PARK CITY REGULAR PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
October 27, 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, October 27, 2021.

SITE VISIT 4:00 - 5:00 PM

9300 Marsac Ave (Sommet Blanc/B2East Parcel) – Site Visit open to the Public at 4:00 PM located at 9300 Marsac Avenue. The Public and Planning Commission will Attend a Site Visit with the Sommet Blanc Development Team, the Applicant, from 4-5pm, Regarding the Conditional Use Permit and Amendment to the Flagstaff Development Agreement. PL-21-04771 And PL-20-04702

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.PUBLIC COMMUNICATIONS

3.STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

4.CONTINUATIONS

4.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
(A) Public Hearing; (B) Continuation to a Date Uncertain
Continuation Report

5.WORK SESSION

5.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 Phrases in the Recreation Commercial Zoning District.
PL-21-04917
Staff Report
Exhibit A: Applicant's Submittal
Exhibit B: Wasatch County Density Determination
Exhibit C: 1995 Settlement Agreement
Exhibit D: Ordinance No. 98-51 Zoning the Deer Crest Annexation Areas
Exhibit E: Ordinance No. 98-53 Annexing Approximately 253 Acres of the Deer Crest Property
Exhibit F: 1995 Site Plan
Exhibit G: First Amendment to the 1995 Settlement Agreement
Exhibit H: First Amended Wasatch County Density Determination
Exhibit I: Third Amendment Settlement Agreement
Exhibit J: Founders Place Comparison 1995 to Current Design
Exhibit K: Applicant's Parking Reduction Request
Exhibit L: Accessory Use
Exhibit M: Proposed Transportation Network
Exhibit N: Roof Area Comparison

5.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.
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 Staff Report
Exhibit A: Snow Park LMC MPD Analysis Memo 10.1.2021
Exhibit B: Snow Park Parking Management Plan 10.1.2021
Exhibit C: Snow Park TDM Plan 10.1.2021
Exhibit D: Deer Valley TA Review 2021-10-18
Exhibit E: Deer Valley Parking Review 2021-10-18
Exhibit F: Deer Valley TDM Review 2021-10-18
Exhibit G: Deer Valley Transit Review 2021-10-18
Exhibit H: Deer Valley Mobility Hub and Turning Radius Review 2021-10-18
Exhibit I: Planning Director Determination Natural Grade
Exhibit J: Project Overview and Background and Information

6.REGULAR AGENDA

6.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
(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on November 11, 2021

Staff Report
Exhibit A: Draft Ordinance No. 2021-XX
Exhibit B: Current Plat
Exhibit C: Proposed Plat
Exhibit D: Timeshare CUP
Exhibit E: Ordinance No. 02-26
Exhibit F: Action By Written Consent
Exhibit G: Engineering Structural Observation
Exhibit H: Resolution - Authorizing Plat Amendment
Exhibit I: Amendment to CC&Rs

6.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

Sommet Blanc Staff Report
Attachment 1 - PC Site Visit Agenda 10.27.2021
Attachment 2: DRAFT Final Action Letter Sommet Blanc
Exhibit A: Applicant Narrative 10.05.21
Exhibit B: Sommet Blanc CUP 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 Mountian 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 11: 9.8.21 Height Proposal

7.ADJOURN

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

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

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Mountain Ridge Subdivision Lot 13 Plat Amendment**
Application: **PL-21-04950**
Author: **Spencer Cawley, Planner I**
Date: **October 27, 2021**
Type of Item: **Administrative – Plat Amendment**

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

Description

Applicant:	David and Heidi Maya; Represented by Jeff Schindewolf
Location:	3099 Mountain Ridge Court
Zoning District:	Single Family
Adjacent Land Uses:	Single-Family Dwellings
Reason for Review:	Plat amendments require Planning Commission recommendation and City Council action[1]

Summary
The Applicant proposes amending the Mountain Ridge Subdivision Plat to modify the limitation on Maximum Floor Area for Lot 13 from 3,247 square feet to 4,200 square feet. The Applicant will provide an updated survey of existing conditions for accurate square footage of the existing Single-Family Dwelling. Staff recommends continuing to a date uncertain to provide time for further analysis.

[1] LMC § 15-7.1-2(B).

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Founders Place**
Application: **PL-21-04917**
Author: **Rebecca Ward**
Date: **October 27, 2021**
Type of Item: **Work Session**

Summary

The Applicant will provide an overview of the proposed Founders Place development (formerly known as Slalom Village and Deer Hollow) in the Deer Crest area. Staff requests the Planning Commission provide preliminary input on the project and to request additional information, if needed.

The Planning Commission is scheduled to visit the Founders Place site on November 10, 2021, at 4:00 PM.

The Founders Place development is scheduled for Planning Commission determination regarding whether the project is a minor or substantive modification to the Master Planned Development on November 10, 2021.

The Housing Authority is scheduled to review the Founders Place proposal and affordable housing obligations on November 18, 2021.

Pending Planning Commission review and direction, the Founders Place development may be scheduled for another work session or for a public hearing and action on December 8, 2021.

Description

Applicant:	Bill Fiveash with Deer Crest Associates I, LC
Location:	Parcel 00-0021-01977
Zoning District:	Recreation Commercial within a Master Planned Development
Adjacent Land Uses:	Residential; Deer Valley Resort
Reason for Review:	The Planning Commission reviews and takes Final Action on Conditional Use Permits.[1] The Planning Commission determines whether modifications to Master Planned Developments are minor or substantive. The Planning Commission reviews substantive modifications.[2]

[1] LMC § 15-1-8.
[2] LMC § 15-6-4(K).

Background

The Applicant submitted a Conditional Use Permit to construct 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. The Applicant proposes developing the project in three phases (Exhibit A).

The Applicant will also submit an application for a minor or substantive modification to the Master Planned Development for Planning Commission review on November 10, 2021. The Applicant submitted an application for a subdivision, which will be scheduled for Planning Commission review and action when the Conditional Use Permit and Modification to the Master Planned Development are scheduled for a public hearing and final action.

Founders Place is in the Deer Crest area originally within unincorporated Wasatch County, east of the Deer Valley Resort. The Applicant's Site Vicinity Map is included below:



SITE VICINITY MAP

In 1989, the property owner applied for a Density Determination from the Wasatch County Planning Department to develop the Telemark Park Resort (Exhibit B). The Density Determination summarizes the property:

> 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 re-vegetation, site specific design and aesthetic control, as provided in [this Density Determination].

In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement (1995 Settlement Agreement), which outlined parameters for annexation of portions of the Deer Crest property into Park City, as well as development parameters in the Deer Crest area (Exhibit C).

On December 17, 1998, the City Council approved Ordinance No. 98-53, annexing 253 acres of the Deer Crest property into Park City (Exhibit D). 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 E). Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District.

The 1995 Settlement Agreement establishes the following regarding Founders Place (formerly known as Slalom Village and Deer Hollow) within what is identified as the Slalom Village development envelope (Exhibit F):

- No more than 83 Multi-Unit Dwellings at 2,400 square feet per unit (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 Founders Place
- Support commercial space up to 5% of the gross square footage and appropriate amenities

In 1997, the 1995 Settlement Agreement was amended, transferring the 20,000-square-foot Ski Academy to Telemark Park (Jordanelle Village Resort). The Single-Family Dwellings within Slalom Village were increased from four to five (Exhibit G).

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 H). The First Amended Density Determination outlined the following for the development:

- Slalom Village on a 12-acre site
- Five single-family dwellings and 83 townhouse/cottages (units not to exceed 2,400 square feet)

Staff outlines changes from the 1990s approvals and the proposal below in the Analysis Section and requests the Planning Commission provide the Applicant with preliminary input and direction if more information is required for Planning Commission review.

Analysis

Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District. The purposes of the Recreation Commercial Zoning District include

- Allowing for the development of hotel and convention accommodations near major recreation facilities,
- Allowing for 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, to limit 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,
- Promoting development of buildings with designs that reflect traditional Park City architectural patterns, character, and site designs, and
- Promoting Park City's mountain and historic character by designing projects that relate to the mining and historic architectural heritage of the City.[3]

The 1995 Settlement Agreement and subsequent amendments, as well as the required Wasatch County Density Determinations, establishes the parameters of development.

The analysis below outlines the 1990s approvals and compares the current proposal:

> **The 1990s approval capped the development to 83 Multi-Unit Dwellings at 2,400 square feet each and five single-family dwellings. The Applicant proposes 78 Multi-Unit Dwellings ranging in square footage up to 4,886 square feet. Staff and the Applicant are evaluating whether the five single-family dwellings were transferred to another site.**

¶ 5.2.3 of the 1995 Settlement Agreement states the property owners "will seek to amend the 1991 Density Determination to allow for the development of the Slalom

[3] LMC § 15-2.16-1.

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*) . . . .and four single-family lots . . . ."

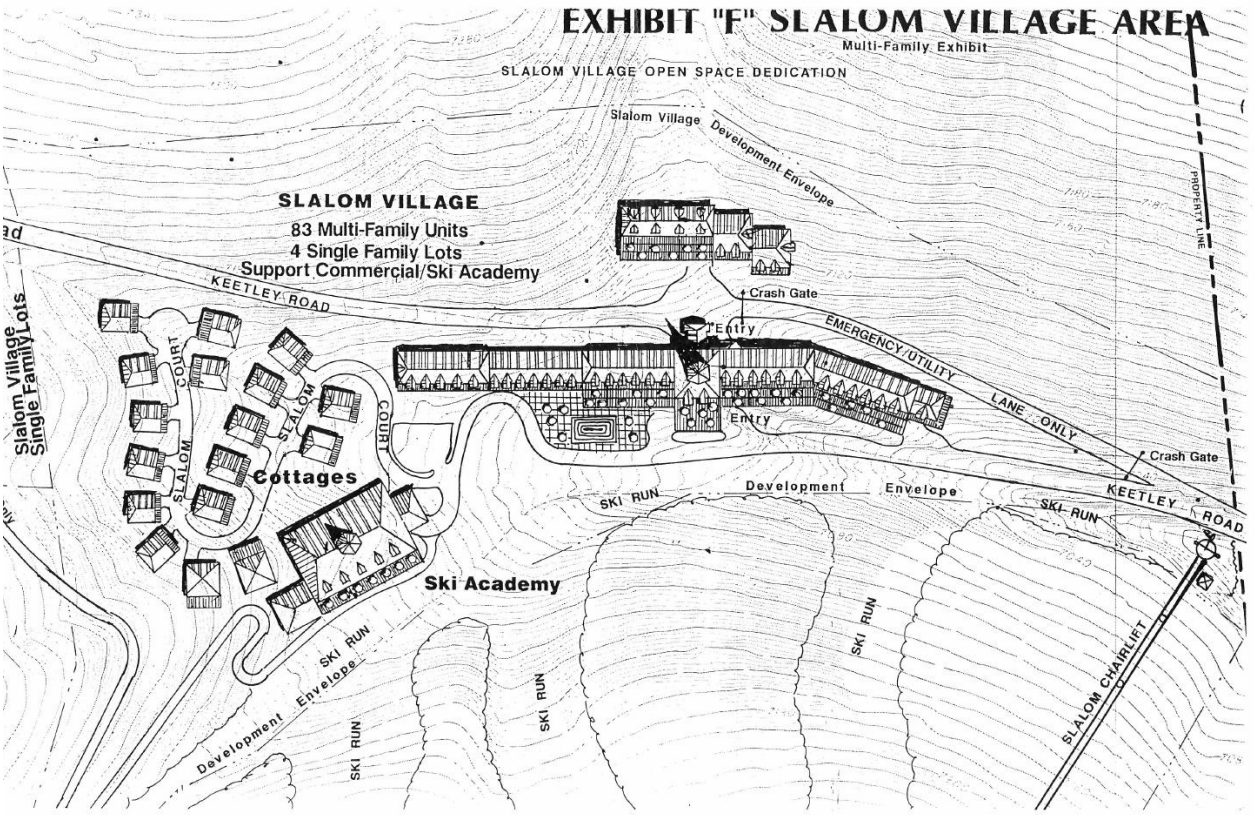
¶ 2 of the First Amended Density Determination establishes Slalom Village on 12 acres and outlines 83 Townhouse/Cottage units with an average area in square feet of 2,400 and increases Single-Family Dwellings to five (Exhibit H). Note (d) states that "where land use and unit configuration fits one of the [density table designations] but the square footage of one or more of the units exceeds the average footage given in the [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" (Exhibit H). Eighty-three units at 2,400 square feet per unit totals 199,200 square feet.

The Applicant proposes 199,200 square feet of residential unit development within four Multi-Unit Dwellings and decreased several units below 2,400 square feet and increased over 30 units to exceed 2,400 square feet.

Pursuant to the 1995 Settlement Agreement and First Amended Density Determination outlining unit density, staff requests the Planning Commission provide the Applicant with preliminary input regarding the reallocation of square footage within the Site. Staff recommends the Applicant provide the gross building volume size comparison with actual building sizes for the 1990s approvals and the current proposal.

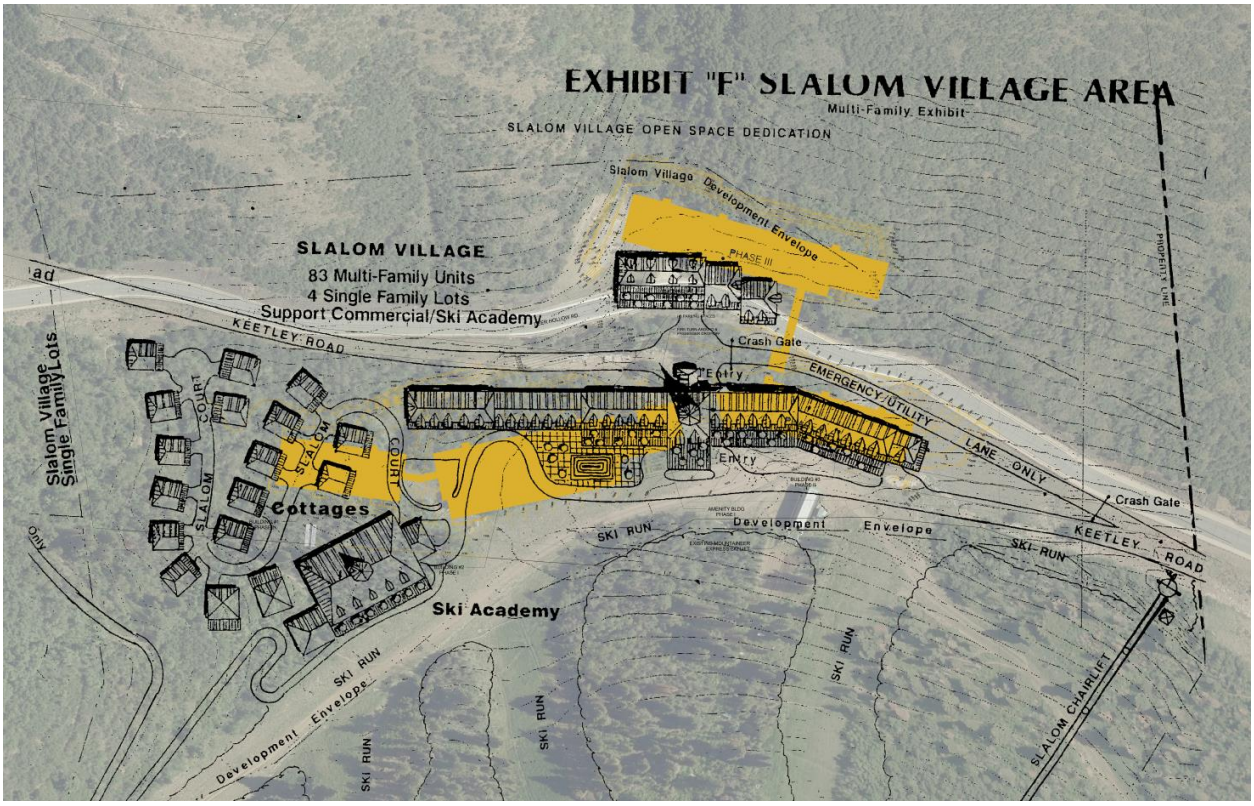
The 1995 Settlement Agreement included a site plan exhibit. The Applicant proposes to modify building footprints and road configurations.

The 1995 Settlement Agreement included the site plan below for the property (Exhibit F). The Ski Academy was later transferred to another site.



¶ 5.2.3 of the 1995 Settlement Agreement requires 60% of the Multi-Unit Dwellings to be concentrated in a Primary Village Structure (Exhibit C).

The Applicant has broken the Primary Village Structure south of Keetley Road into three structures. At staff's request, the Applicant superimposed the current proposal over the 1995 Site Plan, shown below and included as Exhibit I:



Staff requested the Applicant provide a Sensitive Land Overlay Analysis. The Applicant is working to complete the exhibit, which will be provided to the Planning Commission later.

Staff requested the Applicant compare impacts regarding changes to the Building Footprints and road configurations, including site disturbance, grading, retaining walls, and a visual analysis of the new configuration for the site.

The Master Planned Development criteria requires the Planning Commission to determine the project promotes the use of non-vehicular forms of transportation through design and trail connections, and for roads, utility lines, and structures to be designed to work with existing grade, minimizing cuts and fills.[4] Staff requests the Planning Commission provide input if additional information is needed for project review.

The First Amended Density Determination requires gable or hip roofs, restricts the top level to not more than 50% of the Building Footprint, and caps vertical walls to no more than three levels in height. The Applicant proposes changes.

[4] LMC Chapter 15-6.

The maximum Building Height in the Recreation Commercial Zoning District is 35 feet from Existing Grade. Gable, hip, and similar pitched roofs may extend up to five feet above 35 feet if the roof pitch is 4:12 or greater.[5]

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 (Exhibit H).

Additionally, Section VI of the First Amended Density Determination Design Guidelines outlines the following for roofs:

> . . . . 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. . . . (Exhibit H).

¶ 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 stop 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* (Exhibit A)*.*

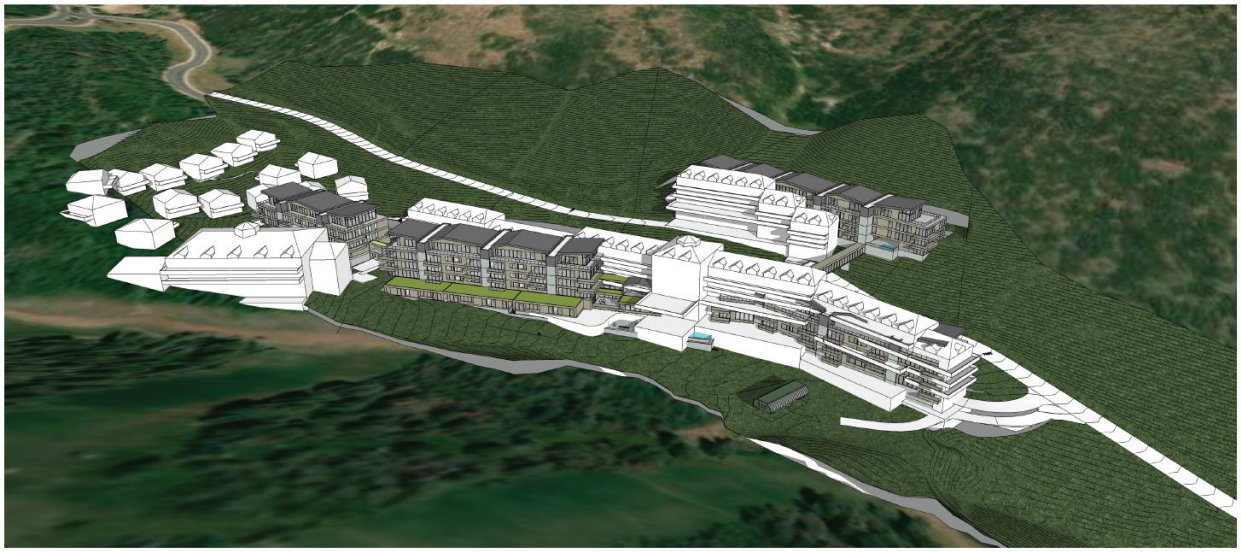
At staff's request, the Applicant created a comparison of their interpretation of the 1995 proposal compared with the current proposed height (Exhibit J):

[5] LMC § 15-2.16-4.



BIRDSEYE VIEW LOOKING NORTHEAST - COMBINED
FOUNDERS PLACE - PHASE I

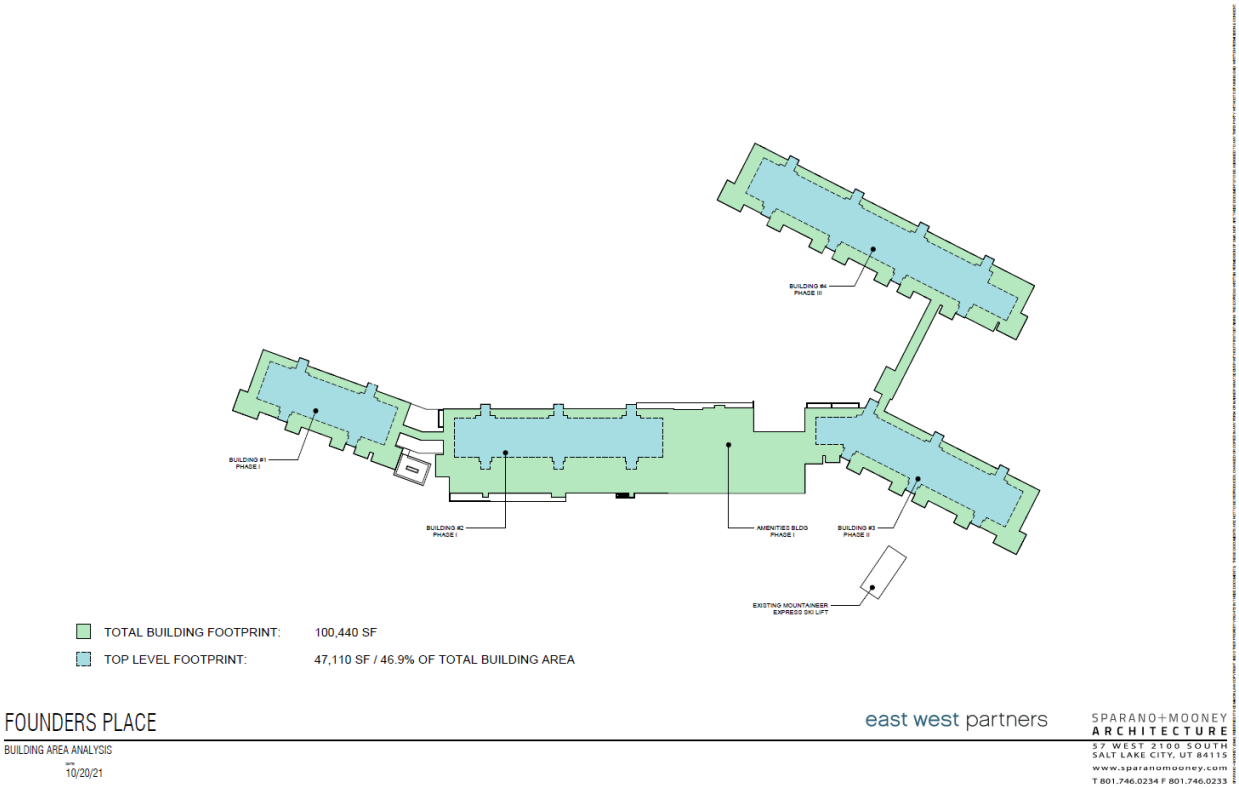
east west partners
SPARANO + MOONEY ARCHITECTURE



BIRDSEYE VIEW LOOKING NORTHWEST - COMBINED
FOUNDERS PLACE - PHASE I

east west partners
SPARANO + MOONEY ARCHITECTURE

The Applicant also submitted an exhibit showing top-story Height compared to the Building Footprint (Exhibit N):



The Master Planned Development process provides the Planning Commission with discretion to consider an increase in Building Height based upon a Site-specific analysis. 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 (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, and (6) increased Height is designed in a manner that provides a transition in roof elements incompliance with Chapter 15-5, Architectural Review. Staff requests the Planning Commission provide preliminary input regarding the changes to Height.[6]

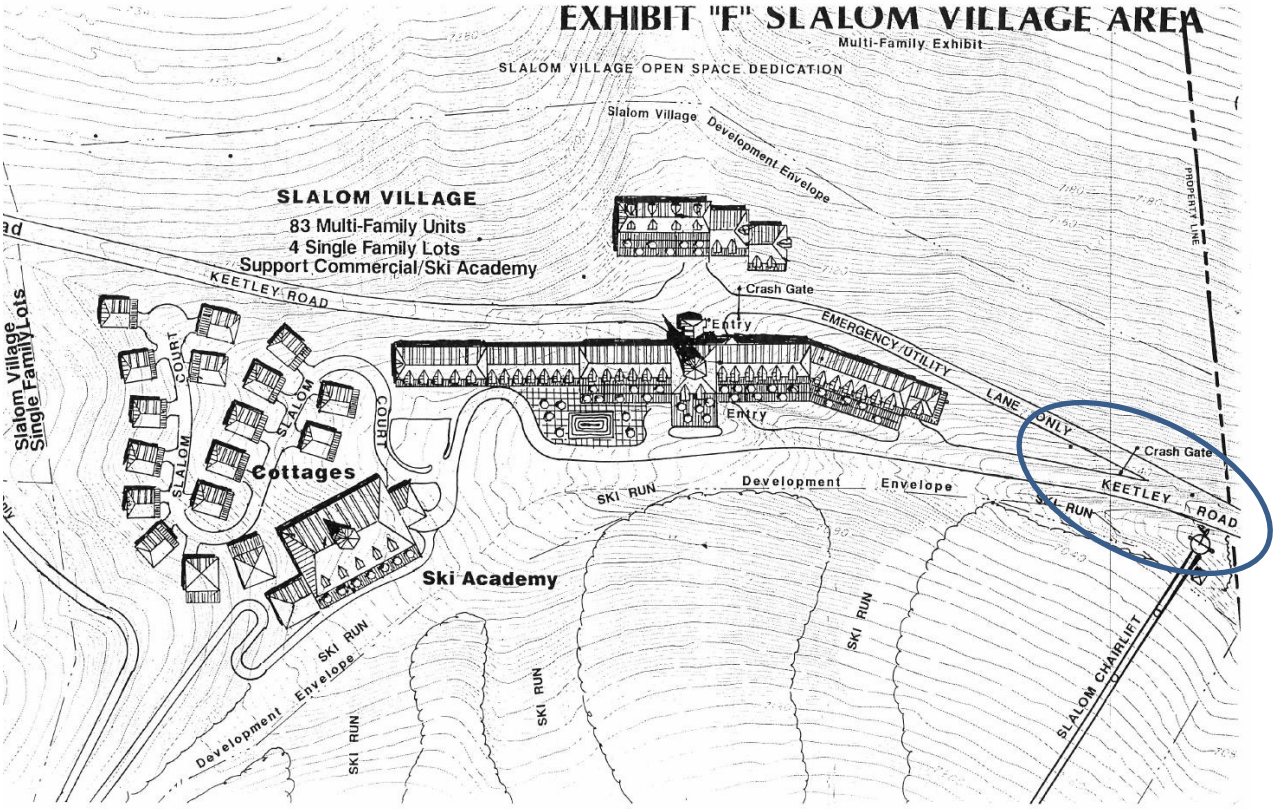
[6] LMC § 15-6-5(F).

The Applicant proposes changes to the road configuration and site circulation.

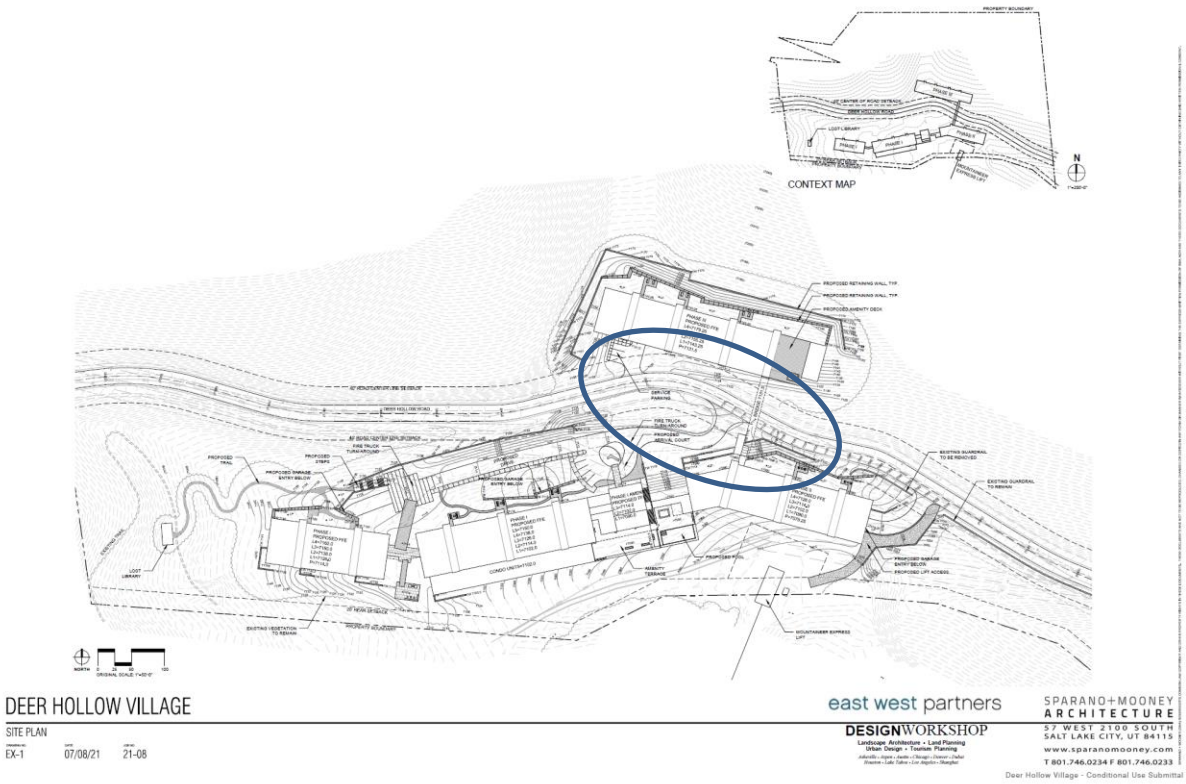
The 1995 Settlement Agreement required a permanent physical disconnection of Keetley Road (now Deer Hollow Road) to prevent vehicular through-traffic in the Deer Crest area. The Primary Village Structure footprint was to be partially within the historic configuration of Deer Hollow Road. The intention 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.

In 2017, the Planning Commission 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 development (Staff Report, p. 241; Minutes, p. 23). On December 4, 2017, the Third Amendment to the Settlement Agreement was recorded with Wasatch County (Exhibit I).

The 1995 site plan provided access to the Primary Village Structure to the south of the project. Deer Hollow Road was to be converted to an emergency/utility lane only.



The current proposal retains the Deer Hollow Road (formerly Keetley Road) connection and shifts the access road to the site to the northwest:



The Conditional Use Permit criteria the Planning Commission reviews includes traffic considerations, emergency vehicle access, and internal vehicle and pedestrian circulation.[7] Master Planned Development review requires the Planning Commission to consider minimizing grading and the need for large retaining structures, and roads and utility lines and structures that are designed to work with existing grade to minimize cuts and fills.[8] Staff requests the Planning Commission provide input on the new road configuration and circulation and whether additional information is needed.

The Applicant requests a reduction in parking.

¶ 5.2.3.10 of the 1995 Settlement Agreement states property owners may construct no more parking stalls underneath the Multi-Unit Dwellings than are required to service that structure as may be required by the appropriate Wasatch County officials (Exhibit C).

[7] LMC § 15-1-10(E).
[8] LMC § 15-6-5(G).

¶ 2 of the First Amended Wasatch County Density Determination refers to the Multi-Unit Dwellings on this property as “Townhouse Cottage” Units. ¶ 11.D of the First Amended Density Determination requires two covered parking spaces per 2,400-square-foot “Townhouse Cottage” Unit. The First Amended Density Determination requires 166 parking spaces for the 83 2,400-square-foot unit project (Exhibit H).

For a comparison, LMC § 15-3-6 requires 1.5 parking space per Condominium Unit greater than 1,000 and less than 2,000 square feet, and 2 parking spaces per Condominium Unit 2,000 square feet or greater.

The Applicant’s original submittal (Exhibit A) includes the following square footages highlighted by staff with those between 1,000 and 2,000 square feet in yellow (totaling 14), and those over 2,000 square feet in orange (totaling 64):

UNIT NET SQUARE FOOTAGE				
TYPE	ROOM NUMBER	LEVEL	AREA	PHASE
PHASE I				
2BR	1P01	ELEV. 7114.00'	1473 SF	PHASE I
3BR - SM	2P01	ELEV. 7102.00'	1835 SF	PHASE I
3BR - SM	2P02	ELEV. 7102.00'	1764 SF	PHASE I
3BR - SM	2P03	ELEV. 7102.00'	1844 SF	PHASE I
2BR	1101	ELEV. 7126.00'	1169 SF	PHASE I
3BR - LG	1102	ELEV. 7126.00'	2114 SF	PHASE I
4BR	1201	2 STORY UNIT	3611 SF	PHASE I
4BR	1202	2 STORY UNIT	3550 SF	PHASE I
3BR - LG	1203	ELEV. 7138.00'	2302 SF	PHASE I
3BR - LG	1204	ELEV. 7138.00'	2714 SF	PHASE I
PENTHOUSE	1301	2 STORY UNIT	4093 SF	PHASE I
3BR - LG	1302	ELEV. 7150.00'	2302 SF	PHASE I
3BR - LG	1303	ELEV. 7150.00'	2302 SF	PHASE I
PENTHOUSE	1304	2 STORY UNIT	4093 SF	PHASE I
PENTHOUSE	1401	ELEV. 7162.00'	3248 SF	PHASE I
2BR	2101	ELEV. 7114.00'	1169 SF	PHASE I
3BR - SM	2102	ELEV. 7114.00'	2114 SF	PHASE I
3BR - SM	2103	ELEV. 7114.00'	2114 SF	PHASE I
2BR	2104	ELEV. 7114.00'	1453 SF	PHASE I
2BR	2105	ELEV. 7114.00'	1453 SF	PHASE I
3BR - LG	2201	ELEV. 7126.00'	2714 SF	PHASE I
3BR - LG	2202	ELEV. 7126.00'	2302 SF	PHASE I
3BR - LG	2203	ELEV. 7126.00'	2302 SF	PHASE I
3BR - LG	2204	ELEV. 7126.00'	2302 SF	PHASE I
3BR - SM	2205	ELEV. 7126.00'	2046 SF	PHASE I
3BR - LG	2206	2 STORY UNIT	2402 SF	PHASE I
PENTHOUSE	2301	2 STORY UNIT	4093 SF	PHASE I
3BR - LG	2302	ELEV. 7138.00'	2302 SF	PHASE I
3BR - LG	2303	ELEV. 7138.00'	2302 SF	PHASE I
3BR - LG	2304	ELEV. 7138.00'	2302 SF	PHASE I
3BR - LG	2305	ELEV. 7138.00'	2302 SF	PHASE I
PENTHOUSE	2306	2 STORY UNIT	4093 SF	PHASE I
PENTHOUSE	2401	ELEV. 7150.00'	3248 SF	PHASE I
PENTHOUSE	2402	ELEV. 7150.00'	3248 SF	PHASE I
			84675 SF	
PHASE II				
3BR - LG	3101	ELEV. 7090.00'	2474 SF	PHASE II
3BR - LG	3102	ELEV. 7090.00'	2479 SF	PHASE II
3BR - LG	3103	ELEV. 7090.00'	2515 SF	PHASE II
2BR	3105	ELEV. 7090.00'	1453 SF	PHASE II
2BR	3106	ELEV. 7090.00'	1453 SF	PHASE II
3BR - LG	3201	ELEV. 7102.00'	2817 SF	PHASE II
3BR - LG	3202	ELEV. 7102.00'	2420 SF	PHASE II
3BR - LG	3203	ELEV. 7102.00'	2420 SF	PHASE II
3BR - LG	3204	ELEV. 7102.00'	2420 SF	PHASE II
3BR - LG	3205	ELEV. 7102.00'	2420 SF	PHASE II
4BR	3206	ELEV. 7102.00'	2831 SF	PHASE II
4BR	3301	ELEV. 7114.00'	2817 SF	PHASE II
3BR - LG	3302	ELEV. 7114.00'	2420 SF	PHASE II
3BR - LG	3303	ELEV. 7114.00'	2420 SF	PHASE II
3BR - LG	3304	ELEV. 7114.00'	2420 SF	PHASE II
3BR - LG	3305	ELEV. 7114.00'	2420 SF	PHASE II
4BR	3306	ELEV. 7114.00'	2831 SF	PHASE II
PENTHOUSE	3401	ELEV. 7126.00'	4886 SF	PHASE II
PENTHOUSE	3402	ELEV. 7126.00'	4683 SF	PHASE II
			50597 SF	
PHASE III				
2BR	4101	ELEV. 7143.25'	1567 SF	PHASE III
3BR - SM	4102	ELEV. 7143.25'	1997 SF	PHASE III
3BR - SM	4103	ELEV. 7143.25'	2114 SF	PHASE III
3BR - SM	4104	ELEV. 7143.25'	1997 SF	PHASE III
3BR - LG	4105	ELEV. 7143.25'	2611 SF	PHASE III
2BR	4106	ELEV. 7143.25'	1453 SF	PHASE III
4BR	4201	ELEV. 7155.25'	3651 SF	PHASE III
4BR	4202	2 STORY UNIT	3145 SF	PHASE III
3BR - SM	4203	ELEV. 7155.25'	2097 SF	PHASE III
2BR	4204	ELEV. 7155.25'	2214 SF	PHASE III
3BR - SM	4205	ELEV. 7155.25'	2214 SF	PHASE III
4BR	4206	2 STORY UNIT	3145 SF	PHASE III
3BR - SM	4207	ELEV. 7155.25'	2097 SF	PHASE III
3BR - LG	4208	ELEV. 7155.25'	2611 SF	PHASE III
4BR	4301	ELEV. 7167.25'	3651 SF	PHASE III
3BR - SM	4302	ELEV. 7167.25'	2097 SF	PHASE III
3BR - SM	4303	ELEV. 7167.25'	2097 SF	PHASE III
3BR - SM	4304	ELEV. 7167.25'	2214 SF	PHASE III
3BR - SM	4305	ELEV. 7167.25'	2214 SF	PHASE III
3BR - SM	4306	ELEV. 7167.25'	2097 SF	PHASE III
3BR - SM	4307	ELEV. 7167.25'	2097 SF	PHASE III
3BR - LG	4308	ELEV. 7167.25'	2611 SF	PHASE III
PENTHOUSE	4401	ELEV. 7179.25'	4441 SF	PHASE III
PENTHOUSE	4402	ELEV. 7179.25'	3314 SF	PHASE III
PENTHOUSE	4403	ELEV. 7179.25'	4184 SF	PHASE III
			63928 SF	
GRAND TOTAL			199200 SF	

Under LMC § 15-3-6, the project triggers 21 parking spaces for units between 1,000 and 2,000 square feet and 128 parking spaces for units above 2,000 square feet, for a total of 149 parking spaces.

¶ 2.4 of the Applicant's submittal states: *To limit the apparent height of the proposed buildings, the design includes parking at the 1st level, which is underground to the extent possible* (Exhibit A).

Since the Applicant's original submittal, the Applicant made minor modifications to some unit square footages. The updated proposal will be provided to staff and the Planning Commission prior to the November 10, 2021 meeting. The Applicant proposes 123 parking spaces for the modified units. Please see Exhibit K for the Applicant's Parking Analysis and Request to Reduce Parking Ratio and Exhibit M for the Applicant's proposed Transportation Network. Staff will update the numbers according to the most recent plan set prior to the November 10, 2021 meeting.

Pursuant to ¶ 11.A(d) of the First Amended Density Determination, underground parking clearance shall be a minimum of eight feet high to accommodate vans and vehicles with ski racks.

The Land Management Code provides exceptions to parking requirements when the Applicant proves by a parking study that the proposed parking is adequate. The parking study must analyze whether (1) parking uses will overlap; (2) commercial spaces within the project will serve those residing within the project rather than the public, and (3) other factors that support the conclusion that the project will generate less parking than required.[9] Staff requests the Planning Commission determine whether more information is required to evaluate parking. Additionally, staff interprets ¶ 5.2.3.10 of the 1995 Settlement Agreement to require that parking be provided in underground structures below the Building Footprints. Staff requests Planning Commission input regarding the raising of some parking to the first level.

The 1990s approval outlines up to 5% support commercial. The Applicant proposes 3,327 square feet of support commercial and 97,589 square feet of Residential Accessory Use.

The First Amended Density Determination outlined support commercial up to 5% for the project, including restaurants, lobby shops, 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.

[9] LMC § 15-3-7.

The First Amended Density Determination also stated that maximum square footage 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.

The Applicant proposes 97,589 square feet of Residential Accessory Uses, including ski lockers and lounge, kids lounge, ski lounge, offices, ski valet/storage/demo, server/prep, mechanical equipment, fitness rooms, mixed-use/yoga room, game room, and Zoom room. The Applicant also proposes 3,327 square feet for restaurant and dining services for guests (Exhibit L).

LMC § 15-6-8(F) defines Residential Accessory Uses as uses including typical back of house uses and administration facilities that are for the benefit of the residents of a commercial Residential Use, such as a Hotel or Nightly Rental Condominium project and that are common to the residential project and are not located within any individual Residential Unit. Residential Accessory Uses do not require the use of Unit Equivalents and include but are not limited to:

- Ski/equipment lockers
- Lobbies
- Registration
- Concierge
- Bell stand/luggage storage
- Maintenance areas
- Laundry facilities and storage
- Employee facilities
- Common pools, saunas and hot tubs, and exercise areas not open to the public
- Telephone areas
- Guest business centers
- Public restrooms
- Administrative offices
- Hallways and circulation
- Elevators and stairways

Staff requests the Planning Commission provide input regarding support commercial and Residential Accessory Uses and whether additional information is required for Planning Commission review.

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 on

October 13, 2021. The *Park Record* published notice on October 13, 2021.[10]

Exhibits

Exhibit A: Applicant's Submittal
Exhibit B: Wasatch County Density Determination
Exhibit C: 1995 Settlement Agreement
Exhibit D: Ordinance No. 98-51 Zoning the Deer Crest Annexation Area
Exhibit E: Ordinance No. 98-53 Annexing Approximately 253 Acres of Deer Crest
Exhibit F: 1995 Site Plan
Exhibit G: First Amendment to the 1955 Settlement Agreement
Exhibit H: First Amended Wasatch County Density Determination
Exhibit I: Third Amendment Settlement Agreement
Exhibit J: Founders Place Comparison 1995 to Current Design
Exhibit K: Applicant's Parking Reduction Request
Exhibit L: Accessory Use
Exhibit M: Proposed Transportation Network
Exhibit N: Roof Area Comparison

[10] LMC § 15-1-21.

DEER HOLLOW VILLAGE

CONDITIONAL USE PERMIT SUBMITTAL
PHASES I, II, AND III



July 8, 2021

east west partners
SPARANO + MOONEY **ARCHITECTURE**

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3.0 ATTACHMENTS
Attachment 1: Proposed Deer Hollow Village Design Drawings - Phases I, II, and III
Exhibit 1: Site Plan
Exhibit 2: Vegetation Plan
Exhibit 3: Architectural Site Plan
Exhibit 4: Phasing Plan
Exhibit 5: Floor Plan - Elev. 7078.25
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Exhibit 22: Civil Cover Sheet
Exhibit 23: Civil Overall Site Plan
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Exhibit 25: Civil Slope Map
Exhibit 26: Civil Utilities Plan
Exhibit 27: Civil Storm Drain Plan

4.0 ADDITIONAL EXHIBITS UNDER SEPARATE COVER
Exhibit 28: Phase I Environmental Site Assessment (Dated November 17, 2020)
Exhibit 29: Deer Crest Design Guidelines
Exhibit 30: 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 **Deer Hollow Village** residents. The Deer Hollow Village 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 Deer Hollow Village (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.

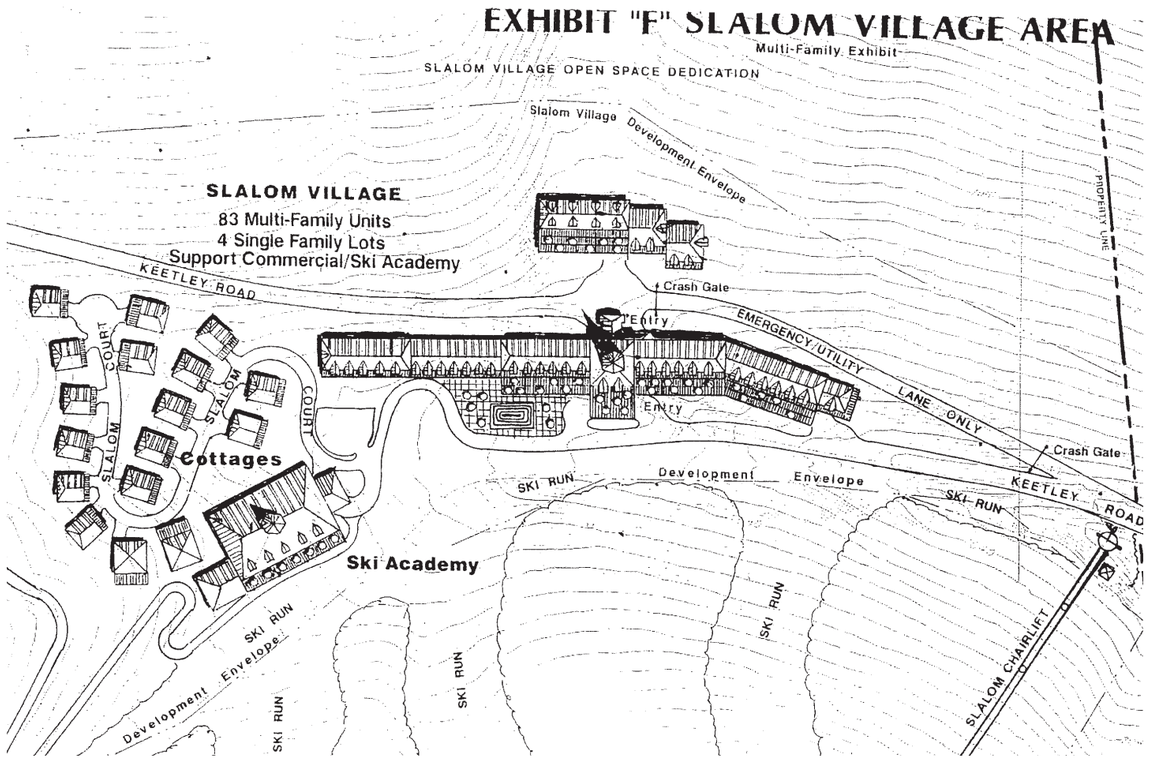


EXHIBIT 'F' - SLALOM VILLAGE AREA

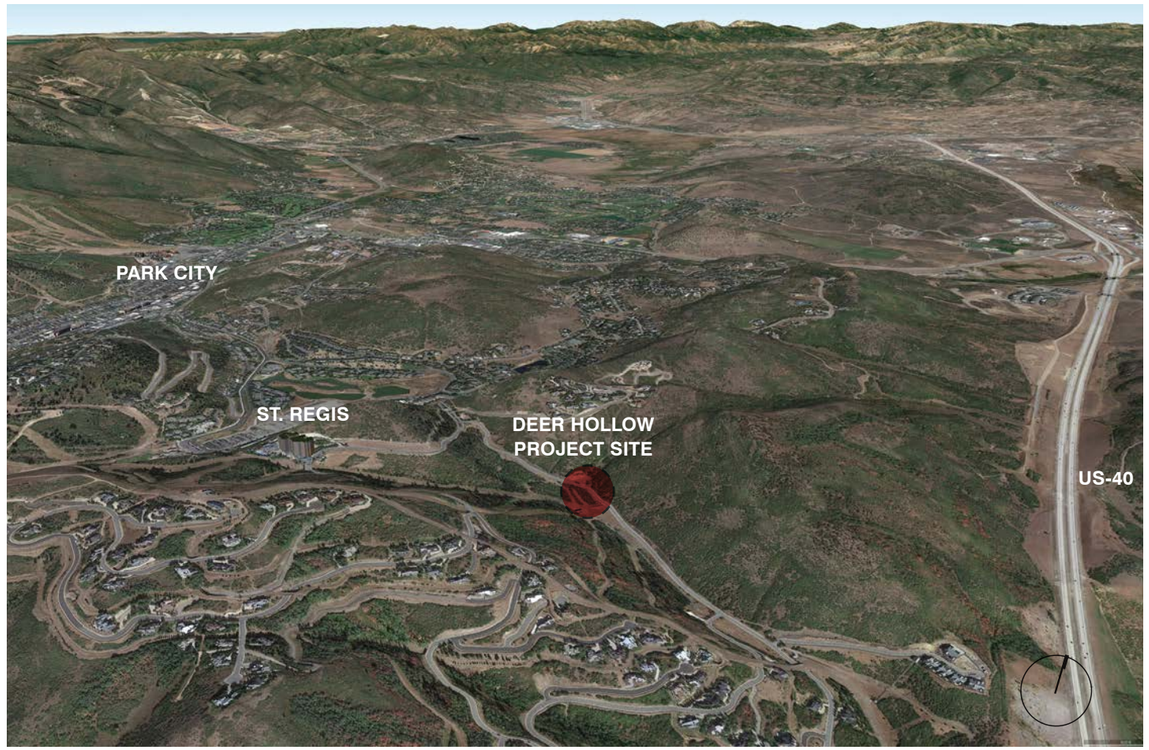
Deer Hollow Development LLC is proposing to build NTE 199,200 SF total residential square footage divided over four building and consisting of 78 residential for sale properties, 4 Employee Housing Units as required by the development agreement, and 124 total parking spaces and various Residential Accessory Uses as defined in the Development Agreement. The project will be constructed in 3 phases.

