5. The City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans is required for compliance with City standards and is a condition precedent to building permit issuance.
6. The Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
7. The Applicant shall coordinate with Park City and Wasatch County entities regarding public improvements as outlined in the Deer Crest Interlocal Agreement.
8. Within six months of the modification to the Master Planned Development approval, the Applicant shall submit a phasing plan as part of the Development Agreement in a form approved by the City Attorney's Office and Mayor.
9. The City Engineer shall review and approve the final Subdivision mylar prior to recordation with Wasatch County for compliance with Park City Design Standards, Construction Specifications, and Standard Drawings.
10. The Applicant shall work with the Engineering Department to address subsurface drainage and storm water drainage, prior to submitting a building permit.
11. Slope stability analysis completed by a geotechnical engineer prior to submitting a building permit, to be reviewed and approved by the Engineering Department.
12. The Applicant shall dedicate the four-foot soft-surfaced Pipeline and Village Trails for public use on the subdivision plat, as approved by the Trails & Open Space Manager and City Attorney's Office.
13. No Certificate of Occupancy shall be issued until Final Grading is completed and Lots are recovered with top soil an average depth of at least six inches, which shall contain no particles over two inches in diameter over the entire area of the Lot, except that portion covered by buildings or included in Streets, or where the Grade hash not been changed or natural vegetation damaged.
14. All disturbed areas on Lots shall be covered with topsoil and re-vegetated at a minimum with seed sown at not less than four pounds to each one thousand square feet. In the spring, seed shall be sown between March 15 and May 15; in

the fall, seed shall be sown between August 15 and September 30. The seed shall be a native grass seed mix approved by the City and shall have been tested for germination within one year of the date of seeding.

15. Interior and exterior fire sprinkler systems may be required of all projects based upon an analysis of the size of the Structures, vegetation surrounding the Structures, and location of the project as it relates to Fire District response time, to be determined with the Wasatch County Fire District.
16. No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land or left deposited on any Lot or road at the time of issuance of a Certificate of Occupancy and removal shall be required prior to issuance of any Certificate of Occupancy.
17. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
18. The Applicant shall change the name of the Subdivision Plat during the redline process from Deer Hollow to Founders Place to reflect the renaming of the project prior to printing to final mylar.

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

PASSED AND ADOPTED this 27th Day of January, 2022.

PARK CITY MUNICIPAL
CORPORATION

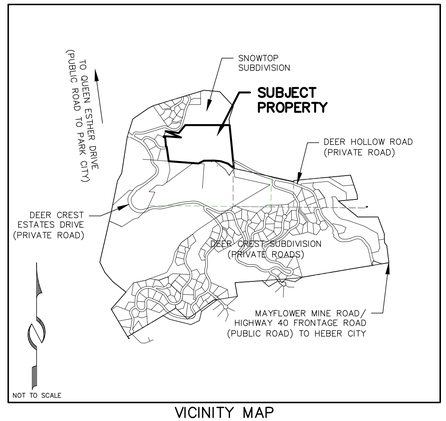
_____
MAYOR

ATTEST:

_____
City Recorder

APPROVED AS TO FORM:

_____
City Attorney’s Office



VICINITY MAP

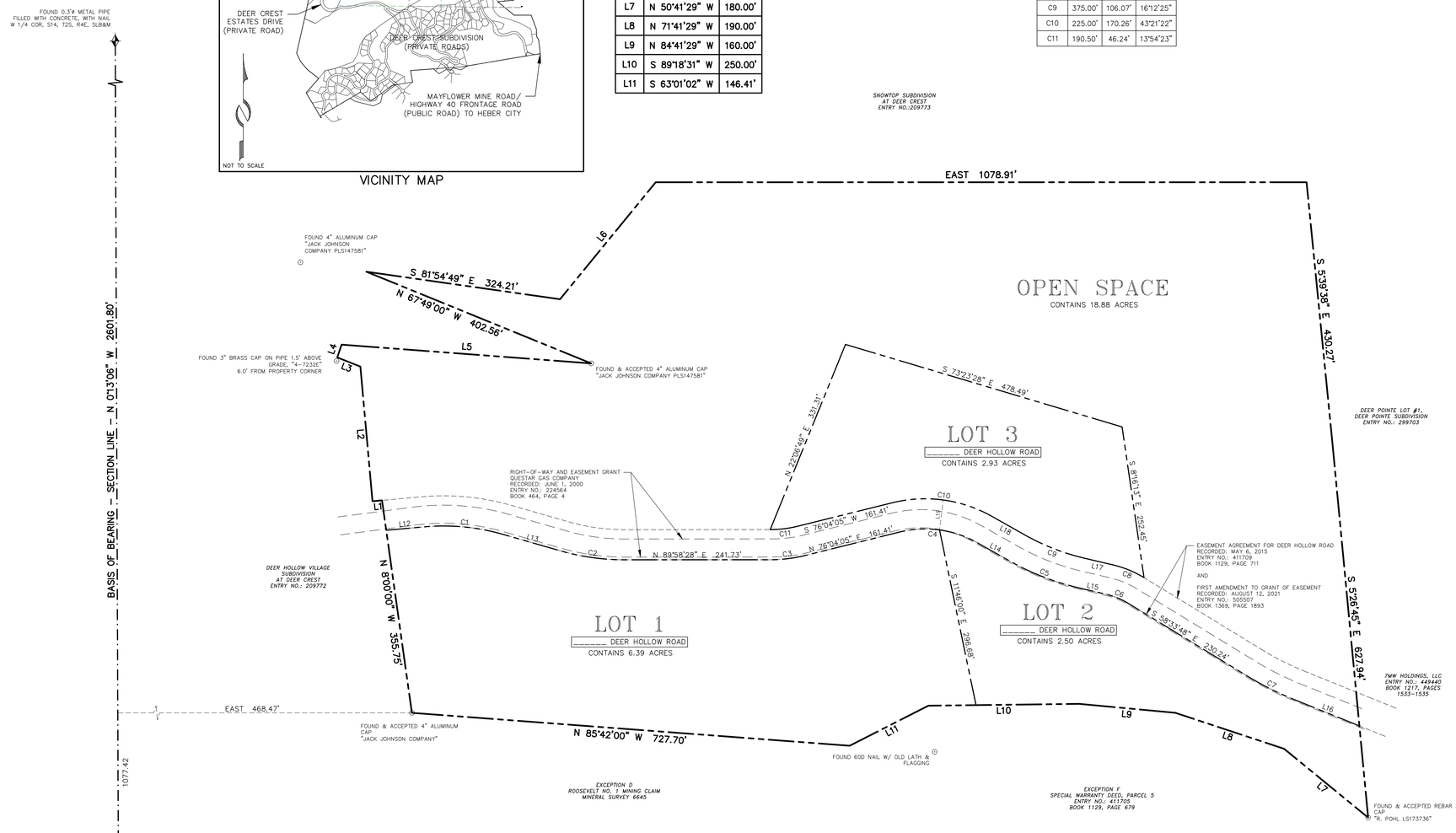
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 84°51'43" W	15.85'
L2	N 5°08'17" W	224.04'
L3	N 68°20'38" W	41.23'
L4	N 18°45'09" E	22.41'
L5	S 85°42'00" E	414.97'
L6	N 39°16'30" E	250.51'
L7	N 50°41'29" W	180.00'
L8	N 71°41'29" W	190.00'
L9	N 84°41'29" W	160.00'
L10	S 89°18'31" W	250.00'
L11	S 63°01'02" W	146.41'

LINE TABLE		
LINE	DIRECTION	LENGTH
L12	N 84°51'43" E	63.57'
L13	S 73°59'21" E	99.31'
L14	S 60°34'33" E	63.18'
L15	S 76°46'58" E	48.93'
L16	S 67°59'26" E	118.20'
L17	N 76°46'58" W	48.93'
L18	N 60°34'33" W	63.18'

LINE TABLE		
LINE	DIRECTION	LENGTH
L19	N 7°17'09" E	50.00'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	355.00'	131.04'	21°08'56"
C2	385.00'	107.76'	16°02'11"
C3	240.50'	58.37'	13°54'23"
C4	175.00'	132.42'	43°21'22"
C5	425.00'	120.22'	16°12'25"
C6	125.00'	39.75'	18°13'09"
C7	525.00'	86.38'	9°25'38"
C8	175.00'	55.65'	18°13'09"
C9	375.00'	106.07'	16°12'25"
C10	225.00'	170.26'	43°21'22"
C11	190.50'	46.24'	13°54'23"