Sustainable design strategies of Deer Hollow Village 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	=	151,923 GSF
	Total Project GSF	=	351,123 GSF



SITE LOCATION MAP

2.0 OVERVIEW

2.1 SITE LOCATION

The Deer Hollow Village 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.



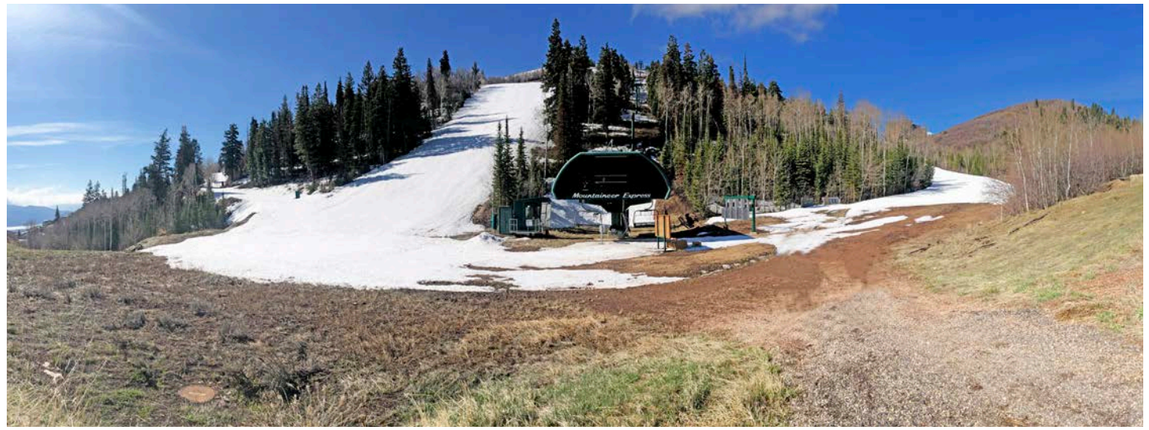
SITE VICINITY MAP

2.2 CONTEXT

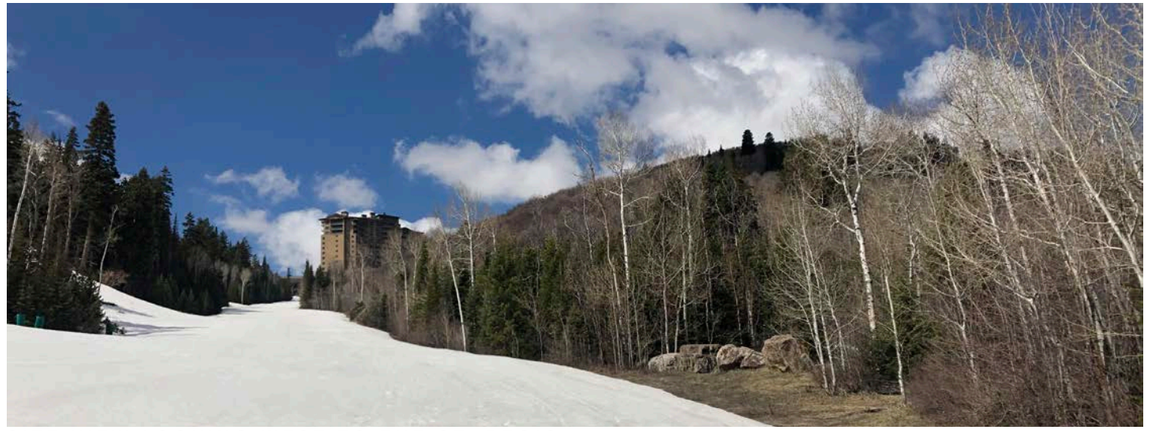
The Deer Hollow project site is private and secluded, with no residential or commercial development within close proximity. The nearest development to the proposed built-area of the Deer Hollow Village project site includes the residences at Snowtop Court approximately 750 feet to the northwest; the 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 Deer Hollow project site is located at the base of the adjacent hillsides at an elevation of 7100 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 Deer Hollow 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



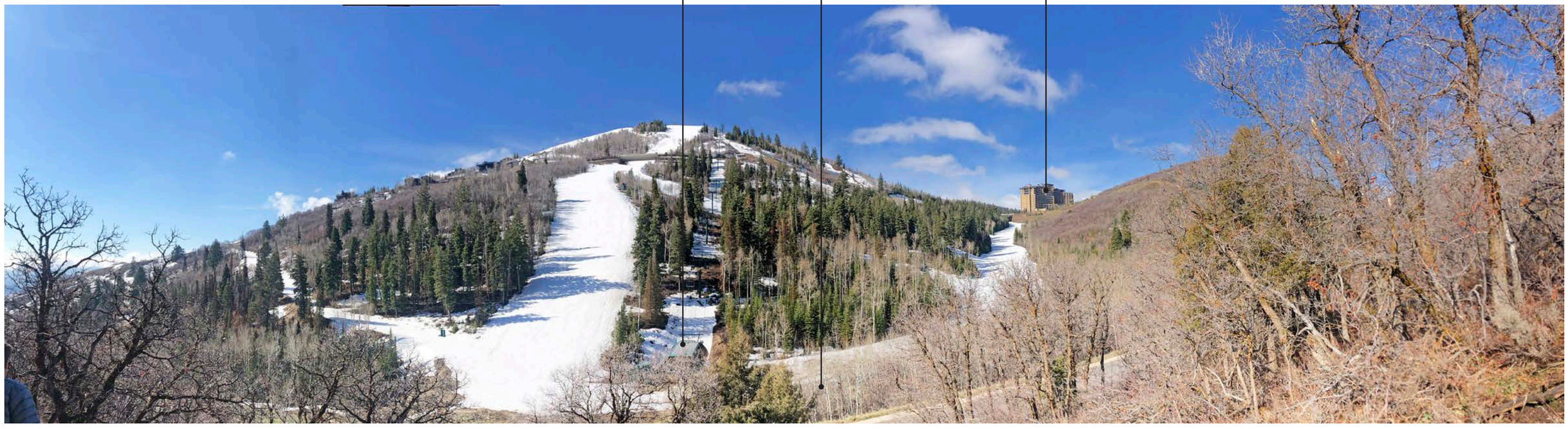
SITE VIEW LOOKING WEST TO THE ST. REGIS



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 Deer Hollow Village 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 Deer Hollow 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 Deer Hollow Village 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 Deer Hollow Village project is consistent with the Deer Crest Master Plan Development and Settlement Agreement . In addition, the proposed Deer Hollow Village 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 Deer Hollow 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 Deer Hollow Village 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 Deer Hollow Village 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 Deer Hollow Village 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 Deer Hollow Village, similar to the "dial-a-ride" program at Empire Pass. The spirit of the service is to substantially reduce traffic between the Deer Hollow Village 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, Deer Hollow Village 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 will total 4% of the total number of condominium units, which equals four workforce 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.

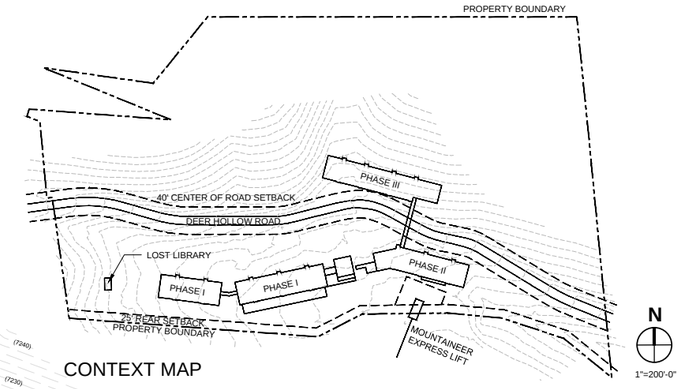
2.14 PHASING

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:

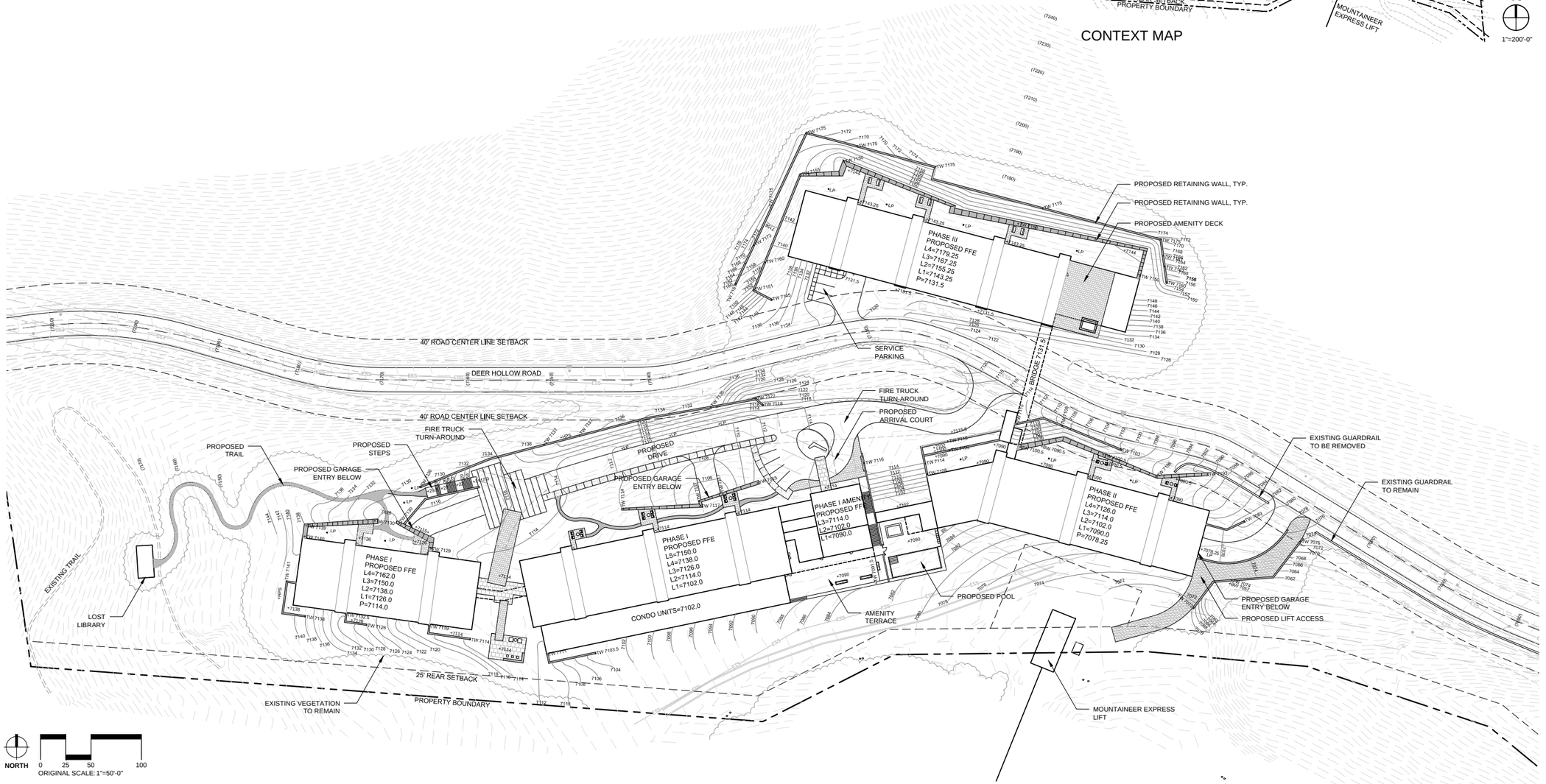
- Phase I: Includes Buildings 1 and 2, Amenity Space, and the Pool/Ski Deck.
Housing Unit Count this Phase: 34
Total GSF this Phase: 164,696 GSF
Construction Start Date: Spring 2022

- Phase II: Includes Building 3
Housing Unit Count this Phase: 19
Total GSF this Phase: 83,379 GSF
Construction Start Date: Spring 2023

- Phase III: Includes Building 4 and Associated Pedestrian Bridge
Housing Unit Count this Phase: 25
Total GSF this Phase: 103,048 GSF
Construction Start Date: Spring 2024



CONTEXT MAP



NORTH 0 25 50 100
ORIGINAL SCALE: 1"=50'-0"

DEER HOLLOW VILLAGE

SITE PLAN

DRAWING NO. EX-1 | DATE: 07/08/21 | JOB NO. 21-08

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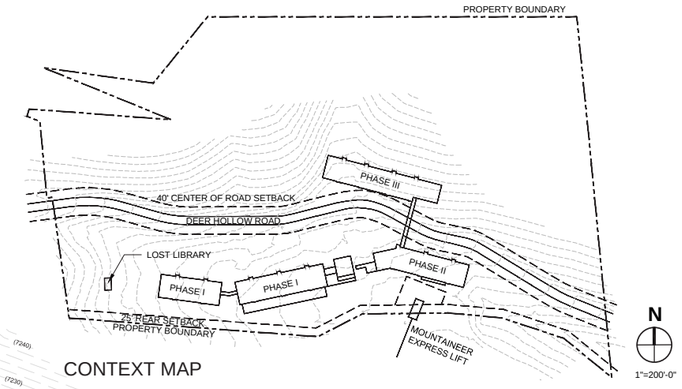
PLANT LIST

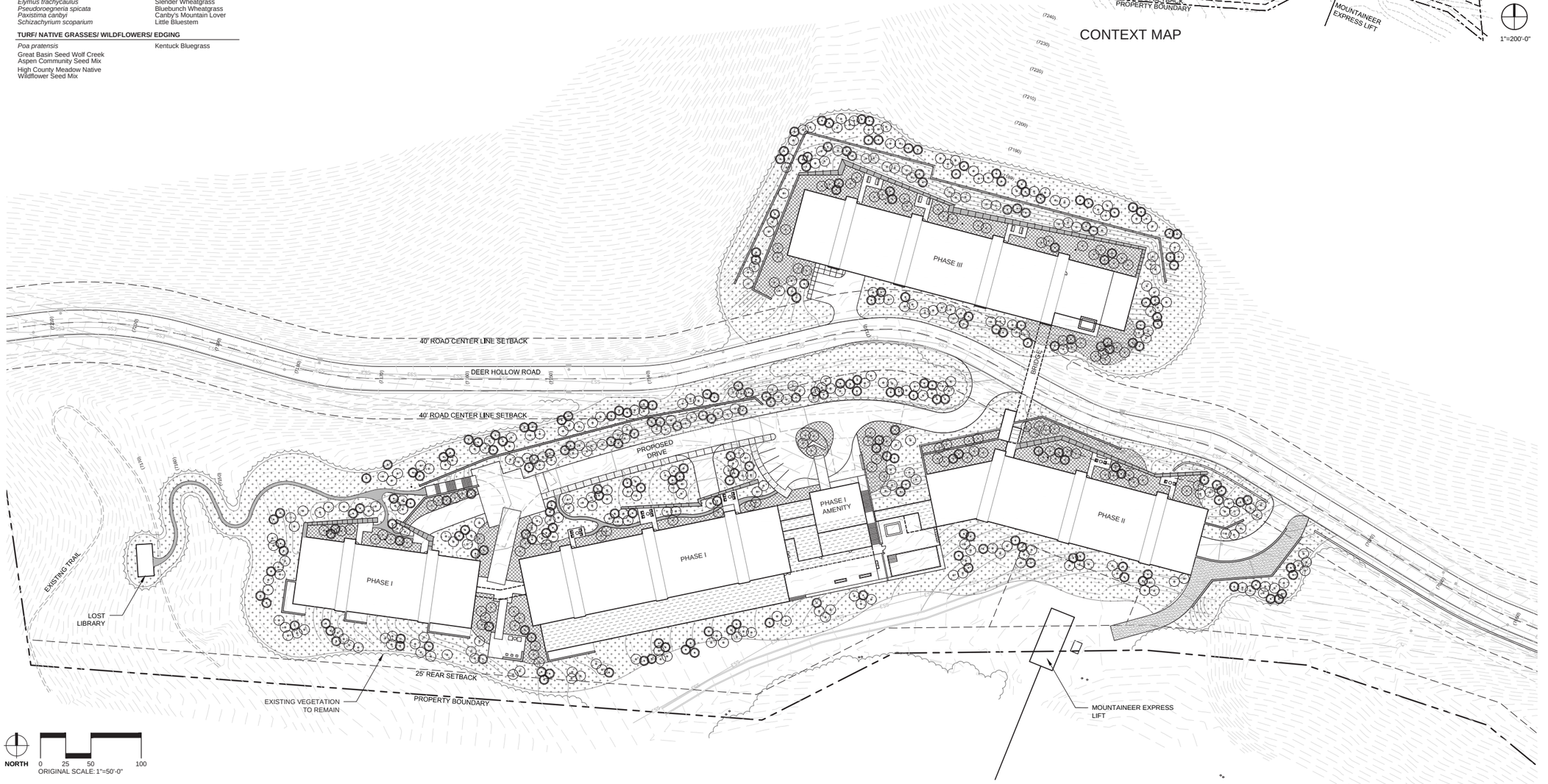
BOTANICAL NAME	COMMON NAME
DECIDUOUS TREES	
Acer glabrum	Rocky Mountain Maple
Acer grandidentatum	Bigtooth Maple
Acer negundo	Boxelder
Amelanchier canadensis	Shadlow Serviceberry
Celtis oceidentalis	Common Hackberry
Populus tremuloides	Quaking Aspen
Quercus gambelii	Gambel Oak
CONIFEROUS TREES	
Abies 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



CONTEXT MAP



DEER HOLLOW VILLAGE

VEGETATION PLAN

DRAWING NO. EX-2 | DATE: 07/08/21 | JOB NO. 21-08

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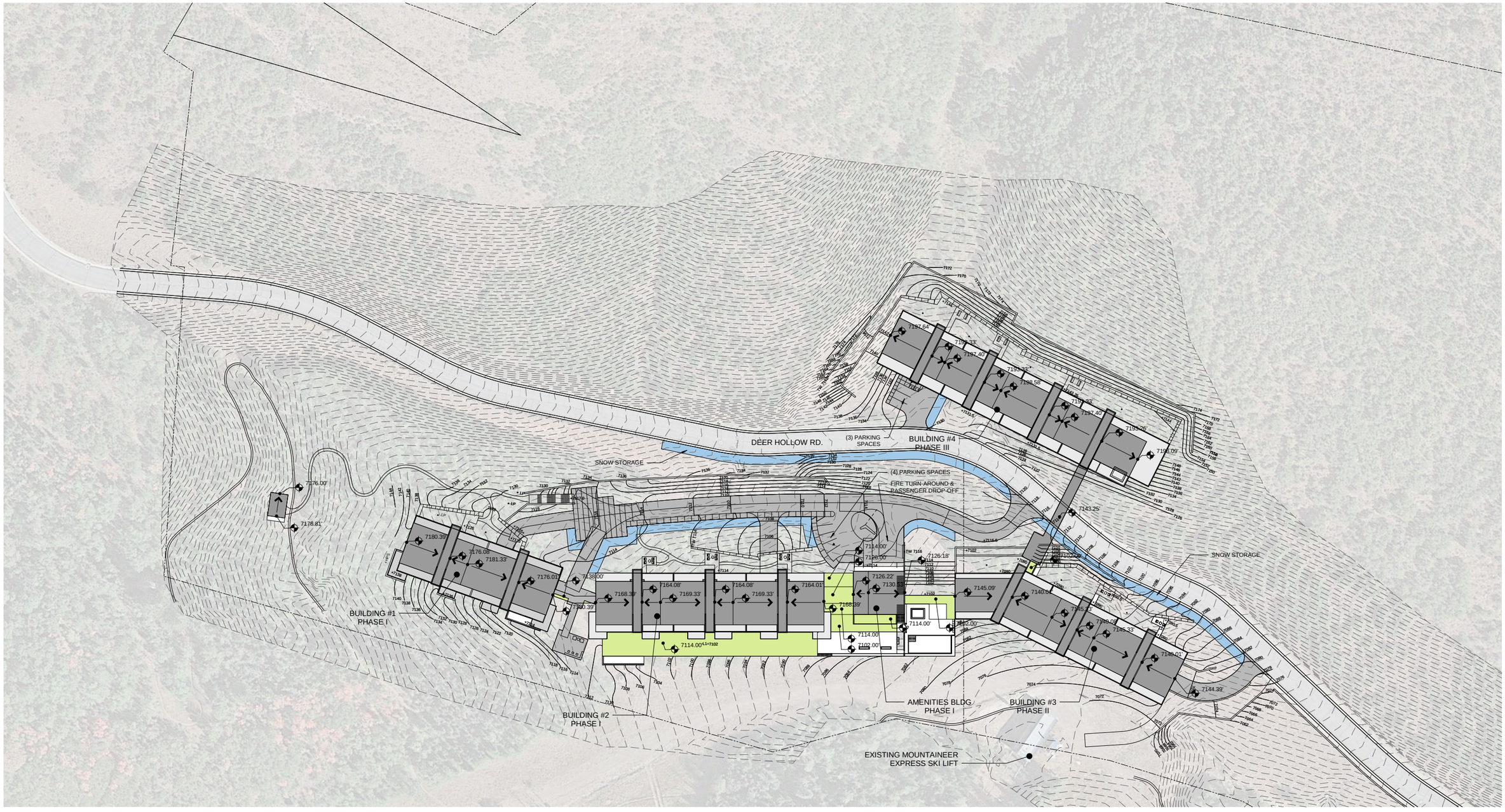

1 SITE PLAN
1" = 50'-0"

N

DEER HOLLOW VILLAGE

ARCHITECTURAL SITE PLAN

DRAWING NO. EX - 3
DATE: 07/08/21
JOB NO. 21-08

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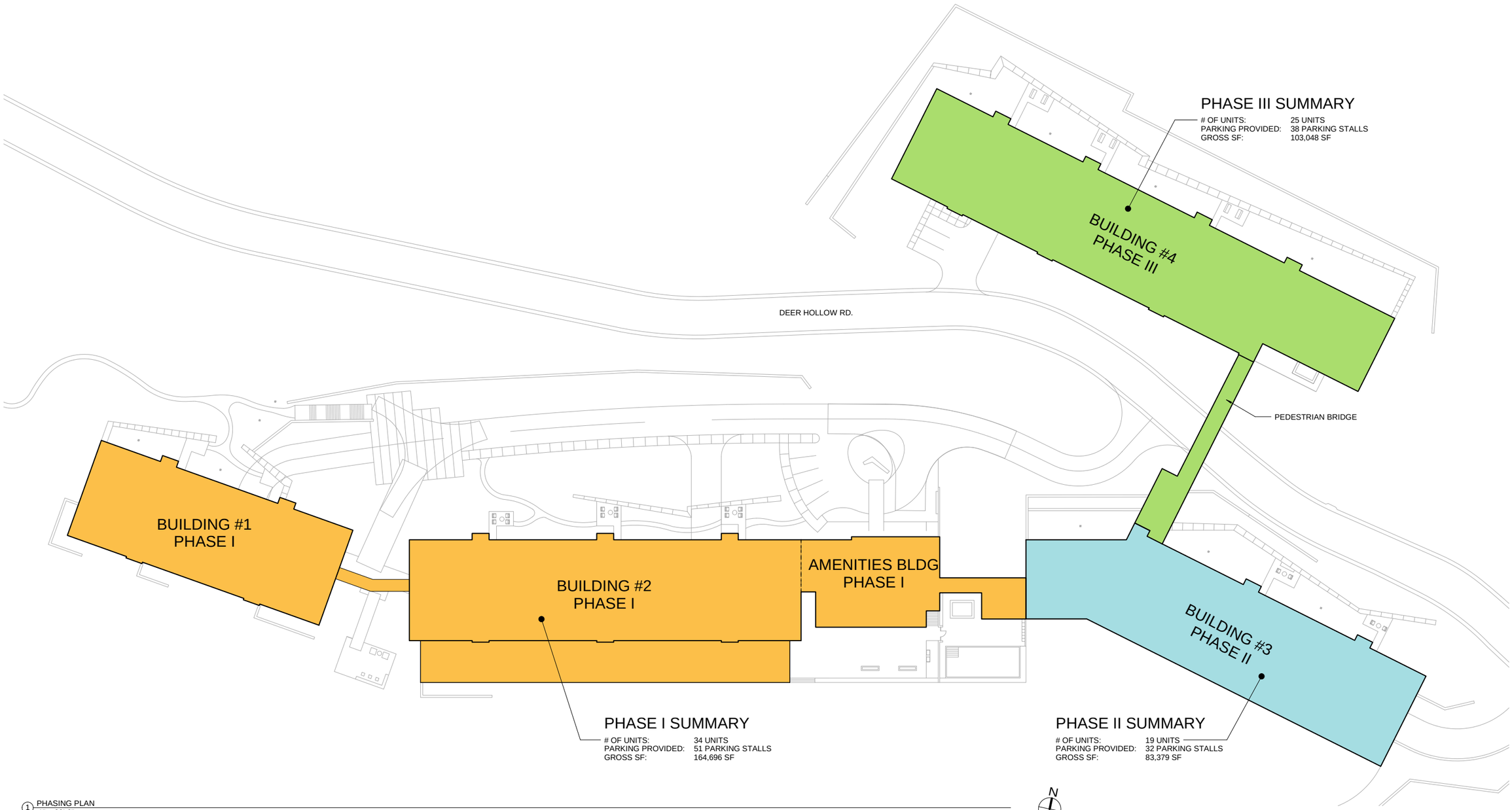

1 PHASING PLAN
1" = 30'-0"

DEER HOLLOW VILLAGE

PHASING PLAN

DRAWING NO. EX - 4
DATE: 07/08/21
JOB NO. 21-08

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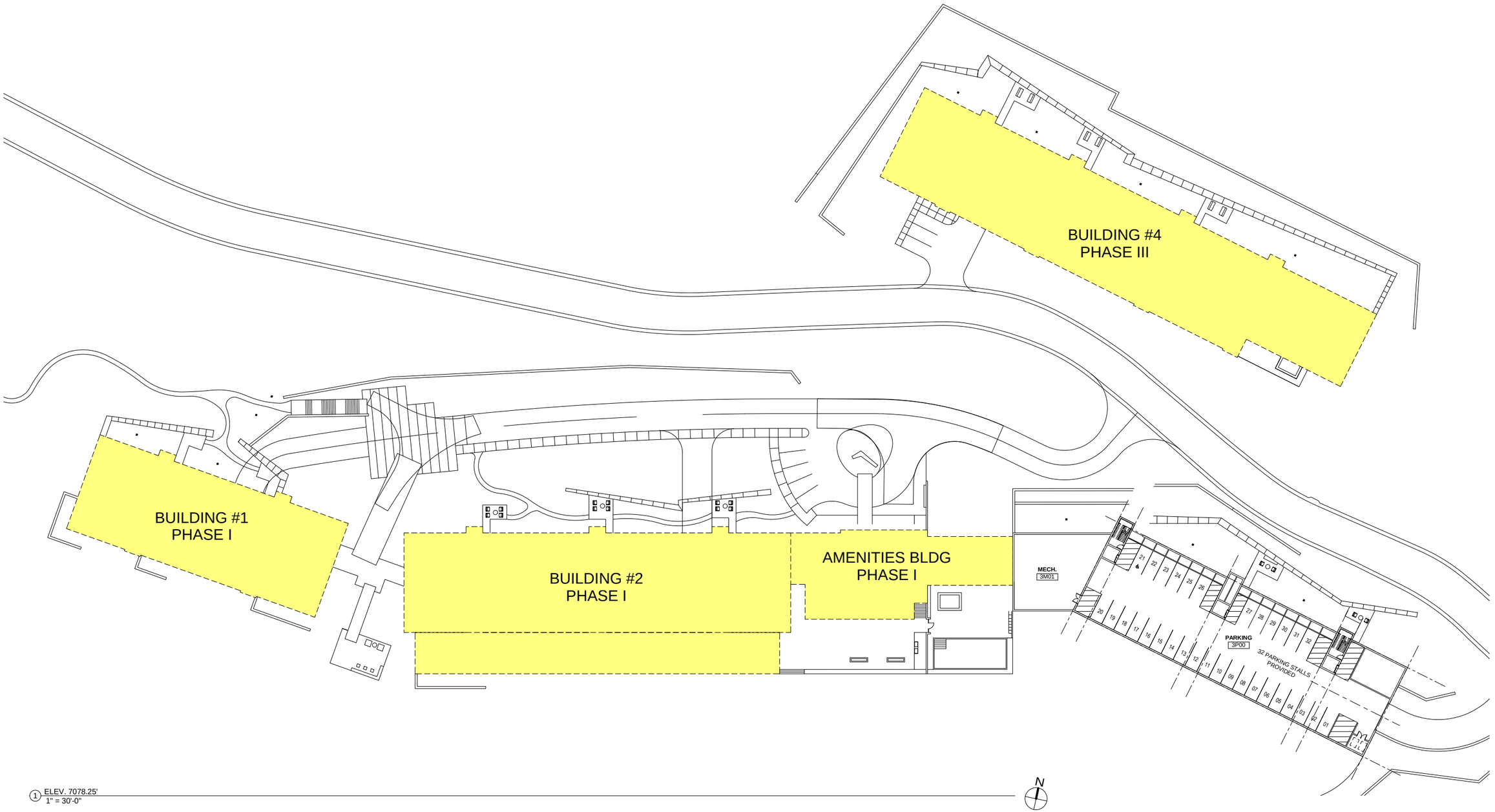

1 ELEV. 7078.25'
1" = 30'-0"

DEER HOLLOW VILLAGE

FLOOR PLAN - ELEV. 7078.25'

DRAWING NO. EX - 5
DATE: 07/08/21
JOB NO. 21-08

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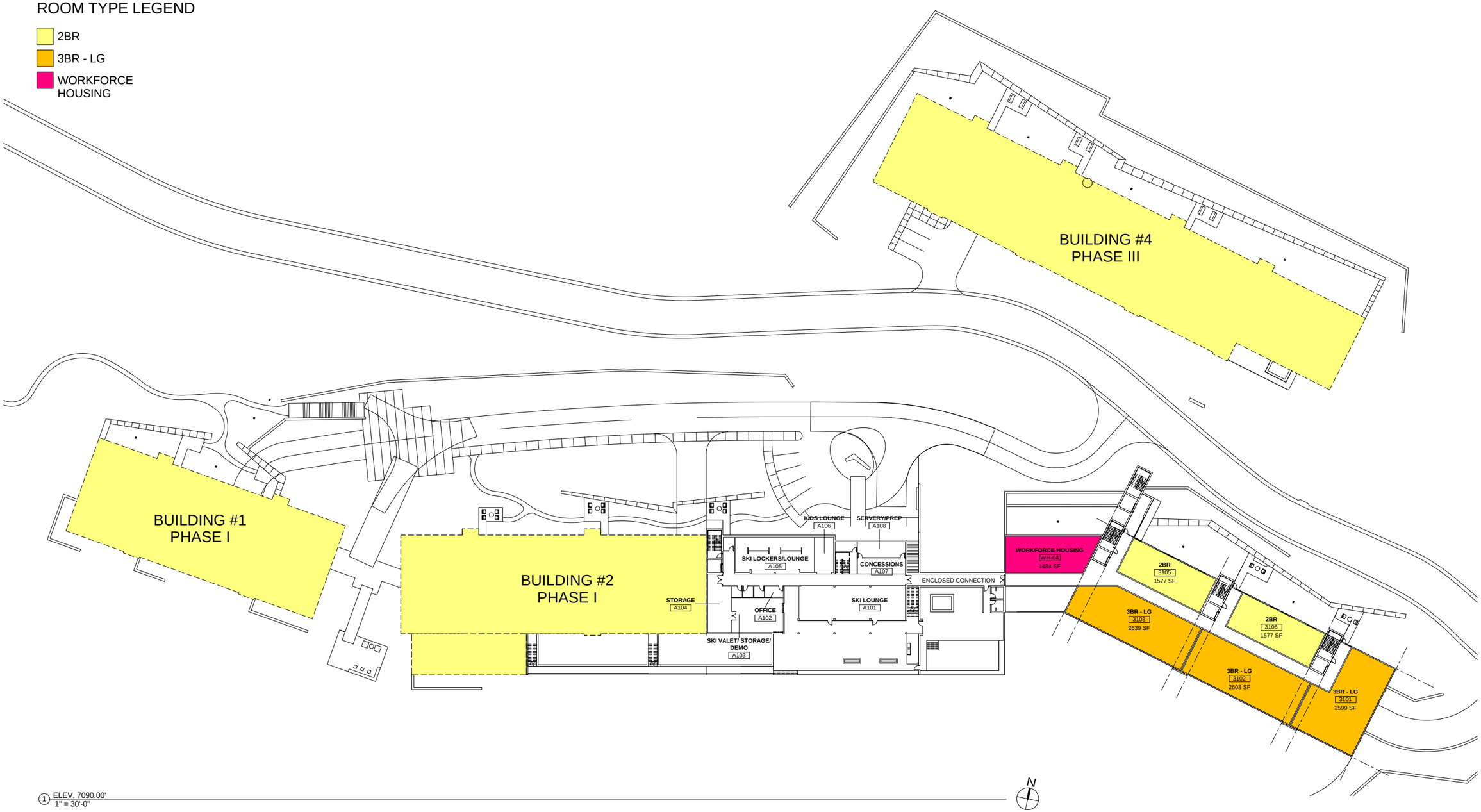
ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- WORKFORCE HOUSING



1 ELEV. 7090.00'
1" = 30'-0"

DEER HOLLOW VILLAGE

FLOOR PLAN - ELEV. 7090.00'

DRAWING NO. EX - 6
DATE: 07/08/21
JOB NO. 21-08

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ROOM TYPE LEGEND

- 3BR - LG
- 3BR - SM
- 4BR

BUILDING #4
PHASE III

BUILDING #1
PHASE I

MECH.
2M01

33 PARKING STALLS
PROVIDED

PARKING
1P00

OFFICE
A202

GAME ROOM
A201

FITNESS RM
A203

MIX USE/YOGA
A204

FITNESS DECK

OPEN TO BELOW

GREEN ROOF

3BR - SM
2P03
1968 SF

3BR - SM
2P02
1888 SF

3BR - SM
2P01
1959 SF

4BR
3206
2956 SF

3BR - LG
3205
2544 SF

3BR - LG
3204
2544 SF

3BR - LG
3203
2544 SF

3BR - LG
3202
2544 SF

3BR - LG
3201
2941 SF

N

1 ELEV. 7102.00'
1" = 30'-0"

DEER HOLLOW VILLAGE

FLOOR PLAN - ELEV. 7102.00'

DRAWING NO. EX - 7
DATE: 07/08/21
JOB NO. 21-08

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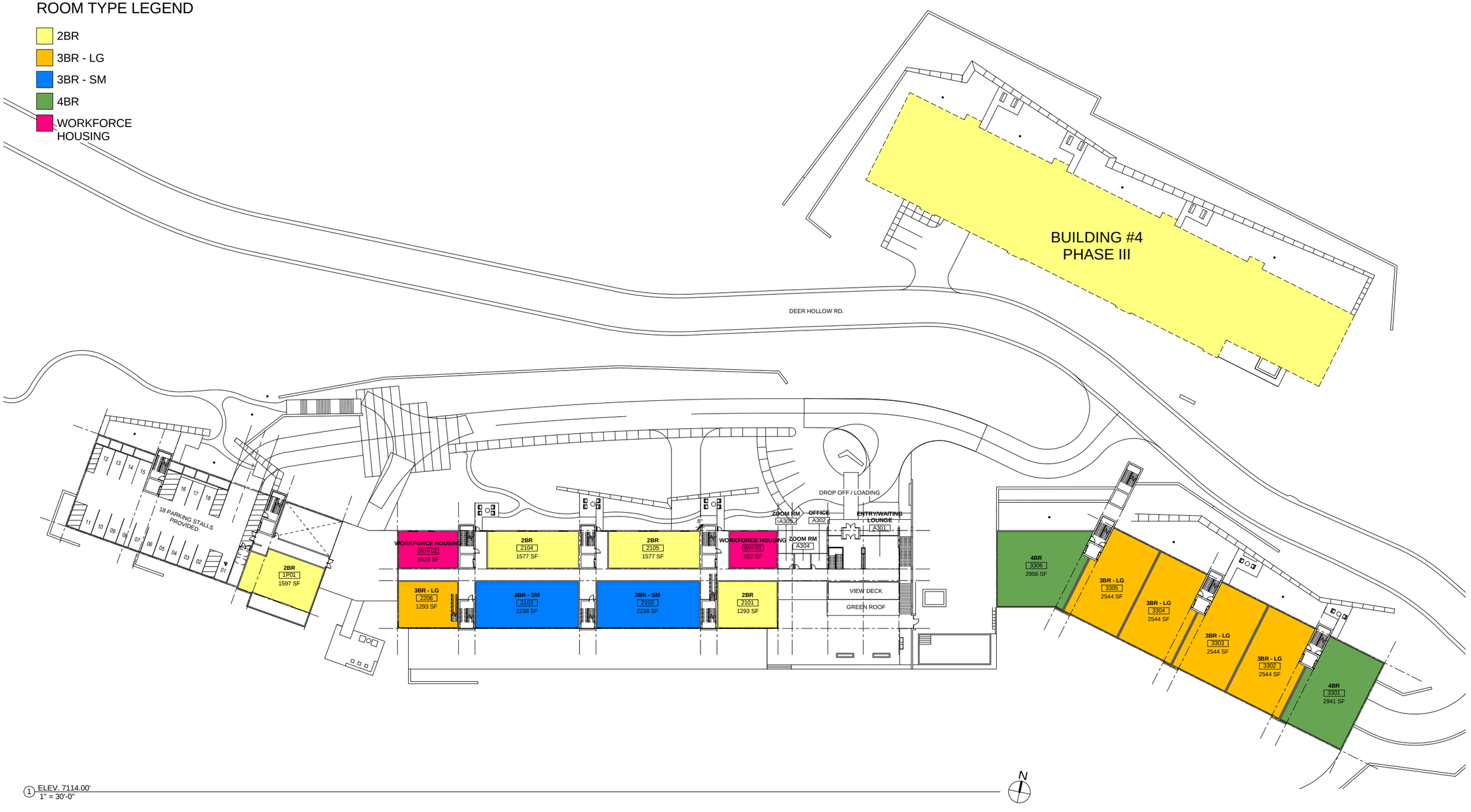
ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 3BR - SM
- 4BR
- WORKFORCE HOUSING



1 ELEV. 7114.00'
1" = 30'-0"

DEER HOLLOW VILLAGE

FLOOR PLAN - ELEV. 7114.00'

DRAWING NO. EX - 8
DATE: 07/08/21
JOB NO. 21-08

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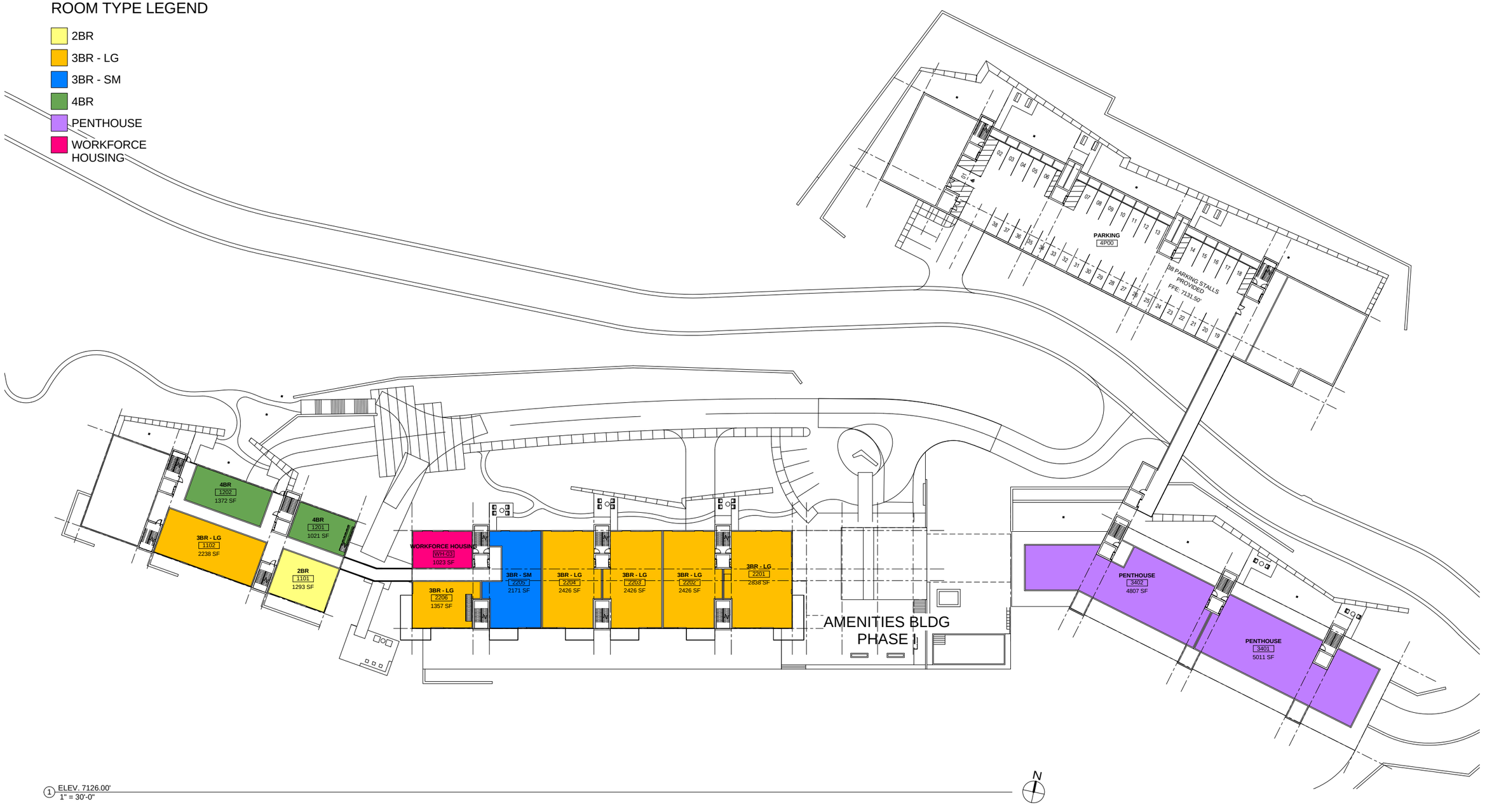
ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 3BR - SM
- 4BR
- PENTHOUSE
- WORKFORCE HOUSING



1 ELEV. 7126.00'
1" = 30'-0"

DEER HOLLOW VILLAGE

FLOOR PLAN - ELEV. 7126.00'

DRAWING NO. EX - 9
DATE: 07/08/21
JOB NO. 21-08

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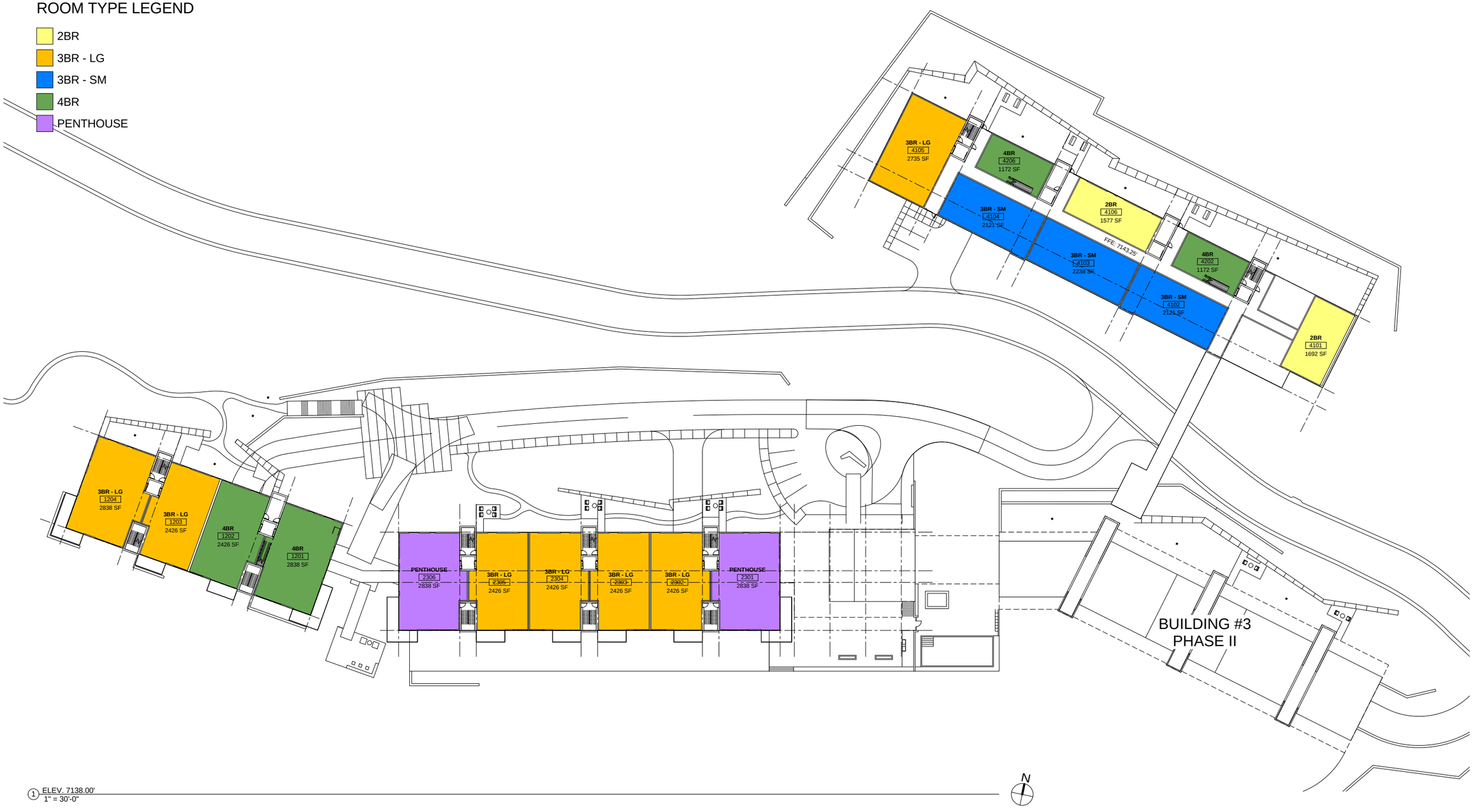
ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 3BR - SM
- 4BR
- PENTHOUSE



1 ELEV. 7138.00'
1" = 30'-0"

DEER HOLLOW VILLAGE

FLOOR PLAN - ELEV. 7138.00'

DRAWING NO. EX - 10
DATE: 07/08/21
JOB NO. 21-08

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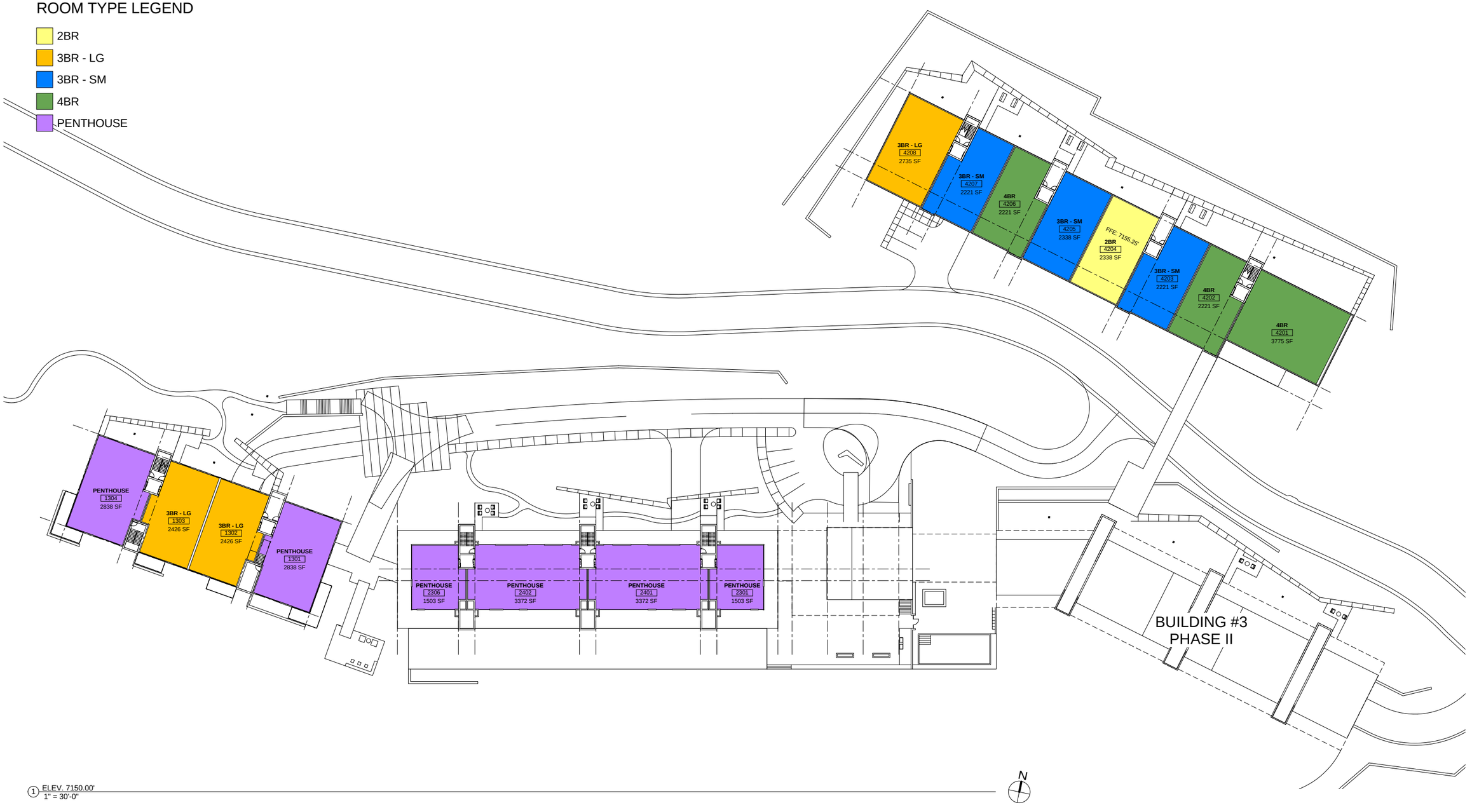
ROOM TYPE LEGEND

- 2BR
- 3BR - LG
- 3BR - SM
- 4BR
- PENTHOUSE



1 ELEV. 7150.00'
1" = 30'-0"

DEER HOLLOW VILLAGE

FLOOR PLAN - ELEV. 7150.00'

DRAWING NO. EX - 11
DATE: 07/08/21
JOB NO. 21-08

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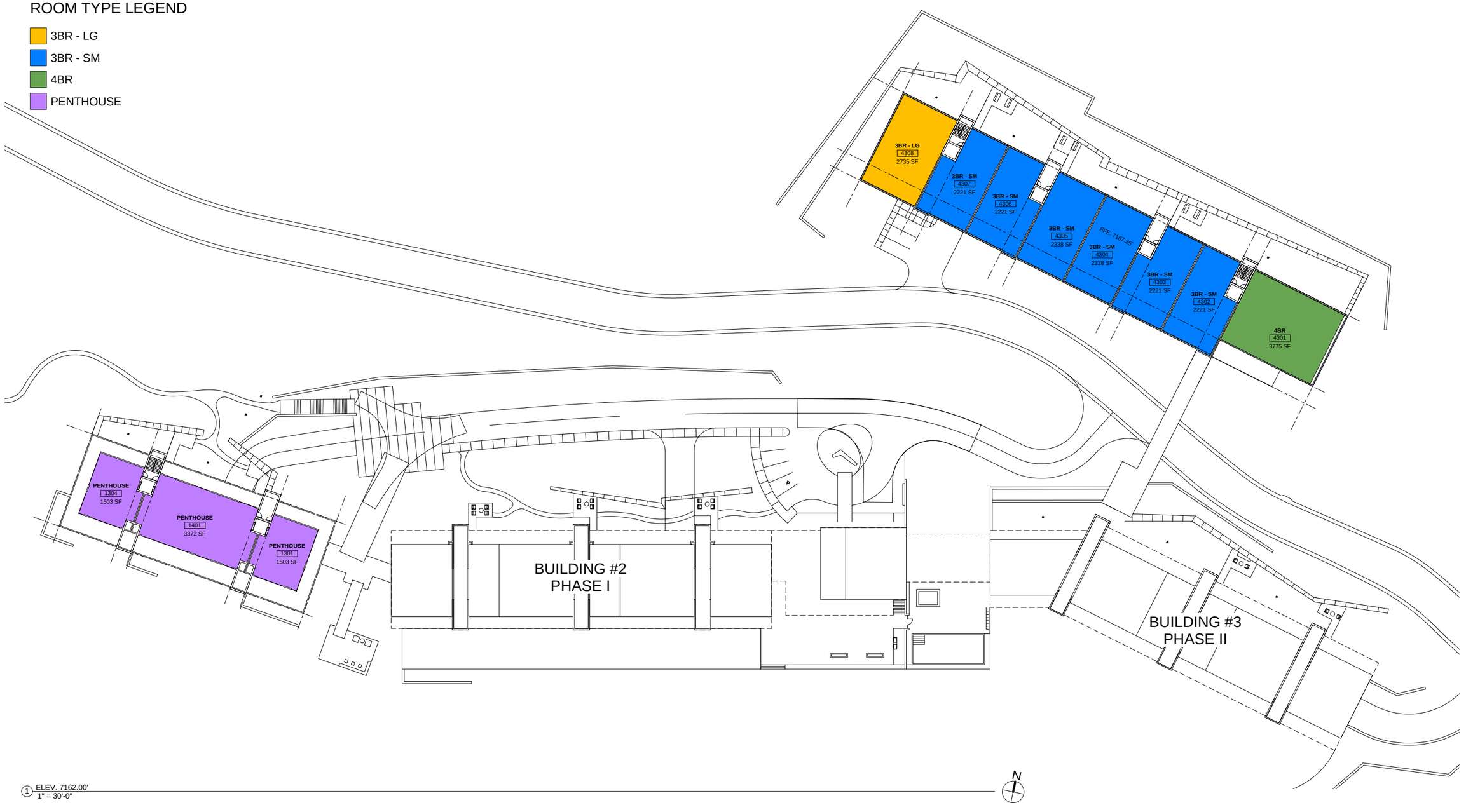
ROOM TYPE LEGEND

- 3BR - LG
- 3BR - SM
- 4BR
- PENTHOUSE



1 ELEV. 7162.00'
1" = 30'-0"

DEER HOLLOW VILLAGE

FLOOR PLAN - ELEV. 7162.00'

DRAWING NO. EX - 12
DATE: 07/08/21
JOB NO. 21-08

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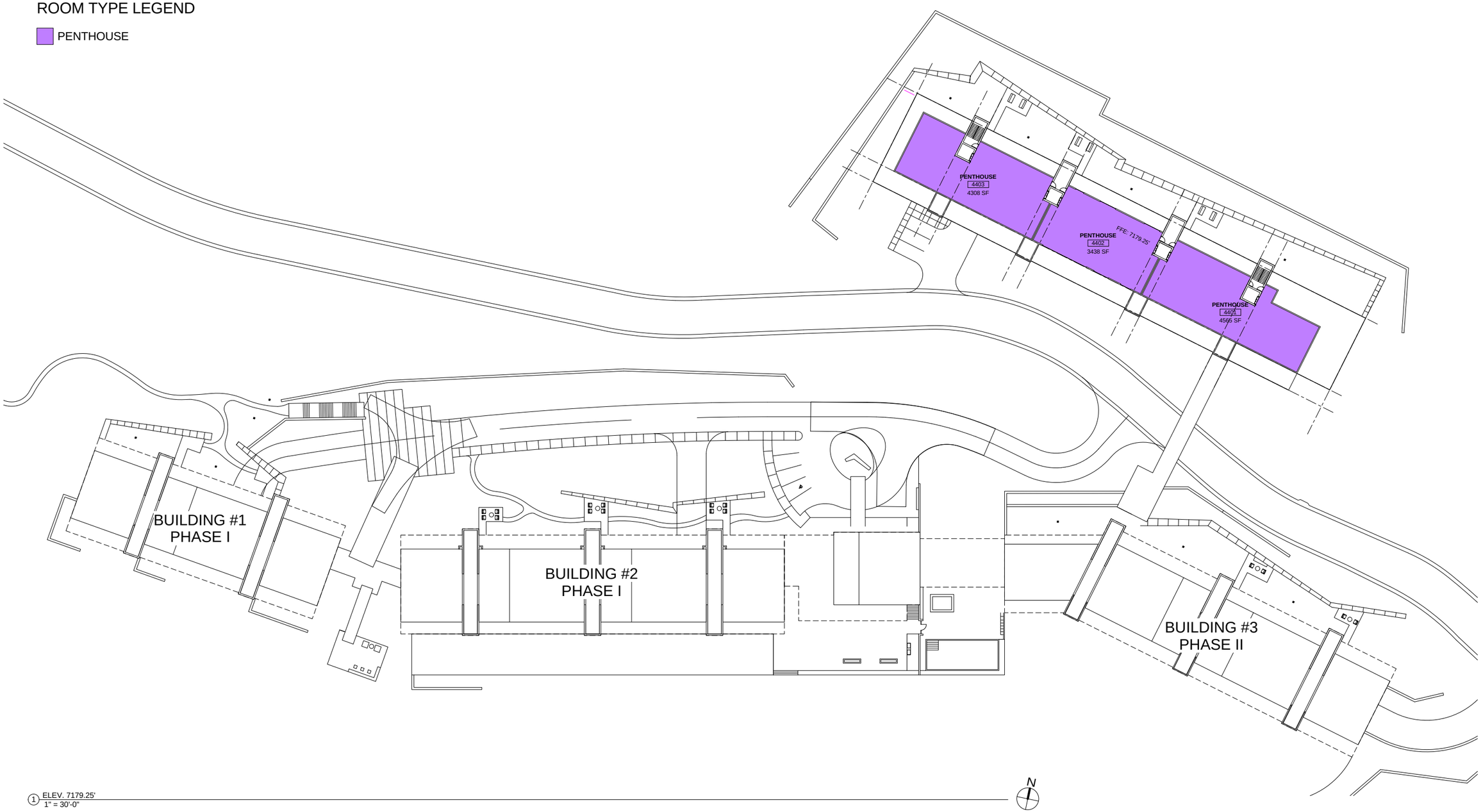
ROOM TYPE LEGEND

PENTHOUSE



1 ELEV. 7179.25'
1" = 30'-0"

DEER HOLLOW VILLAGE

FLOOR PLAN - ELEV. 7179.25'

DRAWING NO. EX - 13
DATE: 07/08/21
JOB NO. 21-08

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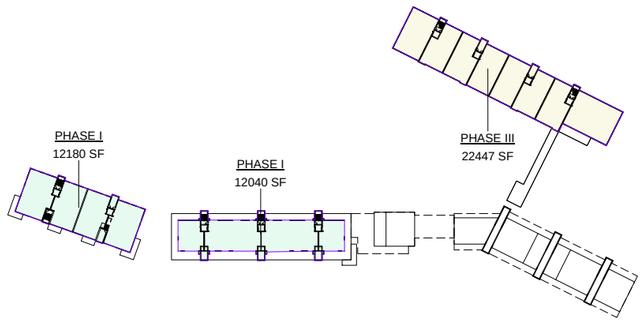
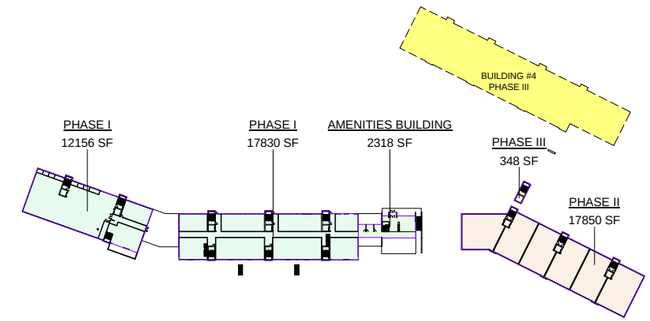
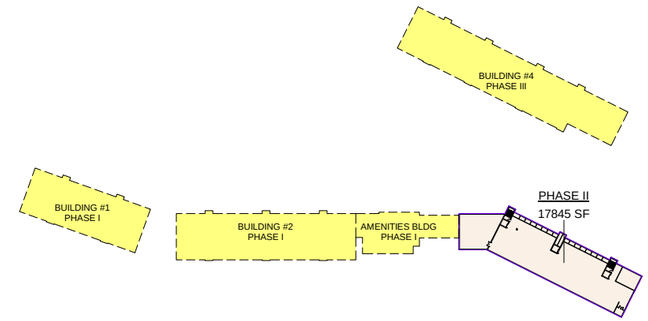
GROSS BUILDING AREA SCHEDULE		
PHASE	LEVEL	AREA
AMENITIES BUILDING	ELEV. 7090.00'	9263 SF
AMENITIES BUILDING	ELEV. 7102.00'	7226 SF
AMENITIES BUILDING	ELEV. 7114.00'	2318 SF
AMENITIES BUILDING: 3		18807 SF
PHASE I	ELEV. 7102.00'	23028 SF
PHASE I	ELEV. 7114.00'	17830 SF
PHASE I	ELEV. 7114.00'	12156 SF
PHASE I	ELEV. 7126.00'	30440 SF
PHASE I	ELEV. 7138.00'	17866 SF
PHASE I	ELEV. 7138.00'	12180 SF
PHASE I	ELEV. 7150.00'	12040 SF
PHASE I	ELEV. 7150.00'	12180 SF
PHASE I	ELEV. 7162.00'	7848 SF
PHASE I	ELEV. 7162.00'	320 SF
PHASE I: 10		145889 SF
PHASE II	ELEV. 7078.25'	17845 SF
PHASE II	ELEV. 7090.00'	17944 SF
PHASE II	ELEV. 7102.00'	17850 SF
PHASE II	ELEV. 7114.00'	17850 SF
PHASE II	ELEV. 7126.00'	11889 SF
PHASE II: 5		83379 SF
PHASE III	ELEV. 7090.00'	619 SF
PHASE III	ELEV. 7102.00'	619 SF
PHASE III	ELEV. 7114.00'	348 SF
PHASE III	ELEV. 7126.00'	20823 SF
PHASE III	ELEV. 7138.00'	20893 SF
PHASE III	ELEV. 7150.00'	22447 SF
PHASE III	ELEV. 7162.00'	22459 SF
PHASE III	ELEV. 7179.25'	14841 SF
PHASE III: 8		103048 SF
Grand total: 26		351123 SF



7 ELEV. 7150.00'
1" = 100'-0"

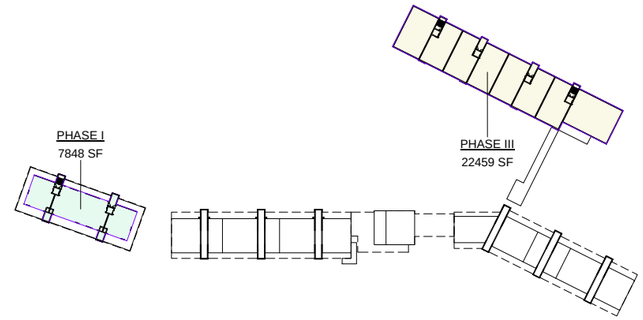


4 ELEV. 7114.00'
1" = 100'-0"

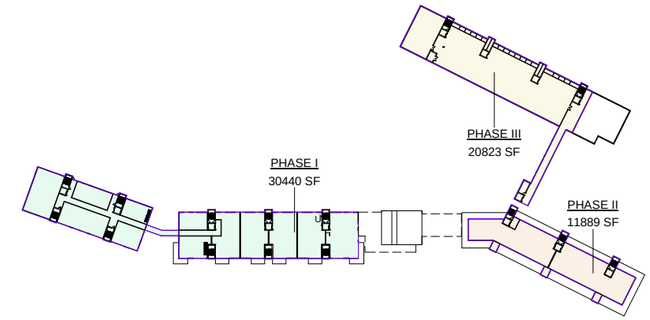


1 ELEV. 7078.25'
1" = 100'-0"

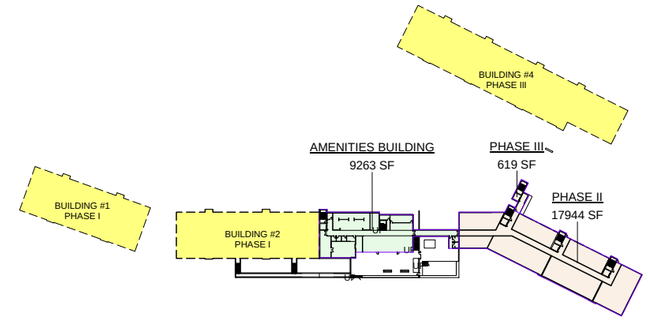




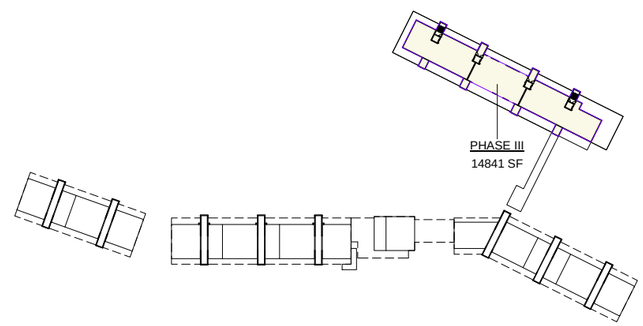
8 ELEV. 7162.00'
1" = 100'-0"



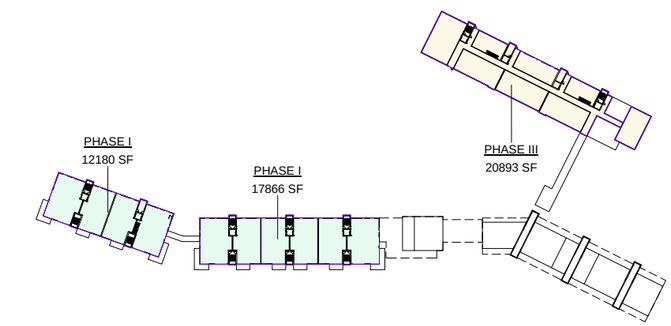
5 ELEV. 7126.00'
1" = 100'-0"



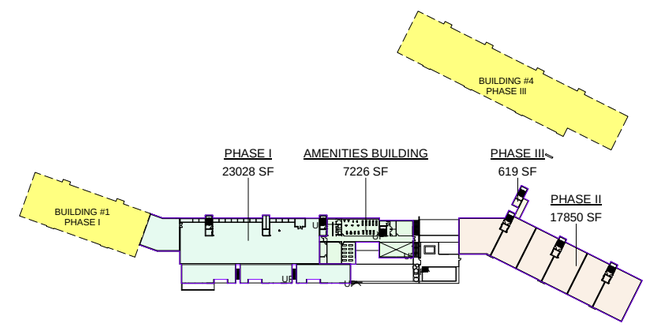
2 ELEV. 7090.00'
1" = 100'-0"



9 ELEV. 7179.25'
1" = 100'-0"



6 ELEV. 7138.00'
1" = 100'-0"



3 ELEV. 7102.00'
1" = 100'-0"

DEER HOLLOW VILLAGE

GROSS BUILDING AREA CALCULATIONS

DRAWING NO. EX - 14 | DATE: 07/08/21 | JOB NO. 21-08

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UNIT NET SQUARE FOOTAGE				
TYPE	ROOM NUMBER	LEVEL	AREA	PHASE
PHASE I				
2BR	1P01	ELEV. 7114.00'	1473 SF	PHASE I
3BR - SM	2P01	ELEV. 7102.00'	1835 SF	PHASE I
3BR - SM	2P02	ELEV. 7102.00'	1764 SF	PHASE I
3BR - SM	2P03	ELEV. 7102.00'	1844 SF	PHASE I
2BR	1101	ELEV. 7126.00'	1169 SF	PHASE I
3BR - LG	1102	ELEV. 7126.00'	2114 SF	PHASE I
4BR	1201	2 STORY UNIT	3611 SF	PHASE I
4BR	1202	2 STORY UNIT	3550 SF	PHASE I
3BR - LG	1203	ELEV. 7138.00'	2302 SF	PHASE I
3BR - LG	1204	ELEV. 7138.00'	2714 SF	PHASE I
PENTHOUSE	1301	2 STORY UNIT	4093 SF	PHASE I
3BR - LG	1302	ELEV. 7150.00'	2302 SF	PHASE I
3BR - LG	1303	ELEV. 7150.00'	2302 SF	PHASE I
PENTHOUSE	1304	2 STORY UNIT	4093 SF	PHASE I
PENTHOUSE	1401	ELEV. 7162.00'	3248 SF	PHASE I
2BR	2101	ELEV. 7114.00'	1169 SF	PHASE I
3BR - SM	2102	ELEV. 7114.00'	2114 SF	PHASE I
3BR - SM	2103	ELEV. 7114.00'	2114 SF	PHASE I
2BR	2104	ELEV. 7114.00'	1453 SF	PHASE I
2BR	2105	ELEV. 7114.00'	1453 SF	PHASE I
3BR - LG	2201	ELEV. 7126.00'	2714 SF	PHASE I
3BR - LG	2202	ELEV. 7126.00'	2302 SF	PHASE I
3BR - LG	2203	ELEV. 7126.00'	2302 SF	PHASE I
3BR - LG	2204	ELEV. 7126.00'	2302 SF	PHASE I
3BR - SM	2205	ELEV. 7126.00'	2046 SF	PHASE I
3BR - LG	2206	2 STORY UNIT	2402 SF	PHASE I
PENTHOUSE	2301	2 STORY UNIT	4093 SF	PHASE I
3BR - LG	2302	ELEV. 7138.00'	2302 SF	PHASE I
3BR - LG	2303	ELEV. 7138.00'	2302 SF	PHASE I
3BR - LG	2304	ELEV. 7138.00'	2302 SF	PHASE I
3BR - LG	2305	ELEV. 7138.00'	2302 SF	PHASE I
PENTHOUSE	2306	2 STORY UNIT	4093 SF	PHASE I
PENTHOUSE	2401	ELEV. 7150.00'	3248 SF	PHASE I
PENTHOUSE	2402	ELEV. 7150.00'	3248 SF	PHASE I
			84675 SF	
PHASE II				
3BR - LG	3101	ELEV. 7090.00'	2474 SF	PHASE II
3BR - LG	3102	ELEV. 7090.00'	2479 SF	PHASE II
3BR - LG	3103	ELEV. 7090.00'	2515 SF	PHASE II
2BR	3105	ELEV. 7090.00'	1453 SF	PHASE II
2BR	3106	ELEV. 7090.00'	1453 SF	PHASE II
3BR - LG	3201	ELEV. 7102.00'	2817 SF	PHASE II
3BR - LG	3202	ELEV. 7102.00'	2420 SF	PHASE II
3BR - LG	3203	ELEV. 7102.00'	2420 SF	PHASE II
3BR - LG	3204	ELEV. 7102.00'	2420 SF	PHASE II
3BR - LG	3205	ELEV. 7102.00'	2420 SF	PHASE II
4BR	3206	ELEV. 7102.00'	2831 SF	PHASE II
4BR	3301	ELEV. 7114.00'	2817 SF	PHASE II
3BR - LG	3302	ELEV. 7114.00'	2420 SF	PHASE II
3BR - LG	3303	ELEV. 7114.00'	2420 SF	PHASE II
3BR - LG	3304	ELEV. 7114.00'	2420 SF	PHASE II
3BR - LG	3305	ELEV. 7114.00'	2420 SF	PHASE II
4BR	3306	ELEV. 7114.00'	2831 SF	PHASE II
PENTHOUSE	3401	ELEV. 7126.00'	4886 SF	PHASE II
PENTHOUSE	3402	ELEV. 7126.00'	4683 SF	PHASE II
			50597 SF	
PHASE III				
2BR	4101	ELEV. 7143.25'	1567 SF	PHASE III
3BR - SM	4102	ELEV. 7143.25'	1997 SF	PHASE III
3BR - SM	4103	ELEV. 7143.25'	2114 SF	PHASE III
3BR - SM	4104	ELEV. 7143.25'	1997 SF	PHASE III
3BR - LG	4105	ELEV. 7143.25'	2611 SF	PHASE III
2BR	4106	ELEV. 7143.25'	1453 SF	PHASE III
4BR	4201	ELEV. 7155.25'	3651 SF	PHASE III
4BR	4202	2 STORY UNIT	3145 SF	PHASE III
3BR - SM	4203	ELEV. 7155.25'	2097 SF	PHASE III
2BR	4204	ELEV. 7155.25'	2214 SF	PHASE III
3BR - SM	4205	ELEV. 7155.25'	2214 SF	PHASE III
4BR	4206	2 STORY UNIT	3145 SF	PHASE III
3BR - SM	4207	ELEV. 7155.25'	2097 SF	PHASE III
3BR - LG	4208	ELEV. 7155.25'	2611 SF	PHASE III
4BR	4301	ELEV. 7167.25'	3651 SF	PHASE III
3BR - SM	4302	ELEV. 7167.25'	2097 SF	PHASE III
3BR - SM	4303	ELEV. 7167.25'	2097 SF	PHASE III
3BR - SM	4304	ELEV. 7167.25'	2214 SF	PHASE III
3BR - SM	4305	ELEV. 7167.25'	2214 SF	PHASE III
3BR - SM	4306	ELEV. 7167.25'	2097 SF	PHASE III
3BR - SM	4307	ELEV. 7167.25'	2097 SF	PHASE III
3BR - LG	4308	ELEV. 7167.25'	2611 SF	PHASE III
PENTHOUSE	4401	ELEV. 7179.25'	4441 SF	PHASE III
PENTHOUSE	4402	ELEV. 7179.25'	3314 SF	PHASE III
PENTHOUSE	4403	ELEV. 7179.25'	4184 SF	PHASE III
			63928 SF	
GRAND TOTAL			199200 SF	

PHASE I UNIT TYPES		
TYPE	ROOM NUMBER	PHASE
PHASE I		
2BR		
2BR	2105	PHASE I
2BR	2104	PHASE I
2BR	2101	PHASE I
2BR	1101	PHASE I
2BR	1P01	PHASE I
2BR: 5		
3BR - LG		
3BR - LG	2304	PHASE I
3BR - LG	2305	PHASE I
3BR - LG	2303	PHASE I
3BR - LG	2302	PHASE I
3BR - LG	2204	PHASE I
3BR - LG	2203	PHASE I
3BR - LG	2202	PHASE I
3BR - LG	2201	PHASE I
3BR - LG	2206	PHASE I
3BR - LG	1303	PHASE I
3BR - LG	1302	PHASE I
3BR - LG	1203	PHASE I
3BR - LG	1204	PHASE I
3BR - LG	1102	PHASE I
3BR - LG: 14		
3BR - SM		
3BR - SM	2205	PHASE I
3BR - SM	2102	PHASE I
3BR - SM	2103	PHASE I
3BR - SM	2P01	PHASE I
3BR - SM	2P02	PHASE I
3BR - SM	2P03	PHASE I
3BR - SM: 6		
4BR		
4BR	1202	PHASE I
4BR	1201	PHASE I
4BR: 2		
PENTHOUSE		
PENTHOUSE	2402	PHASE I
PENTHOUSE	2401	PHASE I
PENTHOUSE	2306	PHASE I
PENTHOUSE	2301	PHASE I
PENTHOUSE	1401	PHASE I
PENTHOUSE	1301	PHASE I
PENTHOUSE	1304	PHASE I
PENTHOUSE: 7		
PHASE I: 34		

PHASE I UNIT TYPES SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
2BR	5	14.7%
3BR - LG	14	41.2%
3BR - SM	6	17.6%
4BR	2	5.9%
PENTHOUSE	7	20.6%

OVERALL PROJECT UNIT TYPES SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
2BR	10	12.8%
3BR - LG	29	37.2%
3BR - SM	18	23.1%
4BR	9	11.5%
PENTHOUSE	12	15.4%

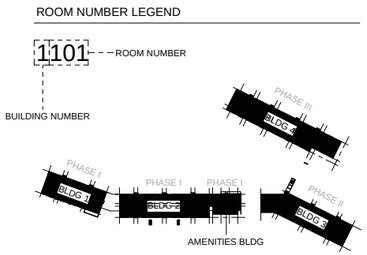
PHASE II UNIT TYPES		
TYPE	ROOM NUMBER	PHASE
PHASE II		
2BR		
2BR	3106	PHASE II
2BR	3105	PHASE II
2BR: 2		
3BR - LG		
3BR - LG	3201	PHASE II
3BR - LG	3203	PHASE II
3BR - LG	3205	PHASE II
3BR - LG	3302	PHASE II
3BR - LG	3303	PHASE II
3BR - LG	3304	PHASE II
3BR - LG	3305	PHASE II
3BR - LG	3101	PHASE II
3BR - LG	3102	PHASE II
3BR - LG	3103	PHASE II
3BR - LG	3204	PHASE II
3BR - LG	3202	PHASE II
3BR - LG: 12		
4BR		
4BR	3301	PHASE II
4BR	3206	PHASE II
4BR	3306	PHASE II
4BR: 3		
PENTHOUSE		
PENTHOUSE	3402	PHASE II
PENTHOUSE	3401	PHASE II
PENTHOUSE: 2		
PHASE II: 19		

PHASE II UNIT TYPES SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
2BR	2	10.5%
3BR - LG	12	63.2%
4BR	3	15.8%
PENTHOUSE	2	10.5%

PHASE III UNIT TYPES		
TYPE	ROOM NUMBER	PHASE
PHASE III		
2BR		
2BR	4204	PHASE III
2BR	4101	PHASE III
2BR	4106	PHASE III
2BR: 3		
3BR - LG		
3BR - LG	4308	PHASE III
3BR - LG	4208	PHASE III
3BR - LG	4105	PHASE III
3BR - LG: 3		
3BR - SM		
3BR - SM	4304	PHASE III
3BR - SM	4305	PHASE III
3BR - SM	4303	PHASE III
3BR - SM	4302	PHASE III
3BR - SM	4306	PHASE III
3BR - SM	4307	PHASE III
3BR - SM	4207	PHASE III
3BR - SM	4205	PHASE III
3BR - SM	4203	PHASE III
3BR - SM	4102	PHASE III
3BR - SM	4103	PHASE III
3BR - SM	4104	PHASE III
3BR - SM: 12		
4BR		
4BR	4301	PHASE III
4BR	4201	PHASE III
4BR	4202	PHASE III
4BR	4206	PHASE III
4BR: 4		
PENTHOUSE		
PENTHOUSE	4402	PHASE III
PENTHOUSE	4403	PHASE III
PENTHOUSE	4401	PHASE III
PENTHOUSE: 3		
PHASE III: 25		

PHASE III UNIT TYPES SUMMARY		
TYPE	UNIT TOTALS	PERCENTAGE
2BR	3	12.0%
3BR - LG	3	12.0%
3BR - SM	12	48.0%
4BR	4	16.0%
PENTHOUSE	3	12.0%

ROOM NUMBER LEGEND



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DEER HOLLOW VILLAGE

HOUSING UNIT SCHEDULE AND SQUARE FOOTAGE SUMMARY

DRAWING NO. EX - 15 | DATE: 07/08/21 | JOB NO. 21-08

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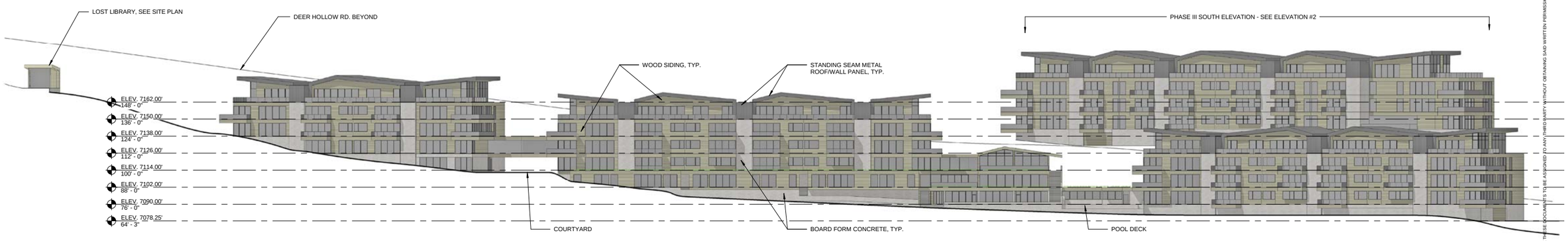
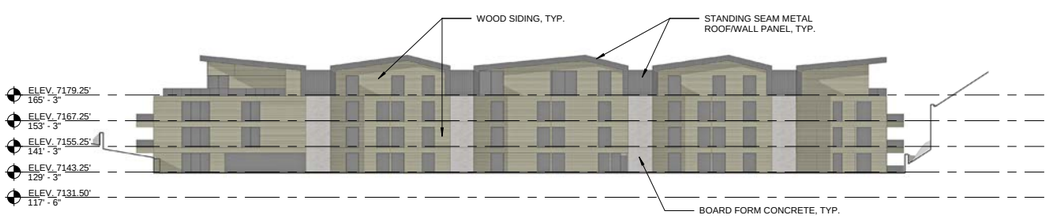
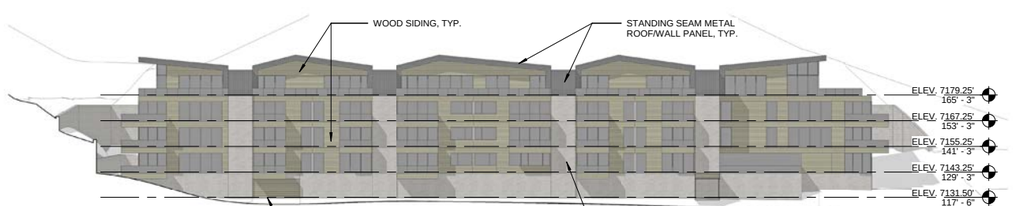


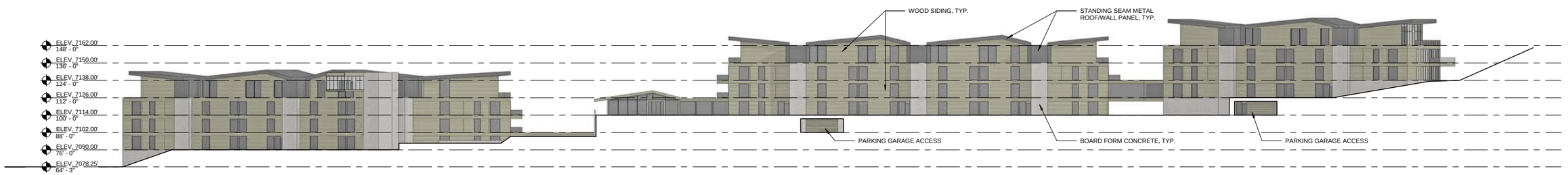
1 SOUTH ELEVATION
1/32" = 1'-0"





3 NORTH ELEVATION - PHASE III
1/32" = 1'-0"

2 SOUTH ELEVATION - PHASE III
1/32" = 1'-0"



4 NORTH ELEVATION - PHASE I & II
1/32" = 1'-0"

DEER HOLLOW VILLAGE

EXTERIOR ELEVATIONS

DRAWING NO. EX - 16
DATE: 07/08/21
JOB NO. 21-08

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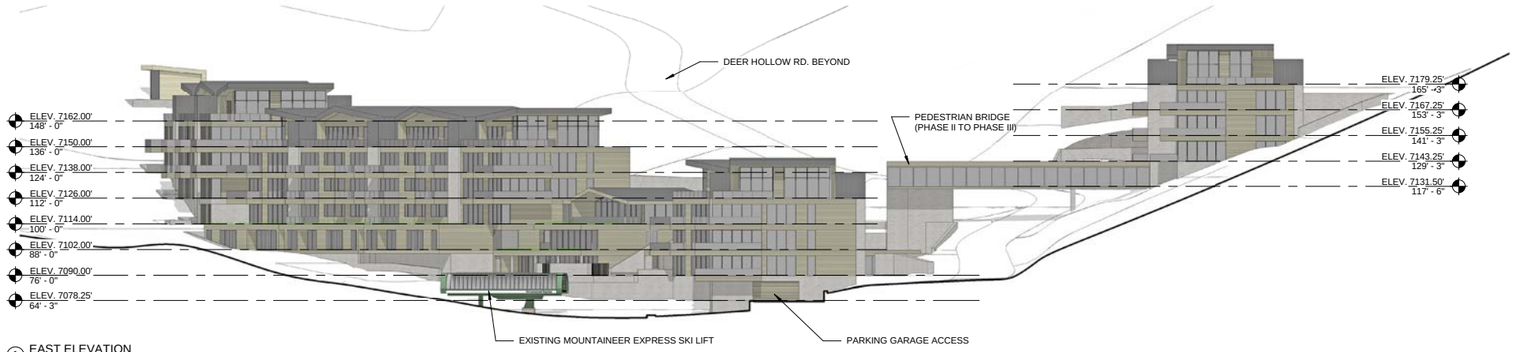
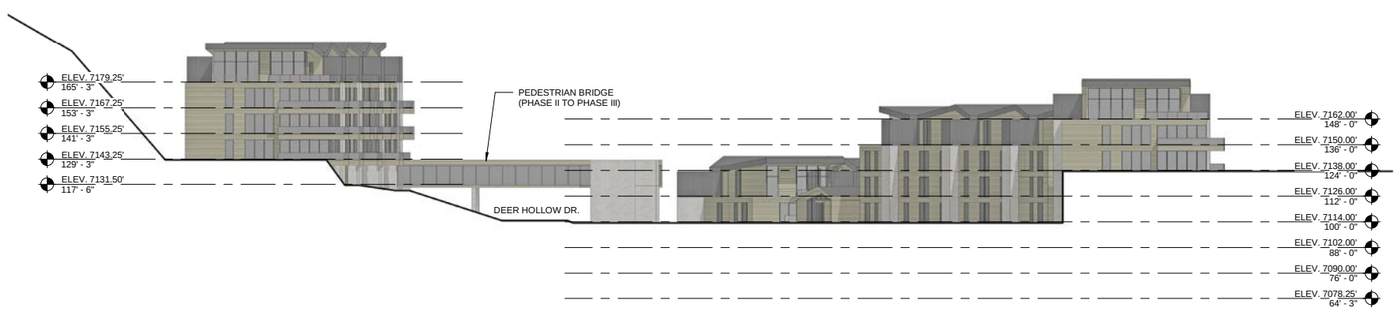


1 EAST ELEVATION
1/32" = 1'-0"



2 WEST ELEVATION
1/32" = 1'-0"

DEER HOLLOW VILLAGE

EXTERIOR ELEVATIONS

DRAWING NO. EX - 17
DATE: 07/08/21
JOB NO. 21-08

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DEER HOLLOW VILLAGE

PROJECT RENDERING - VIEW 1

DRAWING NO. EX - 18 | DATE: 07/08/21 | JOB NO. 21-08

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DEER HOLLOW VILLAGE

PROJECT RENDERING - VIEW 2

DRAWING NO. EX - 19

DATE: 07/08/21

JOB NO. 21-08

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DEER HOLLOW VILLAGE

PROJECT RENDERING - VIEW 3

DRAWING NO. EX - 20

DATE: 07/08/21

JOB NO. 21-08

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DEER HOLLOW VILLAGE

PROJECT RENDERING - VIEW 4

DRAWING NO. EX - 21

DATE: 07/08/21

JOB NO. 21-08

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VICINITY MAP



DEER HOLLOW VILLAGE
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

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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.

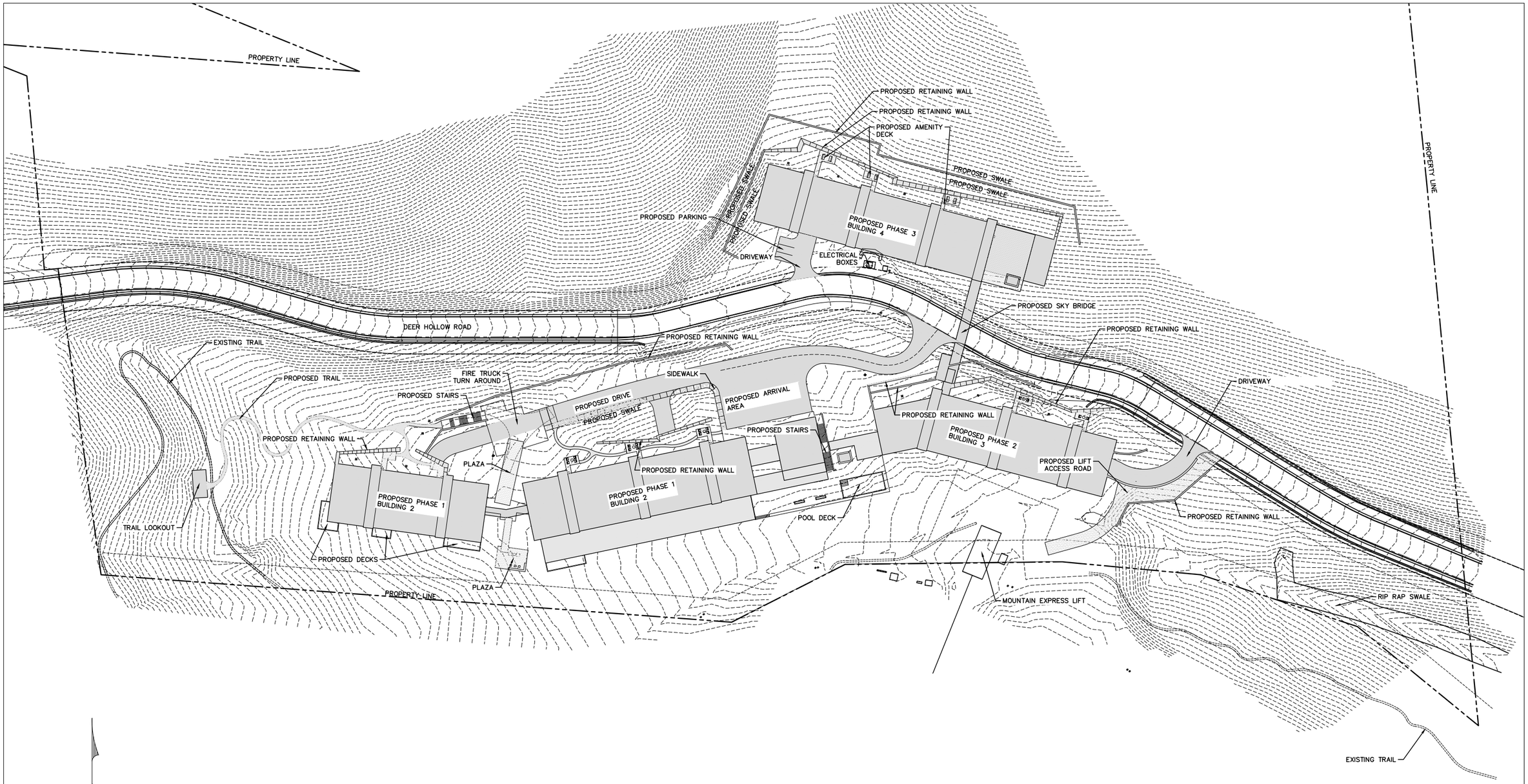
G-5 Prior to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines 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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STAFF:
MICHAEL DEMKOWICZ
MITCHELL WAGNER

DATE: 7/09/21

DEER HOLLOW VILLAGE
DEER HOLLOW OVERALL SITEPLAN

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
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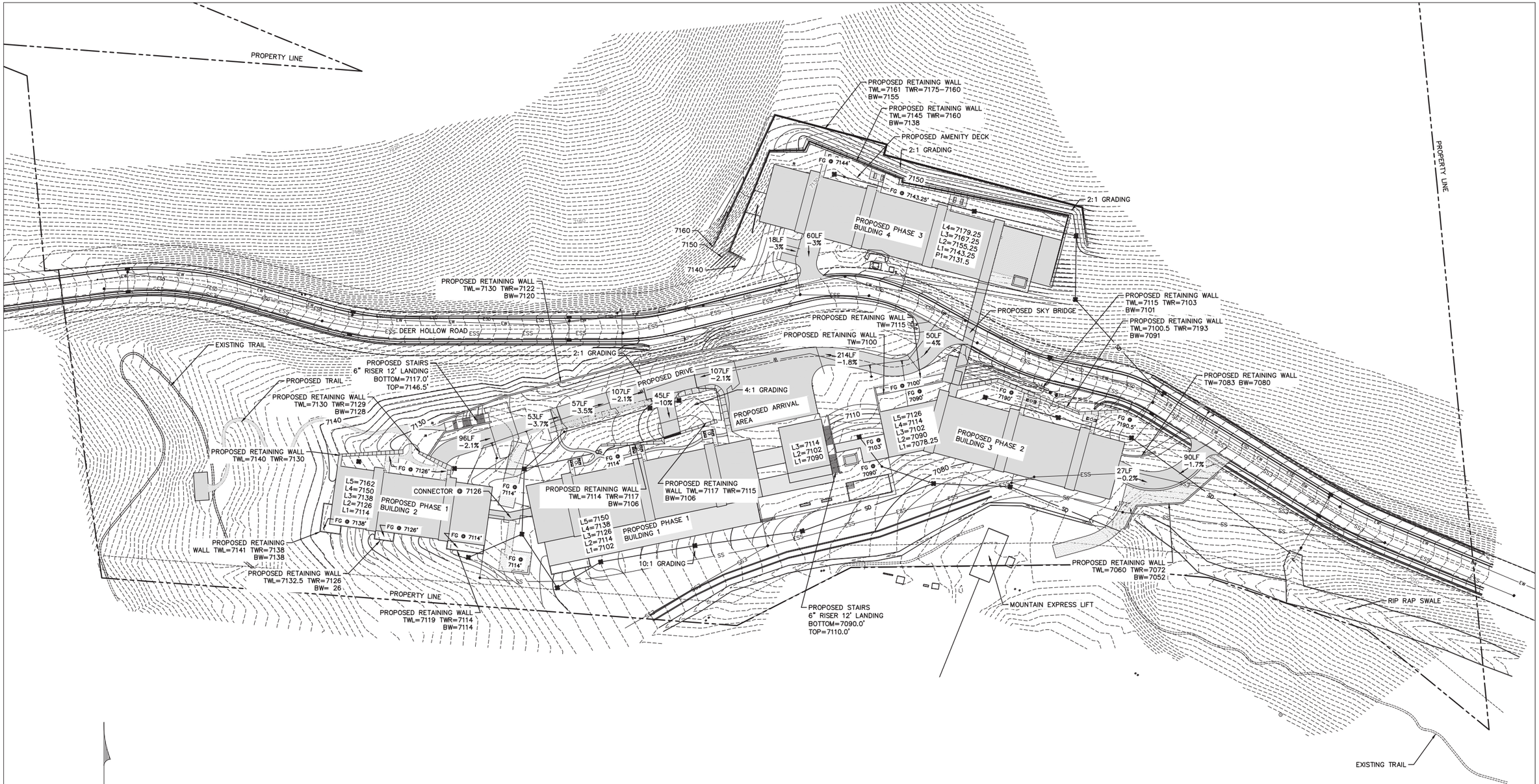
SHEET 1 OF 5



NOTE; TWL= TOP WALL LEFT
TWR= TOP WALL RIGHT

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
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
MITCHELL WAGNER

DATE: 7/09/2021

DEER HOLLOW VILLAGE
DEER HOLLOW GRADING PLAN

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
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SHEET 2 OF 5

PROPERTY LINE

PROPERTY LINE

PROPERTY LINE

MOUNTAIN EXPRESS LIFT

50' 0 50' 100'

Slopes Table		
Minimum Slope	Maximum Slope	Color
0%	15%	
15.00%	30.00%	
30.00%	40.00%	
40.00%	100.00%	

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STAFF:
MICHAEL DEMKOWICZ
MITCHELL WAGNER

DATE: 7/09/21

DEER HOLLOW VILLAGE
DEER HOLLOW SLOPE MAP

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
FILE: X:\DeerCrest\dwg\Deer Hollow\140618-Deer Hollow Civil.dwg

SHEET 3 OF 5

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"

DEER HOLLOW ROAD

INSTALL 618.26 LF 8" PVC C900 WATERLINE & MAINTAIN 7FT MIN BURY

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%

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

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

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

56.00' of 6" @ 10.24% PVC

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"

131.35' of 8" @ 6.85% PVC

CORE INTO EXISTING SSM

RIP RAP SWALE

EXISTING TRAIL

301.46' of 8" @ 4.31% 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'

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STAFF:
MICHAEL DEMKOWICZ
MITCHELL WAGNER

DATE: 7/09/2021

DEER HOLLOW VILLAGE
DEER HOLLOW UTILTIES PLAN

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
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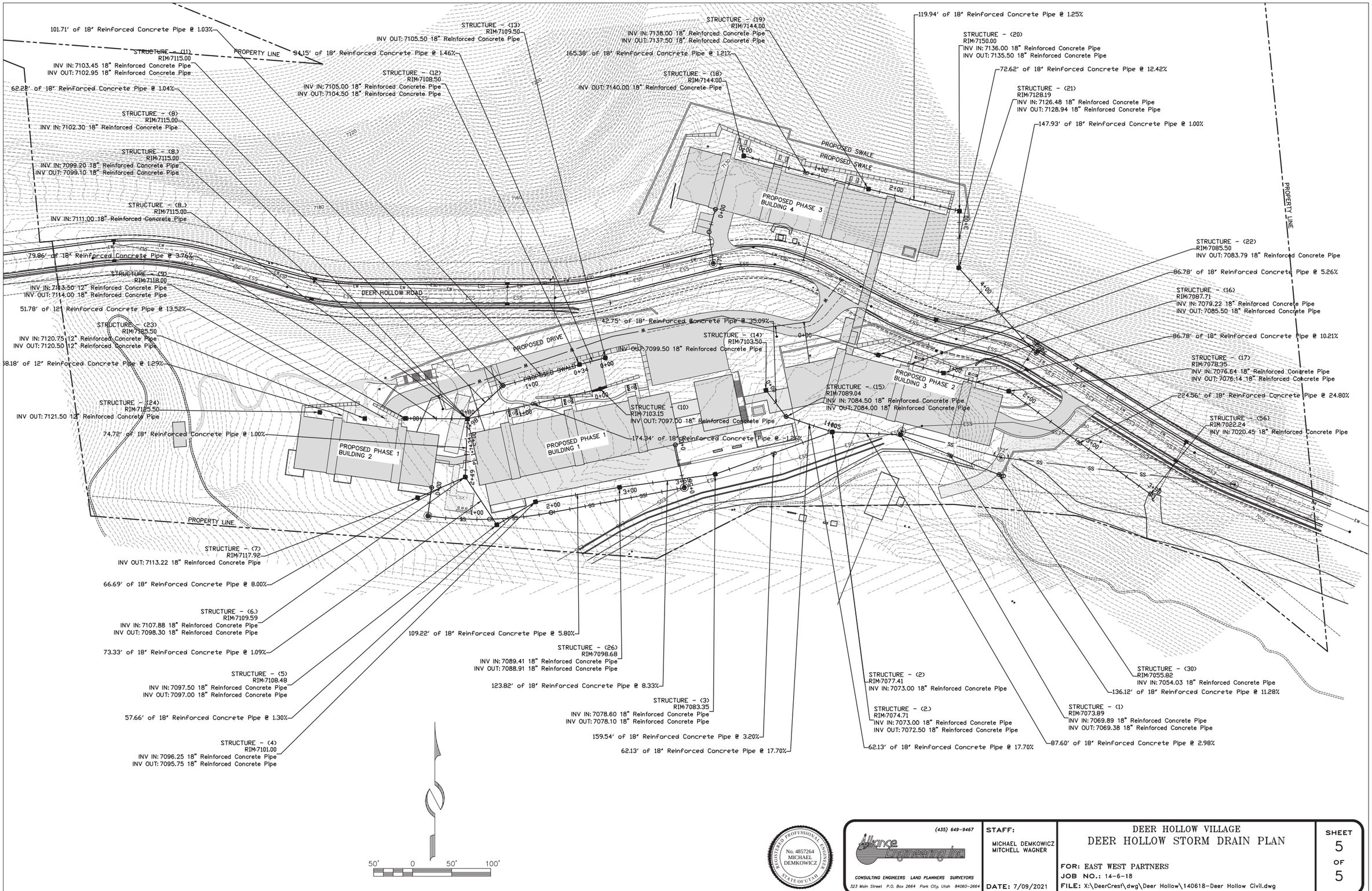
SHEET 4 OF 5



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MITCHELL WAGNER

DATE: 7/09/2021

DEER HOLLOW VILLAGE
DEER HOLLOW STORM DRAIN PLAN

FOR: EAST WEST PARTNERS
JOB NO.: 14-6-18
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SHEET 5 OF 5

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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.