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C12	225.00'	85.13'	21°40'41"
C13	225.00'	85.13'	21°40'41"
C14	175.00'	66.61'	21°48'35"
C15	175.00'	65.81'	21°32'47"



DEER HOLLOW SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SURVEYORS CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have combined said land into three (3) lots, hereafter to be known as DEER HOLLOW SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

PROFESSIONAL LAND SURVEYOR — No. 4857264 — MICHAEL DEMKOWICZ — STATE OF UTAH

LEGAL DESCRIPTION

That portion of estate conveyed in that Special Warranty Deed recorded July 01, 1996, as Entry No. 187886, in Book 325, at Page 746, of Official Records, and being located in Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian, which intersects the following patented mining claims:

Roosevelt (Mineral Survey 6645)

Queen Esther No. 3, and Queen Esther No. 6 (Mineral Survey 6979)

Gilt, Galena, Park City Consolidated No. 31, and Silver (Mineral Survey 6867)

Less and excepting therefrom the following described properties:

a) Deer Hollow Village at Deer Crest Official Plat recorded as Entry No. 209772, in Book 408, at Page 256.

b) Snowtop Subdivision at Deer Crest Official Plat recorded as Entry No. 209773, in Book 408, at Page 276.

c) Deer Crest Estates Phase II Official Plat recorded as Entry No. 209775, in Book 408, at Page 336.

d) Roosevelt No. 1 (Mineral Survey 6645)

e) Lot 27, Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

f) The property described in that Special Warranty Deed recorded as Entry no. 411705, in Book 1129, at Page 679.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be divided into lots, and parcels, together with easements as set forth to be hereafter known as DEER HOLLOW SUBDIVISION and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2021.

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

By: _____
_____
Its Authorized signatory

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2021, _____ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed DEER HOLLOW SUBDIVISION.

By: _____
Notary Public
_____
Printed Name
Residing in: _____
My commission expires: _____
Commission No. _____

100' 0 100' 200'
1"=100'

SHEET 1 OF 1

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

10/14/21 JOB NO.: 14-6-18 FILE: X:\DeerCrest\dwg\srv\plat2018\140618.dwg

JORDANELLE SPECIAL SERVICE DISTRICT AND SPECIAL IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	WASATCH COUNTY FIRE DISTRICT	RECORDED
APPROVED THIS _____ DAY OF _____, 2021	RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2021	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2021	APPROVED AS TO FORM THIS _____ DAY OF _____, 2021	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2021	I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2021	APPROVED THIS _____ DAY OF _____, 2021	STATE OF UTAH, COUNTY OF WASATCH, AND FILED AT THE REQUEST OF _____
BY _____ GENERAL MANAGER	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR	BY _____ PARK CITY RECORDER	BY _____ FIRE CHIEF	_____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____

Ordinance No. 2021-XX

AN ORDINANCE APPROVING THE FOUNDERS PLACE PHASE I CONDOMINIUM PLAT LOCATED AT PARCEL 00-0021-01977 IN PARK CITY, WASATCH COUNTY, UTAH

WHEREAS, the owners of Parcel 00-0021-01977 in the Deer Crest Master Planned Development area of Park City, Wasatch County, Utah petitioned the City Council for approval of the Founders Place Phase I Condominium Plat;

WHEREAS, on November 23, 2021, staff posted notice on the City's website and the Utah Public Notice website, posted notice to the property, and mailed courtesy notice to property owners within 300 feet, and the *Park Record* published notice on November 24, 2021;

WHEREAS, on October 27, 2021, the Planning Commission conducted a work session on the Founders Place project;

WHEREAS, on November 10, 2021, the Planning Commission visited the Founders Place site;

WHEREAS, on December 8, 2021, the Planning Commission reviewed modifications to the Deer Crest Master Planned Development and the Founders Place Conditional Use Permit for construction of Multi-Unit Dwellings;

WHEREAS, on December 8, 2021, the Planning Commission reviewed the Founders Place Phase I Condominium Plat, conducted a public hearing, and forwarded a _____ recommendation for City Council's consideration on January 27, 2022;

WHEREAS, on January 27, 2022, the City Council reviewed the Founders Place Phase I Condominium Plat and conducted a public hearing; and

WHEREAS, the Founders Place Condominium Plat is consistent with the 1995 Telemark Settlement Agreement and Wasatch County Density Determinations governing the property;

WHEREAS, the Founders Place Condominium Plat is consistent with the modifications to the Deer Crest Master Planned Development and the Founders Place Conditional Use Permit for Multi-Unit Dwellings approved by the Planning Commission on December 8, 2021;

WHEREAS, the Founders Place Subdivision is consistent with the Land Management Code, including Chapter 15-2.16 *Recreation Commercial Zoning District*, Chapter 15-6 *Master Planned Developments*, and Chapters 15-7 *Subdivisions*; and

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

SECTION 1. APPROVAL. The Founders Place Phase I Condominium (Attachment 1) is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. Founders Place (formerly known as Deer Hollow and Slalom Village) is in the Deer Crest area east of Deer Valley Resort and west of HYW 40 along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 through the Jordanelle Gatehouse to the east.
2. The Applicant proposes constructing 199,200 square feet for 78 residential units in four buildings, 5,400 square feet for six affordable employee units, 3,299 square feet of support commercial, 100,857 square feet of residential accessory uses, and 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation.
3. The area was originally within unincorporated Wasatch County and the proposed project started the land use review process with Wasatch County in the late 1980s.
4. In 1989, the property owner applied for a Density Determination from Wasatch County to develop what was then called the Telemark Park Resort.
5. In 1991, the Wasatch County Commissioners approved the Density Determination.
6. However, due to the project's location in several jurisdictions, a lawsuit ensued regarding development and services.
7. In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement.
8. The 1995 Settlement Agreement ¶ 2.2 describes the location of the Deer Crest property, which straddles several jurisdictions: *A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County and approximately 70 acres lie within the Park City Municipal Corporation city limits.*
9. The 1995 Settlement Agreement outlined the process and conditions for annexing portions of the Deer Crest property into Park City, as well as development parameters. The 1995 Settlement Agreement established the

following regarding Founders Place within what was then identified as the Slalom Village development envelope:

a. No more than 83 Multi-Unit Dwellings at 2,400 square feet per unit (totaling 199,200 square feet)
b. 60% of the Multi-Unit Dwellings concentrated in a primary village structure
c. Four Single-Family Dwellings
d. A 20,000-square-foot ski academy
e. A ski chairlift located within a 1,100-foot radius of the primary village structure
f. Support commercial up to 5% of the gross square footage and appropriate amenities

10. The 1995 Settlement Agreement required the property owners to amend the 1991 Wasatch County Density Determination. In 1996, the First Amended Density Determination was recorded with Wasatch County. The First Amended Density Determination increased the single-family dwellings from four to five and included 83 townhouse/cottages (units not to exceed 2,400 square feet, totaling 199,200 square feet).
11. In 1997, the parties amended the 1995 Settlement Agreement, transferring the 20,000-square-foot ski academy to Telemark Park (also known as the Jordanelle Village Resort).
12. On December 17, 1998, the City Council approved Ordinance No. 98-53, annexing 253 acres of the Deer Crest property into Park City.
13. Also on December 17, 1998, the City Council approved Ordinance No. 98-51, amending the Zoning Map to include the Deer Crest annexation area.
14. Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District.
15. On December 23, 1998, Deer Crest Associates I, LC recorded the Deer Hollow Village Subdivision at Deer Crest, creating five single-family lots pursuant to the Founders Place density allocation.
16. In 2021, the Applicant submitted Conditional Use Permit, Modification to a Master Planned Development, Subdivision, and Phase I Condominium Plat applications to construct the remaining Multi-Unit Dwelling density.
17. In 2021, the Applicant submitted the Founders Place Subdivision Application to create a 6.93-acre Lot 1, a 2.50-acre Lot 2, a 2.93-acre Lot 3, and an 18.88-acre Open Space Parcel.
18. The Applicant proposes developing the project in three phases:
    a. Phase I: Buildings 1 and 2, amenity space, and the pool/ski deck.
        i. Housing unit count: 32
        ii. Gross square footage: 158,813
        iii. Construction start date: spring 2022
    b. Phase II: Building 3
        i. Housing unit count: 19

ii. Gross square footage: 89,422
iii. Construction start date: spring 2023

c. Phase III: Building 4 and associated pedestrian bridge
i. Housing unit count: 27
ii. Gross square footage: 114,222
iii. Construction Start Date: spring 2024

19. On October 19, 2021, the Park City Development Review Committee evaluated the project and did not identify issues or concerns.
20. On October 27, 2021, the Planning Commission conducted a work session on the project.
21. ON November 4, 2021, the Wasatch County Development Review Committee evaluated the project and provided input and recommended Conditions of Approval.
22. On November 10, 2021, the Planning Commission visited the site.
23. On November 10, 2021, the Planning Commission was scheduled to determine whether the project is a minor or substantive modification to the Master Planned Development. However, prior to the meeting, the Applicant agreed the modification is substantive and the Planning Commission continued the discussion to December 8, 2021.
24. The Founders Place Phase I Condominium Plat includes 32 units, four affordable employee units, and associated Founders Place Homeowner Association owned and controlled amenities.

Conclusions of Law

1. There is Good Cause for the Founders Place Phase I Condominium Plat because the Applicant will provide four affordable employee housing units within the Condominium.
2. The Founders Place Phase I Condominium is consistent with the Land Management Code Chapter 15-2.16 *Recreation Commercial Zoning District*, Chapter 15-6 *Master Planned Developments*, and Chapters 15-7 *Subdivisions*.
3. Neither the public nor any person will be materially injured by the Founders Place Phase I Condominium.
4. Approval of the Founders Place Phase I Condominium Plat, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. Approval of the Founders Place Phase I Condominium Plat is contingent upon Planning Commission approval of the Founders Place modifications to the Deer Crest Master Planned Development and the Founders Place Conditional Use Permit for Multi-Unit Dwellings.

2. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Founders Place Phase I Condominium Plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.
3. The Applicant shall record the Founders Place Phase I Condominium Plat with Wasatch County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval for the Condominium Plat will be void, unless a request for an extension is made in writing prior to the expiration date and extension is granted by the City Council.
4. The property is not located within the Park City Soil Ordinance Boundary and therefor is not regulated by the City for mine related impacts. However, if the property owner encounters mine waste or mine waste impacted soils the property owner must handle the material in accordance with state and federal law.
5. The City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans is required for compliance with City standards and is a condition precedent to building permit issuance.
6. The Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
7. The Applicant shall coordinate with Park City and Wasatch County entities regarding public improvements as outlined in the Deer Crest Interlocal Agreement.
8. Within six months of the modification to the Master Planned Development approval, the Applicant shall submit a phasing plan as part of the Development Agreement in a form approved by the City Attorney's Office and Mayor.
9. The City Engineer shall review and approve the final Founders Place Phase I Condominium Plat mylar prior to recordation with Wasatch County for compliance with Park City Design Standards, Construction Specifications, and Standard Drawings.
10. The Applicant shall work with the Engineering Department to address subsurface drainage and storm water drainage, prior to submitting a building permit.
11. Slope stability analysis completed by a geotechnical engineer prior to submitting a building permit, to be reviewed and approved by the Engineering Department.
12. The Applicant shall dedicate the four-foot soft-surfaced Pipeline and Village Trails for public use on the subdivision plat, as approved by the Trails & Open Space Manager and City Attorney's Office.
13. No Certificate of Occupancy shall be issued until Final Grading is completed and Lots are recovered with top soil an average depth of at least six inches, which shall contain no particles over two inches in diameter over the entire area of the Lot, except that portion covered by buildings or included in Streets, or where the Grade hash not been changed or natural vegetation damaged.

14. All disturbed areas on Lots shall be covered with topsoil and re-vegetated at a minimum with seed sown at not less than four pounds to each one thousand square feet. In the spring, seed shall be sown between March 15 and May 15; in the fall, seed shall be sown between August 15 and September 30. The seed shall be a native grass seed mix approved by the City and shall have been tested for germination within one year of the date of seeding.
15. Interior and exterior fire sprinkler systems may be required of all projects based upon an analysis of the size of the Structures, vegetation surrounding the Structures, and location of the project as it relates to Fire District response time, to be determined with the Wasatch County Fire District.
16. No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land or left deposited on any Lot or road at the time of issuance of a Certificate of Occupancy and removal shall be required prior to issuance of any Certificate of Occupancy.
17. Prior to submitting a condominium plat mylar for Phase II, the Applicant shall submit a party wall agreement for the shared wall between Lots 1 and 2 in a form approved by the City Attorney and Chief Building Official.
18. The on-site affordable housing obligations outlined in the approved Housing Mitigation Plan shall be satisfied prior to City issuance of a Certificate of Occupancy within each phase of the project.
19. The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
20. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
21. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.

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

PASSED AND ADOPTED this 27th Day of January, 2022.