T000019369

(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.

T0000019374

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.

T000019375

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.

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.

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

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.

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.

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.

(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

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

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

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

T0000019416

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

T0000019417

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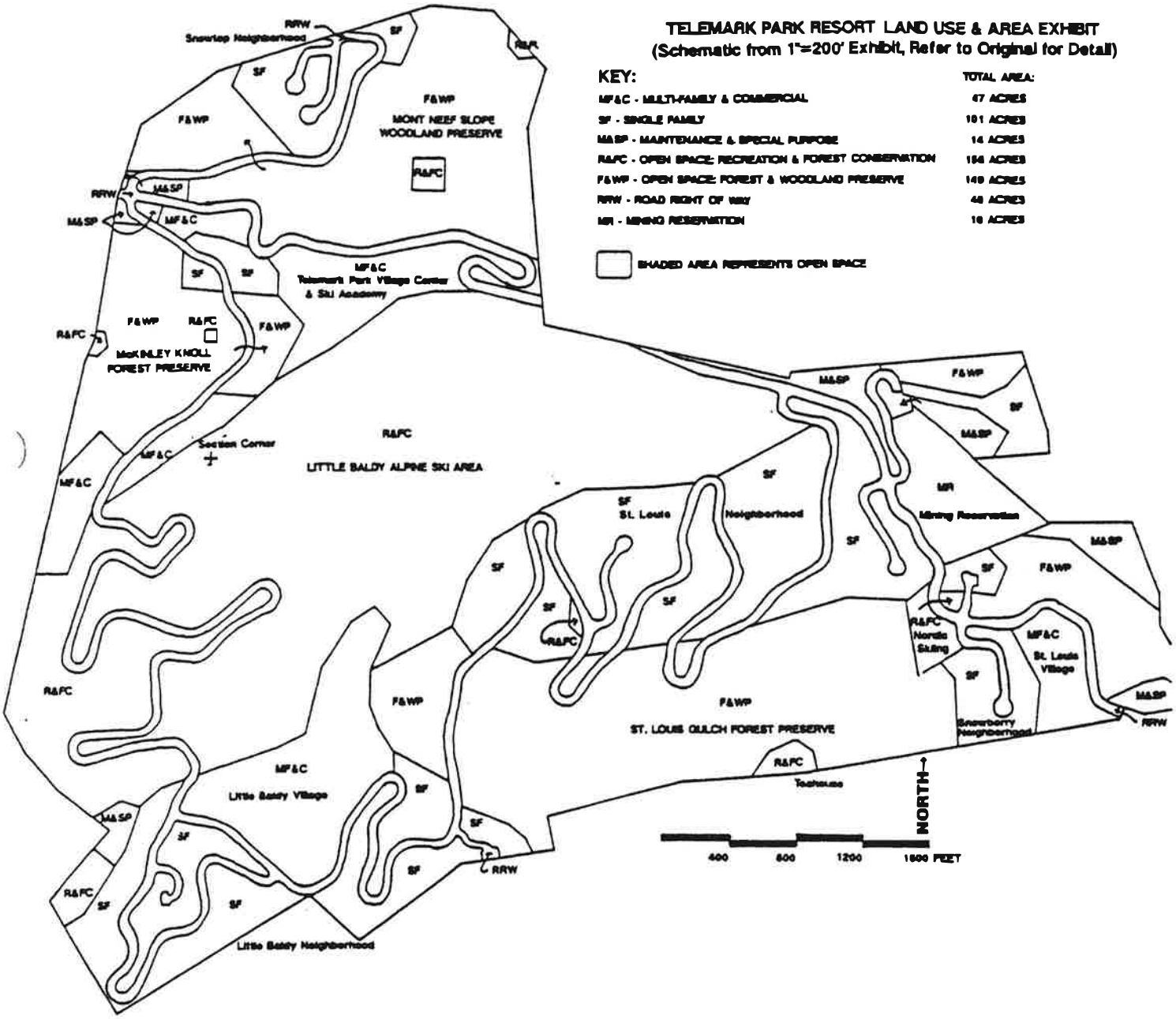
EXHIBIT C	DESIGN GUIDELINES

T000019425

EXHIBIT A

LAND USE AND AREA EXHIBIT



T000019426

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

Authorized Signature

SECURITY UNION TITLE INSURANCE COMPANY

By: Richard L. Polla
President

SECURITY UNION TITLE INSURANCE COMPANY CORPORATE SEAL

T000019428

By: Richard M. Kevin
Secretary

ALTA COMMITMENT—1966

Recorder Form No. 11125

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.

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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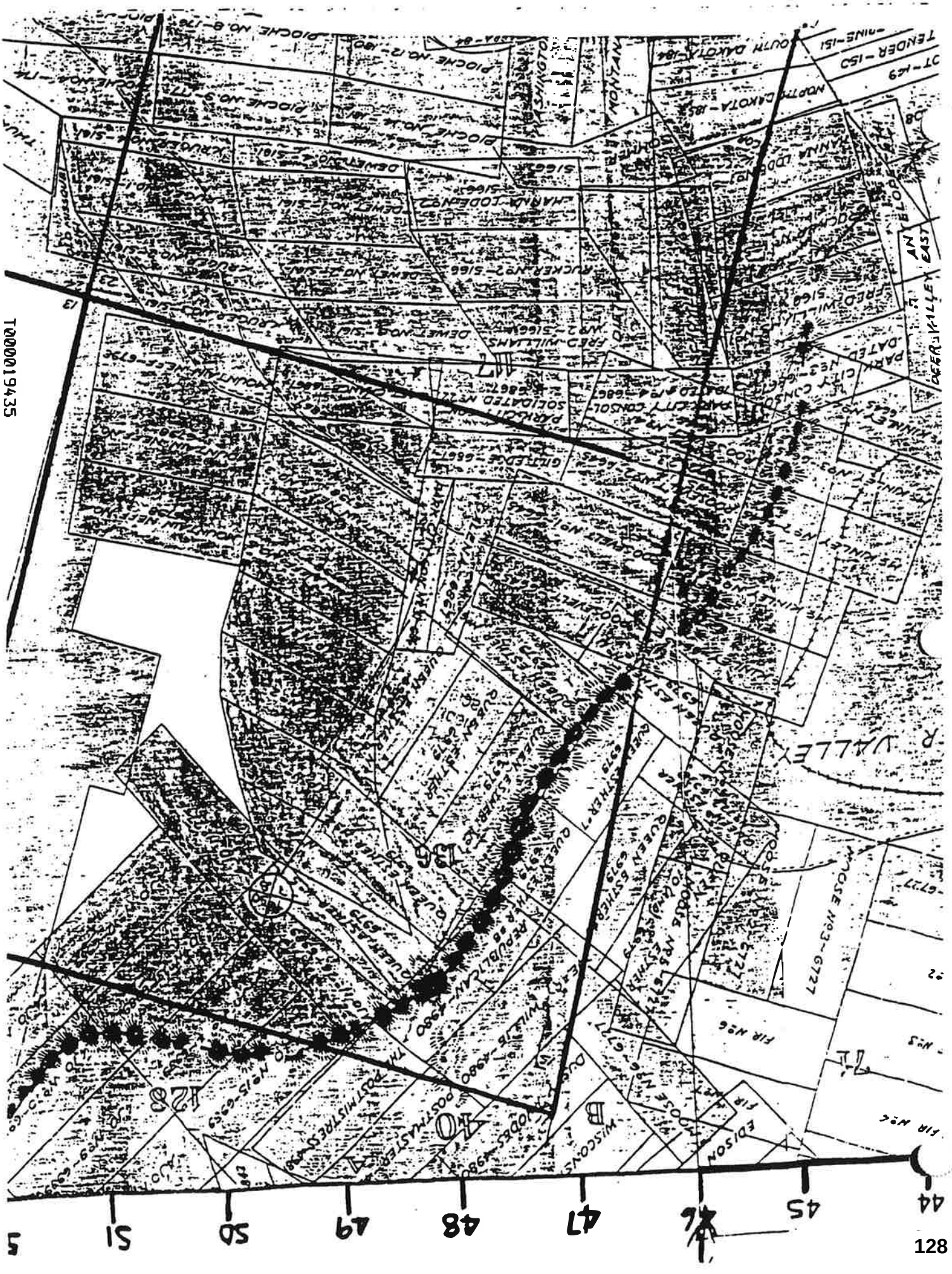
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BEAVER VALLEY
ANTELOPE EAST
FIR No6
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FIR No4
EDISON
WISCONSIN
POSTMASTER
QUEEN ESTHER
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When Recorded Return to:
Park City Consolidated Mines Company
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 COALITION TITLE BOOK 224 PAGE 166-169
[illegible] AUTHUSER BY USA SESSIONS

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

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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

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. Manship SLC, UT

Notary Public, Residing at:

My Commission expires:

MICHAEL A. MANSHIP
Notary Public
STATE OF UTAH
My Comm. Expires
1750 Limestone Dr.

BSTS 90032916

ENTRY NO 154210 DATE 11-29-90 TIME 1303 FEE 9.00

PAGE

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34 BK 2645 PG 212
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STATE OF UTAH)
:SS
COUNTY OF SUMMIT)

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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. Brink, 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
[illegible]
STATE OF UTAH

NOTARY PUBLIC
REBECCA D. LE VANGER
Northland Exempt Box 340
Park City, UT 84060
My Commission Expires
July 7, 1992
STATE OF UTAH

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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 H. 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

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

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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

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

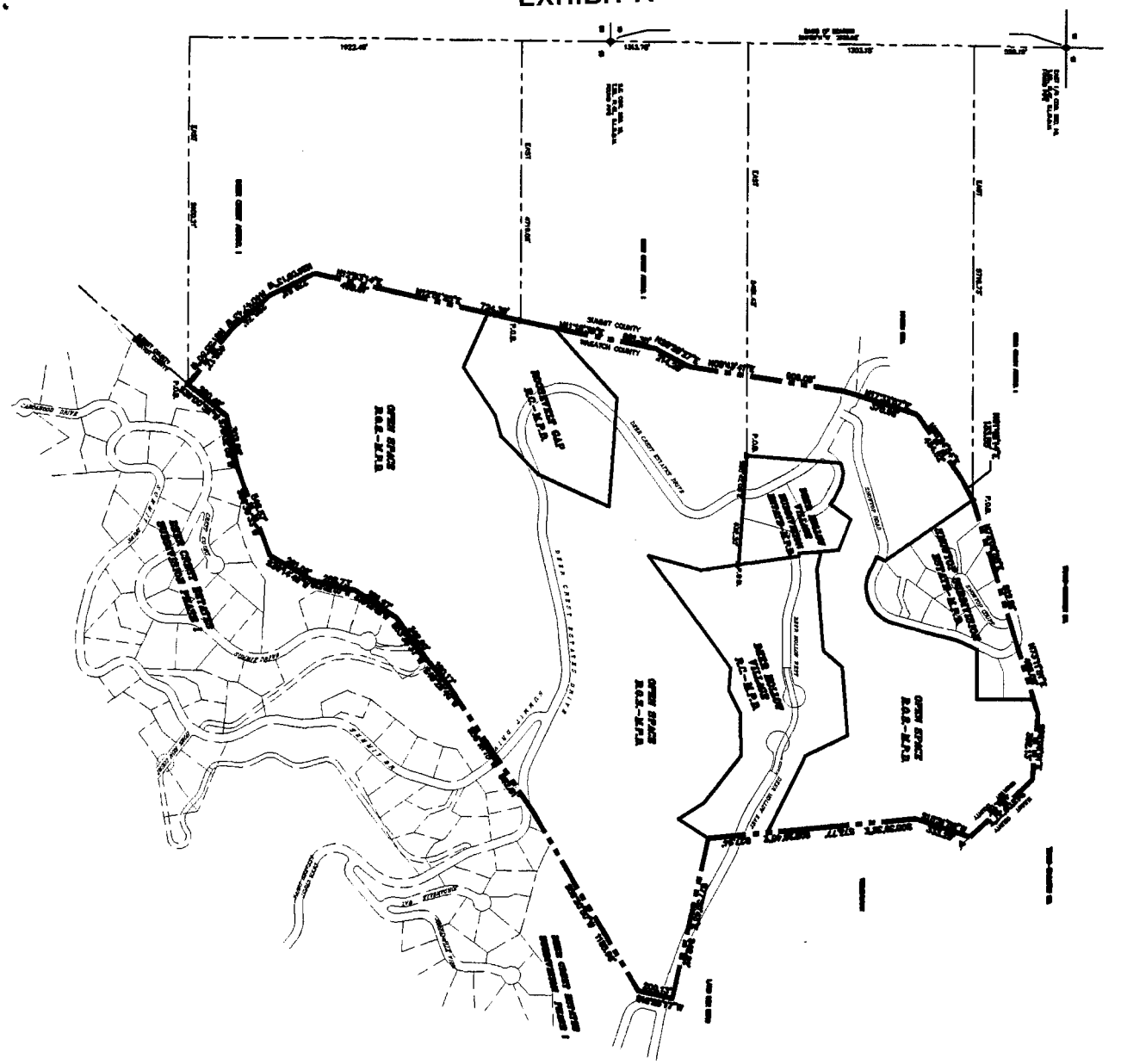
ATTEST:

Janet M. Scott, City Recorder

APPROVED AS TO FORM:

Jodi F. Hoffman

EXHIBIT A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DEER CREST VILLAGE
R.C.-M.P.D.
DEER CREST ESTATES PHASE I
DEER CREST ESTATES PHASE II
SUMMIT COUNTY
WASATCH COUNTY
SILVER CREEK ESTATES PHASE I
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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

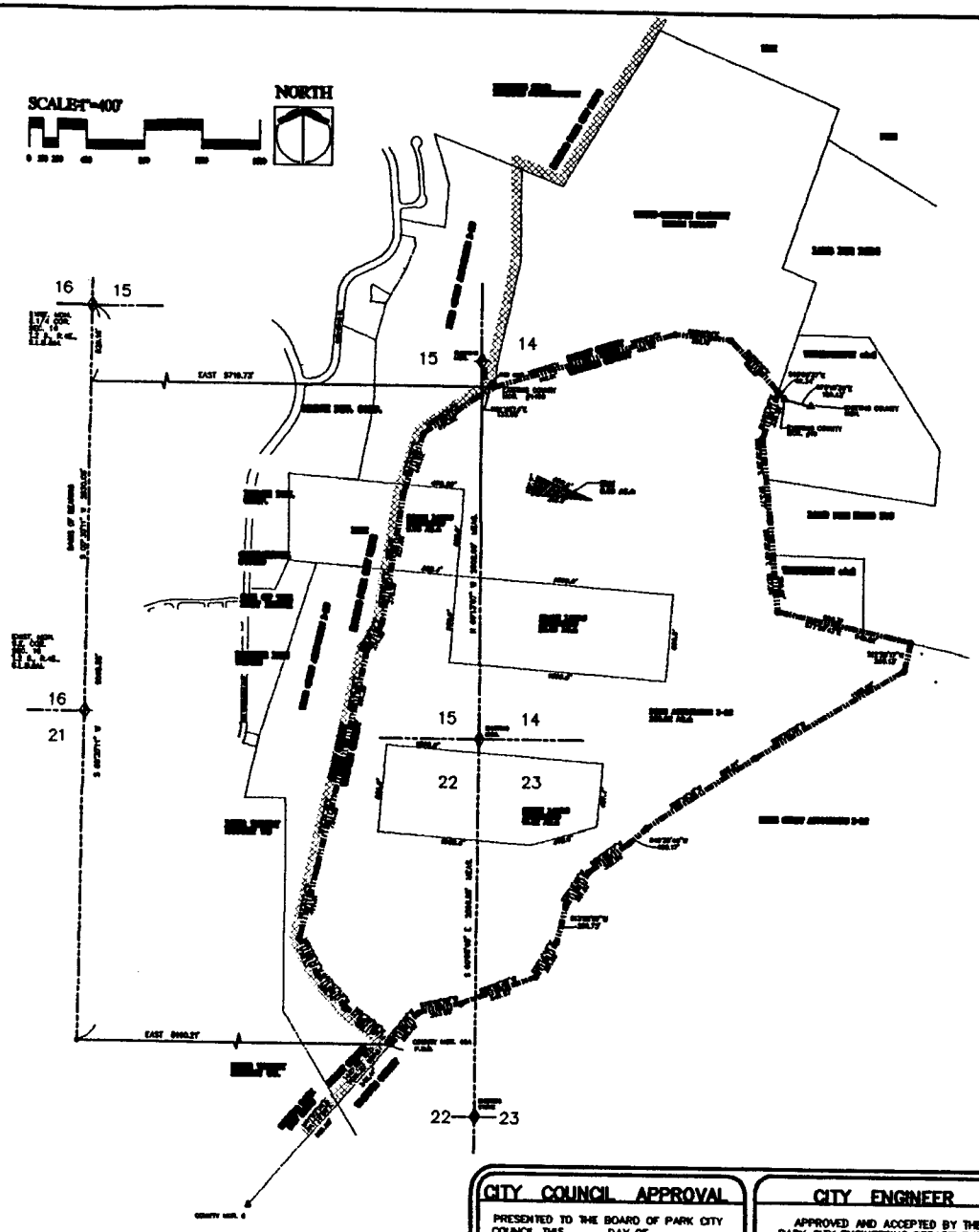
ATTEST:

Jan Scott, City Recorder

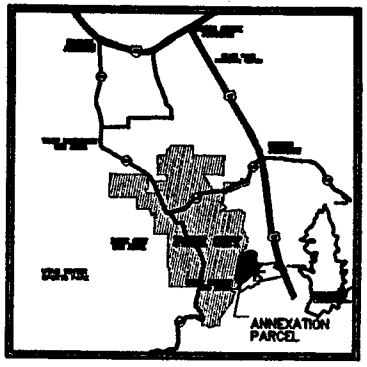
PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

APPROVED AS TO FORM:

Jodi Fatland Hoffman, City Attorney



VICINITY MAP



LEGAL DESCRIPTION

Beginning at a point on the Seventh Warrant Boundary line which is South 49°28'15" West 6599.66 feet along said Boundary line from the East Quarter Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 49°28'15" West 1320.00 feet along said Boundary line; thence North 40°31'45" West 660.00 feet; thence North 49°28'15" East 1320.00 feet; thence South 40°31'45" East 660.00 feet to the point of beginning.

Also beginning at a point on the Seventh Warrant Boundary line which is South 49°28'15" West 5279.66 feet along said Boundary line from the East Quarter Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 49°28'15" West 1320.00 feet along said Boundary line; thence North 40°31'45" West 660.00 feet; thence North 49°28'15" East 1320.00 feet; thence South 40°31'45" East 660.00 feet to the point of beginning.

Also beginning at a point on the Seventh Warrant Boundary line which is South 49°28'15" West 3959.66 feet along said Boundary line from the East Quarter Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 49°28'15" West 1320.00 feet along said Boundary line; thence North 40°31'45" West 660.00 feet; thence North 49°28'15" East 1320.00 feet; thence South 40°31'45" East 660.00 feet to the point of beginning.

Also beginning at a point on the Seventh Warrant Boundary line which is South 49°28'15" West 2639.66 feet along said Boundary line from the East Quarter Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 49°28'15" West 1320.00 feet along said Boundary line; thence North 40°31'45" West 660.00 feet; thence North 49°28'15" East 1320.00 feet; thence South 40°31'45" East 660.00 feet to the point of beginning.

Also beginning at a point on the Seventh Warrant Boundary line which is South 49°28'15" West 1319

EXHIBIT "F" SLALOM VILLAGE AREA

Multi-Family Exhibit

SLALOM VILLAGE OPEN SPACE DEDICATION

Slalom Village Development Envelope

SLALOM VILLAGE

83 Multi-Family Units
4 Single Family Lots
Support Commercial/Ski Academy

KEETLEY ROAD

Slalom Village Single Family Lots

COURT

SLALOM

COURT

Cottages

Ski Academy

Crash Gate

Entry

EMERGENCY/UTILITY LANE ONLY

Entry

PROPERTY LINE

Crash Gate

KEETLEY ROAD

Development Envelope

SKI RUN

SKI RUN

SKI RUN

SKI RUN

SKI RUN

Development Envelope

SLALOM CHAIRLIFT

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

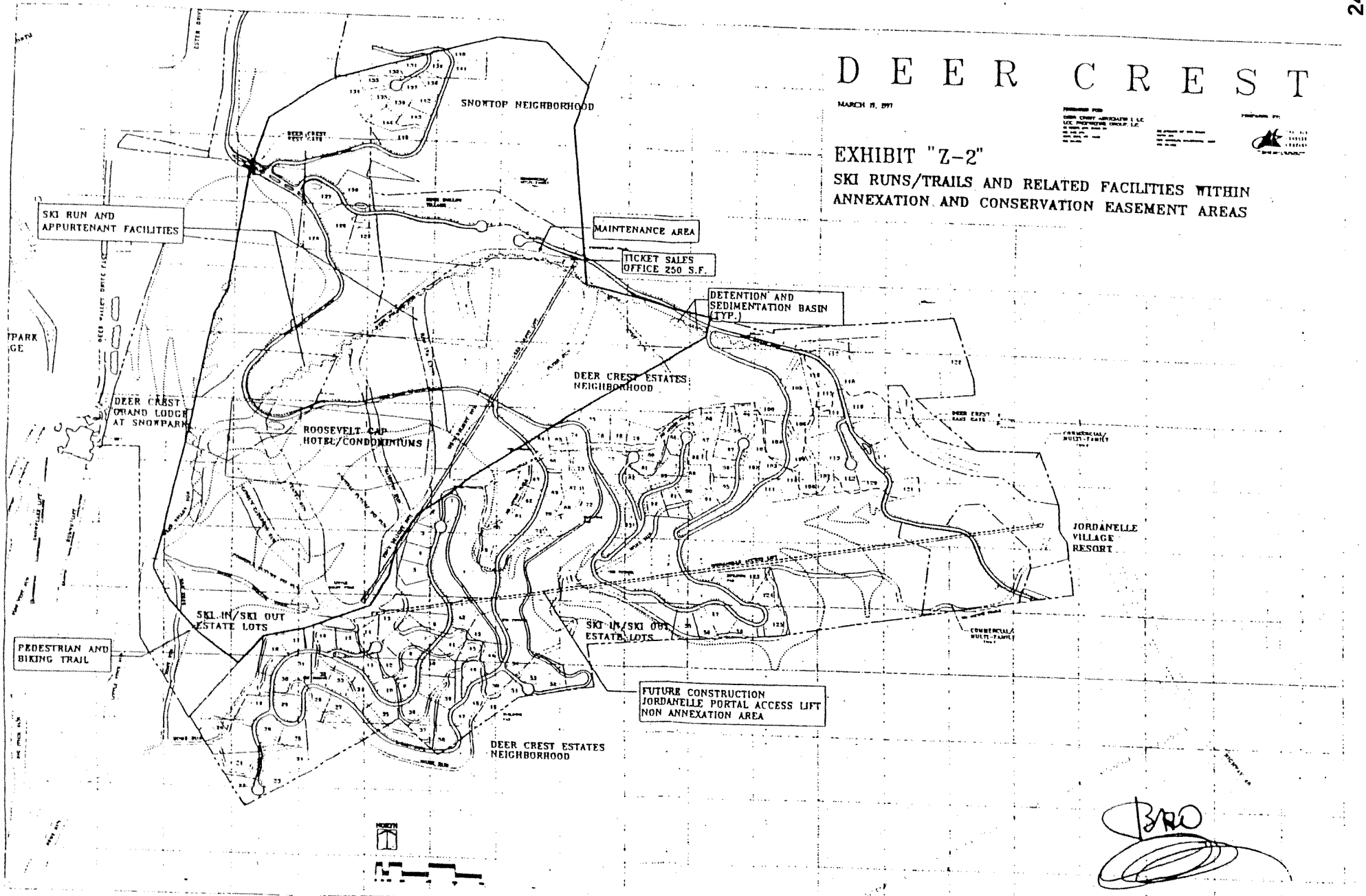
Notary Public

DEER CREST

MARCH 19, 1997

EXHIBIT "Z-2"

SKI RUNS/TRAILS AND RELATED FACILITIES WITHIN ANNEXATION AND CONSERVATION EASEMENT AREAS

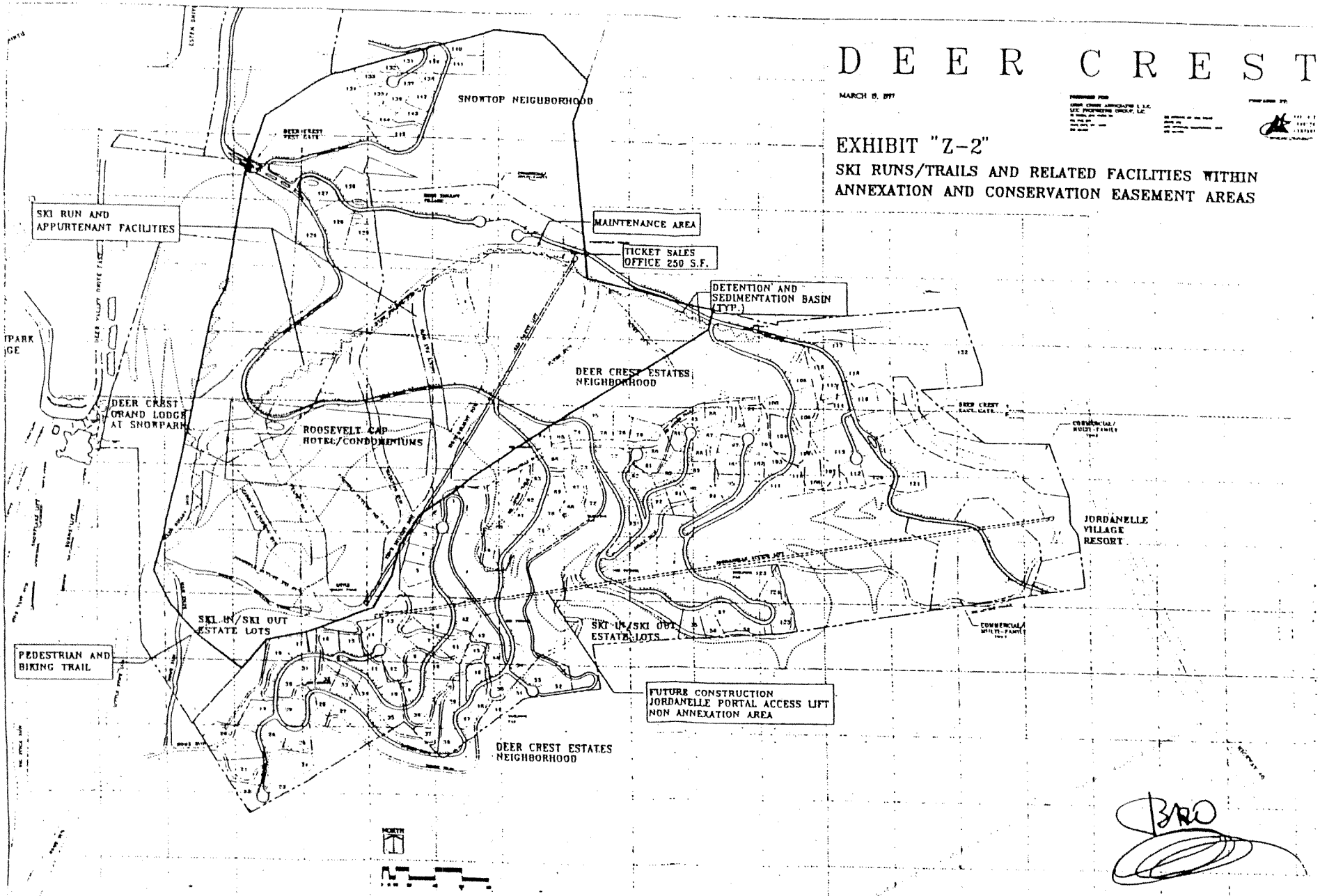


DEER CREST

MARCH 8, 1999

EXHIBIT "Z-2"

SKI RUNS/TRAILS AND RELATED FACILITIES WITHIN ANNEXATION AND CONSERVATION EASEMENT AREAS

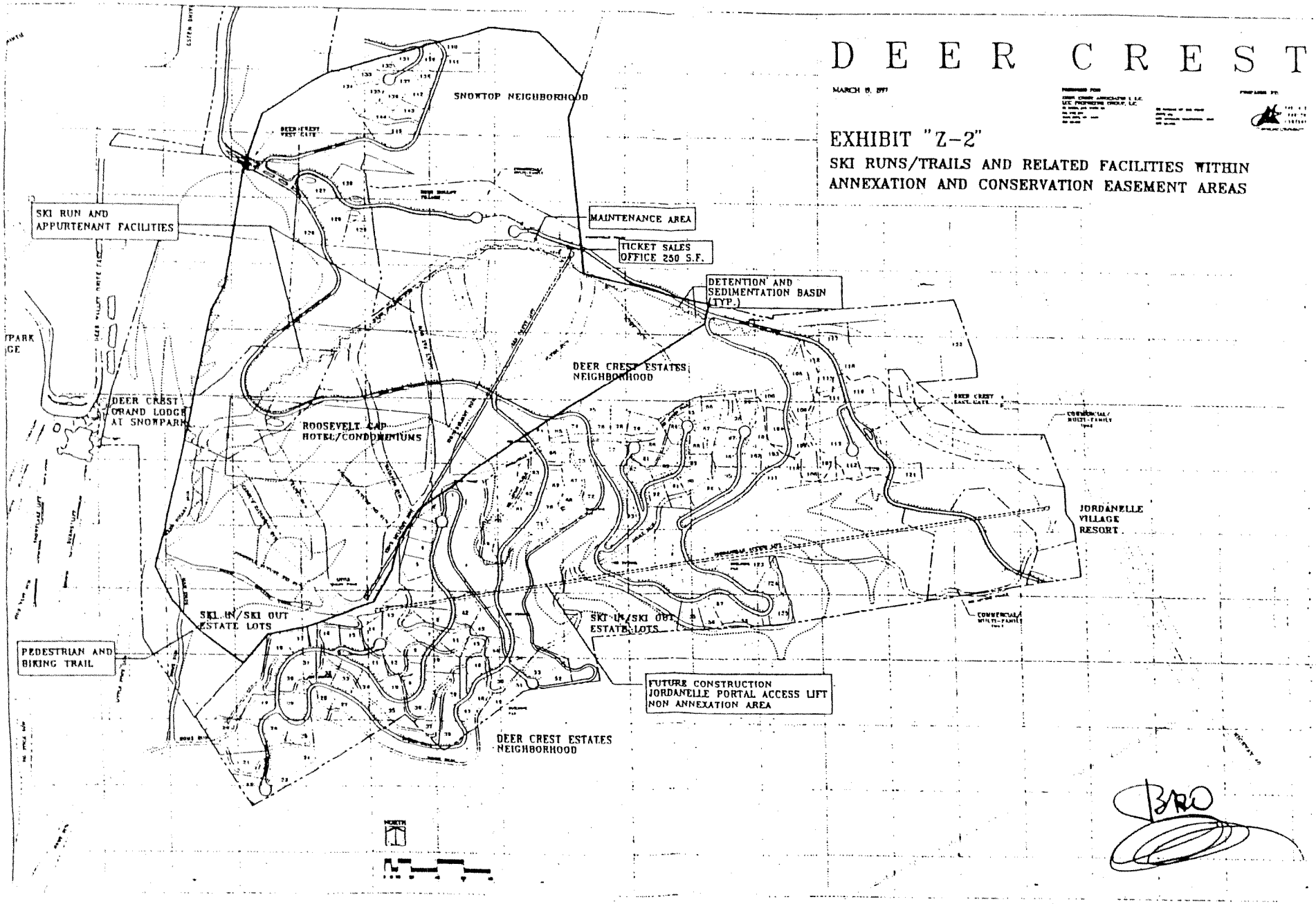


DEER CREST

MARCH 8, 1999

EXHIBIT "Z-2"

SKI RUNS/TRAILS AND RELATED FACILITIES WITHIN ANNEXATION AND CONSERVATION EASEMENT AREAS

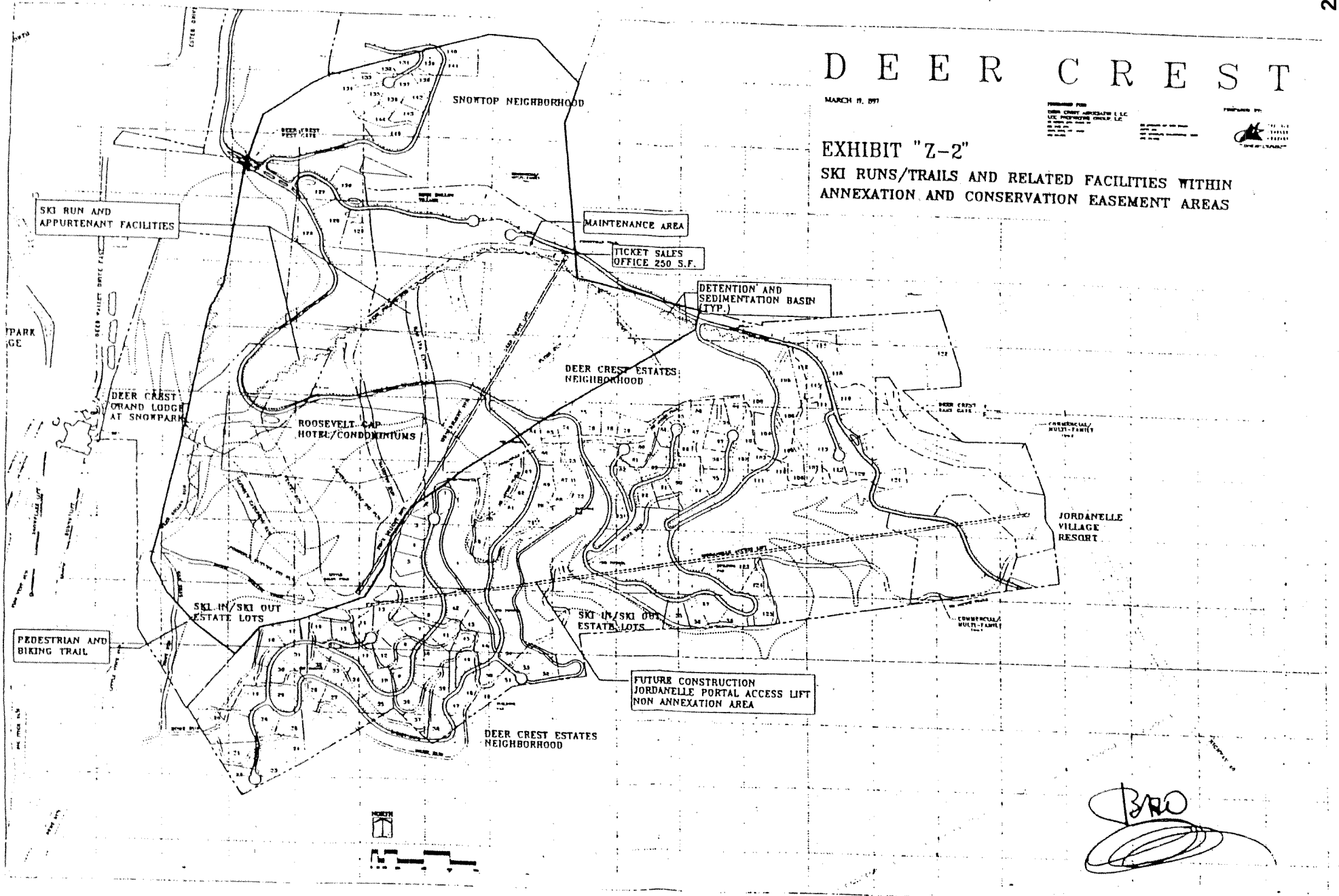


DEER CREST

MARCH 11, 1997

EXHIBIT "Z-2"

SKI RUNS/TRAILS AND RELATED FACILITIES WITHIN ANNEXATION AND CONSERVATION EASEMENT AREAS



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

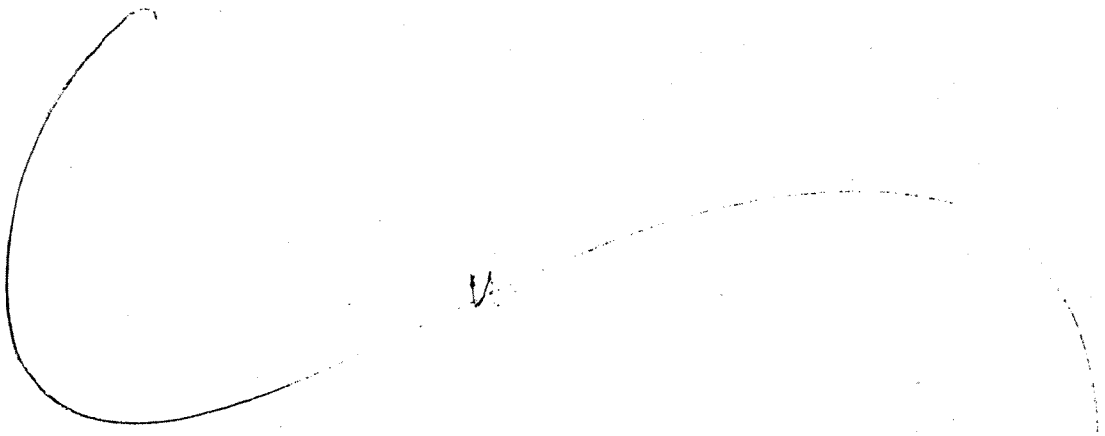
Any other references in the Settlement Agreement and First Amendment to unit numbers which should be increased by virtue of the increase in total single family units from one hundred fifty (150) to one hundred fifty-one (151) shall be deemed so increased.

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

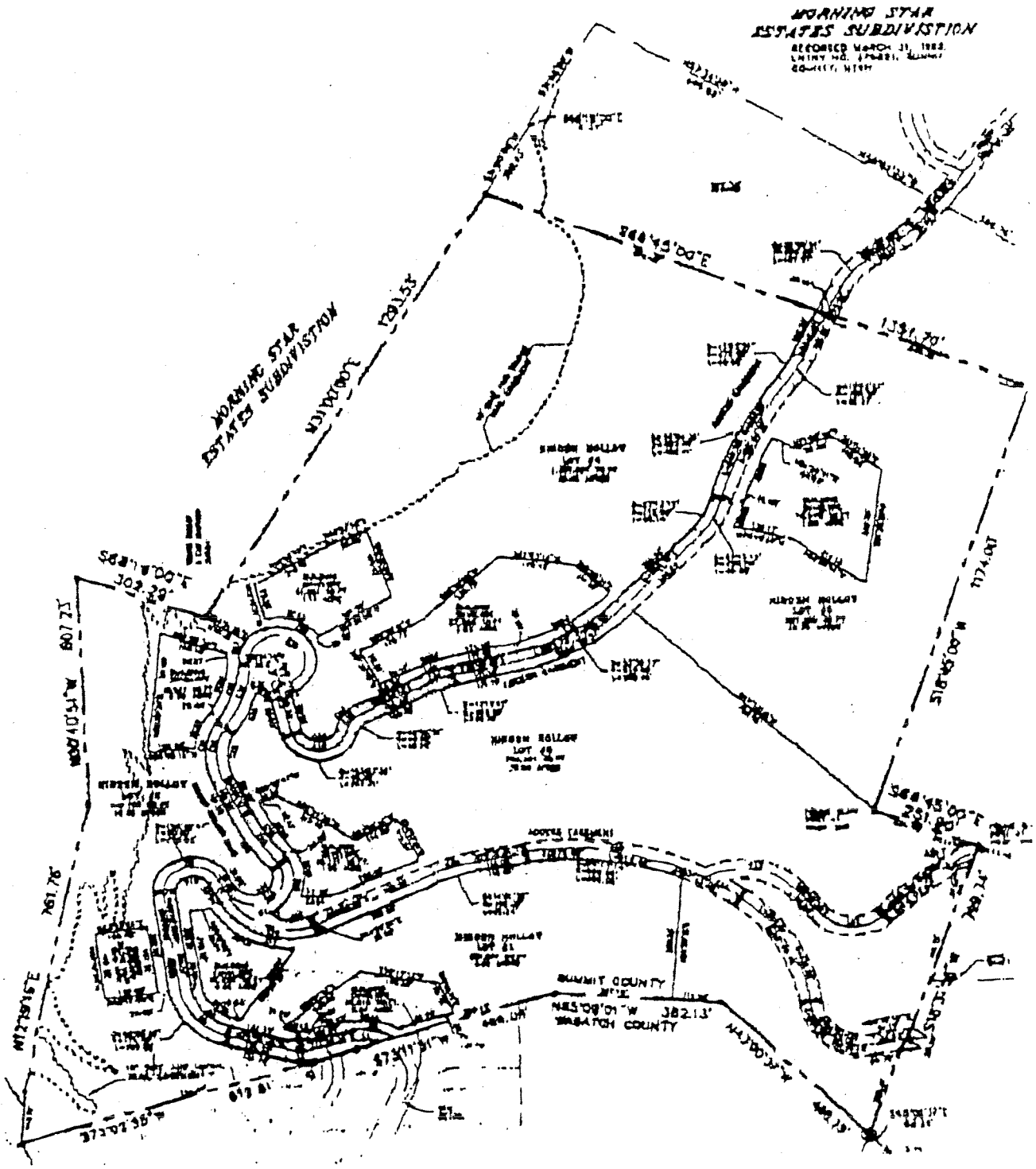
Beginning at a point on the Summit-Wasatch County line, said point being South 0°30'11" West 529.16 feet along the section line and East 5719.73 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 4°33'29" East 142.89 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



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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

PAGE(●) INDEX( ) ABSTRACT( ) PLAT( ) CHECK( )

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	Employee Housing	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

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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 _____
E. 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

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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: Park City

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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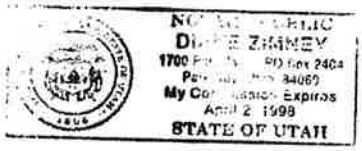
Residing at: Park City

Commission Expires:
4/8/98

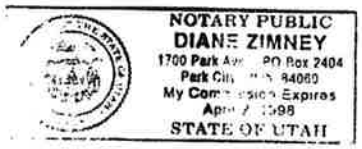


STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

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, 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.

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 face 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.

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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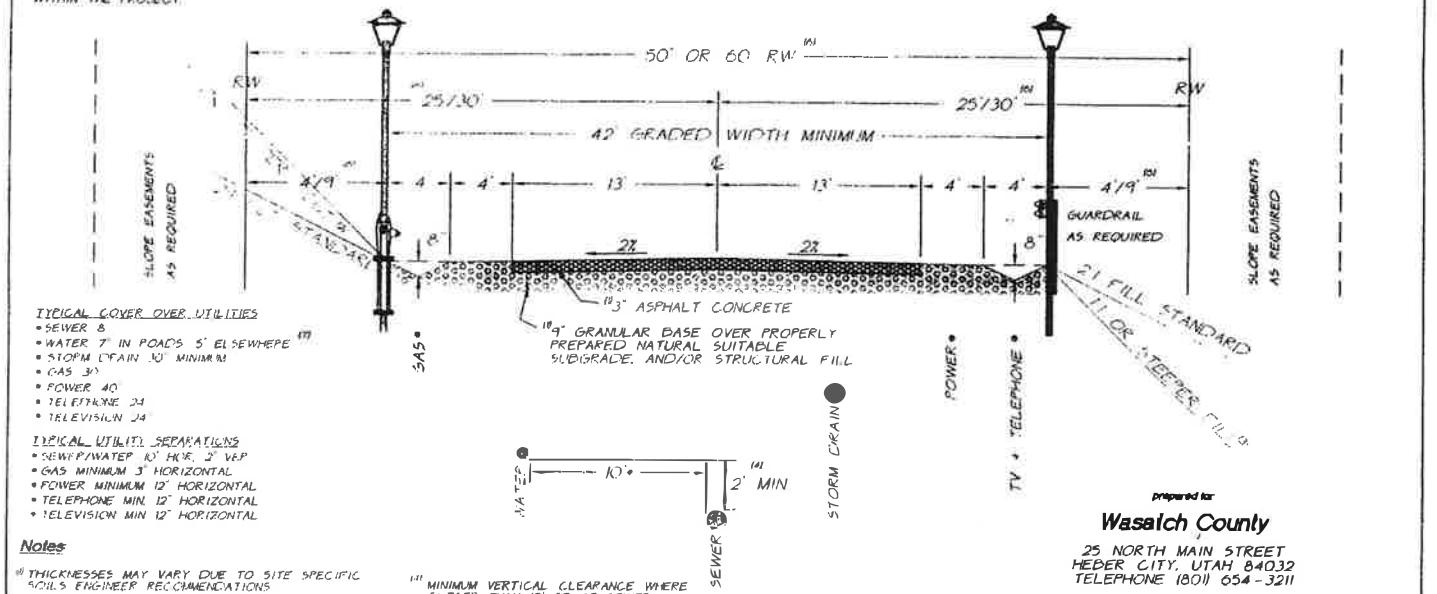
Typical Road Section - Wasatch County

(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 [7]
- SEWER 8'
- WATER 7' IN ROADS 5' ELSEWHERE
- STORM DRAIN 10' MINIMUM
- GAS 3'
- POWER 40"
- TELEPHONE 24"
- TELEVISION 24"

TYPICAL UTILITY SEPARATIONS
- SEWER/WATER 10' HOR. 2' VERT.
- 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.

AUGUST 1, 1996

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397

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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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.L. Telemark A

WILMA L. ANDERSON
Notary Public
STATE OF UTAH
My Comm. Exp. Nov. 1, 1996

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771

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 Tozer
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.