PARK CITY MUNICIPAL CORPORATION

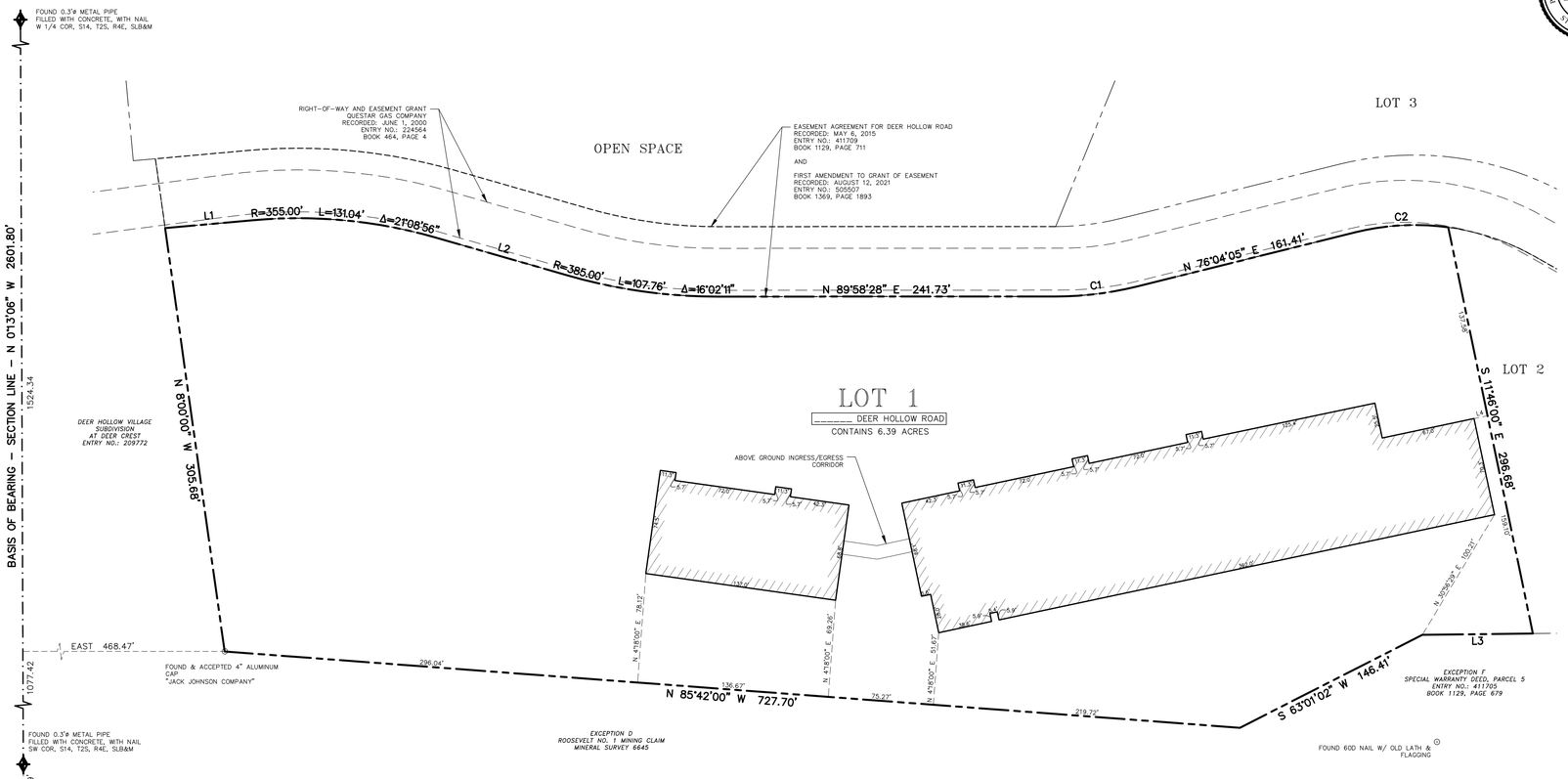
_____
MAYOR

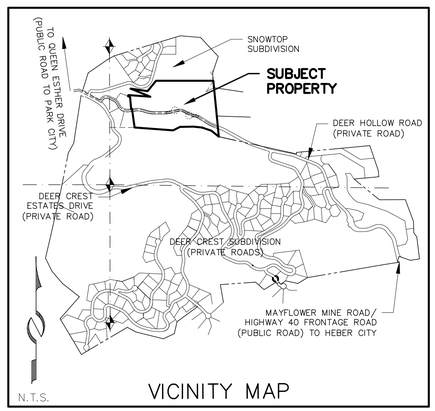
ATTEST:

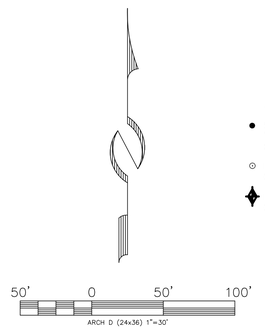
_____
City Recorder

APPROVED AS TO FORM:

_____
City Attorney’s Office







LEGEND

- ● Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)
- ⊙ Found Monument (As-Noted)
- ◆ Found Section Monument (As-Noted)

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 84°51'43" E	63.57'
L2	S 73°59'21" E	99.31'
L3	S 89°18'31" W	78.99'

LINE TABLE		
LINE	DIRECTION	LENGTH
L4	N 78°14'00" E	9.83'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	240.50'	58.37'	13°54'23"
C2	175.00'	66.61'	21°48'35"

SURVEYORS CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that I have caused to be made under my direction and by the authority of the owner, Deer Crest Associates I, L.C., a Utah limited liability company, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

PROFESSIONAL LAND SURVEYOR
No. 4857264
MICHAEL
DEMKOWICZ
STATE OF UTAH

LEGAL DESCRIPTION

LOT 1, DEER HOLLOW SUBDIVISION, according to the official Plat thereof on file and of record in the office of the county recorder of Wasatch County, State of Utah.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be divided into lots, and parcels, together with easements as set forth to be hereafter known as FOUNDERS PLACE – PHASE I CONDOMINIUMS and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non–exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2021.

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

By: _____

_____
Its Authorized signatory

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2021, _____ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed FOUNDERS PLACE – PHASE I CONDOMINIUMS.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

NOTES

1. The dimensions of the private spaces and square footage calculations are based on drawings by Sparano + Mooney Architecture. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the DECLARATION OF CONDOMINUM FOR FOUNDERS PLACE CONDOMINIUMS ("Declaration"). Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
2. All common structural elements are designed as Common Areas and Facilities, as described in the Declaration.
3. Building ties on this sheet are from the property line to the building foundation as shown.
4. All Common Areas and Facilities are dedicated as non–exclusive easements to Park City Municipal Corporation, Jordanelle Special Service District, Park City Fire Service District, Summit County, and Wasatch County for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
5. Access to the units is by private roads and is not warranted by Park City.
6. Units WH–01, WH–02, WH–03, and WH–04 are deed restricted employee/affordable housing units.
7. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the Lot
8. The Deer Crest Master Owners Association, Inc (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Deer Crest, as amended ("Master Declaration"), requires the membership of each unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
9. Owners and potential buyers of any unit or land within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all–season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, mountain bikers and other resort patrons equipment, machine–made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that my affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilitieis governed by such owner or agreements with such owner.
10. Deer Hollow Road is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Deer Crest in accordance with the Master Declaration. Deer Crest is not a public road or right–of–way.
11. This plat records a total of ###.### SF of Residential Unit area that is not subject to the Unit Equivalent (UE) formula. The total Residential Unit area is comprised of thirty–two (32) Units.
12. Employee Units WH–01, WH–02, WH–03, and WH–04 are excluded from the total Residential Unit area.
13. Vehicular access through the eastern perimeter controlled access gate and the western perimeter controlled access gate is limited solely to residents and guests and shall otherwise be closed at all times.
14. All construction traffic regardless of vehicular weight is limited to U.S. Highway 40 and the eastern perimeter controlled access gate.
15. Public safety access and utility easements are hereby dedicated for all roads.
16. Permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian/bicycle pathways, including snow removal, shall be the sole responsibility of the property owners and/or homeowners' association, to the reasonable satisfaction of Park City.
17. Park City Municipal Corporation is a third–party beneficiary

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FOUNDERS PLACE - PHASE I CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

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

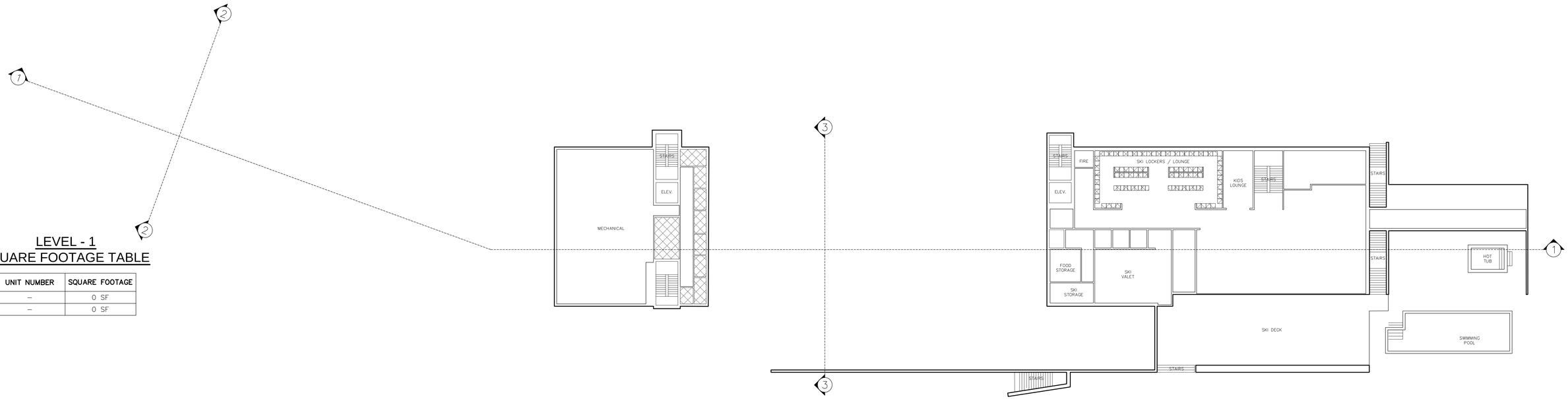
11/16/21 SHEET 1 OF 6

JOB NO.: 6–3–19 FILE: X:\DeerCrest/dwg/srv/plat2021/021021.dwg

PUBLIC SAFETY ANSWERING POINT APPROVAL	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
APPROVED THIS _____ DAY OF _____, 2020	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2020	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 13TH DAY OF NOVEMBER, 2019	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2020	APPROVED AS TO FORM THIS _____ DAY OF _____, 2020	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 5TH DAY OF DECEMBER, 2019	I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THIS 5TH DAY OF DECEMBER, 2019	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
BY _____ SUMMIT COUNTY GIS COORDINATOR	BY _____ S.B.W.R.D.	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR	BY _____ PARK CITY RECORDER	_____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____

LEVEL - 1
SQUARE FOOTAGE TABLE

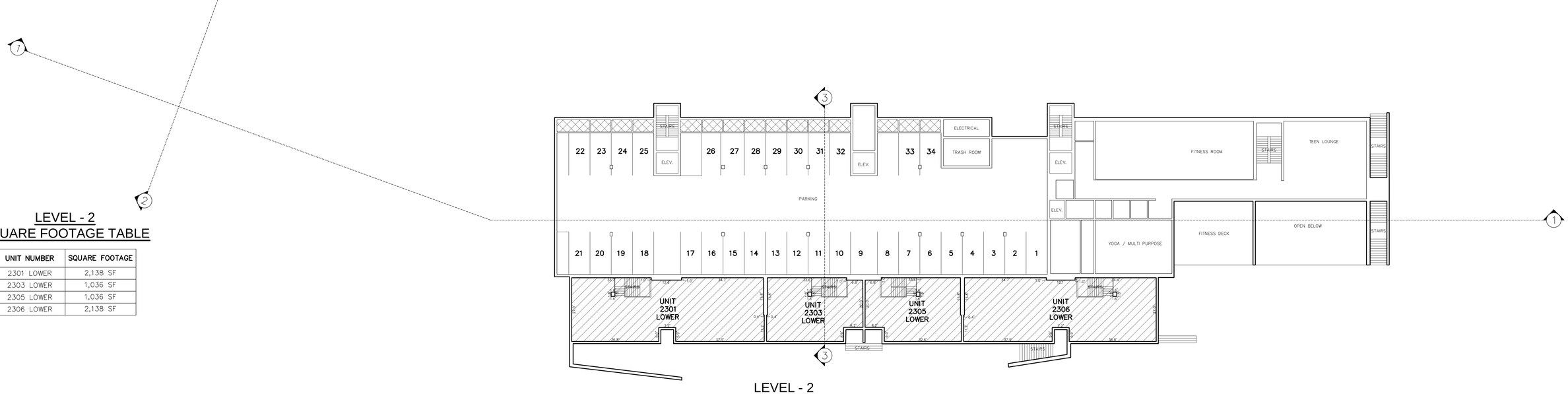
UNIT NUMBER	SQUARE FOOTAGE
–	0 SF
–	0 SF



LEVEL - 1

LEVEL - 2
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
2301 LOWER	2,138 SF
2303 LOWER	1,036 SF
2305 LOWER	1,036 SF
2306 LOWER	2,138 SF



LEVEL - 2

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON

LIMITED COMMON

PRIVATE OWNERSHIP

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FOUNDERS PLACE - PHASE I CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

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WASATCH COUNTY, UTAH

20' 0 20' 40'
ARCH D (24x36) 1"=10'

11/16/21 SHEET 2 OF 6

JOB NO.: 6-3-19 FILE: X:\DeerCrest/dwg/srv/plat2021/021021.dwg

RECORDED

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

_____ _____
FEE RECORDER

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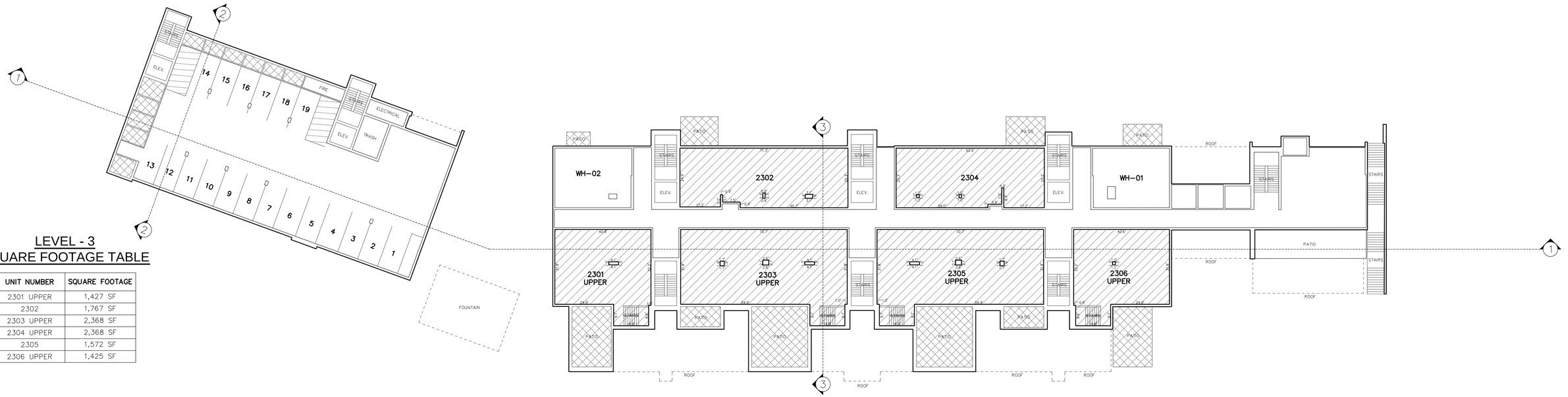
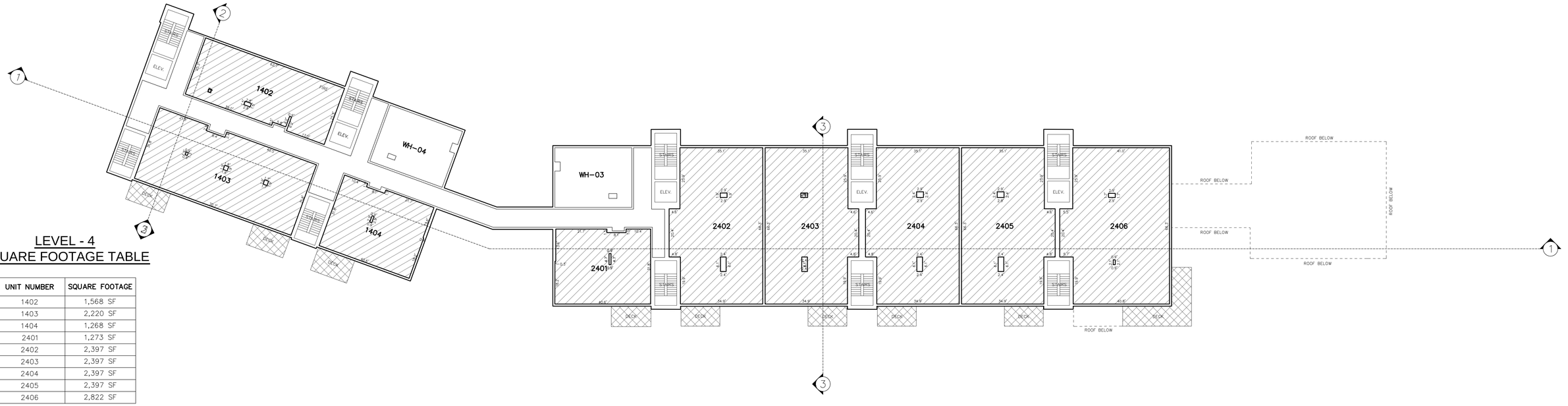


LEVEL - 3
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
2301 UPPER	1,427 SF
2302	1,767 SF
2303 UPPER	2,368 SF
2304 UPPER	2,368 SF
2305	1,572 SF
2306 UPPER	1,425 SF

LEVEL - 3



LEVEL - 4
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1402	1,568 SF
1403	2,220 SF
1404	1,268 SF
2401	1,273 SF
2402	2,397 SF
2403	2,397 SF
2404	2,397 SF
2405	2,397 SF
2406	2,822 SF