EXHIBIT "F" SLALOM VILLAGE AREA

Multi-Family Exhibit

SLALOM VILLAGE OPEN SPACE DEDICATION

SLALOM VILLAGE

83 Multi-Family Units
4 Single Family Lots
Support Commercial/Ski Academy

Slalom Village Development Envelope

PHASE III

PROPERTY LINE

KEETLEY ROAD

(4) PARKING SPACES

FIRE TURN-AROUND & PASSENGER DROP-OFF

Crash Gate

Entry

EMERGENCY UTILITY LANE ONLY

Crash Gate

BUILDING #3 PHASE II

AMENITY BLDG PHASE I

EXISTING MOUNTAINEER EXPRESS SKI LIFT

Development Envelope

SKI RUN

KEETLEY ROAD

SLALOM CHAIRLIFT

Slalom Village Single Family Lots

SLALOM COURT

Cottages

BUILDING #1 PHASE I

BUILDING #2 PHASE I

Ski Academy

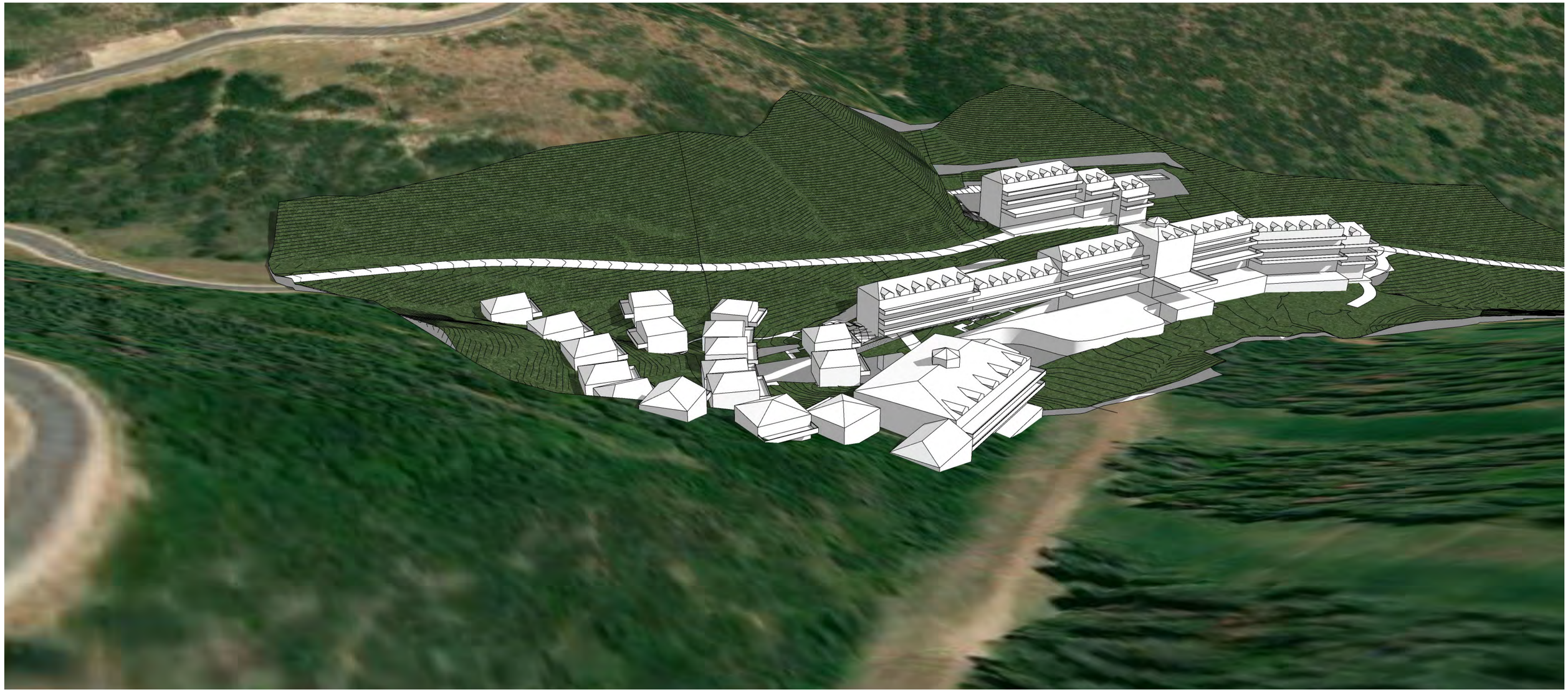
Development Envelope



BIRDSEYE VIEW LOOKING NORTHEAST - 2021 DESIGN

FOUNDERS PLACE - PHASE I

east west partners
SPARANO + MOONEY ARCHITECTURE



BIRDSEYE VIEW LOOKING NORTHEAST - 1995 DESIGN

FOUNDERS PLACE - PHASE I

east west partners
SPARANO + MOONEY **ARCHITECTURE**



BIRDSEYE VIEW LOOKING NORTHEAST - COMBINED

FOUNDERS PLACE - PHASE I

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BIRDSEYE VIEW LOOKING NORTHWEST - 2021 DESIGN

FOUNDERS PLACE - PHASE I

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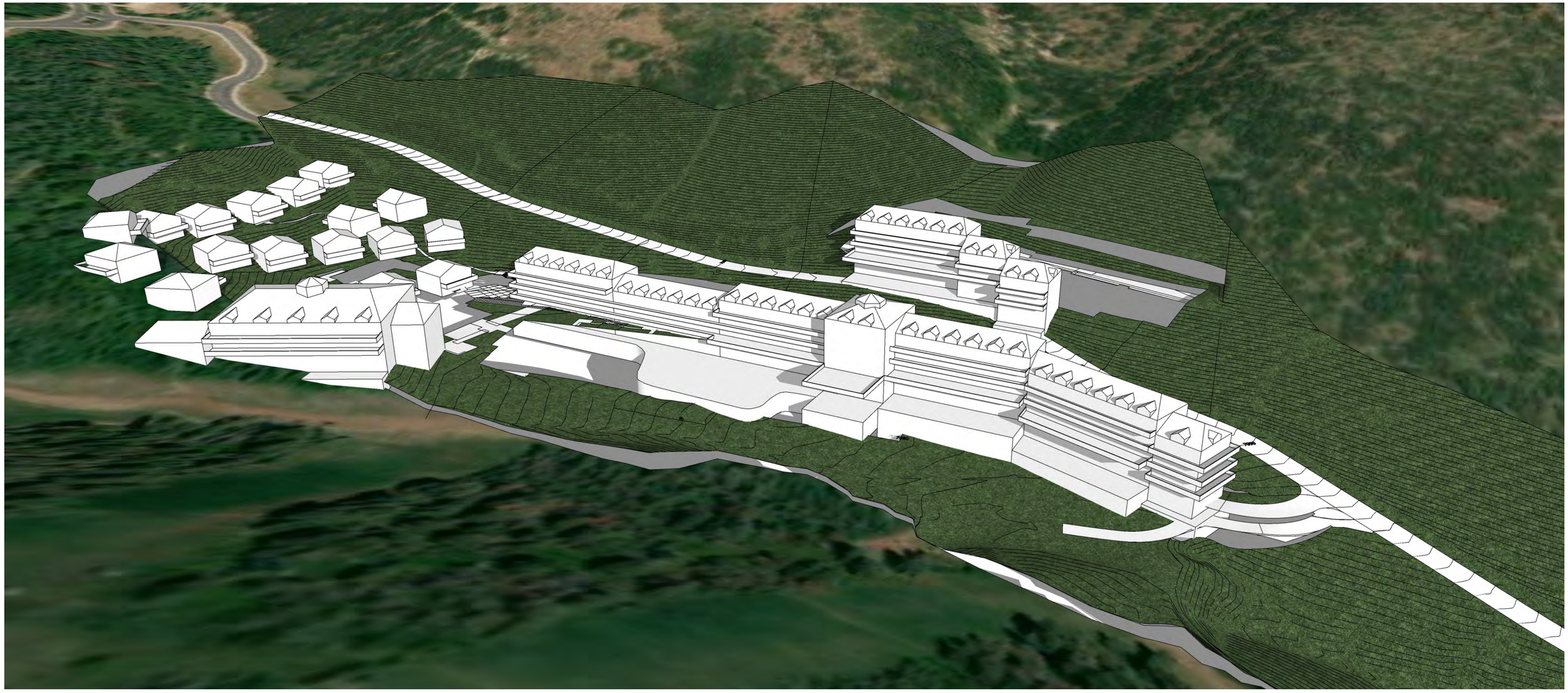

BIRDSEYE VIEW LOOKING NORTHWEST - 1995 DESIGN

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BIRDSEYE VIEW LOOKING NORTHWEST - COMBINED

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Founders Place (Deer Hollow)

Parking Analysis and Request to Reduce Parking Pursuant to Land Management Code 15-3-7

Pursuant to 15-3-6 of the Park City Municipal Code, Multi-Unit Dwelling Residential Uses are stipulated to provide the below residential parking ration requirements.

Unit Size	< 1,000 SF	>1,000 SF, < 2,000 SF	> 2,000 SF
Ratio	1 per Unit	1.5 Unit	2 Per Unit

The proposed design by the Applicant and the Applicant's project architect, Sparano + Mooney Architecture, contemplates a Residential Parking Ratio less than the current requirement in the Land Management Code. The following tables illustrate the Land Management Code requirement relative to the current design proposal.

Description	< 2,000 SF	> 2,000 SF	Total
Market Rate Units	11	67	78
Employee Units	4	0	4
Total Units	**15**	**67**	**82**

Land Management Code	< 2,000 SF	> 2,000 SF	Total
Parking Ratio	1.5	2	
Total Spaces	22.50	134.00	156.50

Applicant Design	< 2,000 SF	> 2,000 SF	Total
Parking Ratio	1.5	1.5	
Total Spaces - Market Rate	16.5	100.5	117
Additional Spaces*	6	0	6
Total Spaces	**22.5**	**100.5**	**123**

**Additional spaces allocated at a 1.5 ratio for (4) employee housing units.*

As is shown above, the Applicant is requesting to reduce the parking ratio requirement to 1.5 spaces per residential unit. Pursuant to Section 15-2-7 of the Land Management Code, please see the below summary providing justification for the requested reduction.

1. **Parking Uses Will Overlap:** The project design does not include uses that will require parking uses to overlap. All provided parking spaces will be solely exclusively allocated to residential uses.
2. **Commercial Spaces within the Project:** The project does not include typical Commercial Space and the entirety of the project will serve those residing within the project and will not provide access to the general public.
3. **Other Factors to Reduce Parking:** The project plans to initiate a transportation alternative that would be operated by the Founders Place Homeowners Association. This alternative would be similar to the transportation system currently in use within the Empire Pass area of Deer Valley and by Deer Valley Resort.

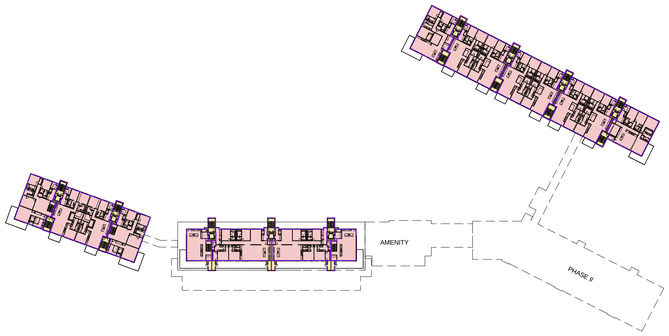
GROSS BUILDING AREA - COMMERCIAL, SUPPORT		
AREA TYPE	AREA	PHASE
COMMERCIAL, SUPPORT	3327 SF	PHASE I
	3327 SF	

GROSS BUILDING AREA - PARKING		
AREA TYPE	AREA	PHASE
PARKING	19502 SF	PHASE I
PARKING	12029 SF	PHASE II
PARKING	13758 SF	PHASE III
	45289 SF	

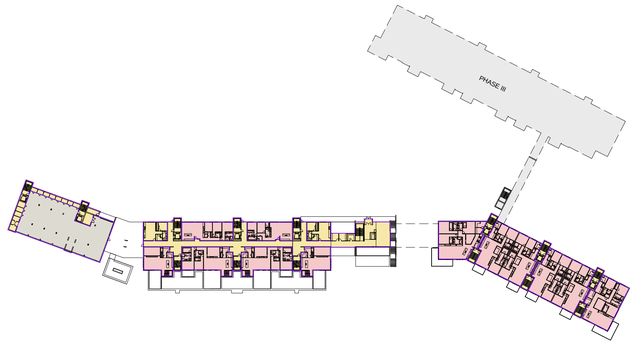
GROSS BUILDING AREA - RESIDENTIAL		
AREA TYPE	AREA	PHASE
RESIDENTIAL	83755 SF	PHASE I
RESIDENTIAL	49089 SF	PHASE II
RESIDENTIAL	66356 SF	PHASE III
	199200 SF	

GROSS BUILDING AREA - RESIDENTIAL ACCESSORY		
AREA TYPE	AREA	PHASE
RESIDENTIAL ACCESSORY	52698 SF	PHASE I
RESIDENTIAL ACCESSORY	19653 SF	PHASE II
RESIDENTIAL ACCESSORY	25239 SF	PHASE III
	+97589 SF	

* Workforce Housing equals 3,696 SF of this total SF.



6 LEVEL 6
1" = 100'-0"



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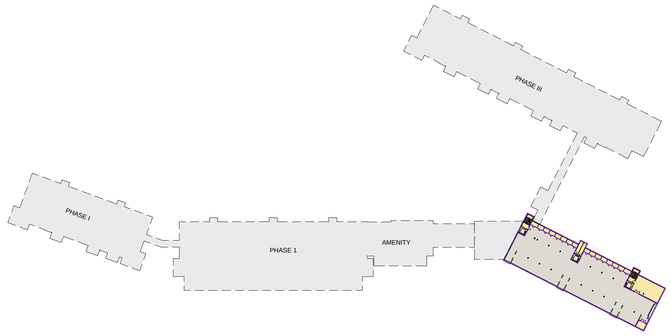
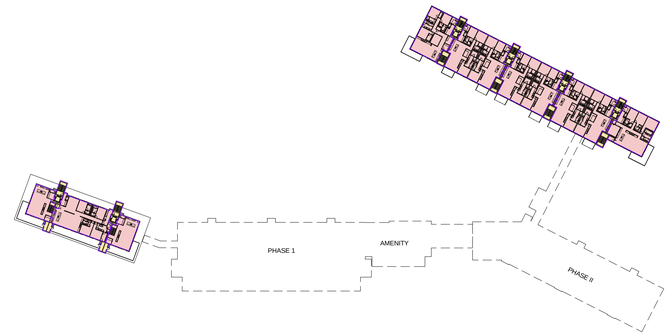


9 LEVEL P1
1" = 100'-0"



7 LEVEL 7
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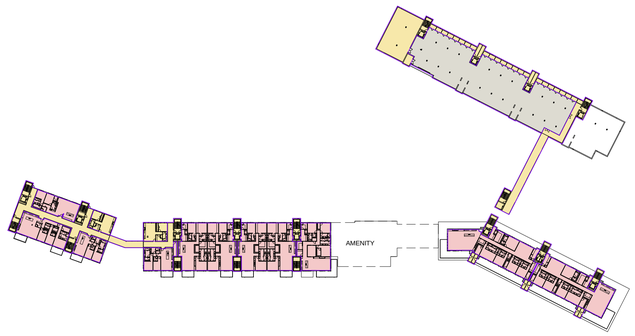
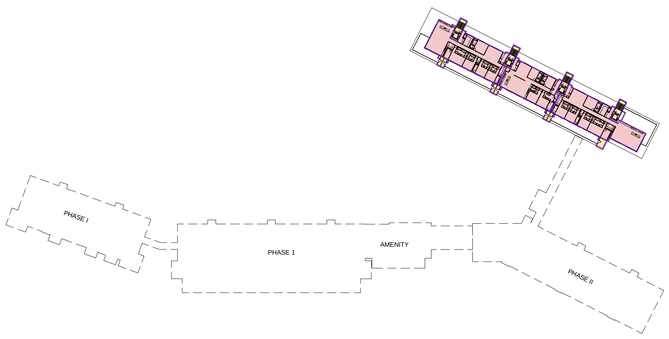


4 LEVEL 4
1" = 100'-0"



1 LEVEL 1
1" = 100'-0"



10 LEVEL 8
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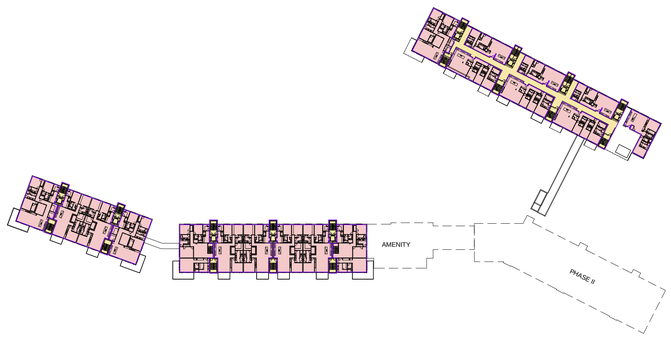

5 LEVEL 5
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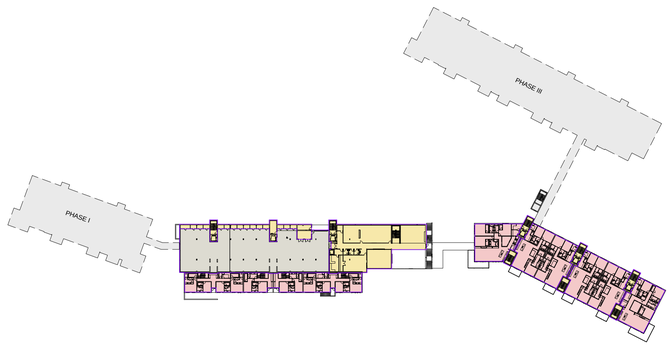

2 LEVEL 2
1" = 100'-0"

AREA LEGEND

- COMMERCIAL, SUPPORT
- PARKING
- RESIDENTIAL
- RESIDENTIAL ACCESSORY

FOUNDERS PLACE

GROSS BUILDING AREA CALCULATIONS

DATE:
10/20/21

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Founders Place (Deer Hollow)

Proposed Transportation Network

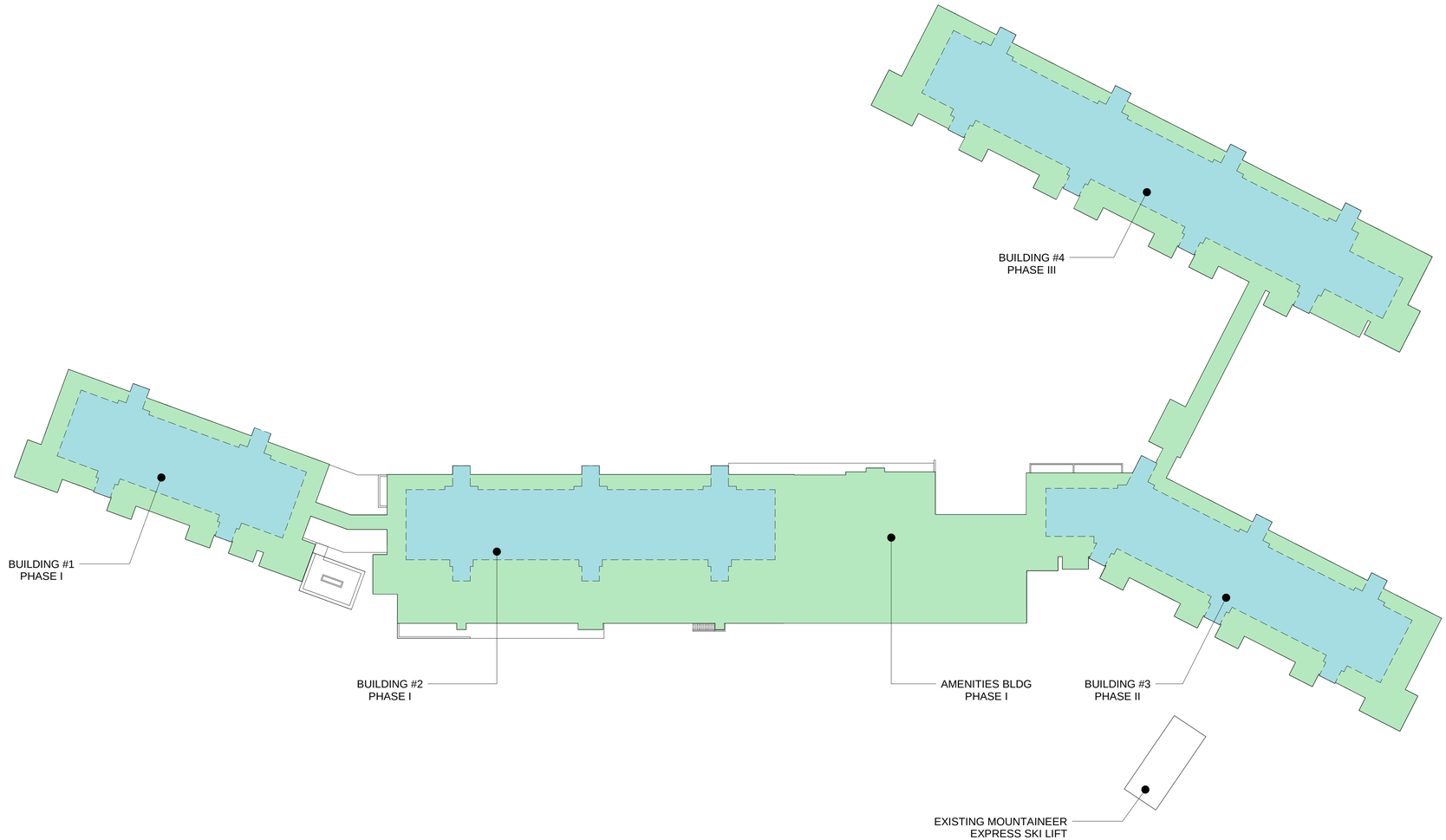
The Applicant is committed to improving transportation service throughout the greater Park City Area. As part of the Conditional Use Permit Application, we are seeking a reduction in parking from what is required in the Land Management Code and the Master Planned Development Agreement to a reduced ratio equal to 1.5 spaces per unit.

This reduction is consistent with the requirement imposed on the Flagstaff Development Agreement for the Empire Pass area, and has been instituted within the various developments completed since 2002. In order to reduce individual vehicular traffic, the Applicant believes this reduction will encourage destination visitors to use alternative forms of transportation.

Given the fact that the Project is located within the Deer Crest gated community and will not have direct access to public transportation nor easy access to ride-share services such as Uber and Lyft, the Applicant is proposing a micro transit alternative that would be operated by the Founders Place Homeowners Association.

The program will be designed using an app-based system, similar to the Downtowner system currently utilized by both Empire Pass Master Association and Deer Valley Resort. The program will be intended to provide an alternative for homeowners and guests to travel from Founders Place to more congested areas such as Main Street and the commercial facilities at Snow Creek.

The Applicant is open to considering the transportation network as a Condition of Approval. This is so long as the parameters around the exact provider and vehicles are flexible to allow the Applicant to be nimble given anticipated changes in technology providers and needs of the end users. The fundamental goal of the program is to reduce the number of vehicles circulating and parking within the City limits.



TOTAL BUILDING FOOTPRINT: 100,440 SF

TOP LEVEL FOOTPRINT: 47,110 SF / 46.9% OF TOTAL BUILDING AREA

FOUNDERS PLACE

BUILDING AREA ANALYSIS

DATE:
10/20/21

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Planning Commission Work Session Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: Deer Valley Snow Park Base Area Development
Project #: PL-21-04811
Author: Alexandra Ananth – Senior Planner
Date: October 27, 2021
Type of Item: Work Session

Recommendation

Hold a Work Session on the Snow Park Base Area project with a focus on the applicant's submitted Transportation Analysis.

The applicant will host a site visit at 4PM on December 8, 2021, for the public and Planning Commission to gain a better understanding of site conditions and the impacts of the proposed development. The next Planning Commission meeting for this project is also scheduled for December 8, 2021. The intended topic for the Work Session is a continuation of the discussion on Transportation.

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	CUPs require Planning Commission review and approval

Acronyms

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)
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:
July 28, 2021 (Staff Report; Minutes p. 25-37)
August 25, 2021 (Staff Report; Minutes p. 2-13)
September 22, 2021 (Staff Report; Minutes p. 2-13)

See Exhibit J, 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

The applicant submitted the following transportation related documents:

1. Transportation Analysis dated April 2021
2. A parking analysis and request for a reduction to the number of LMC required Off-Street Parking stalls dated September 21, 2021 (Exhibit A)
3. A Parking Management Plan dated October 1, 2021 (Exhibit B)
4. A Transportation Demand Management Plan dated October 2021 (Exhibit C)

The City has contracted with Wall Consultant Group (WCG) as the City's third-party Transportation Engineer to review these plans. Their reviews are attached as Exhibits D-H and highlights from WCGs review are noted below.

In addition to compliance with the General Plan and the City's adopted Transportation Plans, LMC Sections 15-6-5(E),15-6-5(G)(5) and (G)(8) read as follows:

> 15-6-5(E) - The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of the Land Management 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 Master Planned Development submittal. The Parking analysis shall contain, at a minimum, the following information:
>
> a) The proposed number of vehicles required by the occupants of the project based upon the proposed Use and occupancy.
> b) A Parking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy Parking.
> c) Parking needs for non-dwelling Uses, including traffic attracted to Commercial Uses from Off-Site.
> d) An analysis of time periods of Use for each of the Uses in the project and opportunities for shared parking by different Uses. This shall be considered only when there is Guarantee by Use covenant and deed restriction.
> e) A plan to discourage the Use of motorized vehicles and encourage other forms of transportation.
> f) Provisions for overflow Parking during peak periods.
> g) An evaluation of potential adverse impacts of the proposed Parking reduction and Density increase, if any, upon the surrounding neighborhood and conditions of approval to mitigate such impacts.

> 15-6-5(G)(5) - Adequate internal vehicular, pedestrian, and bicycle circulation shall be provided. Pedestrian and bicycle circulations shall be separated from vehicular circulation and shall provide safe travel within the boundaries of the Master Planned Development and safe travel to adjoining public sidewalks, trails, and Rights-of-Way. Private internal Streets may be considered for Condominium projects if they meet the minimum emergency and safety requirements.
>
> 15-6-5(G)(8) - The Site plan for a Master Planned Development shall include transportation amenities including drop-off Areas for van and shuttle service, and a bus stop, if applicable.

As noted in the September Staff Report, in accordance with the Park City General Plan, prioritizing transit and active transportation options is one of the highest priorities for the City, and the lens through which the City looks at new development projects.

The City Council adopted a Complete Streets Resolution in 2018, which establishes new street construction and reconstruction guidelines. The Transportation Demand Management Plan, adopted in 2016, is geared towards reducing vehicle miles traveled (VMT), single occupancy vehicle use, and congestion during peak days and hours. In addition, the 2011 Park City Traffic and Transportation Master Plan, reinforces the City's commitment to enabling safe access for all users (pedestrians, bicyclists, transit riders of all ages and abilities, as well as motorists).

The Transportation Planning Department is developing a Short-Range Transit Plan that will focus on a transit service plan for the next 5 years for areas within city boundaries and will also address dedicated transit service along gateway corridors and effective integration with Summit County's regional transit district, High Valley Transit.

Staff notes that although the applicant is seeking a reduction from the LMC required number of Off-Street Parking stalls for the proposed Commercial and Residential Uses in the project, the applicant is not relying on City infrastructure to justify their requested parking reduction.

Transportation Analysis

The applicant's Transportation Analysis (TA) analyzes existing (2020) and "plus project" future traffic conditions for opening year 2022, and future 2040, at three intersections including:

1. Deer Valley Drive North/Deer Valley Drive South
2. Deer Valley Drive/Marsac Avenue (SR 224)/City Bus Terminal roundabout
3. Deer Valley Drive/Bonanza Drive

Fehr & Peers collected intersection turning movement traffic counts at the Deer Valley Drive North/Deer Valley Drive South intersection on February 15, 2020 (President's Day weekend) and February 29, 2020 for the Saturday AM and PM peak periods.



Intersection turning movement counts were collected at the DVD/Marsac Ave/Bus Terminal roundabout and the Deer Valley Drive/Bonanza Drive intersection on December 19, 2020 for the Saturday AM and PM peak periods.

Fehr & Peers notes that “all study intersections operated within acceptable Level of Service (LOS C or better), with the exception of the westbound approach at the Deer Valley Drive North/South intersection (the Y intersection) in the AM peak hour and PM peak hour, which operated at LOS D and LOS E, respectively.”[1] ***The project proposes re-alignment of this Y intersection and the installation and programming of a traffic signal to provide transit priority technology. The proposed mitigation is projected to improve this intersection to a LOS A.***

[1] Fehr & Peers Transportation Analysis Prepared for Deer Valley, April 2021, page 9.

Table 1: Snow Park Village Saturday AM and PM Peak Hour Level of Service Summary

Intersection			Existing Background	Existing + Project Mitigated[2]	2022 Background	2022 + Project Mitigated[2]	2040 Background	2040 + Project Mitigated[2]
ID	Location	Period	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]
1	Deer Valley Dr N / Deer Valley Dr S	AM	**D / 27**	A / 6	**D / 28**	A / 6	**E / 39**	A / 6
		PM	**E / 36**	A / 7	**E / 39**	A / 7	**F / 117**	A / 8
2	Deer Valley Drive (SR-224) / Marsac Avenue / Bus Terminal	AM	B / 11	B / 12	B / 12	B / 13	C / 16	C / 19
		PM	B / 11	B / 12	B / 11	B / 12	B / 14	C / 15
3	Deer Valley Dr / Bonanza Dr	AM	B / 11	B / 11	B / 12	B / 12	B / 12	B / 13
		PM	B / 13	B / 13	B / 13	B / 13	B / 18	B / 18

1. Intersection average LOS and delay for signalized intersections and roundabouts, worst movement LOS and delay for unsignalized intersections.
2. Deer Valley Drive North / Deer Valley Drive South intersection analyzed as a signal as a mitigation.

Source: Fehr & Peers.

Currently, the City does not own or maintain any traffic signals within its boundaries and ***the City will require an annual contribution to cover software fees and staffing for maintenance and programming of such traffic signals.***

WCG reviewed the applicant's TA (Exhibit D), and staff notes some of the most notable highlights below:

1. The TA should include the intersections of 1) Bonanza Drive/SR-248; and 2) Deer Valley Drive/SR-224, as almost all traffic going to Deer Valley Resort goes through one of these two intersections. ***The applicant's own study notes that the reported LOS at the Deer Valley Drive/Bonanza intersection "is often impacted by vehicle queues spilling back to this intersection from the upstream intersection at Park Avenue/Deer Valley Drive in the PM peak hour."[2] Therefore the reported LOS at this intersection is likely inaccurate. To better evaluate how traffic is operating at the Deer Valley Drive/Bonanza intersection these two intersections both need to be included.***
2. The TA does not analyze internal intersections (Doe Pass Road, circular, hotel, and ride-share drop-off areas, Transit and Mobility hub, etc.). WCG notes that these areas should be included in the study to identify any mitigation and proper capacity needed at these locations.
3. WSC recommends that the study intersections be modeled to determine more accurate assessments of traffic operations and queuing impacts in the study area.

[2] Fehr & Peers Transportation Analysis Prepared for Deer Valley, April 2021, page 9.

4. WCG notes that the Fehr & Peers mixed-use development web application MXD+ methodology, was used to calculate trip reductions, and that the ***trip reductions appear to be unreasonably high***, and that the analysis is lacking assumptions, output, and justification for trip reductions taken.
5. WCG notes that with the proposed circulation shift to Deer Valley Drive East as the primary vehicular circulation pattern, 80% of the vehicular traffic to the Resort will be on Deer Valley Drive East. WCG questions ***how this shift will be enforced (as it is the familiar travel pattern drivers are used to and is a shorter distance to the parking garage). They also request additional information on what measures can be implemented to mitigate the traffic volume increase and impacts to adjacent residences and along Deer Valley Drive East.***
6. WCG requests additional information on data collected on the existing transit, shuttles, taxis, and rideshare use as well as proposed future assumptions, plans for transit improvements, the increased transit capture, parking counts, a sensitivity analysis for the shared parking assumptions, active transportation plans, a roadway signage plan, a snow removal plan, and how the dead-end of Deer Valley West will be restricted.

Staff requests more information from the applicant on how the proposed development prioritizes active transportation and improves the access to and visitor's use of transit. ***This should include a discussion on the location of the Transit Hub that is farther from the lifts than the parking garage, and the number of curb cuts into the garage that interrupt pedestrian and bike paths.*** The applicant should consider connecting at least some of the garage levels internally to reduce the number of interruptions to the pedestrian and bike infrastructure.

Staff also notes that the City's emergency response departments and some Commissioners had concerns with the proposed dead-end roads and asked if the applicant could connect the two roads for emergency situations. The applicant should respond to this concern and show any connection on plans that can be circulated for review.

Parking Analysis (Exhibits A and B)
Exhibit A was provided by the applicant to address the requirements of LMC 15-6-5(E). Exhibit B was provided by the applicant to explain parking operations.

Currently five surface parking lots hold approximately 1,340 cars on the Snow Park site. Overflow parking for up to approximately 140 cars is allowed on portions of Deer Valley Drive on peak visitation days up to 10% of ski days per season per the current MPD.

The applicant is proposing structured paid parking with variable pricing based on season and demand. A parking management program will be implemented including parking availability information to visitors as they approach the development and within the parking garage. The applicant should submit a parking pricing plan as part of the parking plan that incentivizes transit and carpooling or agree to a Condition of Approval to meet with the City bi-annually to ensure that the goals of the TA are realized.

The proposed structured parking will be on four levels with each level having a prescribed function. Parking ingress will be managed level by level utilizing guest services staff and E-messaging. The primary entrances to the garages is from Deer Valley Drive East. There are no internal garage connections between levels, which allows each level to serve as an independent programmable parking resource. ***However, staff recommends the applicant consider connecting at least some of the garage levels internally to reduce the number of entrance/exit interruptions to the active transportation infrastructure.*** Signage will direct vehicles to use Deer Valley Drive East to park. Deer Valley Drive West and Doe Pass Road will be prioritized for transit service.

Although the primary entrances to the garage will be from Deer Valley Drive East, staff has concerns that the garage entrances on Doe Pass Road, particularly into P1 and P2, may conflict with the Transit Station. Additionally, vehicles utilizing the ride-share drop-off area may cause congestion at this area. The ride-share zone looks to be approximately 250 feet which can accommodate approximately 12 vehicles. Staff questions if this area is sufficient for the anticipated number of TNCs but notes there is additional drop-off area in front of the Snow Park Lodge that can also be utilized.

The LMC requires the number of Off-Street Parking stalls to be 2,262 stalls for all of the proposed uses including day-skier stalls. The applicant proposes 1,810 stalls (1,500 day skier stalls and 310 stalls for proposed Commercial and Residential Uses), and is therefore, requesting a reduction of 452 required Off-Street Parking stalls. The applicant is justifying the requested reduction with paid parking, a TDM, a new Transit and Mobility Hub and shared parking. The requested reduction equates to a 20% parking reduction as most commercial uses will be ancillary and in support of day skier visitors, as well as hotel and residential uses. Staff notes that the applicant's TA calculates that paid parking is estimated to reduce daily trips up to 17% and that TDM measures and shared parking results in up to an additional 9% reduction in vehicle trips.

The proposed parking plan will eliminate on-street parking on Deer Valley Drive during normal resort ski day operations. From a staff perspective, this is advantageous for emergency services access, the ability to accommodate wider active transportation facilities, support snow removal operations and the resort parking is solely on the resort property.

Proposed Use	LMC Parking Stalls Required	No. Reduced due to Shared, Paid, and other Measures	Proposed Total Parking	% Reduction
DVR	1500	300	1200	20%
Event Center	251	50	201	20%
General Commercial	107	21	86	20%
Hotel	206	41	165	20%
Residential	198	40	158	20%
Subtotal	**2,262**	**452**	**1,810**	**20%**

The applicant uses Squaw Valley, now known as Palisades Tahoe, as a parking comparison, as well as parking occupancy from the Stein Erickson Lodge and Montage. The applicant states that an analysis of time periods of Uses for the proposed different uses is not applicable as the parking will be owned and managed by a single entity.

WCG (Exhibit E) raises a few questions that the applicant should respond to regarding parking. They note that the Canyons Village Park City would be comparable in terms of Commercial Uses and capture ratios.

Staff notes that in addition to the Snow Park Area the applicant has some parking at the Silver Lake Lodge and off of US-40 at the Jordanelle Express Gondola that are not discussed in the parking analysis. In order to fully analyze the request transportation mitigation and parking exception, staff recommends taking a comprehensive look at parking to make sure that the applicant is right sizing the parking and neither under nor oversupplying parking at Snow Park. ***Staff requests additional information (number of total stalls, number of stalls committed to other uses, percent occupancy, potential for expansion) on all parking areas owned by the applicant.*** Staff also notes that a potential merger or operational agreement with the future Mayflower Mountain Resort could significantly change parking demand at the Snow Park base area and help to reduce traffic and congestion in and around Park City.

Deer Valley Resort states that they will work with the City to provide peak day parking at remote locations with accompanying transit/shuttle service. ***More information on any Off-Site Parking options should be submitted to the City for review.***

TDM (Exhibit C)

The goal of the applicant's TDM is to shift the travel behavior from single occupant vehicles to options other than driving alone, and to significantly reduce traffic during the peak AM and PM hours.

The applicant's TDM program includes approaches to reduce the total number of vehicle trips at the Snow Park Village project including:

1. A new Mobility Hub and Transit Station with easy access to the development and Resort

2. Coordination with PC Transit and HV Transit to ensure local and regional transit service is well coordinated
3. Bike racks at several locations
4. A TDM Plan that outlines policies and programs to support visitors and employee's transportation options
5. Areas dedicated to TNCs

WCG (Exhibit F) requests more information on initiatives and how they will be accomplished that the applicant should respond to. In addition, WCG recommends a monitoring program and bi-annual check-ins with Park City to evaluate the success of the TDM program.

Transit Review (Exhibit G)

The goal of the Transit Review is to ensure compliance with the original MPD, meet applicable MPD LMC criteria, and advance the City's General Plan and supplemental transportation plans by making sure that the Snow Park Base Area project implements Park City's adopted goals and plans. Given the Council's critical priority to develop innovative transportation solutions to traffic congestion and promote the transit first objectives, the applicant needs to demonstrate how this development is advancing these goals. For transit to be competitive, it needs to be faster, easier, and less expensive. The City is committed to providing frequent and free transit service to the Resort and asks the applicant to consider how they can support the "faster, easier and more convenient" piece.

The applicant and the City recently met to prioritize and incorporate the creation of dedicated bus only lanes, options for bus priority within the development and how best to prioritize transit at the Y intersection. ***WCG and staff also request discussion on the transit hub location choice and how to make its location more friendly to skiers and resort visitors.*** The applicant and staff will continue to work together to foster transit prioritization and more information is expected for the December 8, 2021 Planning Commission meeting. Additionally, staff has requested information on peak parking strategies for employees and visitors to Snow Park given the nexus to promoting transit ridership.

Snow Park Village Mobility Hub and Turning Radius Review (Exhibit H)

WCG notes that the bus turning templates do not account for the additional three feet for the bicycle racks that are located on the front of Park City and High Valley Transit buses and that there are conflict points that must be resolved prior to action on this project.

Other issues raised at the 9/22 Work Session

The Planning Commission asked why the garage is not included in the Density of the project. Staff notes that the MPD authorizes specific residential and commercial Densities on the Snow Park Village Parcel. These Densities are required to be calculated in accordance with the Unit Equivalent Formula contained in the LMC Section 15-6-8. This section of the code is silent on garages requiring Unit Equivalents

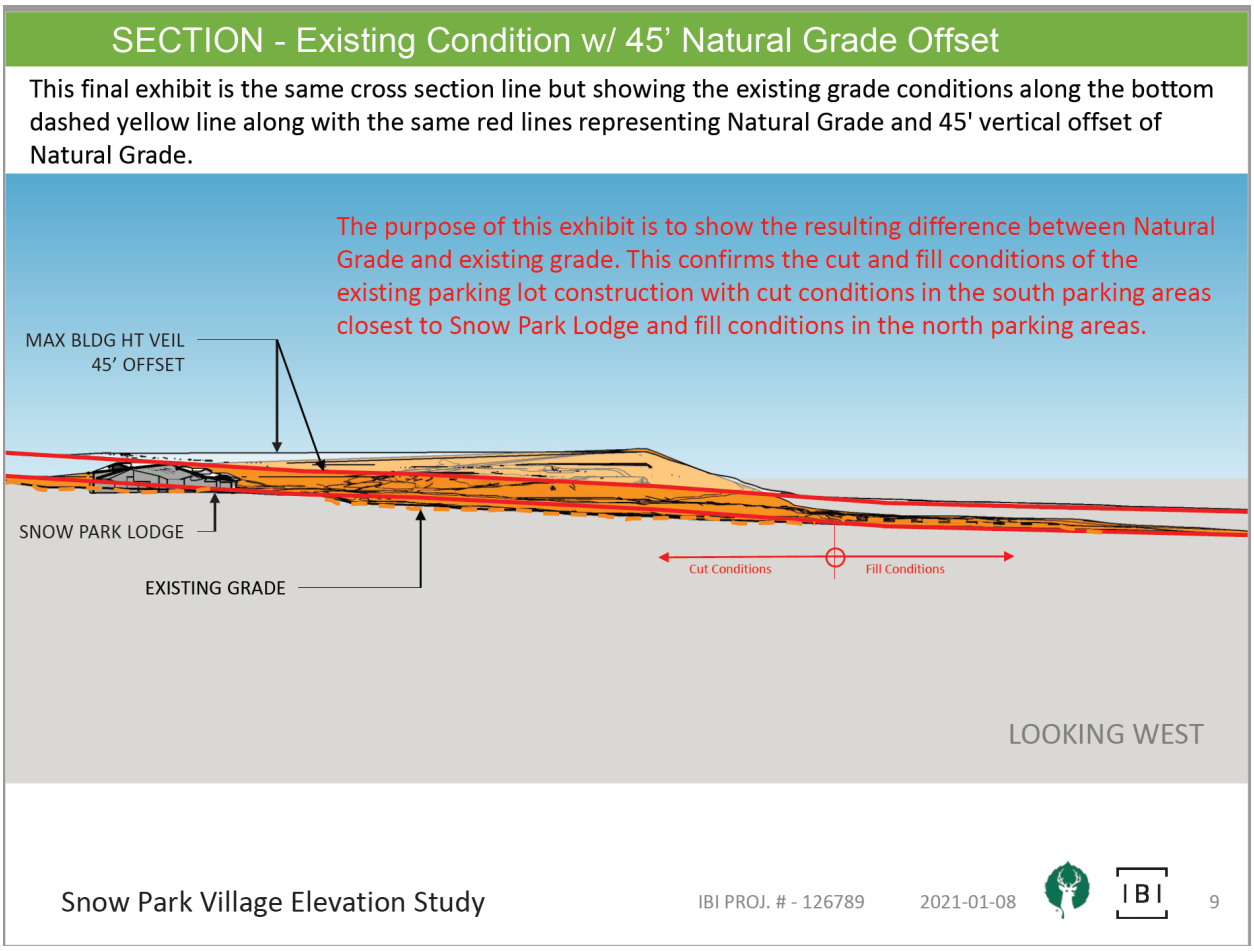
or counting towards Density. Although staff acknowledges that any above grade structured parking contributes to the overall mass of the project, the current LMC does not limit gross floor area ratios in this zone. Gross building volume/size is regulated by generally applicable site standards (setback, height, etc.) and MPD/CUP site specific analysis.

The Commission also requested more information on the difference in the max cut and fill of the existing parking lot and how it impacts the calculated maximum Building Height allowed on the Snow Park Village Parcel.

Building Height is measured from Existing Grade, or the grade prior to alteration, aka the Natural Grade. Below are the definitions from the City's Land Management Code:

> **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.

In the case of the Snow Park Lots, the Planning Department approved measuring Building Height for the parking lot area prior to its leveling, based on 1955 USGS topographical data. This analysis shows that the southern portion of the parking area closest to the Snow Park Lodge was cut, and the norther portion of the parking area closer to the ponds was filled. The maximum cut is approximately 18 feet, and the maximum fill is approximately 8 ft. Building Height would therefore be measured from this interpolated natural grade prior to construction activity as shown below. Building Height for the Snow Park Village Parcel is regulated by the existing MPD Exhibit 1 (page 9) and is allowed at a maximum of 28-45 feet. See the attached Planning Director Determination (Exhibit I). Although this determination has been made staff recommends the applicant provide an additional exhibit more clearly illustrating this for the Commission if questions remain.



Summary

Based on this preliminary review, the Planning Department requests the following supplemental information for the December 8, 2021, Planning Commission meeting in one consolidated report:

1. ***Respond to issues raised by staff and WCG in Exhibits D and E including but not limited to adding the intersections of 1) Bonanza Drive/SR-248; and 2) Deer Valley Drive/SR-224 into the Transportation Analysis; addressing what measures can be implemented to mitigate the traffic volume increase and impacts to adjacent residences along Deer Valley Drive East; and respond to concerns regarding garage entrances on Doe Pass Road.***

2. ***Respond to issues raised by staff and ECG in Exhibits F, G and H including but not limited to additional information (number of total stalls, number of stalls committed to other uses, percent occupancy, potential for expansion) on other parking areas owned by the applicant; any proposed peak day parking at remote locations; dedicated transit lanes, how the***

development increases access and use of public transportation, the transit hub location; and turning radius issues at the Transit Station.

3. ***Other issues raised by the Planning Commission and public at the October 27, 2021 Work Session.***

Exhibits

Exhibit A – Applicant's Parking Analysis as required by LMC 15-6-5(E)
Exhibit B – Applicant's Parking Management Plan
Exhibit C – Applicant's TDM Plan
Exhibit D – WCG's Transportation Analysis Review
Exhibit E – WCG's Parking Analysis Review
Exhibit F – WCG's TDM Review
Exhibit G – WCG's Transit Review
Exhibit H – WCG's Mobility Hub and Turning Radius Review
Exhibit I – Planning Director Determination re Interpolated Natural Grade (previously provided)
Exhibit J – Project Overview and Background Information
Exhibit K – Public Input

FEHR PEERS

MEMORANDUM

Date: September 21, 2021

To: Rich Wagner, Deer Valley

From: Fehr & Peers

Subject: Snow Park Village MPD Parking Response

UT20-2245

As required by Park City Code 15-6-5(E), the following analysis is provided in support of the Snow Park Village MPD application process. This memo provides a point-by-point analysis of the requirements.

1. The proposed number of vehicles required by the occupants of the project based upon the proposed Use and occupancy.

The proposed parking structure provides off-street parking for uses within the Snow Park development. The majority of commercial uses within the Snow Park development will be ancillary uses that are in support of day skier visitors. Additional uses are proposed as part of the project include hotel and residential. The proposed number of off-street parking stalls provided is reduced from what is required by LMC 15-3 based on expected trip reductions due to an aggressive transit component of the project and the complementary commercial components, supported by a shared use parking analysis, as shown in the table below:

Proposed Use	Parking Required	Reduced due to Shared, Paid, and other measures	Proposed Total Parking
Deer Valley Resort	1500	300	1200
Event Center	251	50	201
General Commercial	107	21	86
Hotel	206	41	165
Residential	198	40	158
Subtotal	**2262**	**452**	**1810**
Total			**1810**

The transit component includes a multi-modal mobility hub, and a "Transportation Demand Management Plan" (TDM) based in large part on the already-approved Park City Transportation Demand Management Plan (2016).

The mix of land uses is intended to complement each other and provide support to the primary ski and summer resort use. The proposed uses will share patrons, and hence parking; the uses complement and support each other and provide a comprehensive suite of services to visitors. It is anticipated that a ski visitor will park for their ski day and will likely patronize the commercial uses within Snow Park throughout their ski day. It is highly unlikely during the ski season that a visitor will arrive at the Snow Park development solely to patronize one of the commercial uses. The parking at Snow Park will be well-managed, meaning parking availability by structure level will be tracked and communicated to all visitors, and incorporates a paid parking program.

2. A Parking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy Parking.

Snow Park is genuinely unique in that it is located within Park City, that is a 40-minute drive from a major metropolitan area and international airport. Within Park City, Deer Valley is located on a large loop roadway about a mile from the denser Old Town area.

Almost all ski resorts are much further from major metropolitan areas (and international airports) which limit the number of "day trippers" that frequent those resorts. Because of this, there are very few, if any, peer ski resort developments to which Snow Park can be compared.

The concept of a resort or entertainment development with supporting commercial uses can be found in many environments, including sports arenas and upscale malls. While we acknowledge that Snow Park is not in an urban environment, and is not a sports arena or upscale mall, many studies have been published that identify demand in developments that have an anchor use (Deer Valley Resort) with support uses (support commercial and hotel/residential uses). We believe that the behavioral parallels of the end users can be extrapolated from these types of studies in addition to our own experience in resort management and that of our hotel partners. Based on this research and our experience, we have drawn the following conclusions for parking comparisons and demand for parking.

Skier Uses: One of the few similar areas for which there is access to data is Squaw Valley, now known as Palisades Tahoe (PT) in the Tahoe area of California and Nevada. Transportation-related surveys (Winter 2011) of skiers at that area show some similarities.

- Of those arriving from outside the Squaw area, 82% arrived by car;
- Of those, 5% were dropped off. The balanced parked (note – this data was collected prior to widespread use of Uber/Lyft service);
- Average Vehicle Occupancy was 3.1 persons per car;
- Of all skiers, 18% started and ended their day at Squaw.

While not apples to apples, these survey results demonstrate close to 20% of all skiers did not arrive by private car. Also, skier vehicle occupancy is higher than the norm, meaning typical required parking rates likely overstate the need. Last, a well-planned resort base with a variety of guest amenities demonstrates that many skiers do not need a car, and therefore not a parking spot.

Residential and Hotel Uses: Data collected from two nearby hotels (containing both hotel units and residential units) support the occupancy type and demand specifically for those uses:

- At Stein Erickson Lodge, during the winter only about 10% of the guests will rent a car, 70% will use private/shuttle/taxi, and 20% use Uber/Lyft. In the summer, the car rentals are higher: 35% rent a car, 35% will use private/shuttle/taxi, and 30% use Uber/Lyft. While guests are on the property, more than 90% use the shuttle service for in-city use, such as trips to Old Town.
- At Montage, the numbers are similar with about 30% of the guests bringing their own vehicles (rental or otherwise). Due to better weather and regional side trips such as visiting national parks, the number of private cars is closer to 50% of all guests.