LEVEL - 4

ABBREVIATION LEGEND

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11/16/21 SHEET 3 OF 6

JOB NO.: 6-3-19 FILE: X:\DeerCrest/dwg/srv/plat2021/021021.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
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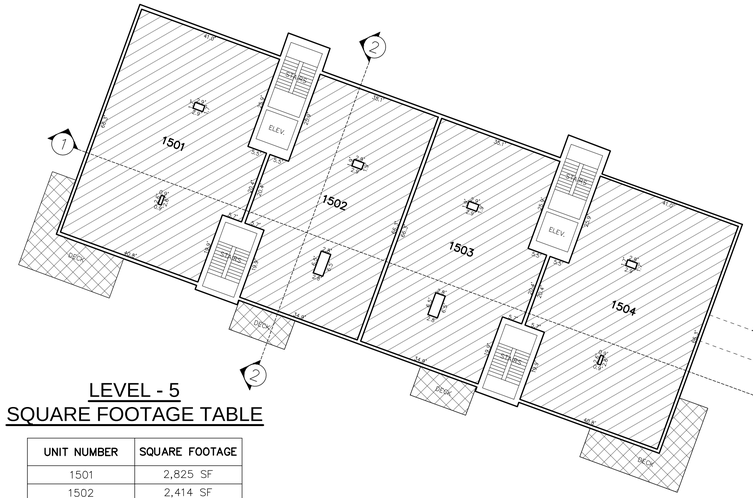
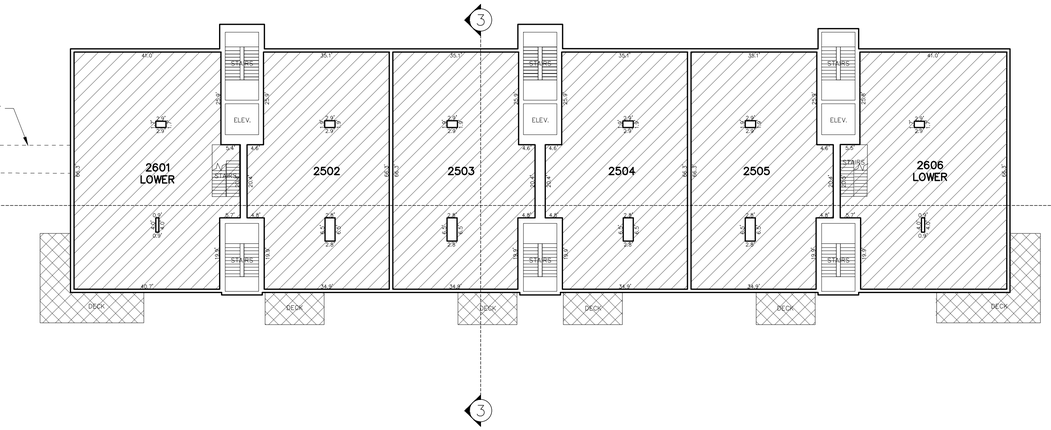
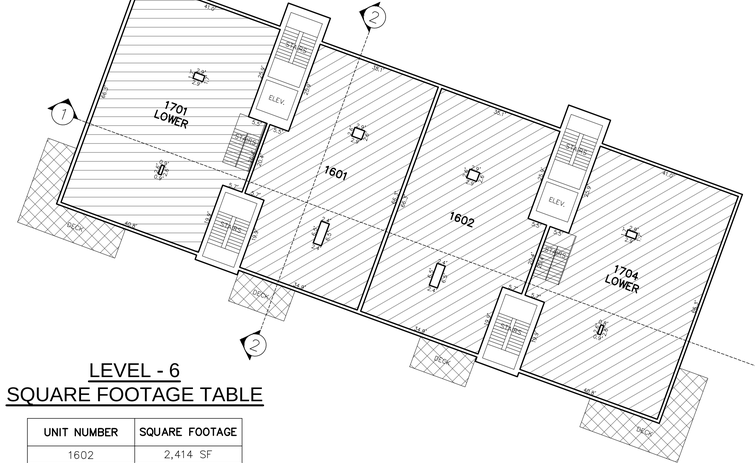


LEVEL - 5
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1501	2,825 SF
1502	2,414 SF
1503	2,414 SF
1504	2,822 SF
2502	2,395 SF
2503	2,395 SF
2504	2,395 SF
2505	2,395 SF
2601 LOWER	2,814 SF
2606 LOWER	2,821 SF

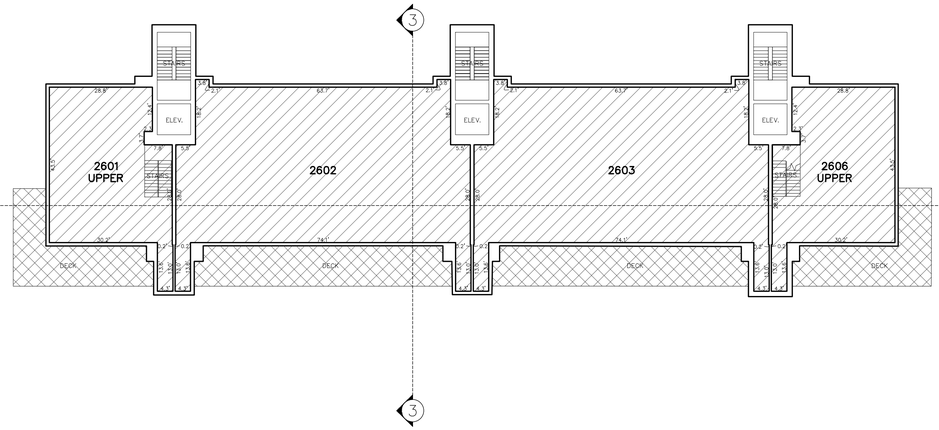


LEVEL - 5



LEVEL - 6
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1602	2,414 SF
1603	2,414 SF
1701 LOWER	2,822 SF
1704 LOWER	2,822 SF
2601 UPPER	1,454 SF
2603	3,537 SF
2604	3,537 SF
2606 UPPER	1,454 SF



LEVEL - 6

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OWNERSHIP LEGEND

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11/16/21 SHEET 4 OF 6

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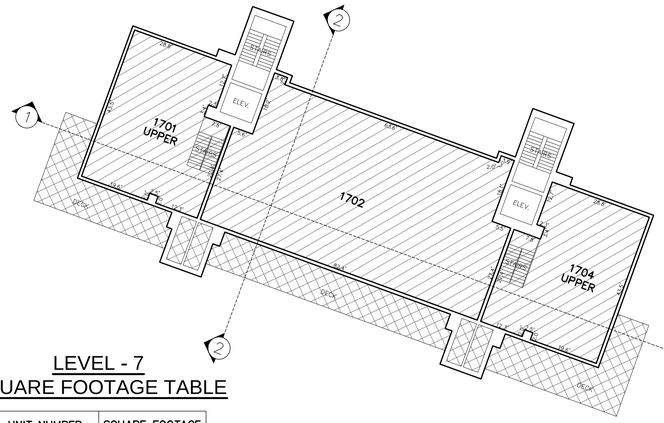
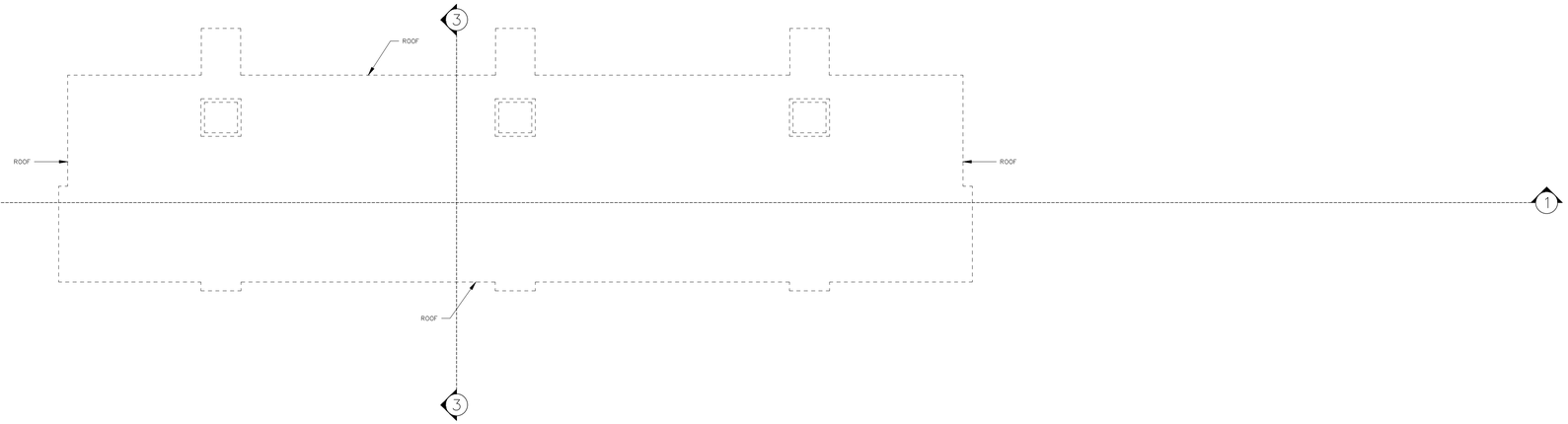


LEVEL - 7
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1701 UPPER	1,391 SF
1702	3,417 SF
1704 UPPER	1,391 SF



LEVEL - 7

ABBREVIATION LEGEND

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OWNERSHIP LEGEND

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ARCH D (24x36) 1"=10'

11/16/21 SHEET 5 OF 6

JOB NO.: 6-3-19 FILE: X:\DeerCrest/dwg/srv/plat2021/021021.dwg

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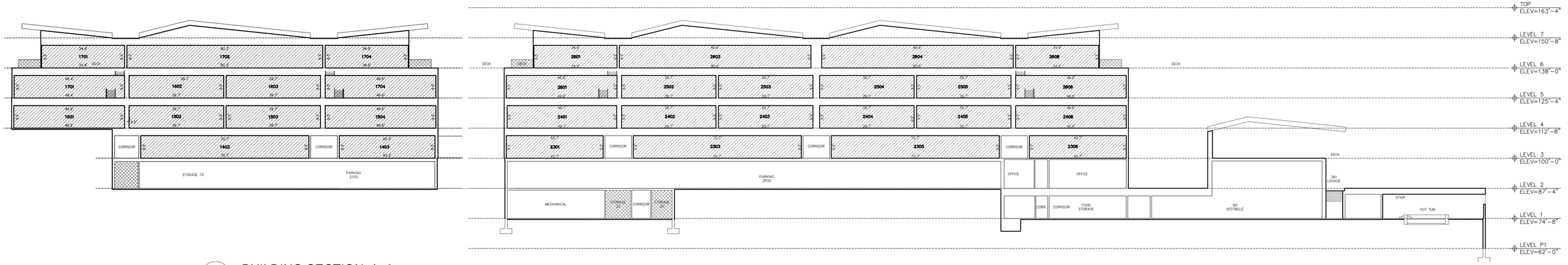
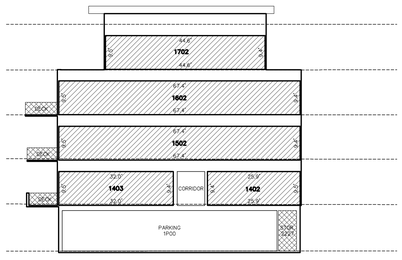


1 BUILDING SECTION 1 -1
SCALE: 1" = 20'



2 BUILDING SECTION 2 -2
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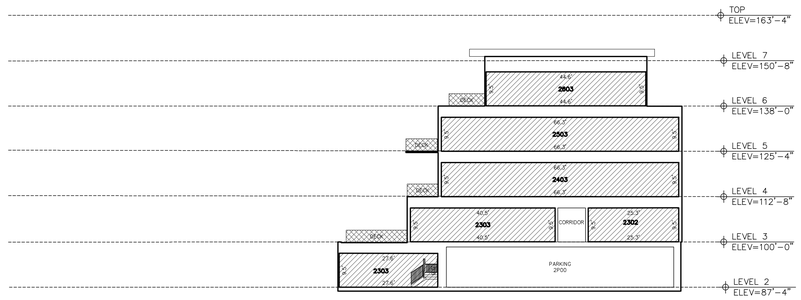

3 BUILDING SECTION 3-3
SCALE: 1" = 20'

ABBREVIATION LEGEND

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S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON
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11/16/21 SHEET 6 OF 6

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RECORDED

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

_____ _____
FEE RECORDER

TIME _____ DATE _____ ENTRY NO. _____

MEMORANDUM

Date: October 6, 2021

To: Doug Ogilvy

From: Hales Engineering

Subject: Park City Sommet Blanc Trip Generation Study

UT21-2024

This memorandum discusses the trip generation study completed for the proposed Sommet Blanc project Park City, Utah. A vicinity map of the proposed development is shown in Figure 1.

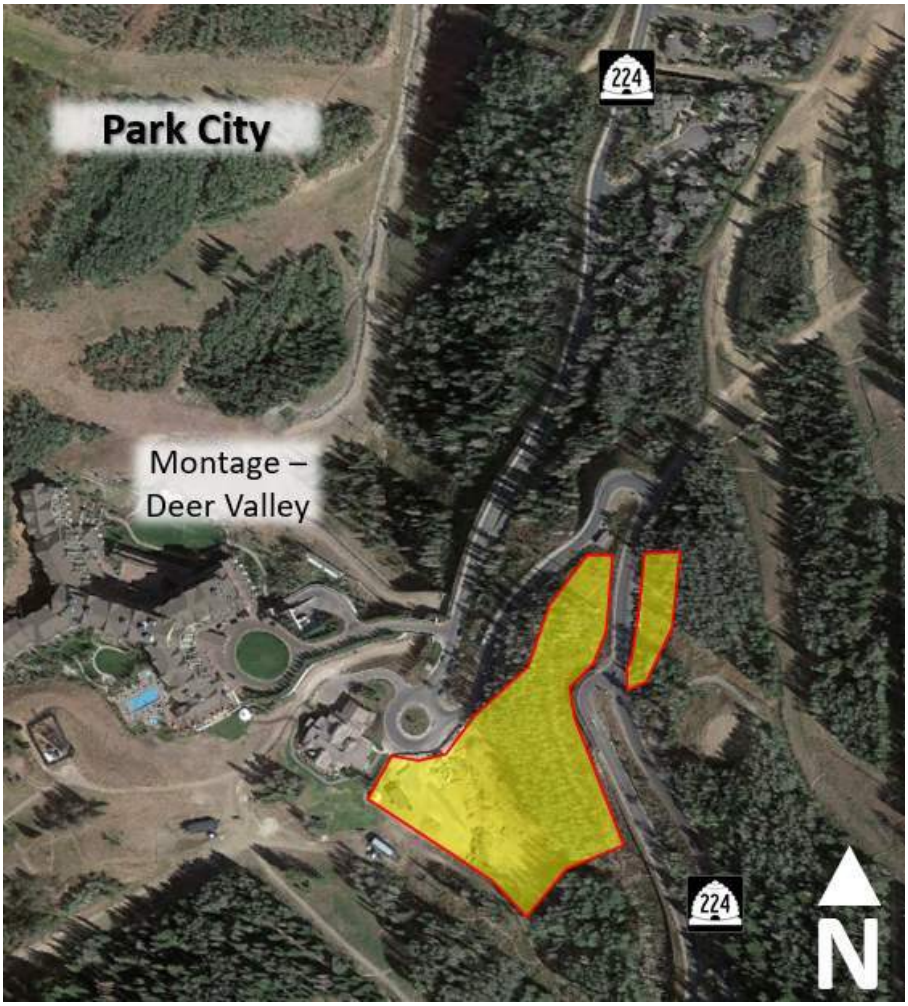


Figure 1: Vicinity map of the proposed development in Park City, Utah

Background

The proposed Sommet Blanc development is located on along SR-224 near the Montage Hotel at Deer Valley Resort in Park City. The project includes 47 residential condominium units, with an additional 6 affordable units for a total of 53 units, and a 3,600 sq. ft. restaurant. Access to the project will be gained at two points along SR-224. The project will also reconstruct the adjacent Mid Mountain Trail parking lot to improve safety. A site plan for the proposed development is included in Appendix A.

The proposed land use for the development has been identified as follows:

- Multi-family Housing (Low-rise) 47 units
- Affordable Multi-family Units (Low-rise) 6 units
- Fine Dining 3,600 sq. ft.

Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation (10th Edition, 2017)*. Trip generation for the proposed project is included in Table 1.

As shown in Table 1, it is anticipated that the proposed condominiums and restaurant will generate approximately 442 trips on an average weekday, including 28 trips during the morning peak hour, and 48 trips during the evening peak hour.