Similar conclusions can be drawn from this data: a large number of guests prefer to not drive, and park, at hotels at the Snow Park area.

3. Parking needs for non-dwelling Uses, including traffic attracted to Commercial Uses from Off-Site.

The current and future Snow Park area provides the vast majority of parking for visitors of Deer Valley. These visitors have been and will continue to be patrons of non-dwelling uses. Traffic attracted to the commercial uses will be from those visitors who are already on-site, meaning very few net new parking demands, as discussed in the Snow Park Village Transportation Analysis report. Section 12 of the report discusses the methodology and results of applying the Urban Land

Institute's (ULI) "*Shared Parking*". This report also incorporates the reduction of trips due to the proposed paid parking at Snow Park.

Data collected by the Roaring Fork Transportation Authority (RFTA) suggested that after two years of implementation of paid parking at the resorts in Aspen, an increase of up to 35% was experienced in transit ridership. This is well above the 20% parking demand reduction due to paid parking assumed for Snow Park and implies that the proposed parking will be sufficient for the demand with the implementation of paid parking.

4. An analysis of time periods of Use for each of the Uses in the project and opportunities for shared parking by different Uses. This shall be considered only when there is Guarantee by Use covenant and deed restriction.

This analysis is not applicable as there will be no use covenants or deed restrictions because all of the parking will be owned and managed by a single entity.

5. A plan to discourage the Use of motorized vehicles and encourage other forms of transportation.

The specifics of these elements is discussed in great detail in the Transportation Analysis. The Snow Park project as proposed has several elements to meet this criterium. This includes:

- A mobility hub located in the heart of the project, that includes easy walking access to the development and the main gondola;
- On-going coordination with Park City Transit and Hi Valley Transit to ensure transit service is well-coordinated;
- Bicycle racks in several locations along with a plan to ensure cyclists have on-road designation;
- A TDM plan that outlines policies and programs to support visitors and employee's transportation options.
- The design of Snow Park has specific curbspace and geo-fenced area dedicated to TNCs (Uber/Lyft)

6. Provisions for overflow Parking during peak periods.

Deer Valley has provided overflow parking during specific ski days in the past by managing on-street parking along Deer Valley Drive on busy days. This is by agreement with PCMC in the existing Development Agreement. The proposed project will eliminate on-street parking on Deer Valley Drive during normal resort ski day operations. Therefore, should overflow parking be required,

Deer Valley Resort will work with the City to provide overflow parking at remote locations, with accompanying transit/shuttle service, unless otherwise approved by City Council through the Special Event process.

7. An evaluation of potential adverse impacts of the proposed Parking reduction and Density increase, if any, upon the surrounding neighborhood and conditions of approval to mitigate such impacts.

As stated in item 6 above, Deer Valley will no longer use Deer Valley Drive for overflow parking during the normal resort ski day operations. In the event of overflow parking, Deer Valley Resort will utilize their intuitive wayfinding system, in coordination with the City, to direct day skiers to designated overflow parking areas at remote locations. Deer Valley Resort will not direct skiers to the surrounding neighborhoods. Parking concerns in the surrounding neighborhood would be enforced by Park City Municipal parking enforcement.

FEHR PEERS

MEMORANDUM

Date: October 1, 2021

To: Rich Wagner, Deer Valley

From: Fehr & Peers

Subject: Snow Park Village MPD Parking Response

UT20-2245

The current parking experience at Deer Valley follows a well-established surface parking scenario, typical of ski resorts. There are five large surface lots that hold approximately 1,340 cars. There is also a long-standing agreement with Park City to allow for overflow parking on parts of Deer Valley Drive on peak visitation days.

The proposed redevelopment of the base area (Snow Park) will change the parking experience in three significant ways:

- Parking will be in structures;
- There will be a paid parking program, with variable pricing based on season and demand;
- There will be a robust parking management program that includes parking and availability information to visitors as they approach the development, parking garages, and once within.

The proposed parking garages will be on four levels. Each level will have a prescribed function as outlined below. Parking loading will be managed level by level, utilizing guest services staff and electronic messaging. To help ensure that the majority of traffic coming to Snow Park does not conflict with transit on Doe Pass Road, signing and striping will direct the majority of personal vehicles to use Deer Valley Drive east to then enter the garages, while transit and shuttle vehicles will be directed to Doe Pass. The primary entrances to the garages will be from Deer Valley Drive east. There are no internal garage connections between levels allowing each level of the garage to serve as an independent programmable parking resource. The layout and uses are shown in the attached *Parking Allocation* figure.

P1 Parking – this level will be divided between two user groups with a total of 406 stalls. Hotel/condo uses will have 202 stalls. The other 204 stalls may be utilized by valet parking and/or credentialed access users. Access to this area is from Doe Pass near the intersection Deer Valley Drive west.

P2 Parking – this level will have 368 stalls. It will primarily be used for winter day skiers and summer resort guests during those seasons, transient parking and special event parking during event periods. Access is primarily to/from Deer Valley Drive, however an auxiliary entrance/exit is provided accessing Doe Pass to add flexibility in managing ingress/egress and minimize potential congestion.

P3 Parking – the primary users for this level will be similar to P2; day users, transient parking, special event parking as well as space dedicated to ski school drop-off/pick-up. There are 375 stalls for these uses. There are an additional 80 stalls for hotel/condo use, for a total of 455 stalls. Access is primarily to/from Deer Valley Drive, however an auxiliary entrance/exit is provided accessing Deer Valley Drive West/Royal Street intersection.

P4 Parking – there are 90 stalls for ski school, valet, and short-term parking on this level. "Short-term" means for visitor parking less than 30 minutes for such purposes as pick-up/drop-off, kiss 'n' ride, and so on. The balance of the parking on this level is 41 for hotel/condo uses.

North Parcel – The north parcel will consist of an additional 450 stalls. These will initially remain surface parking. This area will eventually consist of two levels, NP1 and NP2, and the total parking stalls will remain at 450. The north parcel will have the same level of parking management, including paid parking, and parking management technology and communications.

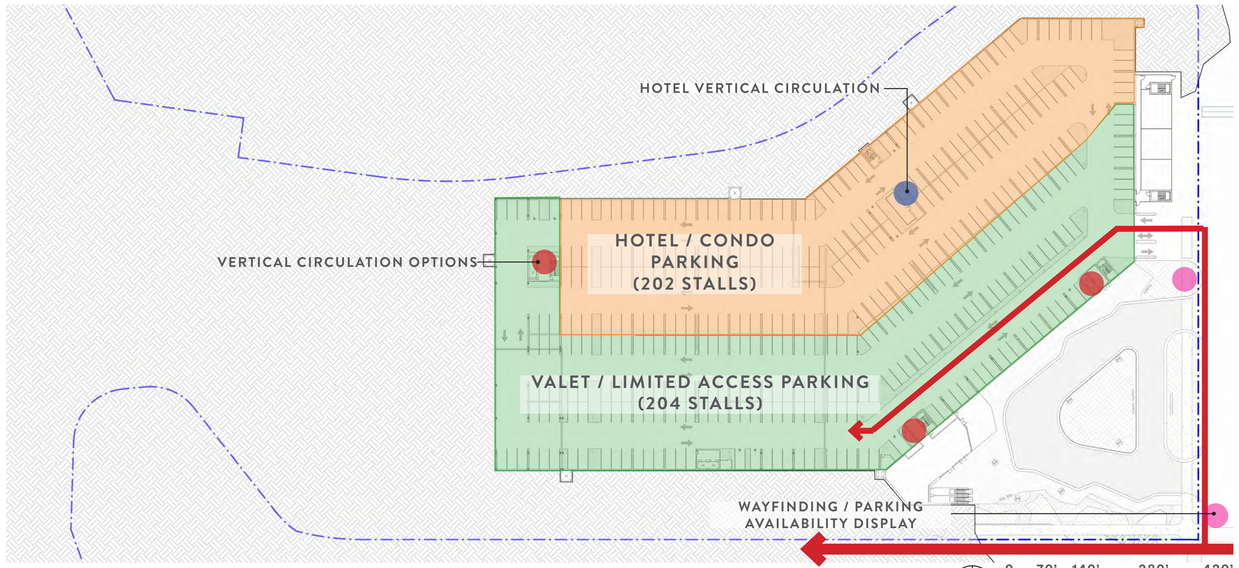
Paid parking will be designed so that transactions for inbound traffic do not cause delays which could impact the surface streets. The price will vary by season and is an important tool to encourage all visitors to carpool or take transit. The method of parking operation is intended to charge vehicles accrued fees for storage based on the length of stay. Signs and parking processes will be designed to maximize efficiency and minimize congestion.

Communicating parking availability by level will be integrated into the design of Snow Park. Parking information will be part of the dynamic wayfinding program included in the development. This information will be available to the visitor via electronic messaging at key decision points along Deer Valley Drive, including at the newly-configured "Y" intersection of Deer Valley Drive, and as

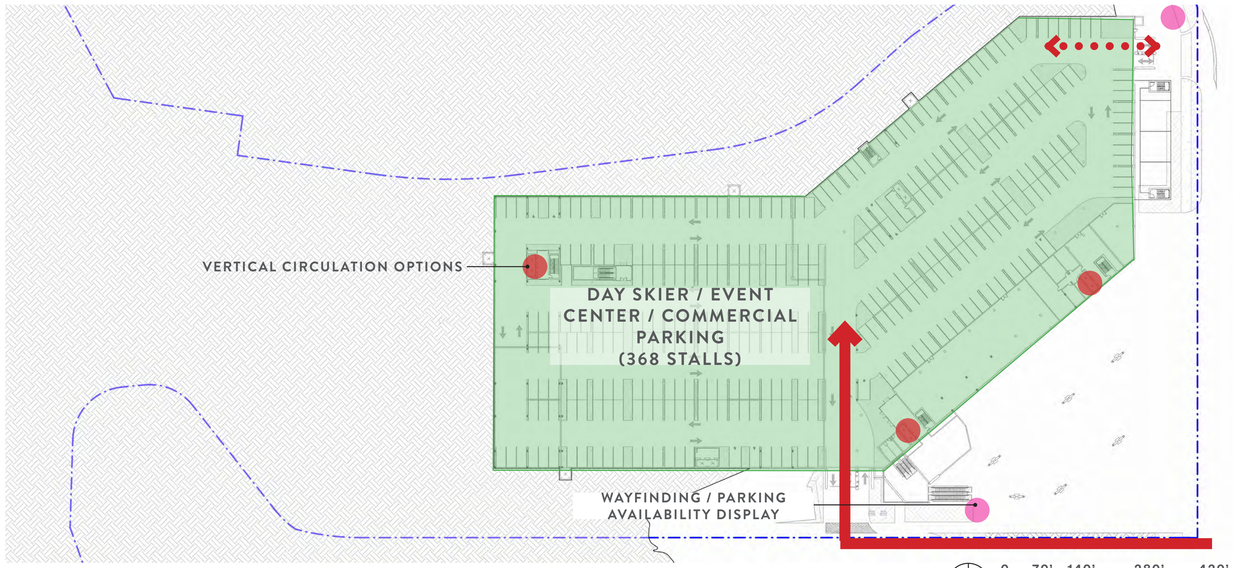
the driver approaches the garage entrances. Parking communication may also be integrated into various phone and web apps operated by the resort, city, county, etc.

Once inside the parking levels, parking availability and general internal wayfinding will be incorporated into the design. The exact technology(s) and vendors have not been determined at this point, but it will employ the most appropriate and technologically advanced parking and transportation technology and tools to ensure an efficient and user-friendly parking experience.

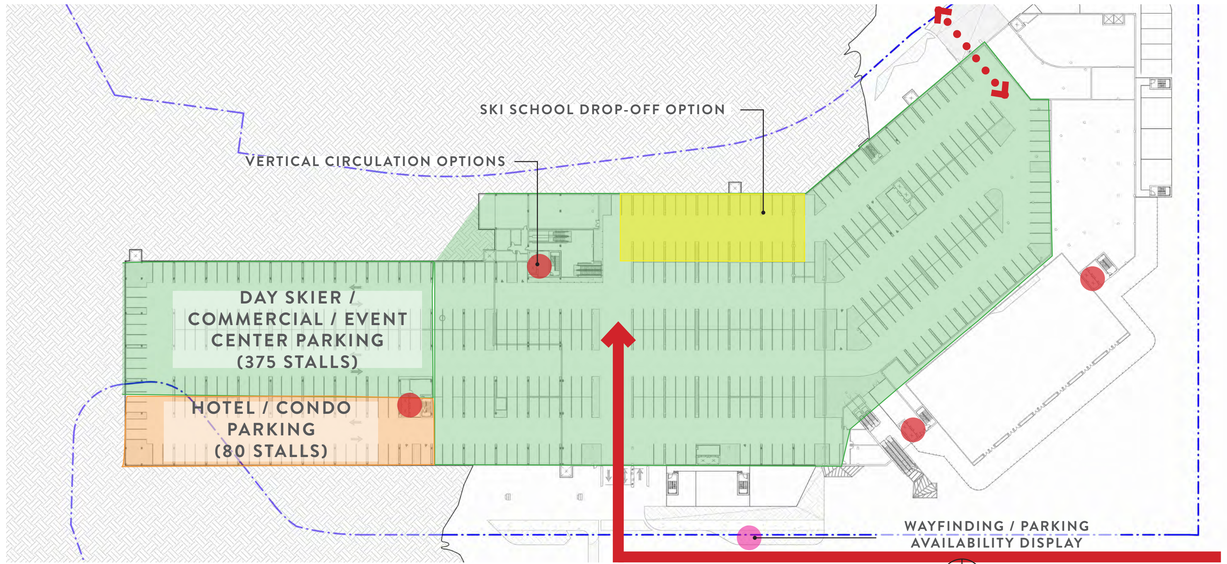
PARKING ALLOCATION



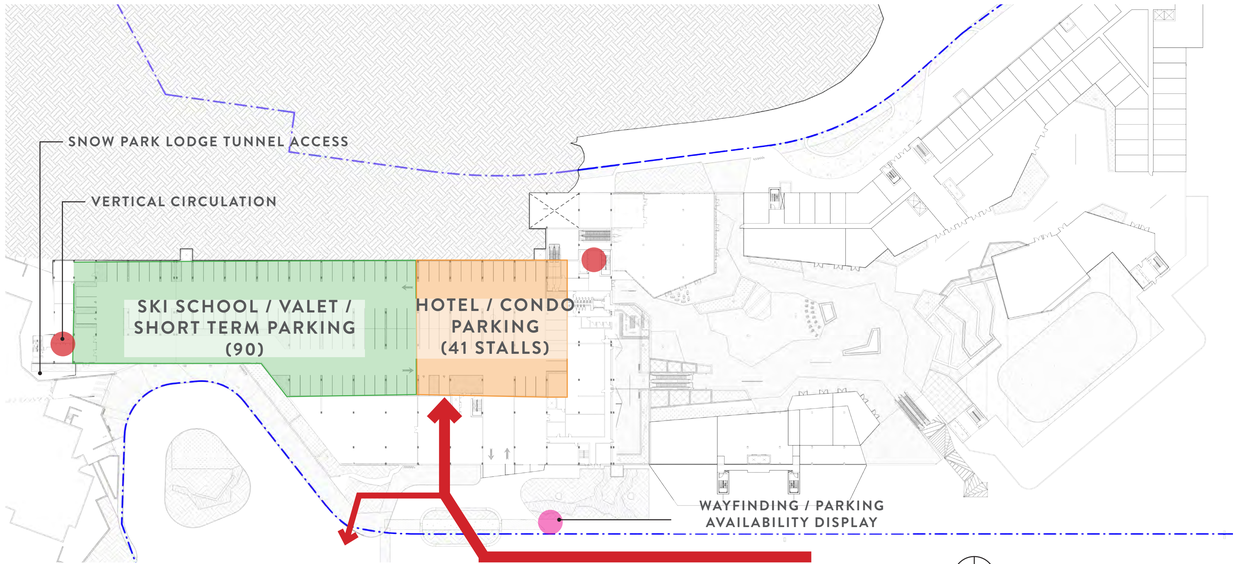
P1 PARKING LEVEL PLAN



P2 PARKING LEVEL PLAN



P3 PARKING LEVEL PLAN



P4 PARKING LEVEL PLAN

Snow Park Village

TDM Plan

Prepared for:
Deer Valley

October 2021

UT20-2245

FEHR PEERS

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1. Project Description and TDM Approach

This Transportation Demand Management (TDM) Plan describes the proposed approach to reduce the total number of vehicle trips at the Snow Park Village project at Deer Valley Resort in Park City, Utah. The Park City Municipal Corporation (PCMC), through its planning department review of the project application, has requested that a standalone TDM Plan be developed for the project. In addition, the City adopted a TDM Plan in 2016 that specifies how the City seeks to reduce vehicle trips through TDM strategies. A reduction in vehicle trips will reduce local pollution, greenhouse gas emissions and improve the quality of life for all who live and work in Park City by minimizing changes in vehicle traffic.

This document describes how Deer Valley intends to reduce the number of single-occupancy vehicle (SOV) trips to Snow Park Village using a variety of TDM options. This plan is based heavily on PCMC's existing TDM plan and strategies therein, adopted in August 2016.

1.1 Project Description

Snow Park Village proposes to repurpose the existing surface parking lots of the Snow Park base area at Deer Valley Resort for a mixed-use development including hotel, rental residential, retail and events center uses. Snow Park Village is approximately 1.5 miles from downtown Park City and approximately 2.5 miles from the Pak City Mountain Resort base area. Snow Park Village's location in Park City is shown in **Figure 1**.

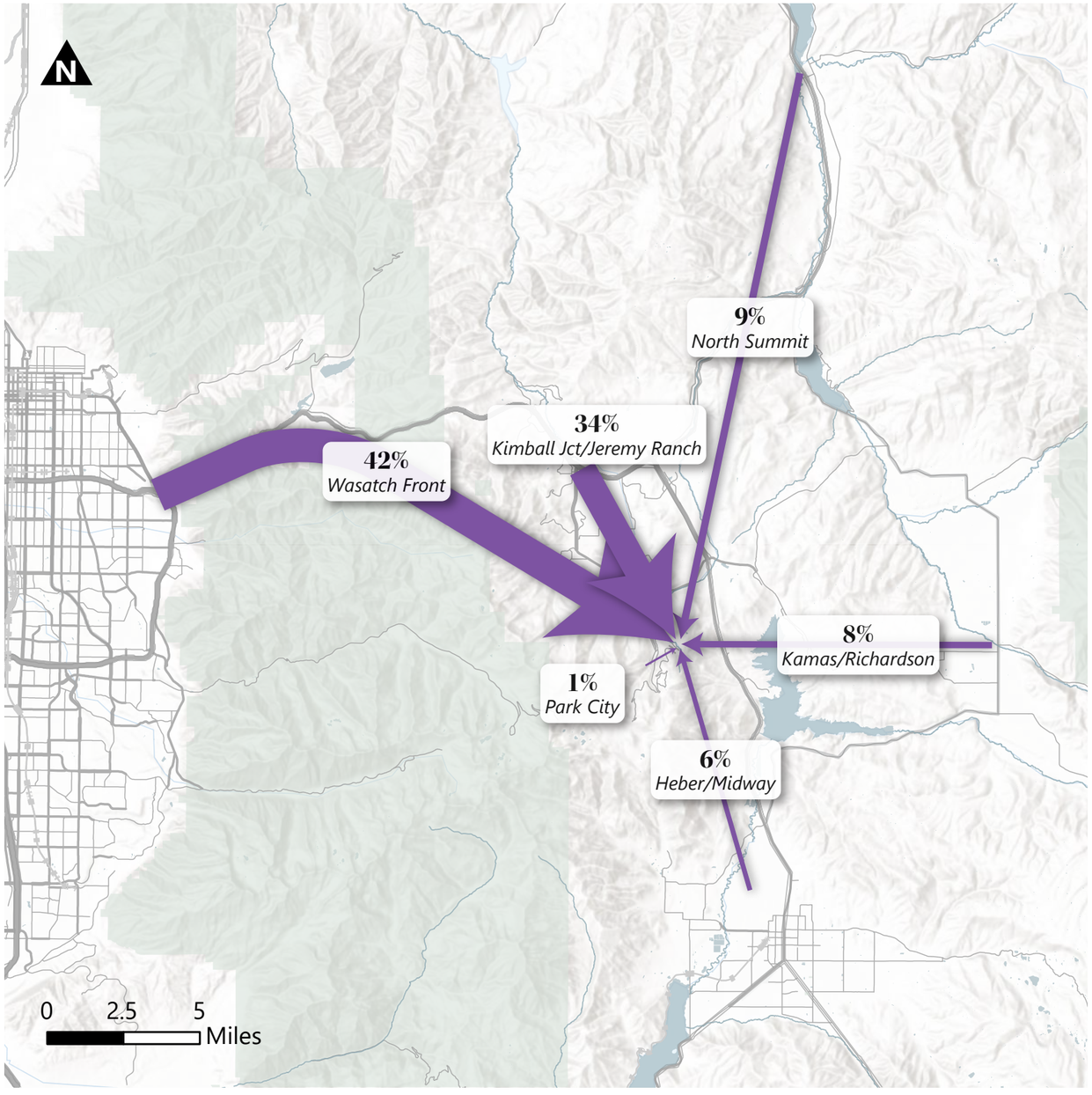
The bulk of activity at the Snow Park Village is expected to take place during normal business hours. Parking at the site will be priced and include standard and ADA-compliant spaces. Central to the success of the project, a multimodal mobility hub is proposed on Deer Valley Drive, will facilitate non-automobile connections to key destinations in Park City, elsewhere in Summit County, and the Salt Lake Valley. Full build-out of Snow Park Village will include a network of dedicated pedestrian paths within the project, as well as connections to area cycling and pedestrian facilities.



Project Location

1.2 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 Snow Park from using single occupant vehicles to options other than driving alone. The following sections describe the menu of transportation choices that will make it easier and more convenient to use modes other than driving alone. Through an evaluation of anonymized mobile phone data, provided by a third-party vendor, this Plan has been assembled with the knowledge that a substantial portion of those traveling to and from Deer Valley do so from points around the region. The origins and destinations of Deer Valley's guests and employees are dispersed throughout northern Utah, with the largest share traveling to and from points along the Wasatch Front, as shown in **Figure 2.** This variety of travel patters requires a robust and diverse program to reduce drive alone trips. A diverse and flexible TDM program will allow Deer Valley to match the transportation services to the travel needs of all traveling to and from Snow Park Village. The TDM Plan described in the following sections supports the project's commitment to managing vehicle traffic to and from Snow Park Village while maintaining flexibility in response to changing travel behavior and regional transportation investments.



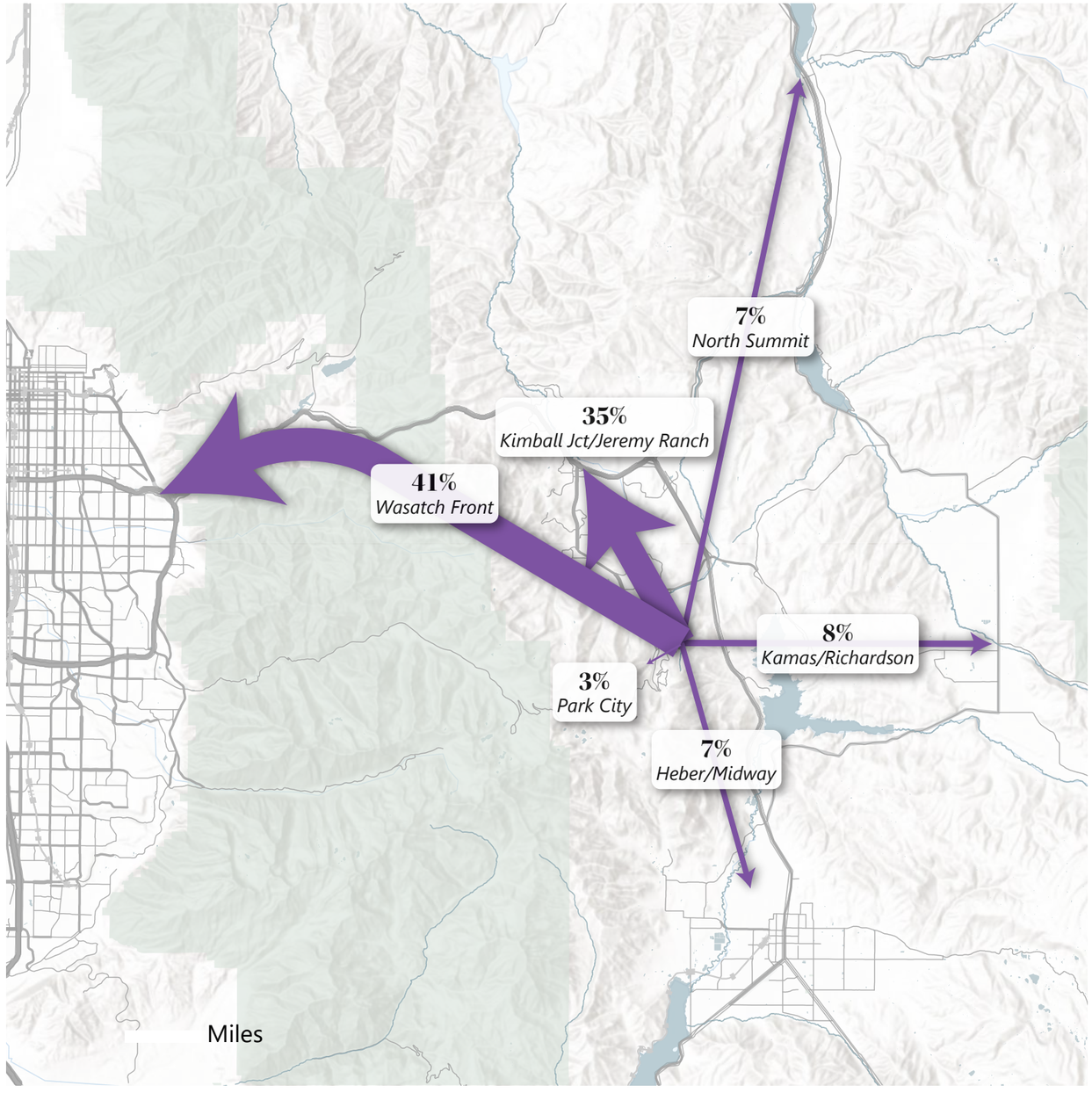


Figure 2

Deer Valley Origin-Destination AM Incoming - PM Outgoing Trends

2. Snow Park Village TDM Program

2.1 Primary TDM measures

Deer Valley will provide a variety of opportunities for those traveling to and from Snow Park to choose travel modes that are not driving alone. These are categorized as incentivizing using transit, riding a bicycle, sharing a car, or some combination thereof. A summary of the Primary TDM measures can be found in **Table 1**.

Table 1: Primary TDM Measures

Measure	Description
Transit pass subsidy	Subsidized UTA transit passes for Deer Valley employees living in Salt Lake Valley and Utah Valley
Bicycle Amenities and Perks	Bicycle repair tools and dedicated bicycle parking at key locations
Education and Promotion	Educational and promotional events to encourage travelers to use by modes other than driving alone.
Parking Management	Efficient, constrained, and priced parking to discourage drive-alone trips
Employee Transit	Operate designated employee transit to facilitate efficient employee commutes through an appealing alternative
Real-Time Messaging	Communicate traffic conditions in real time to travelers
Appoint a TDM Coordinator	Identify a staff member to oversee the TDM program

Source: Deer Valley

More detailed descriptions of the Primary TDM Measures can be found below.

To incentivize traveling by bicycle, Deer Valley plans to implement the bicycling-based TDM strategies listed in **Table 2**.

Table 2: Bicycling and Walking TDM Strategies

Biking/Walking Strategies	Description
Implement Bicycle Parking at Key Destinations and Transit Stops	Snow Park Village's site plan includes the provision of safe and convenient locations to park bicycles, encouraging their use and removing barriers such as frustration in finding secure parking and bicycle theft. This includes the proposed mobility hub on Deer Valley Drive, a key connecting point for trips to and from Snow Park.
Install Bicycle Repair Stand	Deer Valley will install a do-it-yourself bicycle repair stand at the proposed mobility hub on Deer Valley Drive. The repair stand may include an air pump and basic tools to make minor bicycle repairs.

Source: Deer Valley

To incentivize traveling by modes other than driving alone, Deer Valley plans to implement the parking-based TDM strategies listed in **Table 3.**

Table 3: Demand Management TDM Strategies

Demand Management Strategies	Description
Implement Real-Time Information Messaging	Deer Valley plans to work with the City and UDOT to deploy VMS boards and other messaging systems at key locations, including approach roads, parking areas, and ski lift bases, to inform those traveling to and from Snow Park Village of current traffic and parking conditions. Additionally, Deer Valley will use its website, social media platforms, and mobile application to notify guests in real time. This will enable visitors to make more informed transportation choices allowing for better demand management.
Provide Additional Evening Recreation Opportunities/Amenities:	Providing additional activities, food and beverage options, and/or entertainment for visitors after the ski day has ended is an essential element of the Snow Park Village proposal. Providing opportunities for day skiers to linger at the base area longer will better distribute peak-hour outbound vehicle trips.

Source: Deer Valley

To incentivize traveling by modes other than driving alone, Deer Valley plans to implement the parking-based TDM strategies listed in **Table 4.**

Table 4: Policy-Based TDM Strategies

Policy Strategies	Description
Provide Employee Housing	Deer Valley has and will continue to provide subsidized housing for its employees in and around Park City. The locations of this housing allow for shorter commutes with access to public transit or shuttles, and increases the likelihood of ridesharing among employees.

Source: Deer Valley

To incentivize traveling by modes other than driving alone, Deer Valley plans to implement the parking-based TDM strategies listed in **Table 5.**

Table 5: Parking TDM Strategies

Parking Strategies	Description
Implementation of Efficient Parking Schemes	Deer Valley will continue to assess the need for remote or satellite parking areas for days on which parking demand requires additional capacity beyond that which is provided at the base area itself.
Implement Parking Demand Management	A fundamental aspect of Snow Park Village's proposed parking system is to charge for parking, a direct incentive to those traveling to Deer Valley to more efficiently utilize vehicle capacity, specifically for day skiers. The cost of parking at Snow Park Village will be set at a level that should incentivize higher-occupancy vehicles when traveling to and from Snow Park, a direct disincentive to drive alone.

Source: Deer Valley

To incentivize traveling by modes other than driving alone, Deer Valley plans to implement the programmatic TDM strategies listed in **Table 6.**

Table 6: Program-Based TDM Strategies

Programmatic Strategies	Description
Establish a TDM Coordinator	Deer Valley will identify an existing staff member to act as the TDM coordinator, a central source for TDM program information. The TDM coordinator may fill many roles, but may be responsible for: real-time messaging of traffic conditions to travelers, distribute information on new or adapted TDM program offerings, and evaluate the effectiveness and use of TDM program elements.
Provide Tailored Information and Promotions	Deer Valley will develop and distribute targeted messaging and promotions to ensure that different user groups are aware of the TDM measures most relevant to their needs. These promotions may include gamification to further incentivize non-drive alone trips. Deer Valley supports a mobile app by employees that allows them to organize rides sharing, and identify transit, bike and walking options for their commute. The application also offers incentives to Deer Valley employees for not driving alone to work.

Source: Deer Valley

To incentivize traveling to and from Snow Park by transit, Deer Valley plans to implement the transit-based TDM strategies listed in **Table 7.**

Table 7: Transit TDM Strategies

Transit Strategies	Description
Provide Employee Transit	To complement public transit service and supplement in certain areas where public transit may not yet exist, Deer Valley will continue to provide private employee transit to and from Snow Park to allow Deer Valley employees to travel longer distances (such as from Heber City) on employee shuttles.
Subsidize Transit Passes for Inter-City Commuters	Deer Valley provides subsidized Utah Transit Authority passes to employees commuting to Deer Valley from Utah and Salt Lake Valleys.

Source: Deer Valley

3. Program Monitoring and Adaptation

Deer Valley has a strong interest in making trips to and from Snow Park Village as efficient and enjoyable as possible. Doing so is not only a way to improve the overall experience for all who visit Snow Park, but it also allows Deer Valley to contribute to shared goals for reducing traffic impacts within Park City and Summit County.

As a result, Deer Valley will conduct internal monitoring to best understand how various user groups are getting to Snow Park, how best to improve their experiences, and how to optimize their experience while minimizing their impact on area traffic and the environment. Elements of the TDM program may be adapted, added, or eliminated over time as Deer Valley strives to achieve maximum effectiveness with its TDM program. The Snow Park TDM program will change over time as travel behaviors change and the transportation context around Snow Park evolves.

With ongoing updates to local transit service operated by both Park City Transit and High Valley Transit, Deer Valley will strive to avoid duplication of transit service offerings. Deer Valley's TDM program is intended to support the use of public transit among the public rather than act as an alternative to public transit service. As public transit coverage expands, Deer Valley will adapt its program to support local transit agencies.

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

TECHNICAL MEMORANDUM

Date: Monday, October 18th, 2021

To: John Robertson, City Engineer

Cc: Alexandra Ananth, Senior Planner

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

Subject: Snow Park Village TA Review

Purpose

WCG was asked to review the submitted materials 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 transportation analysis (TA) was completed by Fehr & Peers and is dated April 2021. The review of the TA and our comments are provided in the following memorandum.

Summary

The TA includes an analysis of three intersections:

- Deer Valley Drive N / Deer Valley Drive S
- Deer Valley Drive (SR-224) / Marsac Avenue / Bus Terminal (roundabout)
- Deer Valley Drive / Bonanza

The study analyzes existing and plus project conditions for existing 2020, opening year 2022 and future 2040 conditions. The study recommends that the Deer Valley Drive N / Deer Valley Drive S intersection be reconfigured so that the through movement is Deer Valley Drive N. In addition, a signal is recommended at this intersection with transit signal priority capabilities. No other mitigation measures are recommended. The study includes a discussion on transportation demand management (TDM) strategies. The study also includes a parking analysis that recommends a 20 percent reduction in parking requirements for the proposed development.

Key Concerns

After completing a thorough review of the TA, this is a short summary of our key concerns. Our detailed comments are outlined in the Review section.

- The study area and intersections don't fully capture the influence area of the development. Internal accesses, drop-offs, mobility hub, etc. weren't evaluated.
- The trip reductions appear to be unreasonably high. Please re-evaluate and provide additional justification.
- The trip distribution doesn't appear to match the origin – destination data collected.
- Please provide details on the existing transit data collection and what transit improvements will be implemented to put transit first. The current plan does not appear to implement

Park City's transit first policy. The transit mobility hub is located at the far end of the development while the vehicle drop-off is located right next to the ski lift base.

- Please provide an Active Transportation Plan.

Review

After completing an initial review of the TA, WCG has the following observations, comments, and questions:

1. In addition to the three intersections identified above, the study should also include the intersection of Bonanza Drive / SR-248 and Park Avenue (SR-224) / Deer Valley Drive signalized intersection. The study notes that the reported level of service (LOS) at the Bonanza Drive / Deer Valley Drive is likely incorrect because "it is often impacted by vehicle queues spilling back to this intersection from the upstream intersection at Park Avenue / Deer Valley Drive in the PM peak hour". In order to better evaluate how traffic is truly operating at these intersections, they both need to be included.
    a. It is our understanding that the Park Avenue (SR-224) / Deer Valley Drive intersection is being evaluated as part of the proposed Park City Mountain Resort development. Although this project may recommend and implement improvements to this intersection, it is still recommended that it be included in the Deer Valley analysis to more accurately represent conditions at the study intersections.
2. The study also does not analyze the Doe Pass Road intersections, the proposed accesses, the mobility hub, drop off areas, or internal circulation. Please include these in the analysis and identify any mitigations measures needed at these locations.
    a. Please include analysis on the mobility center, circular drop off, hotel drop off and ride share drop off areas, including peak demand, dwell times, queuing, operations, etc. to ensure that these areas are designed adequately and will not result in excessive queuing and operational issues.
3. The report is a little unclear about whether the counts at Deer Valley Drive North / Deer Valley Drive South were collected on both February 15 and February 29, or whether the AM counts were completed on the 15th and the PM counts were completed on the 29th. The report indicates that the President's Day weekend is the busiest ski weekend of the year. If the PM counts were collected on the 29th, were they adjusted to President's Day weekend (similar to the December counts?) Also, please include the count data in the appendix.
4. The analysis uses Highway Capacity Manual (HCM) methodology to determine the LOS, but does not simulate the study intersections. We recommend that the network be simulated a minimum of 10 times to determine a more accurate assessment of traffic operations and queuing impacts in the study area. For example, the Bonanza Drive / Deer Valley Drive intersection is shown to operate at LOS B through 2040, however using a simulation analysis will likely show that the LOS and associated delay is more negatively affected by queuing at the Park Avenue (SR-224) / Deer Valley Drive intersection.

5. The origin-destination data suggests that 34 – 35 percent of the traffic to / from Deer Valley is related to the Kimball-Jeremy area and is a good candidate to encourage shifting to transit. Does the StreetLight data only include vehicles, or could some of these visitors already be using the transit system? Is there a way to use the StreetLight data to get more information about existing transit use? Park City also has good transit data that could be utilized in the analysis.
6. The report explains that the MXD+ methodology was used to calculate trip reductions. However, there is no MXD+ output or assumptions included in the appendix for review. Please add to the report.
7. The MXD+ methodology was developed using data from more traditional mixed use developments and transit oriented developments (TODs), such as City Creek in Salt Lake City and others in large cities. The characteristics at a resort will likely be different, and will likely result in smaller reductions than would be expected at a more traditional TOD in a large city. Please explain any adjustments that were made to the MXD+ methodology to account for these differences?
8. The MXD+ methodology calculated a transit reduction of 1.9 – 3.0 percent. An additional transit reduction was also applied based on the new transit hub, “direct access to frequent and free transit,” and paid parking. The additional reduction was between 17.3 – 17.6 percent, resulting in almost 20 percent overall transit reduction. The existing transit system already provides direct access to the resort with frequent and free transit. In addition, given the luxury resort nature of Deer Valley, a nominal additional parking fee will likely not move visitors to transit as assumed.
9. What data was collected on the existing transit use? Approximately what percent of the Deer Valley visitors are currently using transit, shuttles, taxis, rideshare, etc? What is your proposed future assumption?
10. Transit ridership is often correlated to the cost of parking. What is the paid parking plan and rate structure at the development?
11. The MXD+ methodology calculated an internal capture reduction of 1.9 – 10.6 percent. An additional internal capture reduction was added to all land uses including a 95 percent reduction to the multifamily and commercial uses, along with 10 percent of the hotel use. This results in a 97 percent reduction in trips for the multi-family and commercial uses, and removes over 75 percent of all the trips generated by the development. It appears that this is double counting both the transit and internal capture reductions. Although the multi-family units will house workers that can now walk to work, other non-work trips should be included (shopping, school, personal activities, etc.) which will result in more trips than 3 percent of a normal multi-family development.
    a. The walking / biking reduction also appears to be high at 3.4 – 4.6 percent. Most visitors to a ski resort aren’t walking or biking to the resort, hotel, or other amenities.
    b. Please re-evaluate all trip reductions, which appear to be higher than is reasonable.

12. The trip distribution outlined in the report assumes 15 percent distribution to the west (using accesses along Deer Valley Drive), an additional 5 percent west (using the transit hub access at the Marsac roundabout) and another 10 percent south (using Marsac Avenue). Each of these distributions are toward Park City Old Town or Park City Mountain Resort (PCMR). However, the origin destination data indicates that only 1 – 3 percent of visitors to Deer valley travel to / from this area with the remainder travelling to/from SR-224 or SR-248.
    a. The trip assignment shows 82 PM peak hour trips at the Marsac Ave / Deer Valley Drive roundabout, but the PM trip generation is 81 trips.
13. The analysis shows the primary circulation on Deer Valley Drive North with Deer Valley Drive South providing secondary circulation to the site, which resulted in 80 percent of the traffic on Deer Valley Drive North. How will this shift in travel patterns be enforced? Deer Valley Drive South provides a shorter distance to the parking garage and is consistent with familiar travel patterns. Please provide additional justification for assignment 80 percent of the traffic to Deer Valley Drive North as it isn't readily clear why 80 percent of vehicles will travel further to access the parking structure.
    a. Please discuss what measures will be implemented to mitigate traffic volume increases and impacts to adjacent residences along Deer Valley Drive North.
14. Park City has a transit first policy and their modal priority for decision making has active transportation and transit as a higher priority than general purpose traffic. Please expand on how this development prioritizes transit and multimodal improvements and implements this policy.
15. Please provide details related to the additional benefits of transit signal priority proposed for the signal at the Deer Valley Drive North / Deer Valley Drive South intersection. Does the proposal include an exclusive transit lane at the intersection or for a portion of the overall route? Was this assumed to increase transit capture and travel times? If so, by how much?
16. Chapter 10 estimates an additional 11 percent reduction in trip generation based on TDM strategies. Please explain how this calculated.
17. Please include the parking counts that were collected during ski season from 2016 to 2020 in the appendix along with an explanation of how peak periods were accounted for and any variability related to parking demand.
18. Please provide a sensitivity analysis related to your shared parking assumptions. For example, the second parking table in the appendix shows that the base parking rate for the hotel indicates a need for 167 parking stalls. The reduction calculations drop this to 27 stalls. This appears to be unreasonably high when considering assumptions related to paid parking, TMD, transit, etc.
19. There is no mention of active transportation improvements in the report, although a large reduction in traffic is assumed with a shift to walking and biking. Please submit an active transportation plan that addresses the following areas:

a. Identify trails, bike lanes, bike parking, connections, crossings, improvements, etc.
b. Identify active transportation crossings and conflict points and identify mitigation measures to ensure safety and address sight distance at these locations. Ensure that pathway connections will meet pedestrian and bicycle volumes, specifically in regards to 10’ vs. 12’ paths.
c. Please also address how active transportation routes will be kept usable during the winter months, including the intermodal hub.

20. Please provide a snow removal plan.
21. Please see the TMD comments in the TMD comment memorandum plan.
22. Please see parking comments in the parking memorandum.
23. Please submit a roadway signage plan.
24. The proposed dead end of Deer Valley South is very near the relocated lift base and will likely become a popular drop off area due to the close lift proximity. Please address this concern and potential mitigations in your report.

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

TECHNICAL MEMORANDUM

Date: Monday, October 18th, 2021

To: John Robertson, City Engineer

Cc: Alexandra Ananth, Senior Planner

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

Subject: Snow Park Village Parking Review

Purpose

WCG was asked to review the submitted materials 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. A memorandum entitled Snow Park Village MPD Parking Response was completed by Fehr & Peers and is dated September 21, 2021. The review of the Parking Response memo and our comments are provided in the following memorandum.

Summary

The Parking Response memo provides responses to the seven items required by Park City Municipal Code 15-6-5(E) for a parking analysis and reduction request.

Review

After completing an initial review of the Parking Response Memo, WCG has the following observations, comments, and questions:

1. The parking response table under item 1 (pg. 1) shows 206 stalls are required for the hotel, and 198 stalls are required for the residential component. However, the parking analysis completed in the TIS showed 216 stalls for the hotel and 188 stalls for the residential component. Please doublecheck and fix.
2. The second parking rate table in the TA (pg. 118) shows a total number of parking stalls on a weekend to be 1,984 stalls. This is different than the 20 percent reduction taken for all land uses to get to 1,810. Please explain why these are different.
3. Item 2 states that there are few, if any, peer ski resort developments to which Snow Park can be compared. However, the mixed-use development at the Canyons includes commercial, hotel, and residential within Summit County. This a very similar development that could be used to collect comparable data.
4. Item 3 states that after two years of implementation of paid parking at the resorts in Aspen, an increase of up to 35% was experienced in transit ridership. However, the report then mistakenly compares this to the assumed 20% parking reduction. Even if transit ridership increases by 35%, that does not necessarily equate to a 35% reduction in parking.

5. As noted in Item 4, a shared parking analysis is not applicable for this development, although not just because there is no plan for covenants or deed restrictions. It is also because essentially all the land uses will be using the parking spaces at the same time, during operating hours. Even residential housing which could normally be assumed to be lower during the day due to people leaving for work, would not apply in this case because the housing is meant for employees who work on site, and would therefore leave their car parked during the day.
6. Deer Valley Resort has numerous other parking areas that are not included in the parking analysis. Please provide information on these lots so that we can have a more comprehensive understanding of how parking will function at the resort. Will the City park and rides be involved in the parking operations plan?
7. Please provide additional information on how peak day parking operations will accommodate skier volumes and how they will travel to/from the resort from these off-site peak day parking areas.
8. How will Deer Valley's parking plan compliment the City's Transit First policy?

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

TECHNICAL MEMORANDUM

Date: Monday, October 18th, 2021

To: John Robertson, City Engineer

Cc: Alexandra Ananth, Senior Planner

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

Subject: Snow Park Village TDM Review

Purpose

WCG was asked to review the submitted materials 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 Transportation Demand Management (TDM) Plan was completed by Fehr & Peers and is dated October 2021. The review of the TDM and our comments are provided in the following memorandum.

Summary

The TDM describes the proposed approach to reduce the total number of vehicle trips at the Snow Park Village project at Deer Valley Resort in Park City, Utah. The plan outlines numerous measures within the following categories:

- Primary TDM Measures
- Bicycle & Walking TDM Strategies
- Demand Management TDM Strategies
- Policy-Based TDM Strategies
- Parking TDM Strategies
- Program-Based TDM Strategies
- Transit TDM Strategies

Key Concerns

After completing a thorough review of the TDM, this is a short summary of our key concerns. Our detailed comments are outlined in the Review section.

1. Provide more detail on initiatives, how they will be accomplished, and how specific user groups will be targeted.
2. Develop a monitoring system and annual check in with Park City to evaluate success in relation to specific goals and further improving the TDM program.

Review

After completing an initial review of the TDM, WCG has the following observations, comments, and questions:

1. Please identify user groups, not just modes, when identifying initiatives. What initiatives can best encourage day users, employees, overnight users, etc. to use transit, carpool, vanpool, etc.?
2. Are UTA transit passes fully subsidized or partially subsidized for Salt Lake Valley and Utah Valley residents? A fully subsidized pass would further promote transit for these employees.
3. Please provide more detail on the employee transit system. What are the routes and headways? How will it be different than the public transit system? Is this different than the shuttle system? How many employees currently use this and how many are expected to in the future
4. Please provide more detail on the real-time messaging. How will travelers be made aware of traffic conditions? Where will these be located? Please provide an operational plan outlining how this will work in relation to Park City's current efforts.
5. Is the mobility hub the only location that bicycle parking and repair stands will be installed? Are there other key destinations or locations that should be considered? Will there be separate bike facilities for employees?
6. The introductory sentence for Tables 3, 4, and 5 all use the phrase "parking – based TDM strategies" which is confusing when reading through the report. Please fix this typo.
7. Please consider two types of real time information messaging: 1) Traffic Conditions and 2) Parking Availability. We also recommend researching other rail-time information messaging systems for traffic and the parking garage. The description sounds like temporary VMS boards that are updated by individuals monitoring the situation and informing other individuals to update the VMS boards. For traffic conditions, signs like the travel time boards used along the Wasatch Front could be considered. For parking conditions, there are systems that can actively monitor how many stalls are available and convey that information to permanent VMS signs placed on US-40, I-80, and other key locations, without the use of individual monitoring and updating. As drivers get closer, these systems can tell drivers which levels have open parking.
8. Please provide more detail on the employee housing. Is all of the proposed housing with the Snow Park Village project planned to be employee housing? What percentage of Deer Valley employees are housed in and around Park City?
9. What remote lots are planned to be used for Deer Valley? Will this only be for peak days or will this be an everyday occurrence? What users are targeted for these lots? Are the remote lots serviced by transit or Deer Valley shuttles?
10. Will pricing fluctuate based on number of occupants in the vehicle? i.e. will single drivers be required to pay more to park?
11. Please provide more detail on how the TDM Coordinator will work with Park City staff. Will there be regular meetings regarding the progress of TDM initiatives, continued monitoring and updates on the success of each program, coordination on new initiatives, etc.?

12. Here are a few additional TDM initiatives that could be considered:
    a. Work with hotels, and other overnight stay locations to improve messaging that encourages car-optional or “parking once” vacations (websites, rooms, incentives, etc.)
    b. Improve employee education on alternative transportation options to share with guests.
    c. Expansion of the existing E-Bike Share system with the new development.
    d. Make transit as convenient as possible by implementing additional transit network improvements and consider moving the mobility hub to the south end of the development nearer to the ski lifts. The current site plan allows personal vehicles to be dropped off near the lifts, and even the parking garage is closer than transit riders. Transit riders are forced to walk a long distance with skis and equipment to reach the lifts.
    e. It is recommended that Deer Valley meet with Park City staff to identify specific goals for each of the TDM strategies to be met by 2 years and 5 years after project completion. Then Deer Valley and Park City staff can meet annually to monitor the success of each program in relation to the goals set, and what can be done to further improve the program.
    f. Target more day skiers to promote transit and carpooling options. How can day skiers be encouraged to carpool?

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

TECHNICAL MEMORANDUM

Date: Monday, October 18th, 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 Review

Purpose

WCG was asked to review the submitted materials 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 applicant has provided various materials that was the basis for this review.