Table 1: Trip Generation for Updated Site Plan

Trip Generation Park City - Sommet Blanc											
Weekday Daily Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Reductions	New Trips Entering	New Trips Exiting	**Total New Daily Trips**
Multifamily Housing (Low-Rise) (220)	47	Dwelling Units	316	50%	50%	158	158	0%	158	158	**316**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	6	50%	50%	3	3	0%	3	3	**6**
Quality Restuaruant (931)	3.6	1,000 Sq. Ft. GFA	302	50%	50%	151	151	60%	60	60	**120**
Total			**624**			**312**	**312**		**221**	**221**	**442**
Morning Peak Hour Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Reductions	New Trips Entering	New Trips Exiting	**Total New AM Trips**
Multifamily Housing (Low-Rise) (220)	47	Dwelling Units	24	23%	77%	6	18	0%	6	18	**24**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	4	23%	77%	1	3	0%	1	3	**4**
Quality Restuaruant (931)	3.6	1,000 Sq. Ft. GFA	3	50%	50%	2	1	100%	0	0	**0**
Total			**31**			**9**	**22**		**7**	**21**	**28**
Evening Peak Hour Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Reductions	New Trips Entering	New Trips Exiting	**Total New PM Trips**
Multifamily Housing (Low-Rise) (220)	47	Dwelling Units	31	63%	37%	20	11	0%	20	11	**31**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	5	63%	37%	3	2	0%	3	2	**5**
Quality Restuaruant (931)	3.6	1,000 Sq. Ft. GFA	29	67%	33%	19	10	60%	8	4	**12**
Total			**65**			**42**	**23**		**31**	**17**	**48**

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 10th Edition, 2017.

SOURCE: Hales Engineering, October 2021

It is important to note that the owner anticipates the restaurant usage will be 100% internal in the morning peak hour. For the evening peak, it is anticipated that 30% of restaurant usage will be generated on-site, 30% from the Empire Pass shuttle, and 40% from outside users. With the anticipated usage, the internal and shuttle users would not be contributing to the new trips generated. Therefore, the total new evening peak hour trips generated would be reduced from 65 to 48.

Comparison to Previous Site Plan

Changes have been made to the Sommet Blanc development since the original 2007 site plan. The original plan included 81 residential condominiums plus an additional 6 affordable units for a total of 87 units and no on-site restaurant. The original trip generation is included in Table 2.

The original site plan included the following land uses:

- Multi-family Housing (Low-rise) 81 units
- Affordable Multi-family Units (Low-rise) 6 units

Table 2: Trip Generation for Previous Site Plan

Trip Generation Park City - Sommet Blanc										
Weekday Daily Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	New Trips Entering	New Trips Exiting	**Total New Daily Trips**
Multifamily Housing (Low-Rise) (220)	81	Dwelling Units	572	50%	50%	286	286	286	286	**572**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	6	50%	50%	3	3	3	3	**6**
Total			**578**			**289**	**289**	**289**	**289**	**578**
Morning Peak Hour Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	New Trips Entering	New Trips Exiting	**Total New AM Trips**
Multifamily Housing (Low-Rise) (220)	81	Dwelling Units	40	23%	77%	9	31	9	31	**40**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	4	23%	77%	1	3	1	3	**4**
Total			**44**			**10**	**34**	**10**	**34**	**44**
Evening Peak Hour Land Use[1]	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	New Trips Entering	New Trips Exiting	**Total New PM Trips**
Multifamily Housing (Low-Rise) (220)	81	Dwelling Units	49	63%	37%	31	18	31	18	**49**
Multifamily Housing - Affordable Units (Low-Rise) (220)	6	Dwelling Units	5	63%	37%	3	2	3	2	**5**
Total			**54**			**34**	**20**	**34**	**20**	**54**

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 10th Edition, 2017.

SOURCE: Hales Engineering, October 2021

Safety Improvements

The Mid Mountain Trail parking currently has 25 stalls and is accessed directly on SR-224 with vehicles backing out directly onto the roadway. The proposed plan will reconstruct the parking lot with one-way traffic flow and a guard rail separating the parking lot from SR-224. This will reduce conflict points and eliminate the backing of vehicles directly onto SR-224.

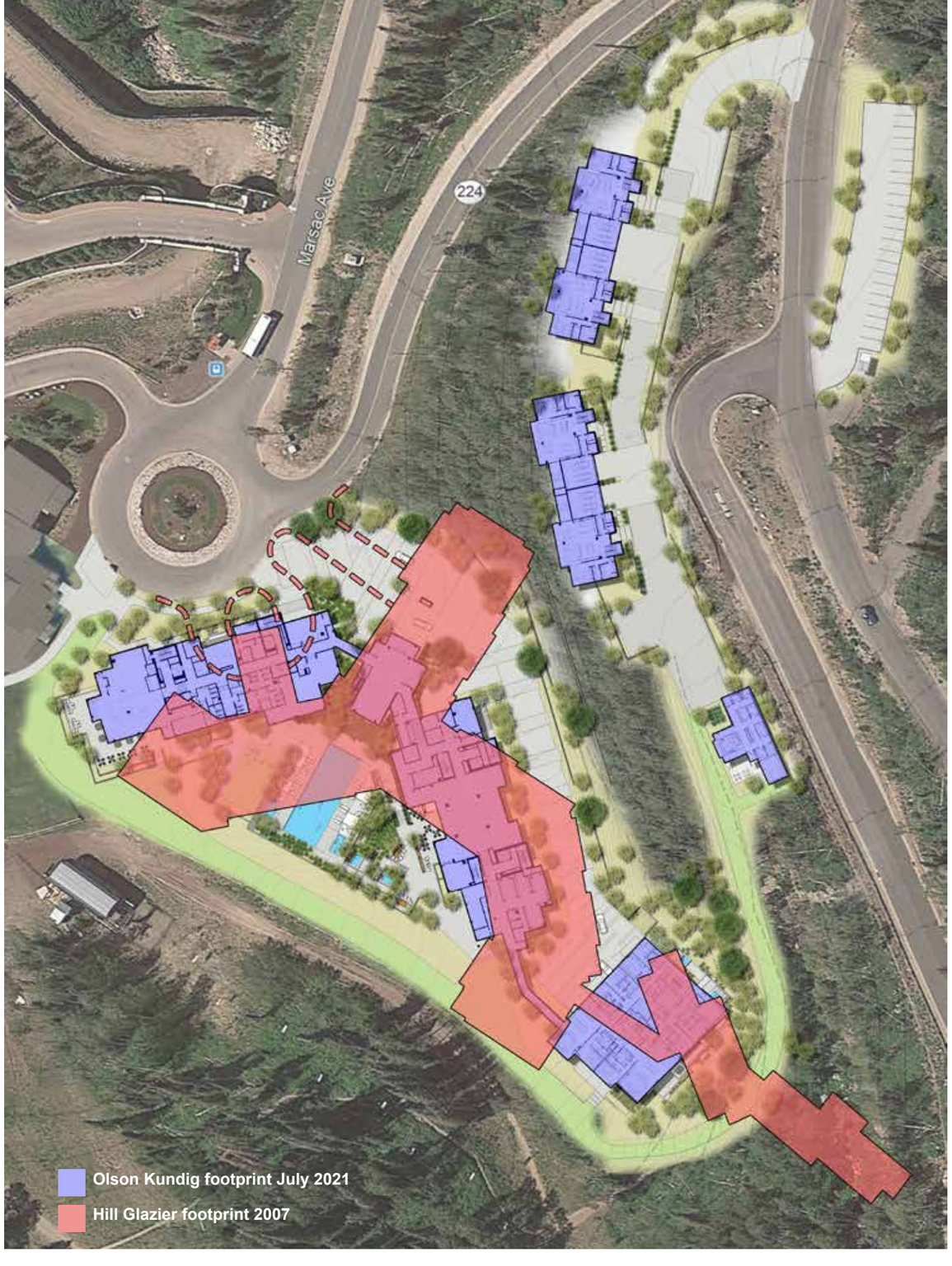
Conclusions

The findings of this study are as follows:

- The proposed development includes 47 residential condominiums with 6 affordable units.
- It is anticipated that the proposed project will generate approximately 442 trips on an average weekday, including 28 trips during the morning peak hour, and 48 trips during the evening peak hour. The owner anticipates internal and shuttle riders to account for the majority of patrons at the restaurant. This will reduce the total number of trips generated. These are the trips that will use the project access points.
- With the anticipated patronage, the morning peak hour trips generated will be reduced by 36% under the new plan, the evening peak hour trips generated will be reduced by 11%, and the daily trips will be reduced by 24%.
- The Mid Mountain Trail parking will be reconstructed to improve safety by eliminating the 90-degree parking and the side friction created by those turning in and backing out of the stalls. The new trail parking will be accessible via a driveway and a parking lot on the northeast side of the road, see site plan in Appendix A.

APPENDIX A

Site Plan


Marsac Ave
224
Olson Kundig footprint July 2021
Hill Glazier footprint 2007