Transit Review

After completing an initial review of the materials provided, WCG has the following suggestions, comments, and questions in support of Park City's Transit First and Car Optional philosophy.

1. There are additional items that should be considered with the development and surrounding roadways to foster transit prioritization. See concept level figures created by WCG to support the following comments.
    a. Figure 1 – Alternative 1: Two-Way Residential Access + Transit
        i. From the intersection of Deer Valley Dr West and Deer Valley Dr East create transit only roadway. This would be a single lane roadway with a passing zone around the midpoint. It is anticipated the passing zone would be where the existing road has a split median to reduce the impact on the surrounding environment.
        ii. Add a traffic signal at the intersection of Deer Valley Dr West and Deer Valley Dr East with transit prioritization to busses to pass through uninhibited.
        iii. Remove all access points to underground parking on Doe Pass Rd. If access is necessary, it should come off Deer Valley Drive West.
    b. Figure 2 – One- Way Residential Access + Transit
        i. One way roadway circulation around Snow Park Lodge
            1. From the current location on Deer Valley Dr West where the existing road has a split median to create a one-way loop road with busses sharing the lane of travel with vehicles. There are two options for transit stops that can be used with this alternative that could be

initiated and implemented from the roundabout at DVD SR-224/Marsac Ave/Bus Terminal.

a. For the highest transit priority bus stops would be made in the lane of travel as passengers unload and load the bus. Vehicles will be required to stop behind the bus. It would be recommended to re-evaluate the number of bus stop locations along Deer Valley Dr.

b. The next highest transit priority would be the addition of a transit traffic signal at the location of where busses pull out of the lane of travel for loading and unloading. When the loading process is complete it would allow busses re-enter traffic without delay. Once again it would be recommended to re-evaluate the number of bus stop locations along Deer Valley Dr.

2. Relocate the transit hub at the south end of the development closer to the ski resort to reduce how far transit riders must carry ski equipment. Transit stops can be added along the loop for transit riders to exit the bus to visit shops and restaurants.

3. The loop road improves accessibility for emergency vehicles.

c. Both alternatives can support the existing transit use on Deer Valley Drive.

2. What is the applicant's proposal for transit connections or overflow parking for both employees and visitors to Snow Park Village at Deer Valley?

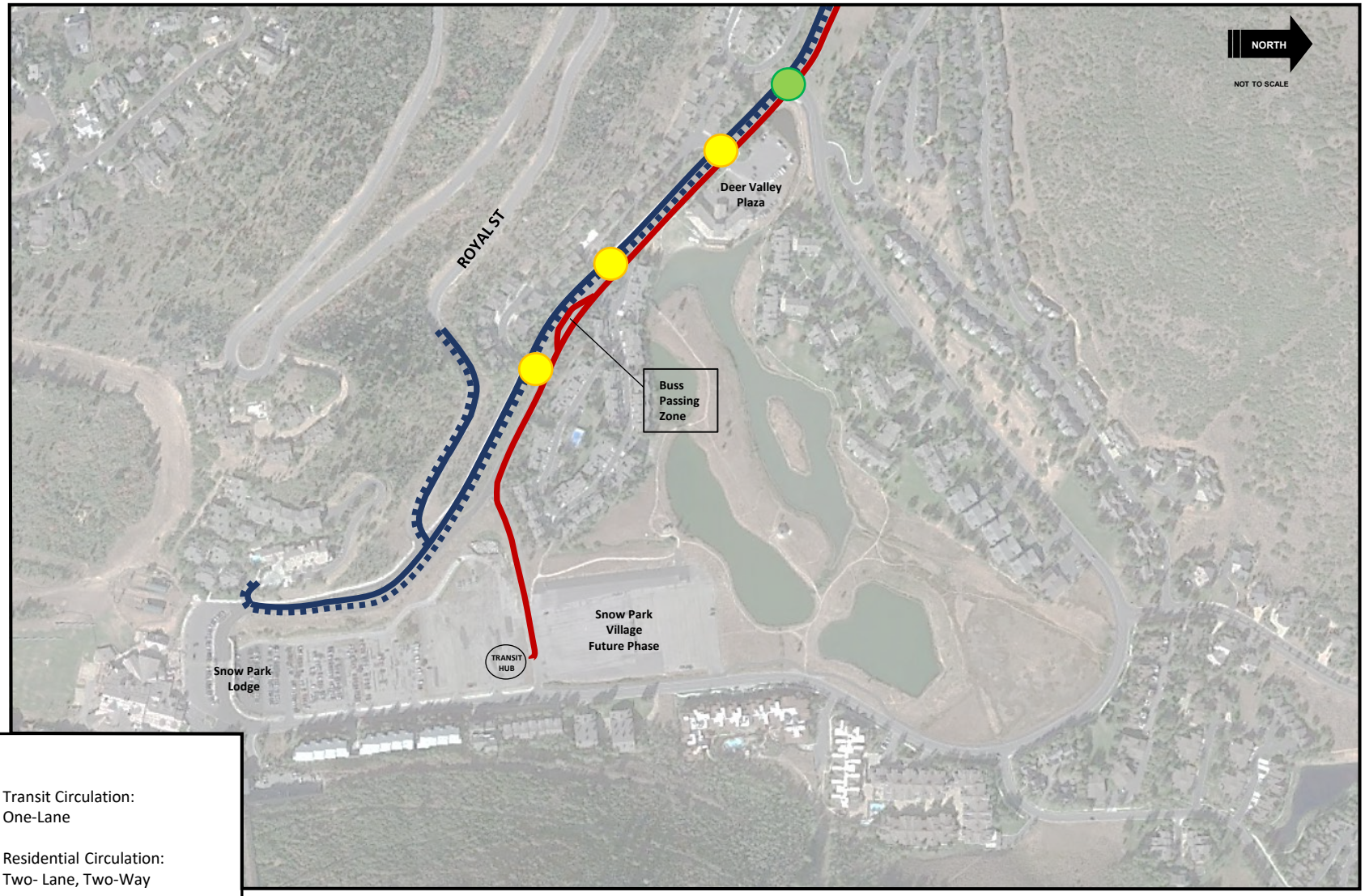


Figure 1
Alternative 1: Two-Way Residential Access + Transit

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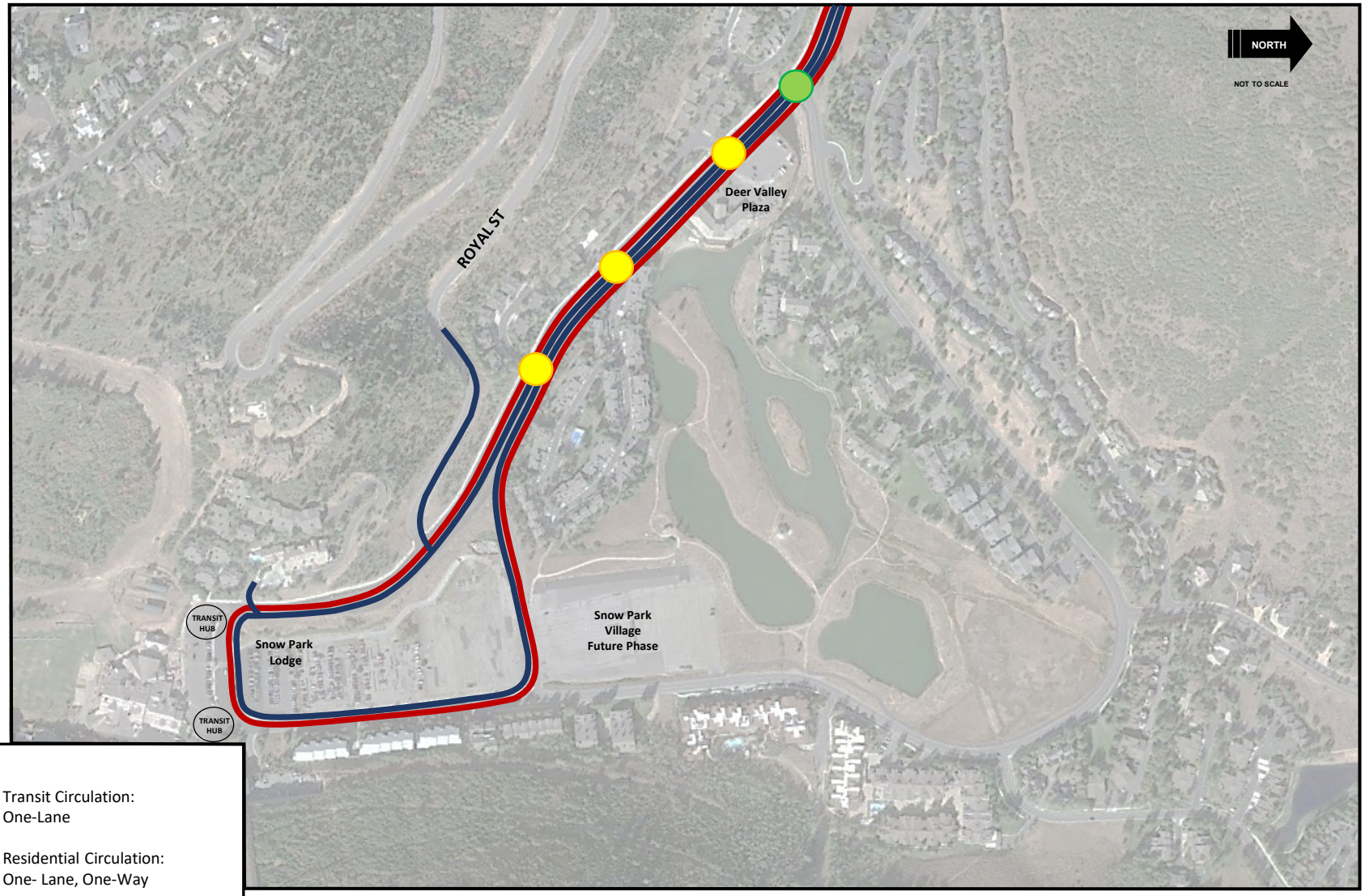

Figure 2
Alternative 2: One-Way Residential Access + Transit

411
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2139 South 1260 West, Salt Lake City, UT 84119-1464

TECHNICAL MEMORANDUM

Date: Monday, October 18th, 2021

To: John Robertson, City Engineer

Cc: Alexandra Ananth, Senior Planner

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

Subject: Snow Park Village Mobility Hub and Turning Radius Review

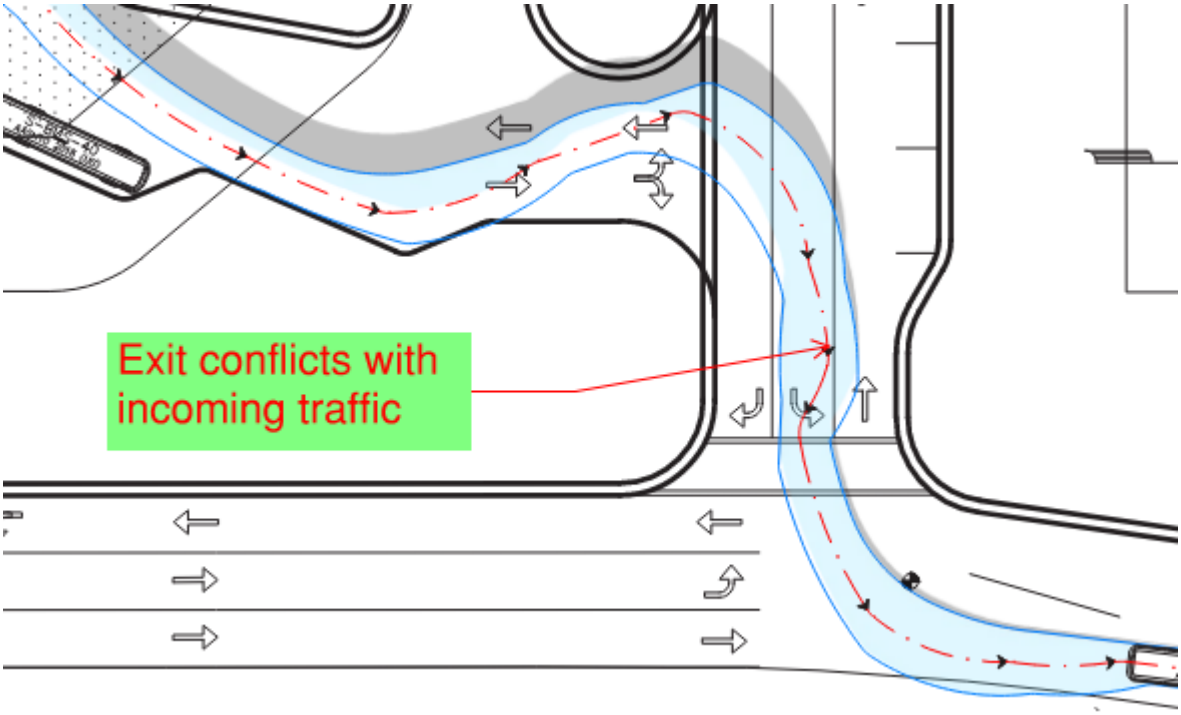
Purpose

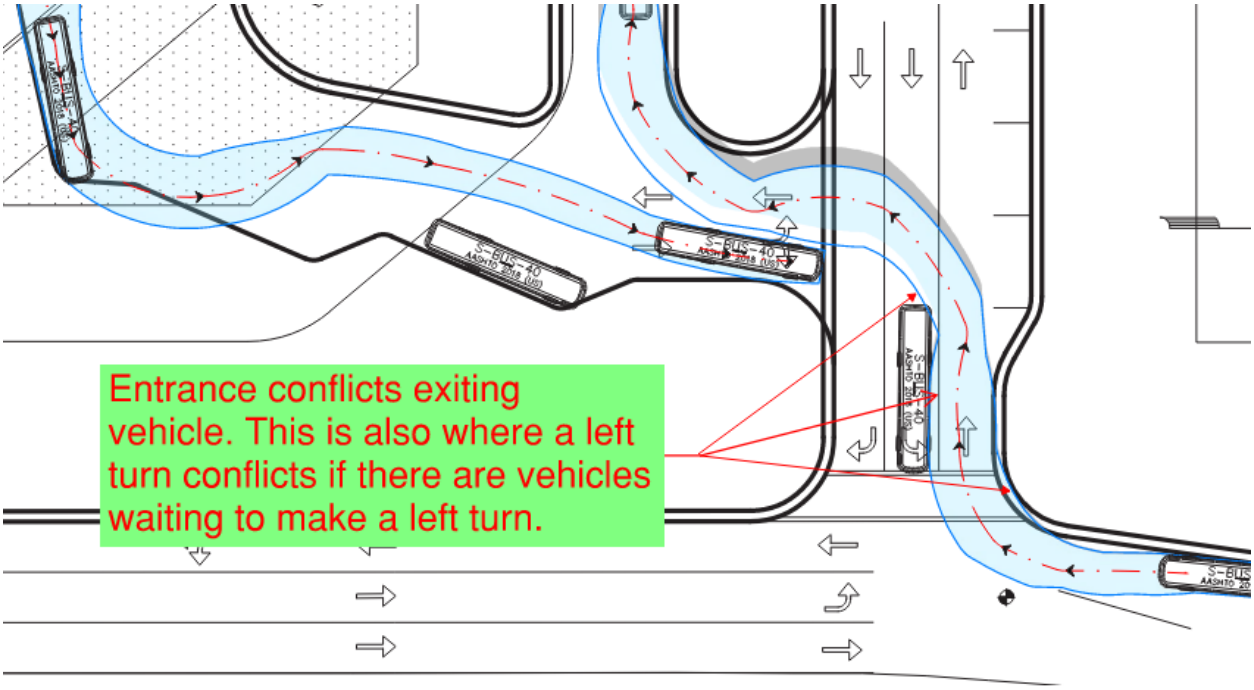
WCG was asked to review the submitted materials for the proposed Snow Park Village Redevelopment project at Deer Valley. The proposed development is located at the Deer Valley Resort Lodge and extends north through the existing parking lots and is bounded by Deer Valley Drive on either side. A future phase of this project could occur on the large parking area north of Doe Pass Road. The applicant provided a submittal for the Snow Park Mobility Hub that included bus turning radius October 4th, 2021, that was the basis for this review.

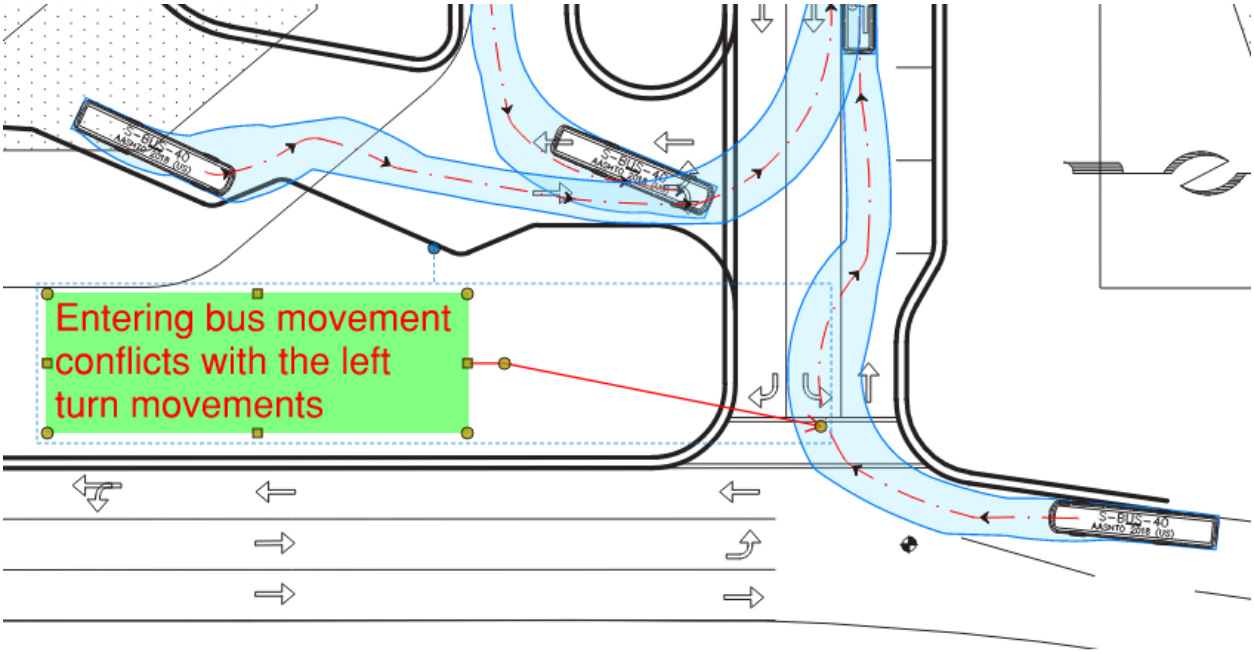
Mobility Hub and Turning Radius Review

After completing an initial review of the materials provided, WCG has the following suggestions, comments, and questions.

1. There is a concern about the proximity of eastern access point onto Doe Pass Road and the proximity to the intersection of Doe Pass Road and Deer Valley Dr East. It appears transit vehicles waiting to access the Mobility Hub will create vehicles backing into the Doe Pass Road and Deer Valley Dr East intersection.
2. The bus templates provided do not have the additional three feet for the bicycle racks that are on the Park City busses.
3. The bus turning templates provided depict conflict points that need to be resolved with the site plan. See attached figures with review comments.


Exit conflicts with incoming traffic


Entrance conflicts exiting vehicle. This is also where a left turn conflicts if there are vehicles waiting to make a left turn.


Entering bus movement conflicts with the left turn movements

February 19, 2021

NOTICE OF PLANNING DIRECTOR DETERMINATION

Property Address: 2250 Deer Valley Drive S
Description: Planning Director Determination of Natural Grade
Date of Action: February 19, 2021
Permit Number: PL-20-04708

ACTION TAKEN BY PLANNING DIRECTOR:
On November 12, 2020, Applicant Bryan Elliot submitted a request for a Planning Director Determination of Natural Grade for the site (Snow Park Village development site). This information was supplemented on January 15, 20201 see Attachment 1.

Natural Grade is defined in Land Management Code (LMC) 15-15-2 as,

> *"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."*

Due to previous grading of the site, the grade of the Snow Park surface parking lots has been altered to create a more level parking field. The Applicant has prepared a proposed interpolated grade analysis that is based on Existing Conditions (as of 2007), perimeter historical (Natural) contours, and pre-development 1955 USGS topography.

A site visit was made by the Planning Department on December 16, 2020.

Based on the site visit, and the Applicant's submittal, the Planning Director has determined that the southern section of the parking lots closer to the Snow Park Lodge were excavated (cut), and the norther section of the parking lots closer to the ponds were filled, in order to create a more level parking area.

Based on the information submitted, the Planning Director has determined that the methodology used to determine interpolated Natural Grade, including page 6 of 2007 Aerial and 1995 USGS Topography Section, appears sound, and is based on a digital

contour model, stamped and signed by Michael Demkowicz, Professional Land Surveyor.

As you have correctly noted, Exhibit 1 of the 12th Amended and Restated MPD notes that the height of the Snow Park Village parcel is 28-45 feet.

Please let me know if you have any questions.

Sincerely,

Gretchen Milliken

Planning Director

The Planning Director based this determination on the following Findings of Facts:

Findings of Fact:

1. The Site is located at 2250 Deer Valley Drive South
2. The Site is within the Residential Development (RD) Zoning District and the Deer Valley Resort MPD.
3. Planning Staff conducted a Site Visit on December 16, 2020.
4. Per the Staff's Site Visit and information submitted on November 12, 2020, and supplemented on January 15, 2021, the Planning Director has determined the proposed Natural Grade Analysis (see Attachment 1) is complete and appears sound. This includes information stamped and signed by Michael Demkowicz, Professional Land Surveyor, dated 1/7/21, in order to determine the Building Height Envelope.

If you have any questions regarding this determination, please don't hesitate to contact the Planning Department at 435-615-5060.

Sincerely,

Gretchen Milliken

Planning Director

CC: Alexandra Ananth, Senior Planner
Mark Harrington, City Attorney

Attachment 1 – Applicant's Proposal

Exhibit 1: Updated Slide Deck: Snow Park Village Elevation Study and Proposed Maximum Building Height Envelope Methodology

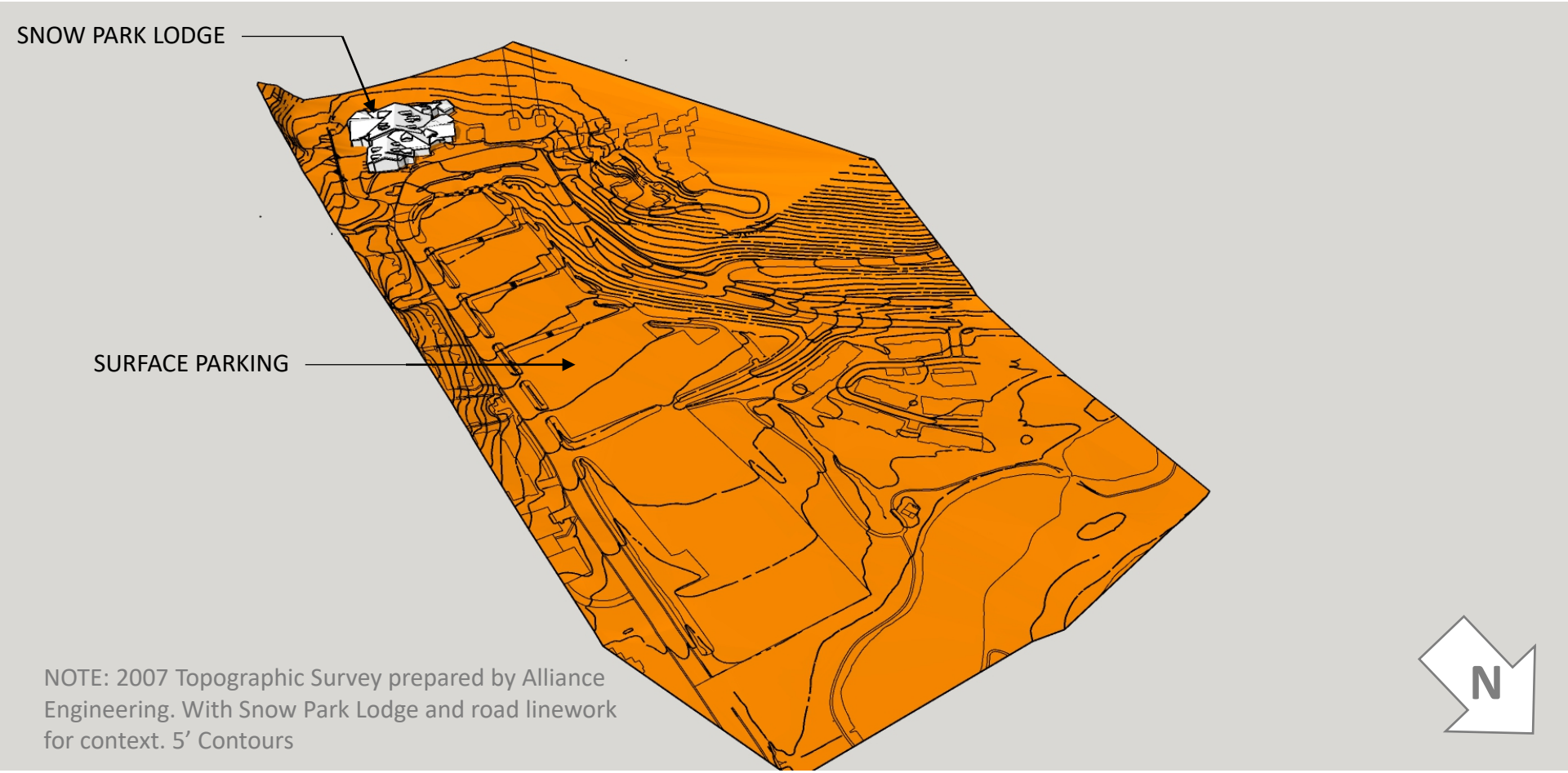
The following information is provided as a means to determine "Natural Grade" for the Snow Park Village site utilizing existing conditions, historical data and three dimensional topographic modeling. By determining "Natural Grade" as a digital contour model, this model can then be offset vertically to define the maximum building height envelope, less exceptions, by which a development proposal would be limited to and can be evaluated by.

DEER VALLEY RESORT

SNOW PARK VILLAGE

Existing Condition (2007)

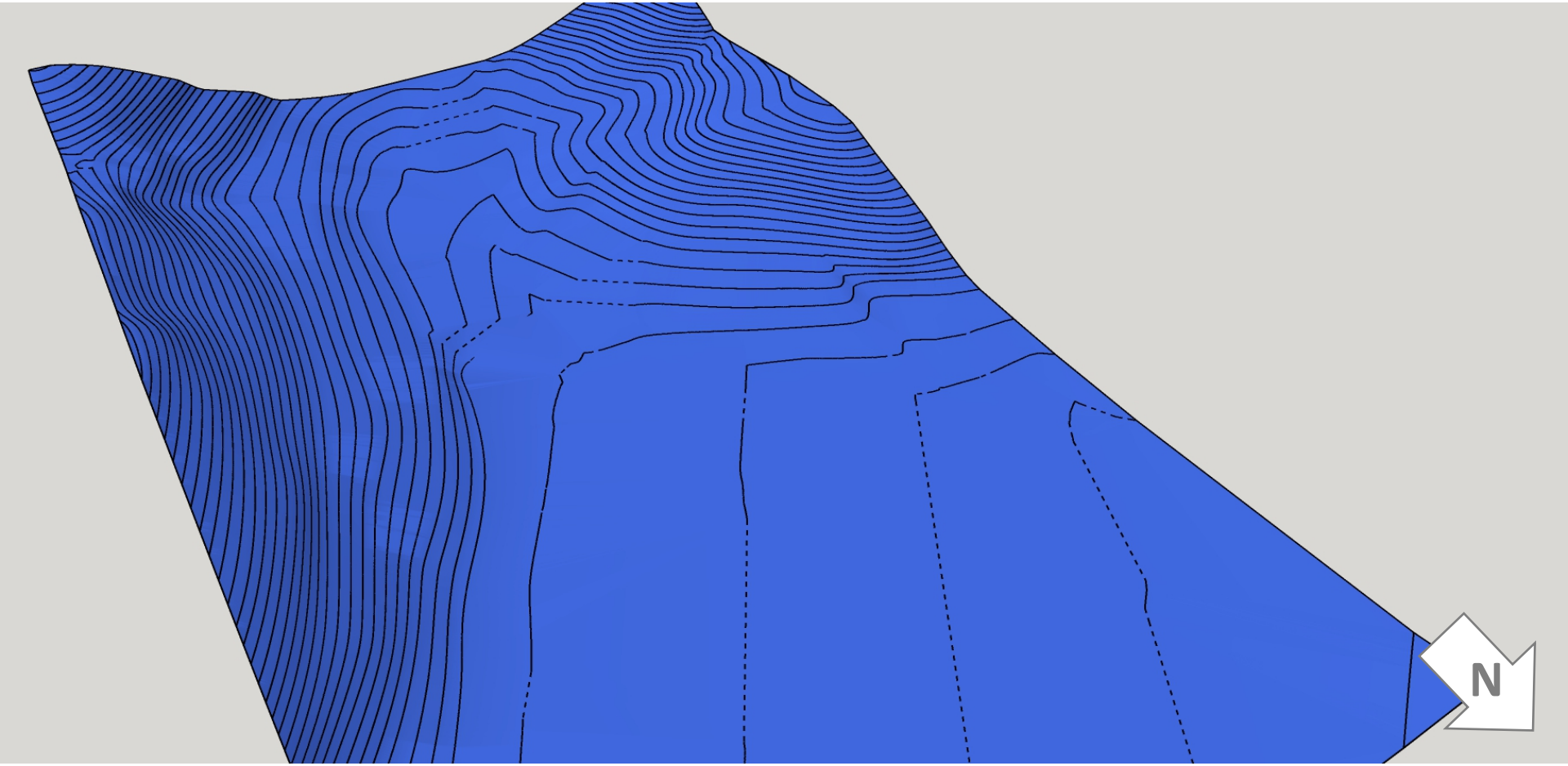
Below is a 3D contour model of the existing conditions at Snow Park Lodge and surface parking lots. This model is utilized to establish perimeter contours consistent with pre-development conditions.



NOTE: 2007 Topographic Survey prepared by Alliance Engineering. With Snow Park Lodge and road linework for context. 5' Contours

1955 USGS Grade

Below is a digitized 3D topo model of the 1955 USGS topographic data intended to confirm natural grade edge conditions and validate interpolation approach. The next step was to overlay all 3D topo models to analyze the methodology.



NOTE: USGS 1955 survey information. 10’ Contours

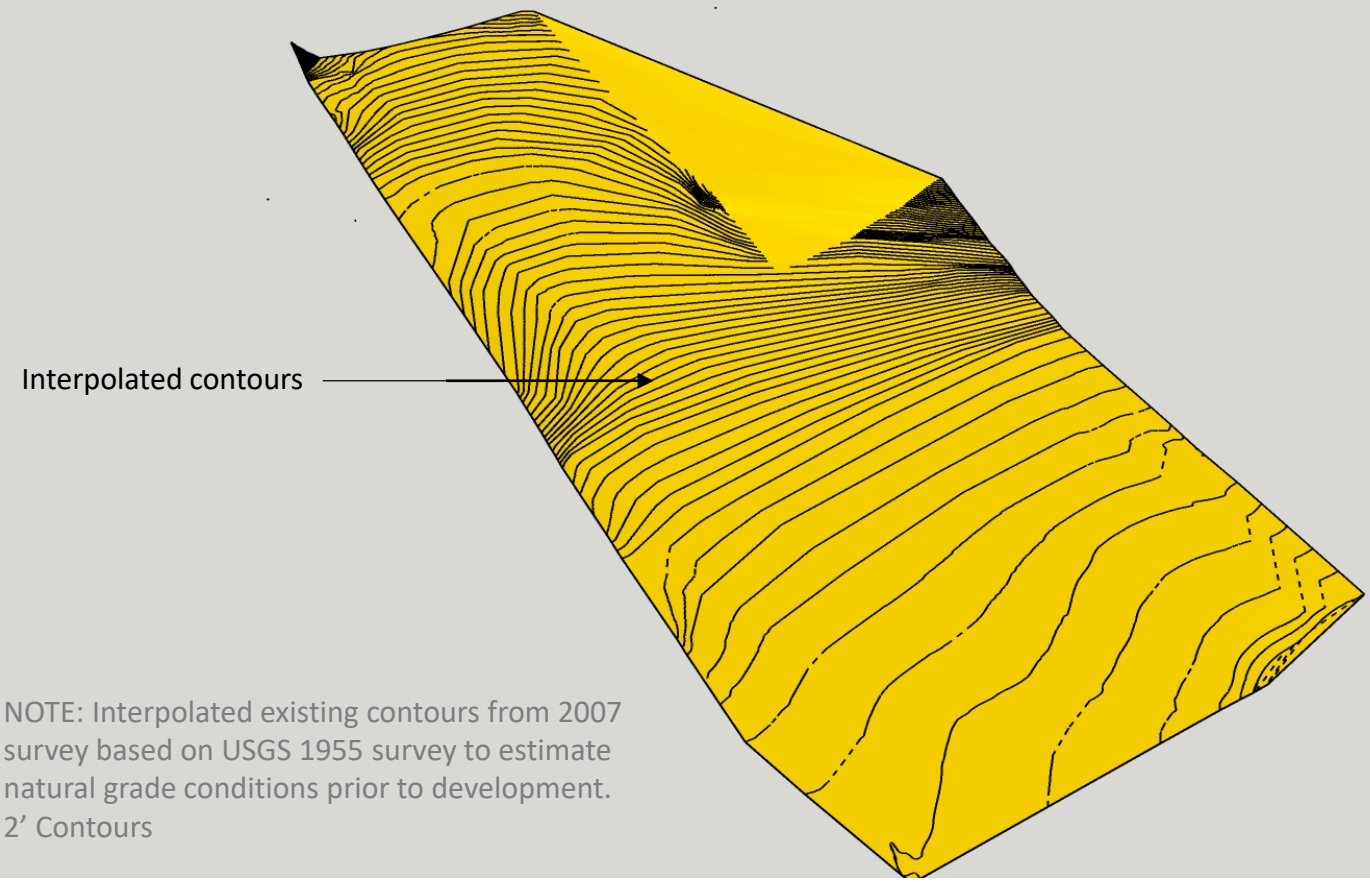
2007 / 1955 USGS Grade Comparison

Alliance Engineering provided pre-development data with 1955 USGS topography to validate the interpolation methodology and consistency of natural grade edge conditions about the property. Below, in red lines, is the USGS information overlaid with the existing 2007 topographic survey.



Natural Grade

By using the perimeter historical or natural contours and projecting or interpolating and completing those contours in a typical natural valley condition, it creates the below 3D contour model to represent the pre-development condition of the site.

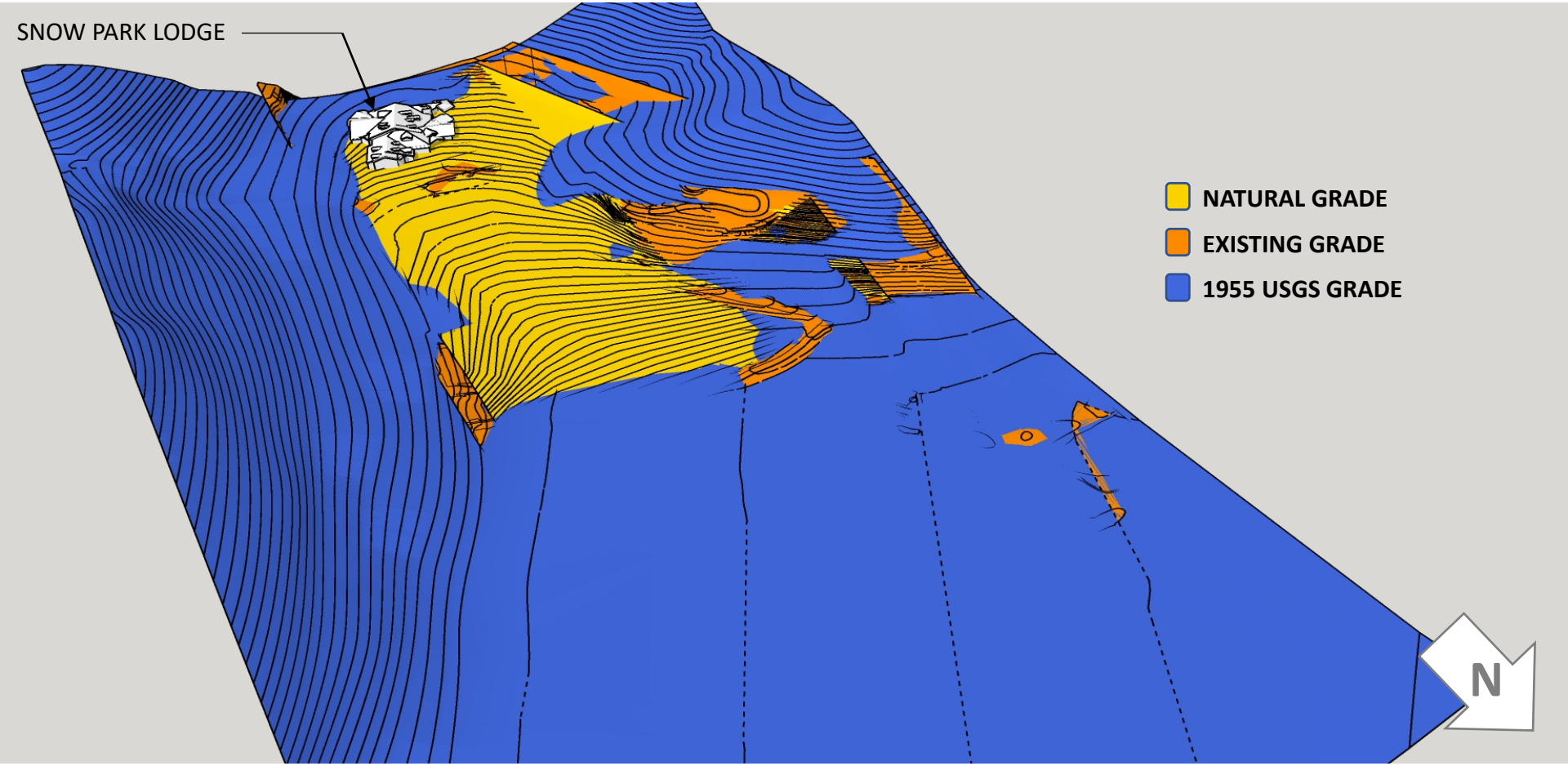


NOTE: Interpolated existing contours from 2007 survey based on USGS 1955 survey to estimate natural grade conditions prior to development.
2' Contours

N

Natural Grade / Existing Condition / 1955 Composite

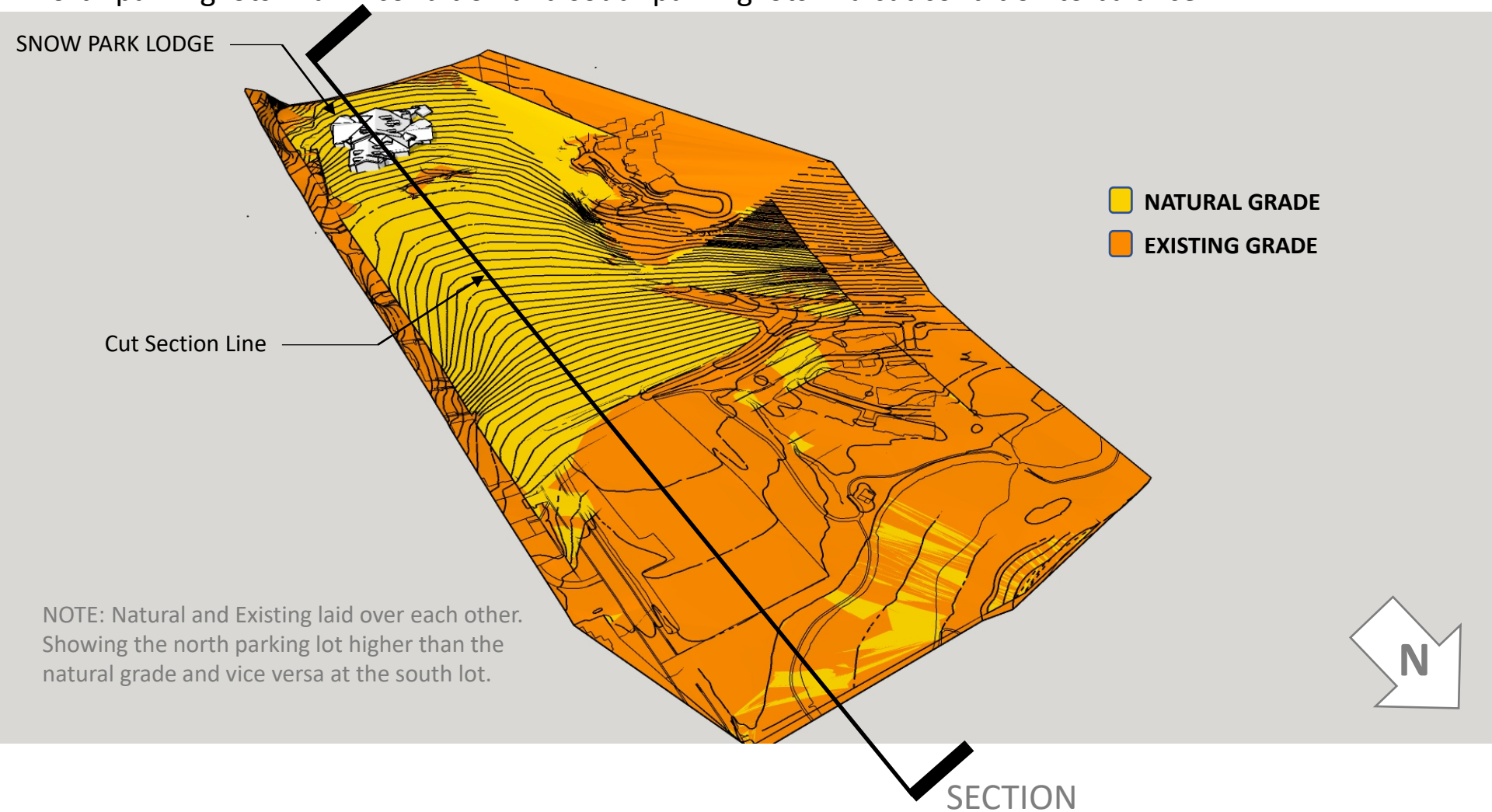
The following is a composite overlay of all 3D topo models to evaluate relative and consistent accuracy of perimeter elevations and confirm assumptions of pre-development conditions versus construction methods to achieve existing conditions.



NOTE: Natural, Existing and 1955 USGS laid over each other.

Natural Grade / Existing Condition Composite

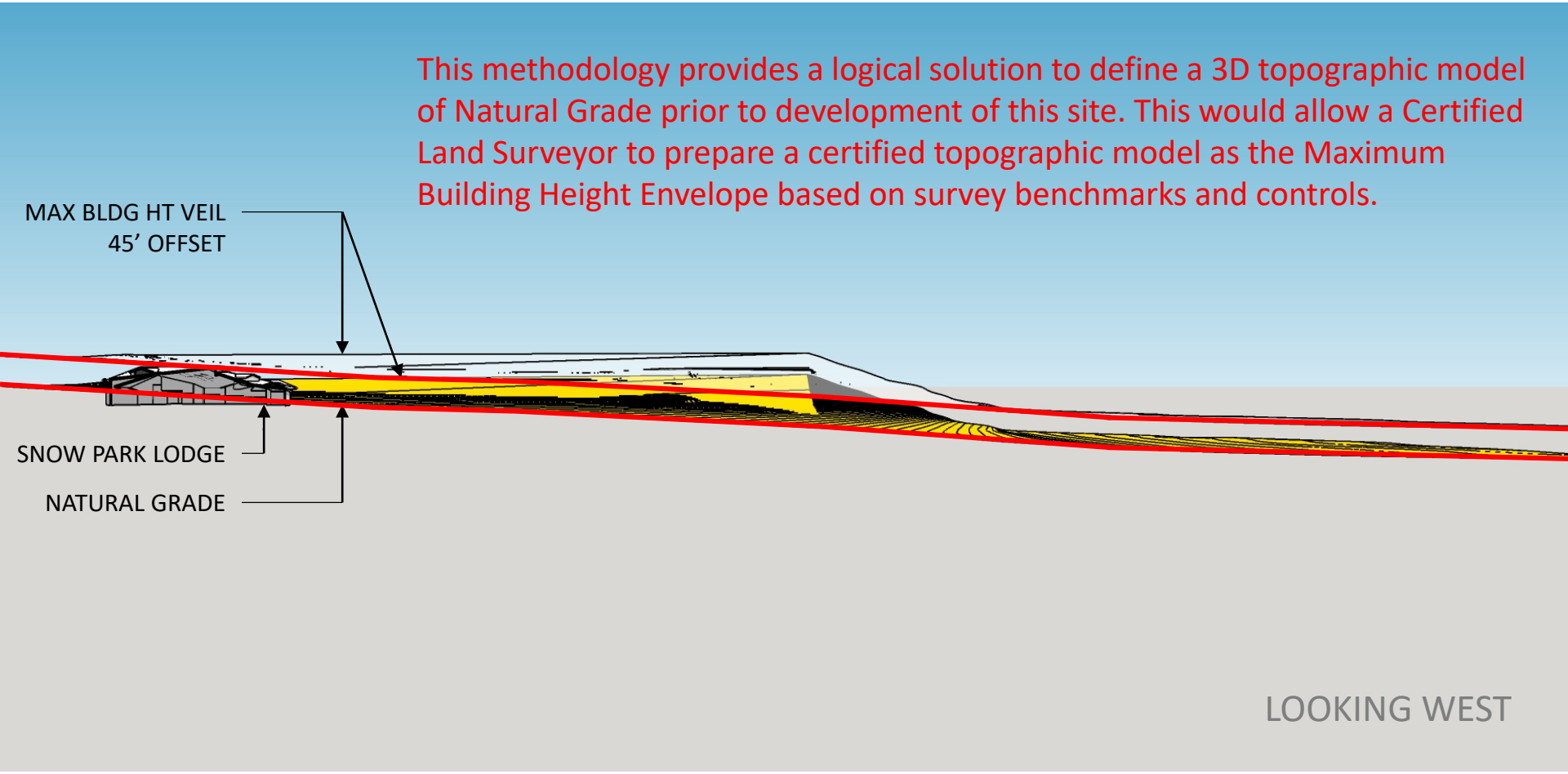
This composite overlays the interpolated natural grade with existing conditions and confirms the assumed cut and fill excavation required for the construction of the existing parking lots and Snow Park Lodge. North parking lots in a fill condition and south parking lots in a cut condition to balance.



NOTE: Natural and Existing laid over each other. Showing the north parking lot higher than the natural grade and vice versa at the south lot.

SECTION - Natural Section w/ 45’ Natural Grade Offset

The cross section below represents the section cut from the previous exhibit through the 3D topographic model of Natural Grade as the bottom red line. The next step is to simply offset this line vertically 45' to define the Maximum Building Height Envelope.



SECTION - Existing Condition w/ 45’ Natural Grade Offset

This final exhibit is the same cross section line but showing the existing grade conditions along the bottom dashed yellow line along with the same red lines representing Natural Grade and 45' vertical offset of Natural Grade.

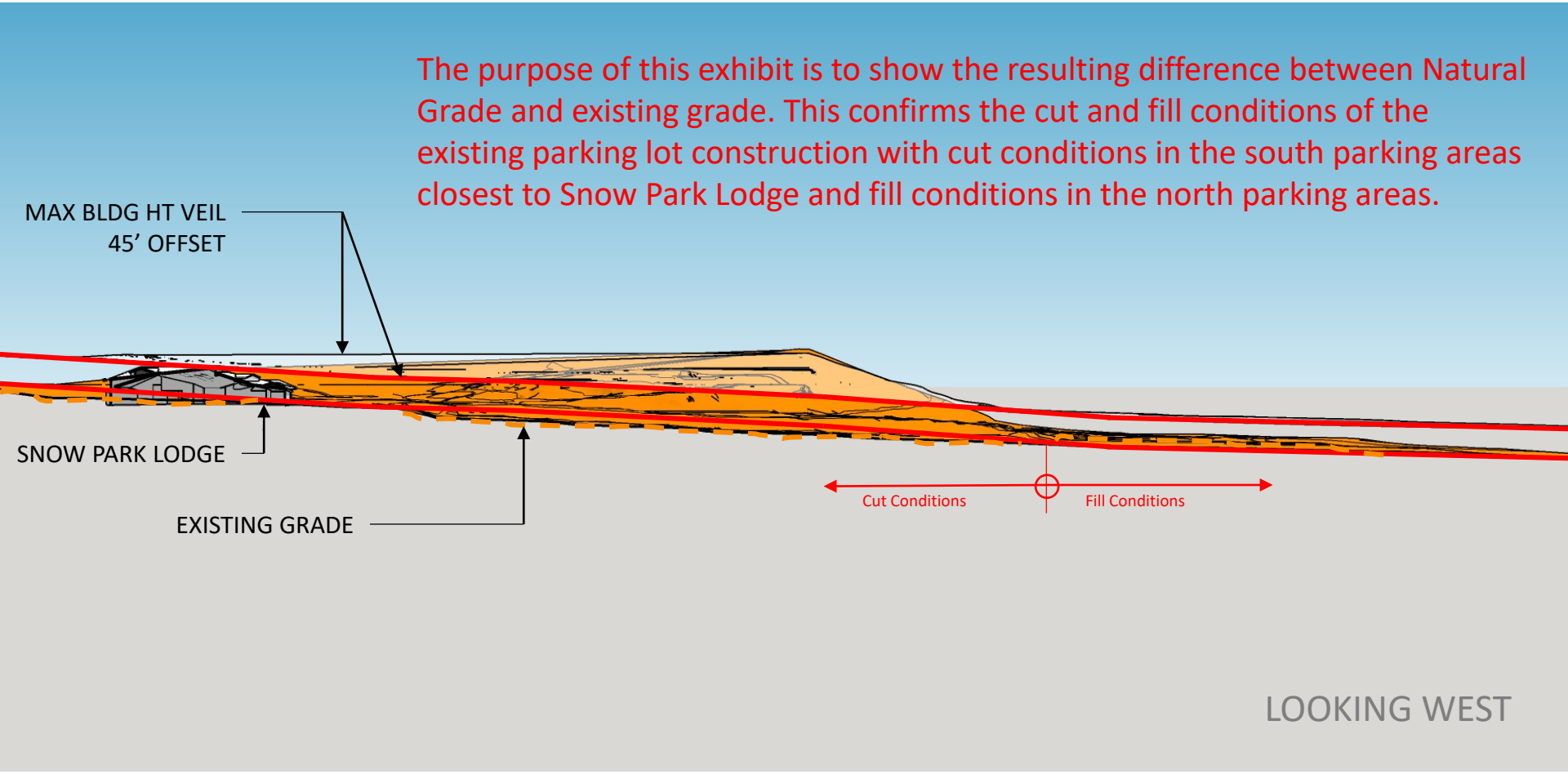
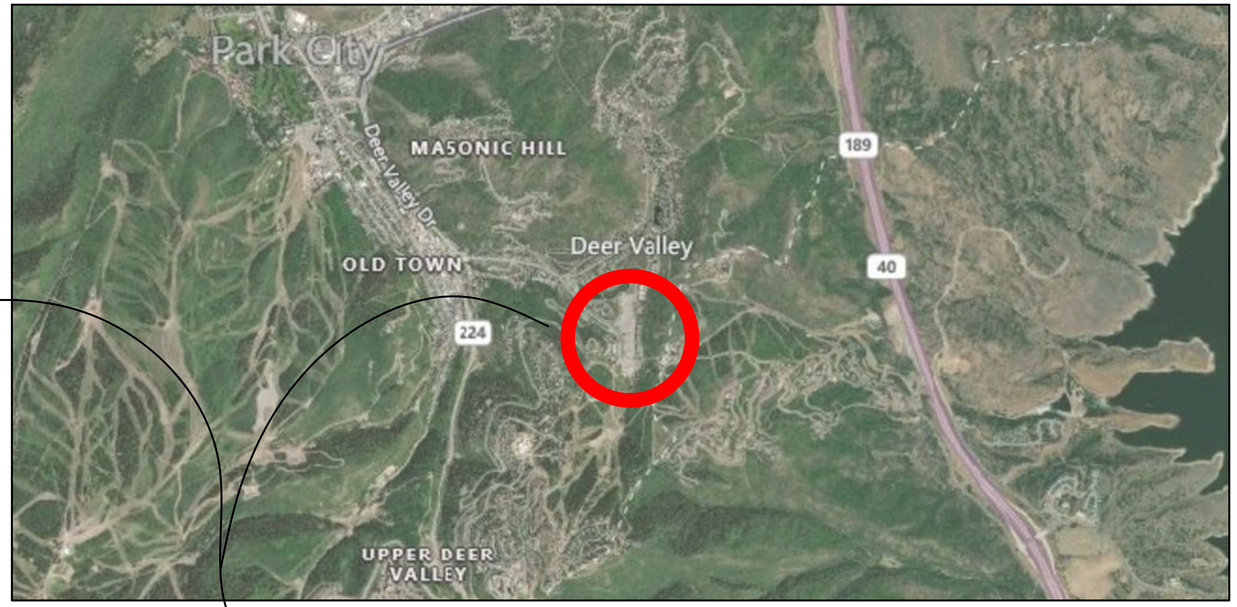


Exhibit 2: Alliance Engineering Certified Topographic Survey Study Cover Sheet

Sheet 1: Deer Valley Snow Park Development 2007 Aerial Topography
Sheet 2: Deer Valley Snow Park Development 2006 Aerial Slope Map
Sheet 3: Deer Valley Snow Park Development 1955 USGS Topography (Proposed Natural Grade)
Sheet 4: Deer Valley Snow Park Development 1955 USGS Slope Map
Sheet 5: Deer Valley Snow Park Development 2007 Aerial & 1955 Topography Roof Peak & Deck Elevations
Sheet 6: Deer Valley Snow Park Development 2007 Aerial & 1955 Topography Sections





SITE LOCATION



VICINITY MAPS

NOT TO SCALE

DRONE IMAGERY

(12.29.20) IMAGE TAKEN 1000' ABOVE PONDS
LOOKING SOUTHERLY

CIVIL ENGINEER

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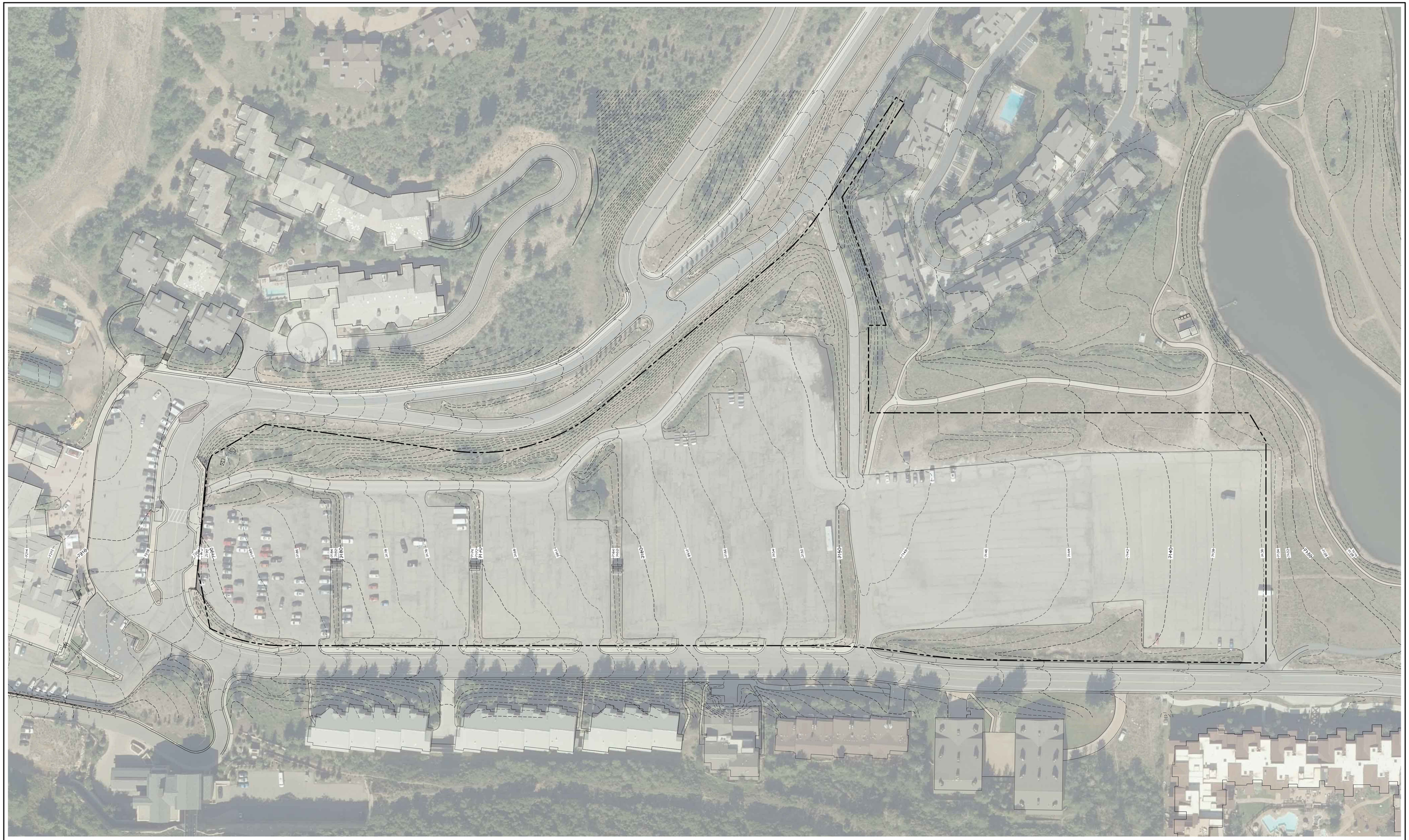
1/7/21
STATE OF UTAH

SHEET INDEX

1. 2007 AERIAL TOPOGRAPHY
2. 2007 AERIAL TOPOGRAPHY (SLOPE MAP)
3. 1955 USGS TOPOGRAPHY
4. 1955 USGS TOPOGRAPHY (SLOPE MAP)
5. ROOF PEAKS & DECK ELEVATIONS / TOPOGRAPHY COMPARISON
6. SITE SECTIONS & 45' SURFACE OFFSET

DEER VALLEY SNOW PARK DEVELOPMENT TOPOGRAPHY STUDY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7364
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7372

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0%	15%	
2	15%	30%	
3	30%	40%	
4	40%	Vertical	

60' 0 60' 120'

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DUSTIN CARRISH

DATE: 1/7/2021

DEER VALLEY SNOW PARK DEVELOPMENT
2007 AERIAL
SLOPE MAP

FOR: DEER VALLEY
JOB NO.: 11-1-19
FILE: X:\SnowParkVillage\dwg\Snow Park Development\Snowpark Topo-updated-12.29.20.dwg

SHEET 2 **OF** 6

60' 0 60' 120'

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DEER VALLEY SNOW PARK DEVELOPMENT
1955 USGS TOPOGRAPHY

FOR: DEER VALLEY
JOB NO.: 11-1-19
FILE: X:\SnowParkVillage\dwg\Snow Park Development\Snowpark Topo-update-12.29.20.dwg

SHEET 3 **OF** 6

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0%	15%	
2	15%	30%	
3	30%	40%	
4	40%	Vertical	

60' 0 60' 120'

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DEER VALLEY SNOW PARK DEVELOPMENT
1955 USGS
SLOPE MAP

FOR: DEER VALLEY
JOB NO.: 11-1-19
FILE: X:\SnowParkVillage\dwg\Snow Park Development\Snowpark Topo-updated-12.29.20.dwg

SHEET 4 **OF** 6

ROOF PEAK: 7276.50
3RD FLOOR DECK: 7248.25
2ND FLOOR DECK: 7238.25
1ST FLOOR DECK: 7228.50

ROOF PEAK: 7247.50
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1ST FLOOR DECK: 7201.25

ROOF PEAK: 7245.50
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ROOF PEAK: 7200.75
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1ST FLOOR DECK: 7165.25

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ROOF PEAK: 7194.50
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2ND FLOOR DECK: 7149.50
1ST FLOOR DECK: 7139.50

NOTE:

1955 USGS TOPOGRAPHY – SOLID CONTOURS.
2007 AERIAL TOPOGRAPHY – DASHED CONTOURS.

60' 0 60' 120'

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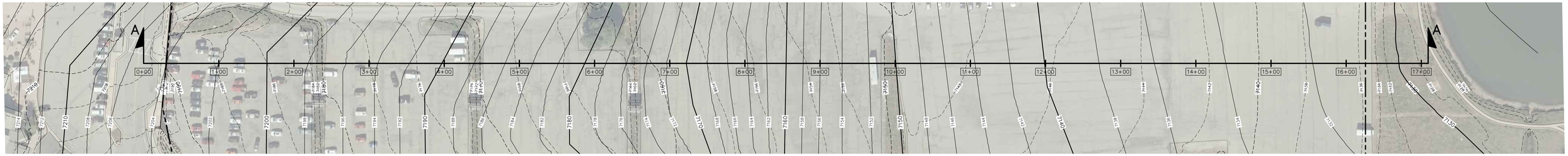
DUSTIN CARRISH

DATE: 1/7/2021

DEER VALLEY SNOW PARK DEVELOPMENT
2007 AERIAL & 1955 USGS TOPOGRAPHY
ROOF PEAK & DECK ELEVATIONS

FOR: DEER VALLEY
JOB NO.: 11-1-19
FILE: X:\SnowParkVillage\dwg\Snow Park Development\Snowpark Topo-update-12.29.20.dwg

SHEET 5 **OF** 6



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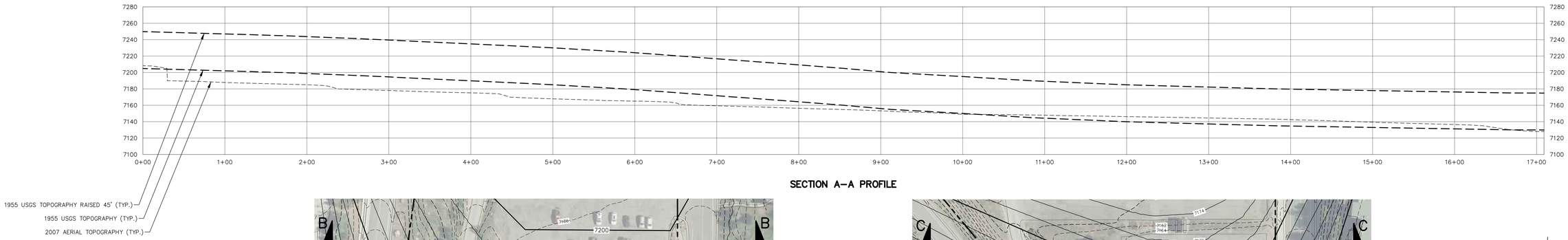

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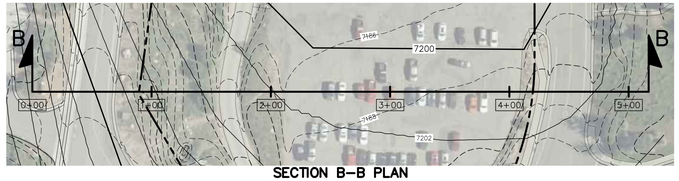

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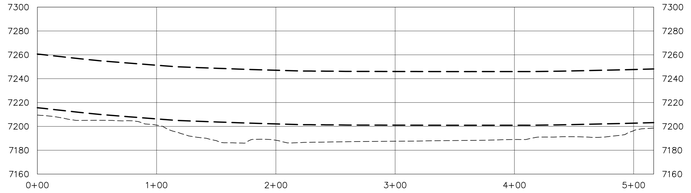

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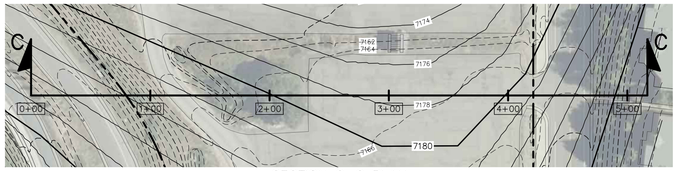

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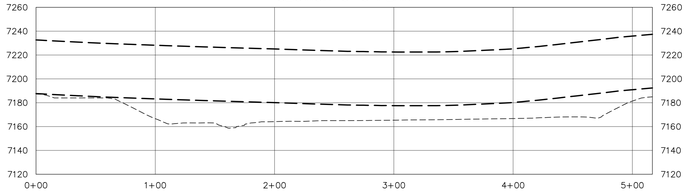

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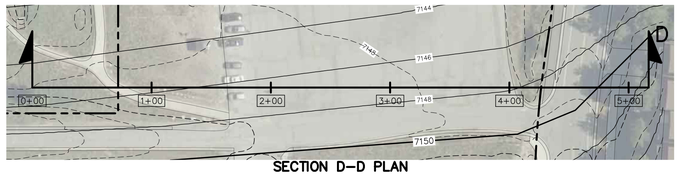

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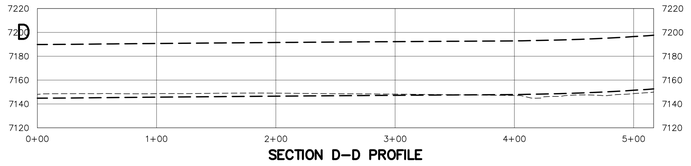

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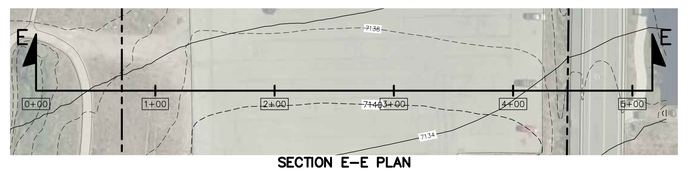

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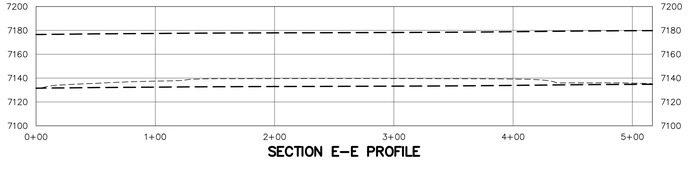

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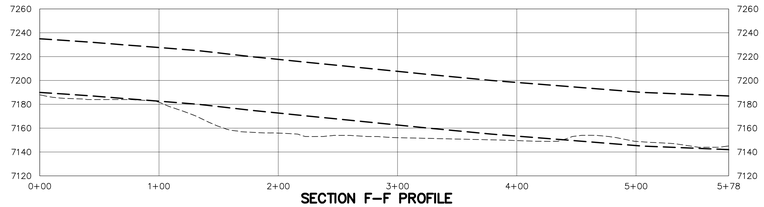
SECTION F–F PLAN



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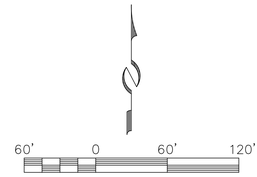

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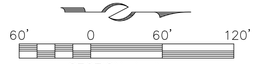
SECTION C–C
SECTION D–D
SECTION E–E



SECTION A–A
SECTION F–F

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STAFF:
MICHAEL DEMKOWICZ
DUSTIN CARRISH

DATE: 1/7/2021

DEER VALLEY SNOW PARK DEVELOPMENT
2007 AERIAL & 1955 USGS TOPOGRAPHY SECTIONS

FOR: DEER VALLEY
JOB NO.: 11-1-19
FILE: X:\SnowParkVillage\dwg\Snow Park Development\Snowpark Topo-updated-12.29.20.dwg

SHEET 6 OF 6

Exhibit 3: Alliance Engineering Deer Valley Snow Park Development Height Study

COLOR MAP LEGEND

67’	55’
65’	53’
63’	51’
61’	49’
59’	47’
57’	45’

DEER VALLEY
SNOW PARK DEVELOPMENT
HEIGHT STUDY

DISTANCE FROM 2007 AERIAL TOPOGRAPHY (EXISTING GRADE) TO A PROJECT MAXIMUM BUILDING HEIGHT OF 45 FT ABOVE THE 1955 USGS TOPOGRAPHY (NATURAL GRADE)

NOT TO SCALE

Date: 1.7.21
Project No.: 11-1-19
X:\SnowParkVillage\dwg\Snow Park Development\virtual survey\boundary.dwg

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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.

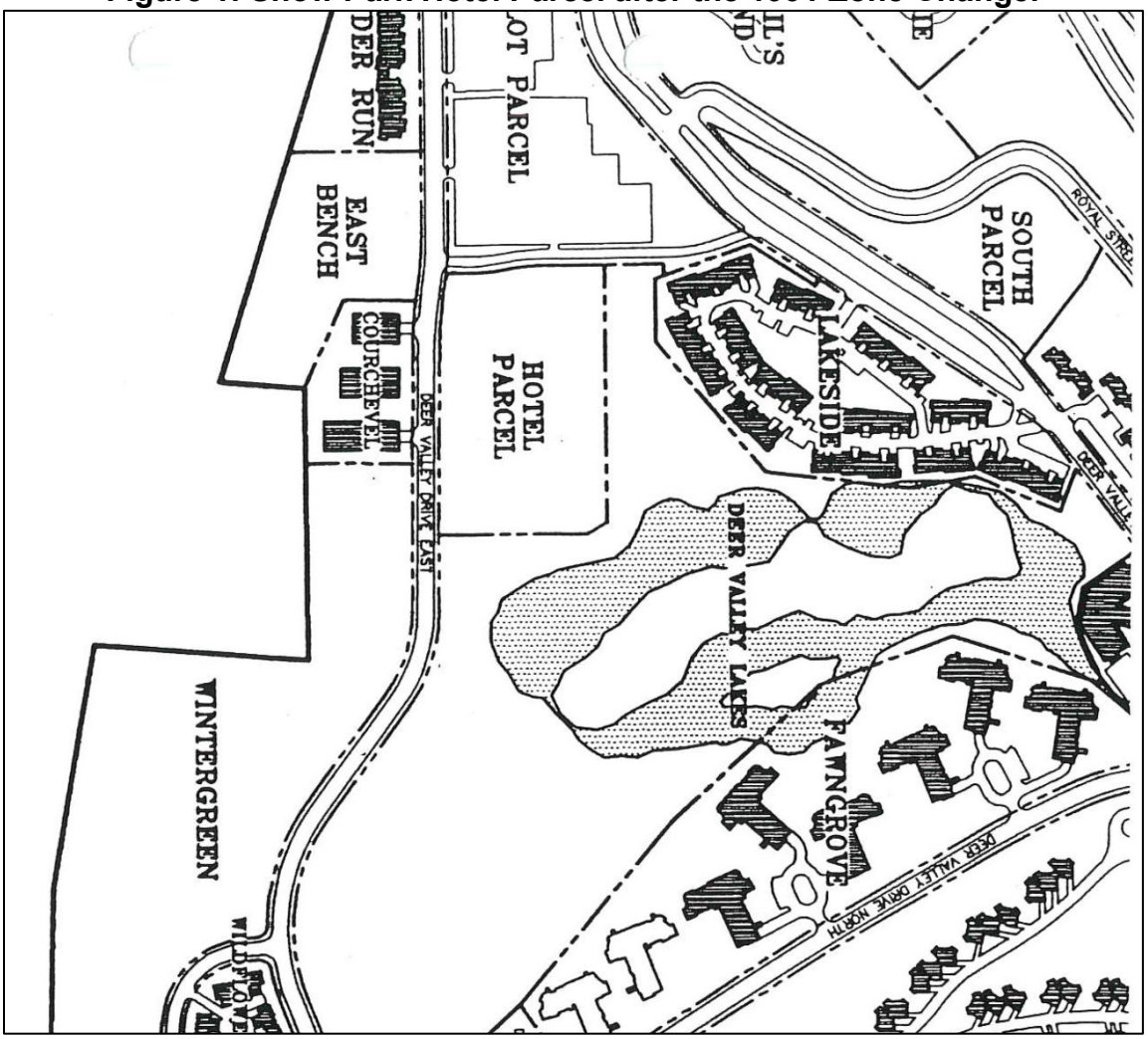
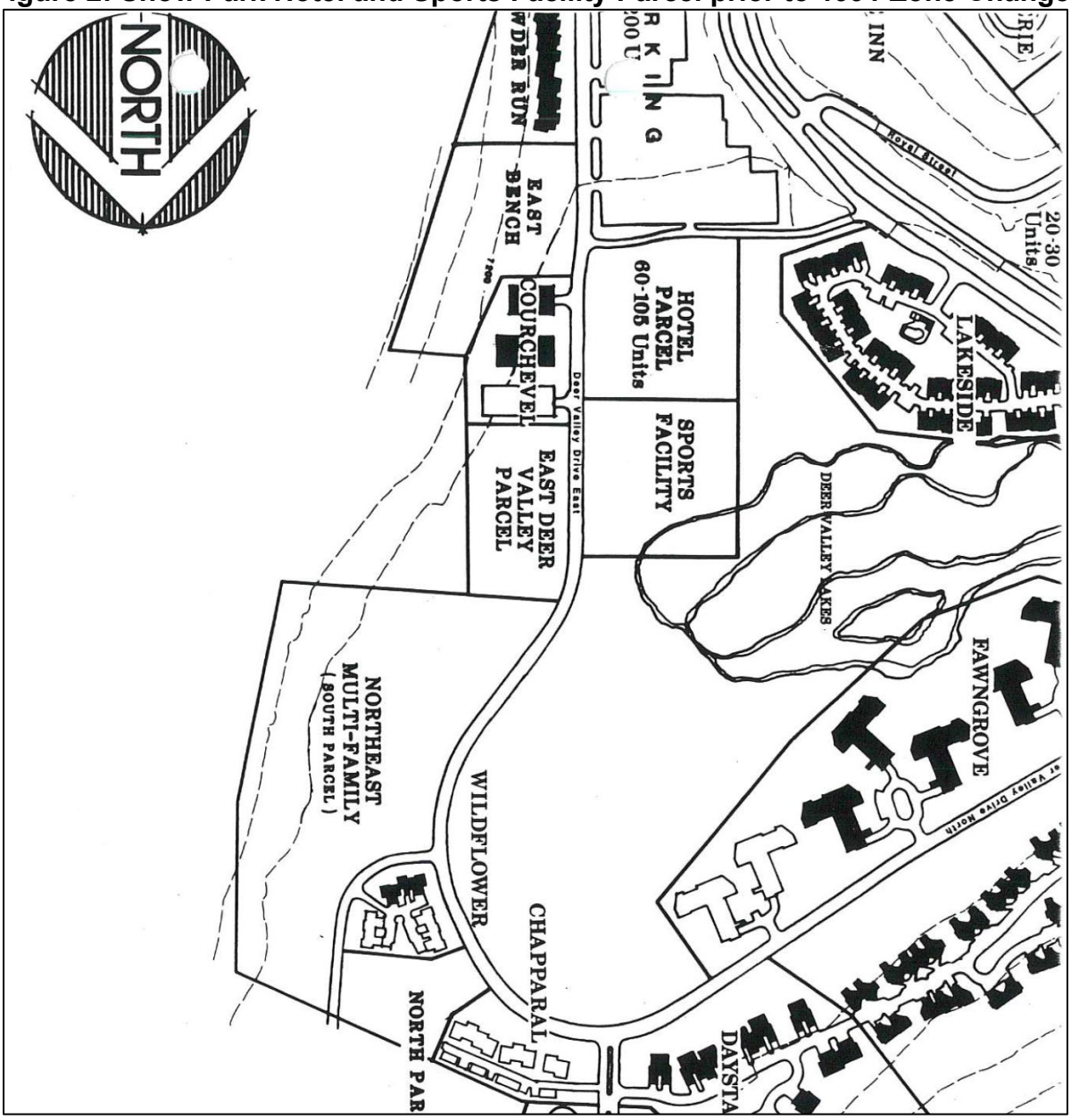


Figure 2: Snow Park Hotel and Sports Facility Parcel prior to 1991 Zone Change.



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).

Planning Commission
Staff Report

Subject: **Club Lespri – 1st Amended Plat**
Application: **PL-21-04981**
Author: **Lillian Lederer, Planner I**
Date: **October 27, 2021**
Type of Item: **Administrative – Condominium Plat Amendment**

Recommendation

(I) Review the proposed Club Lespri – 1st Amended Plat (1765 Sidewinder Drive); (II) conduct a public hearing; and (III) consider forwarding a positive recommendation for City Council's consideration on November 18, 2021, based on the Draft Ordinance Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A).

Description

Applicant:	Dave Johnson
Location:	1765 Sidewinder Drive
Zoning District:	General Commercial (GC)
Adjacent Land Uses:	Multi-Use, Commercial
Reason for Review:	The Planning Commission reviews and makes a recommendation to City Council for plat amendments[1]

Acronyms

CUP	Conditional Use Permit
GC	General Commercial
LMC	Land Management Code

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

Background

In 2000, 1765 Sidewinder Drive was constructed as a hotel, an allowed use in the General Commercial Zoning District. On July 11, 2001, the Planning Commission approved a timeshare Conditional Use Permit for 1765 Sidewinder Drive (Exhibit D).

However, July 11, 2002, the City Council adopted Ordinance No. 02-26, approving the 1765 Sidewinder Drive to become a Condominium, and rendering the Conditional Use Permit approval for a timeshare null and void (Exhibit E). The 1765 Sidewinder Drive Condominium (recorded as the Club Lespri Condominium) includes commercial uses on the first level, six private units on the second level, and four private units on the third level.

All six units on the second floor of the mixed-use Club Lespri Condominium were acquired by the applicant and functionally used as a single residential unit. The Applicant proposes to amend the plat to memorialize the configuration as a single condominium unit.

[1] LMC § 15-1-8(E)

Analysis

(I) The proposal complies with Land Management Code Chapter 15-2.18, *General Commercial (GC) District.*

The proposed plat amendment converts six private units into one private residential unit No exterior alterations are proposed. The existing Building is in compliance with the Lot size, height, and width, and the front, side, and rear setbacks in LMC § 15-2.18-3:

Requirement	Existing Building (No changes proposed)
Height- 35’	33.9’
Front Setback- 20’	0’
Rear Setback- 10’	0’
Side Setbacks- 10’	5’ and 1’

Club Lespri lies on Lot 6 of the Prospector Square Subdivision and “In the Prospector Square Subdivision, Front, Side and Rear Setbacks may be reduced to zero feet (0'),” which complies with LMC code.

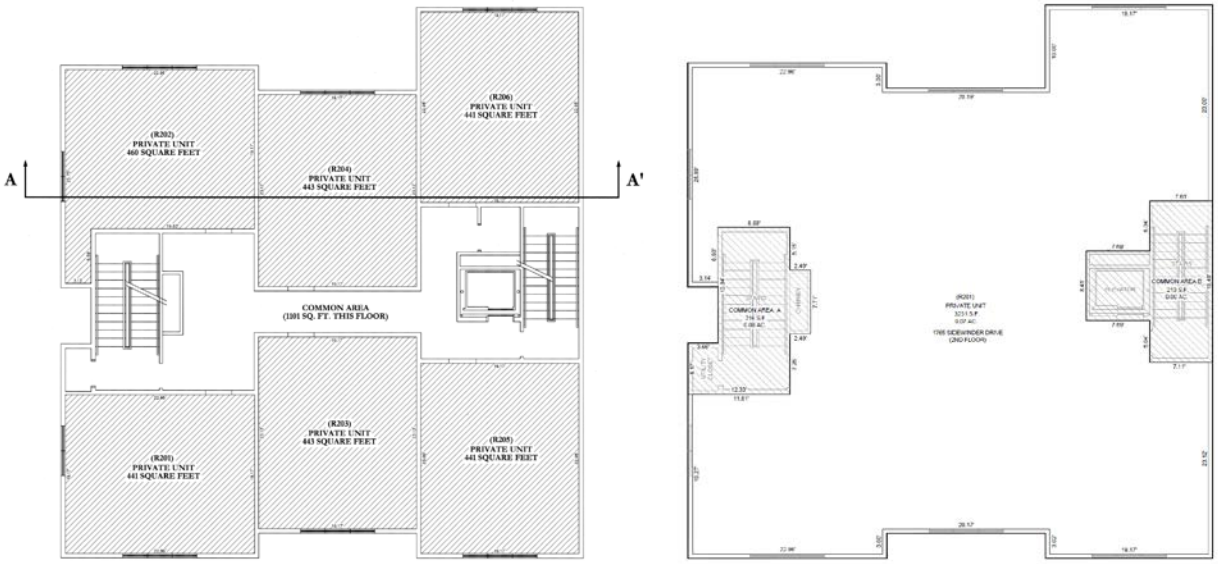
(II) The proposal complies with Land Management Code Chapter 15-7.1.

LMC § 15-7.1-6(G) outlines the requirements for combining condominium units within a condominium plat. The Applicant may remove or alter a partition between the unit owner’s unit and another unit, even if the partition is entirely or partly common area and facilities.

The Applicant must show that the combination of units does 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, which outlines subdivision amendments, or
- Violate any section of the International Building Code

The applicant has demonstrated this by providing a structural engineer report that shows the combination of units does not affect the integrity of the building (see Exhibit G).



Survey of second floor depicting the removal of six-unit lines (left figure) to a single combined unit (right figure) (modified from Applicant's Submittal).

Approval of a condominium plat amendment to combine units does not change an assessment or voting right attributable to the unit owner's unit or the acquired unit unless the declaration provides otherwise (see Exhibits F, H, I).

(III) The proposal complies with Land Management Code 15-3-6, *Parking Ratio Requirements For Specific Land Use Categories*.

At the time of development (2001), the condominium was required to have six parking spaces for the six Units on the second floor. Per current LMC, the requirement for Multi-Unit Dwelling that is 2000 square feet or greater requires two parking spaces. The combination of the Units reduces the required parking from six to two spaces. This parking requirement is met through the Prospection Square Subdivision common parking lots (see Exhibit E, Finding of Fact #6).

(IV) There is Good Cause for this plat amendment because the amendment meets all requirements of the LMC and allows for the combination of six Units into one Unit which retains present land Uses and Character of the Areas of the GC Zoning District.

Plat amendments require a finding of Good Cause and a finding that no Public Street, Right-of-Way, or easement is vacated or amended per LMC § 15-7.1-3(B). Condominium Plat Amendments are approved in accordance with the same regulations.

LMC § 15-15-1 defines Good Cause as follows:

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 plat amendment does not expand or otherwise change the building and the updated plat would eliminate unit density in the building, reduce long term impacts and convert nominal, internal common space in between the old units into private unit area.

Department Review

The Development Review Committee, 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 13, 2021. The Park Record published notice on October 13, 2021. LMC § 15-1-21.

Public Input

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

Alternatives

- The Planning Commission may forward a positive recommendation for the Club Lespri – 1st Amended Plat for City Council's consideration on November 18, 2021;
- The Planning Commission may deny the Club Lespri – 1st Amended Plat and direct staff to make findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance
Exhibit B: Current Plat
Exhibit C: Proposed Plat
Exhibit D: Timeshare CUP
Exhibit E: Ordinance No. 02-26
Exhibit F: Action By Written Consent
Exhibit G: Engineering Structural Observations
Exhibit H: Resolution – Authorizing Plat Amendment
Exhibit I: Amendment to CC&Rs

Ordinance No. 2021-XX

AN ORDINANCE APPROVING THE CLUB LESPRI- 1ST AMENDED PLAT, LOCATED AT 1765 SIDEWINDER DRIVE, SUMMIT COUNTY, PARK CITY, UTAH

WHEREAS, the owners of property at 1765 Sidewinder Drive petitioned the City Council for approval of the Club Lespri- 1st Amended Plat;

WHEREAS, on October 13, 2021, the Park Record published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on October 13, 2021, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on October 27, 2021, the Planning Commission reviewed the proposed Plat Amendment, held a public hearing, and forwarded a positive recommendation to the City Council;

WHEREAS, on November 18, 2021, the City Council reviewed the Club Lespri- 1st Amended Plat and held a public hearing; and

WHEREAS, the Club Lespri- 1st Amended Plat is consistent with the Park City Land Management Code, including § 15-7.1-3(C), § 15-7.1-6, and Chapters 15-2.18, and 15-7.

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

SECTION 1. APPROVAL. The Club Lespri- 1st Amended Plat is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On November 18, 2021 the Club Lespri Condominium Subdivision was approved by City Council, and recorded on November 18, 2021.
2. 1765 Sidewinder Drive Building was built in 2002, on Lot 6 of the Club Lespri Condominium Subdivision.
3. 1765 Sidewinder Drive is a Condominium.
4. To create one (1) residential Unit, the Applicant proposes combining six (6) residential Units on the second floor of 1765 Sidewinder Drive.
5. The proposal complies with Land Management Code Chapter 15-2.18, *General Commercial (GC) District*.
6. A Multi-Unit Dwelling is a Conditional Use in the General Commercial (GC) District.
7. The proposed plat amendment converts six Units to one Unit on the second floor of 1765 Sidewinder Drive.
8. At the time of development, the parking requirement for 1765 Sidewinder was six parking spots, and was provided by the Prospector Square Subdivision common parking lots.
9. The unit created by the Club Lespri- 1st Amended Plat requires two parking spaces, which is provided by the Prospector Square Subdivision common parking lots.
10. The Lot size, height, and width, nor the front, side, or rear setbacks have any proposed changes.

DRAFT

Conclusions of Law

1. There is Good Cause for this plat amendment because the amendment allows for the combination of six Units into one Unit because (A) present land Uses and Character of the Areas of the GC Zoning District is retained, (B) no Public Street or Right-of-Way is vacated or amended, and (C) no easement has been vacated or amended.
2. The Plat Amendment is consistent with Land Management Code Section 15-7.1-3(B), 15-7.1-6, and Chapters 15-2.18 and 15-7.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The Applicant shall submit building permit(s) and complete a building inspection, alongside the Plat Amendment.
4. The Applicant shall be required to apply for a Business License if the Unit is to be used as a Nightly Rental.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 18th day of November 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

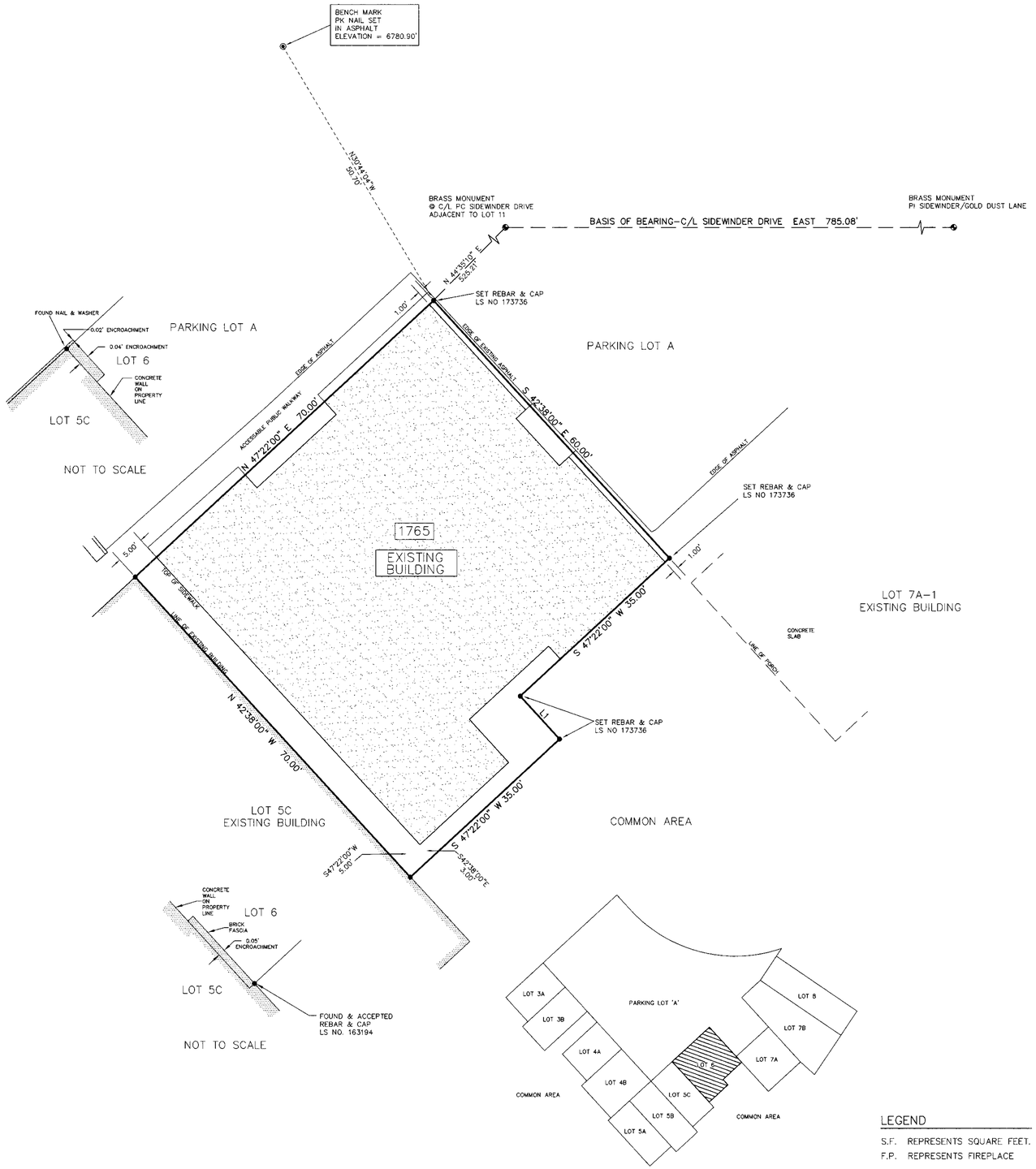
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

DRAFT



NOTES:

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2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL UNIT EXTERIOR WALLS ARE 0.5 FEET THICK.
4. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
5. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
6. BENCH MARK: SEE SHEET 1 OF 5 FOR LOCATION AND ELEVATION.
7. ALL FLOOR ELEVATIONS ARE ABOVE SEA LEVEL.
8. UNLESS OTHERWISE INDICATED, ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
9. [1765] INDICATES STREET ADDRESS ON SIDEWINDER DRIVE.
10. CLUB LESPRI IS SERVICED BY A PRIVATE COMMON SEWER LATERAL. THE CLUB LESPRI OWNER'S ASSOCIATION IS SOLELY RESPONSIBLE FOR THAT LATERAL.

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LINE	BEARING	DISTANCE
L1	S 42°38'00" E	10.00

NORTH

SCALE: 1" = 10'

LEGEND

S.F. REPRESENTS SQUARE FEET.
F.P. REPRESENTS FIREPLACE

STATE OF UTAH
ROBERT W. POHL
NO.173736
8/28/02
PROFESSIONAL LAND SURVEYOR

SURVEYOR'S CERTIFICATE

I, Robert W. Pohl, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 173736 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, this Record of Survey Map of CLUB LESPRI, a Utah Condominium Project in accordance with the provisions of Section 57-8-13 of the Utah Condominium Ownership Act. I further certify the buildings and property are shown correctly.

Robert W. Pohl L.S. 173736 — Date 8/28/02

BOUNDARY DESCRIPTION

~~Lot~~ Block 6, Amended Plat of Prospector Square, according to the official plat thereof, recorded December 26, 1974 as entry no. 125443 of the official records in the office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: that the undersigned CLUB LESPRI, L.L.C., a Utah Limited Liability Company, formerly known as Georgetown Lofts, L.L.C., the owner of the tract of land described herein as the CLUB LESPRI Condominiums, a Utah Condominium Project located on said tract of land, has caused a survey to be made and this Record of Survey Map to be prepared does hereby give its consent to the recordation of the Record of Survey Map and submit this property to the Utah Condominium Ownership Act. Further, the owner does hereby irrevocably offer for dedication to Park City Municipal Corporation, the Snyderville Basin Water Reclamation District, the Park City Fire Protection District, a non-exclusive easements over the utility easements, public trail easements, and snow storage easement shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement, and for trail access by the general public, in accordance with an irrevocable offer of dedication. The owner further certifies all buildings will be built as shown.

In witness whereof, the undersigned has set its hand on this 29 day of August, 2002.

CLUB LESPRI, L.C., a Utah Limited Liability Company

By: Randa Investments Limited, L.L.P., a Utah Limited Partnership, Manager

By: G. Scott Rogers
G. Scott Rogers, General Partner

ACKNOWLEDGMENT

State of Utah)
) ss:
County of Summit)

On the 29th day of August, 2002, personally appeared before me the undersigned Notary Public in and for the said State and County, G. Scott Rogers, who after being duly sworn, acknowledged to me that he is the General Partner of Randa Investments, L.L.P., the manager of CLUB LESPRI, L.C., a Utah Limited Liability Company, the owner of the herein described tract of land, and that the foregoing instrument was signed on behalf of said limited partnership by authority of it's Limited Partnership Agreement.

Notary Public
My commission expires: _____

RECORD OF SURVEY MAP

CLUB LESPRI

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH
Recorded concurrently herewith is the Declaration of Condominium of Club Lespri.

SHEET 1 OF 5

PARK CITY SURVEYING, INC.
P.O. BOX 3003 PARK CITY, UTAH 84060
435-649-2918 FAX 649-4637

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 30th DAY OF August, 2002 A.D.
BY _____ S.B.S.I.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 11th DAY OF Sept, 2002 A.D.
BY _____ CHAIRMAN

ENGINEERS CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 9TH DAY OF SEPTEMBER, 2002 A.D.
BY _____ PE
PARK CITY ENGINEER

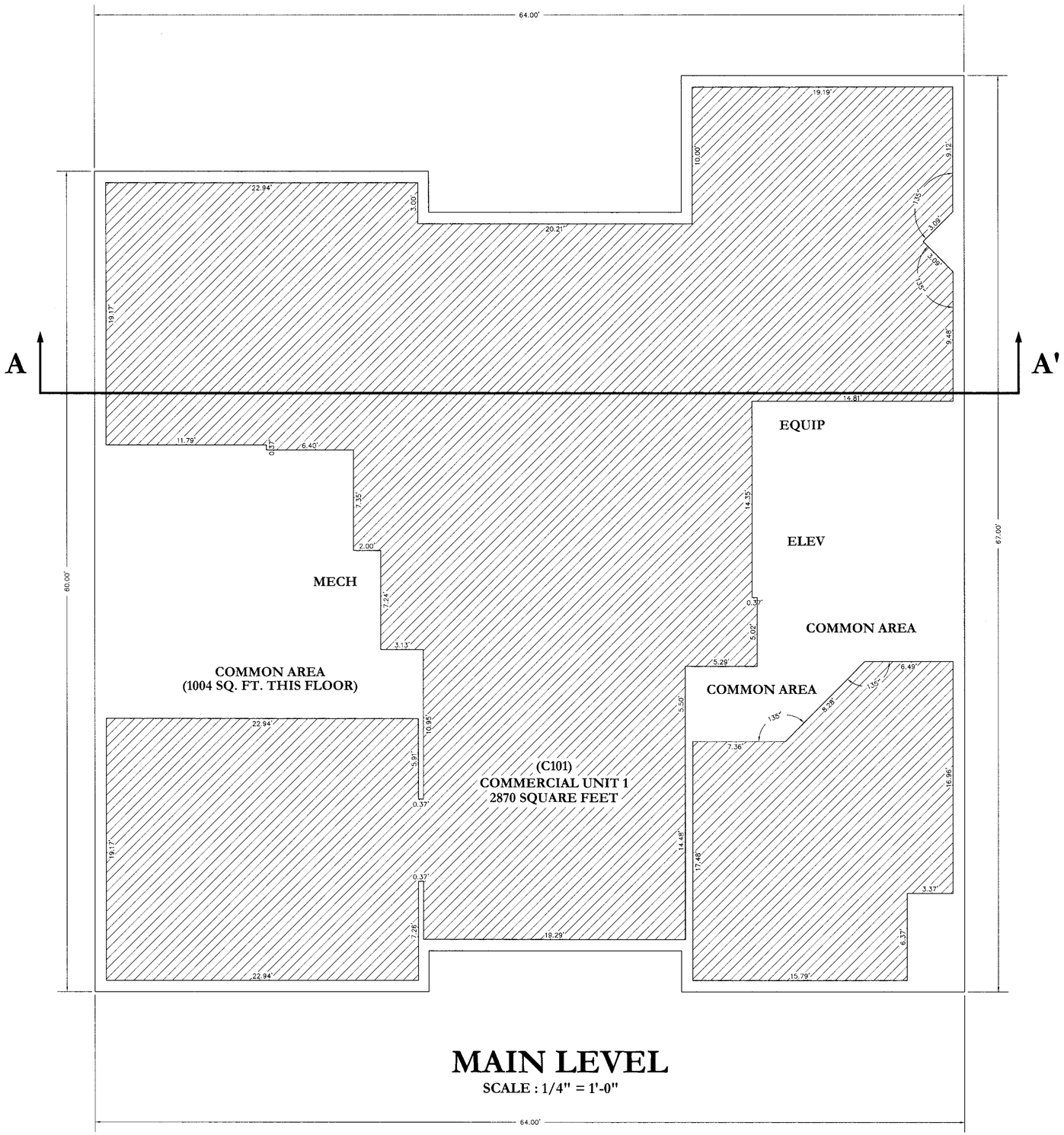
APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 10TH DAY OF SEPTEMBER, 2002 A.D.
BY _____
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 11TH DAY OF JULY, 2002 A.D.
BY _____
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 11TH DAY OF JULY, 2002 A.D.
BY _____
MAYOR

RECORDED
#633765
STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF Coalition Title
DATE 10-2-2002 TIME 8:32 AM BOOK — PAGE —
$16.00 FEE
Marlene M. Dunn RECORDER Deputy

Club Lespri 1 of 5



MAIN LEVEL

SCALE : 1/4" = 1'-0"

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NORTH

COMMON AREA / FACILITIES

PRIVATE OWNERSHIP

RECORD OF SURVEY MAP

CLUB LESPRI

A UTAH CONDOMINIUM PROJECT

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

Recorded concurrently herewith is the Declaration of Condominium of Club Lespri.

STATE OF UTAH
ROBERT W. POHLD
No. 173736
8/20/02
PROFESSIONAL LAND SURVEYOR

JOB# DWG

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STATE OF UTAH, COUNTY OF SUMMIT AND FILED
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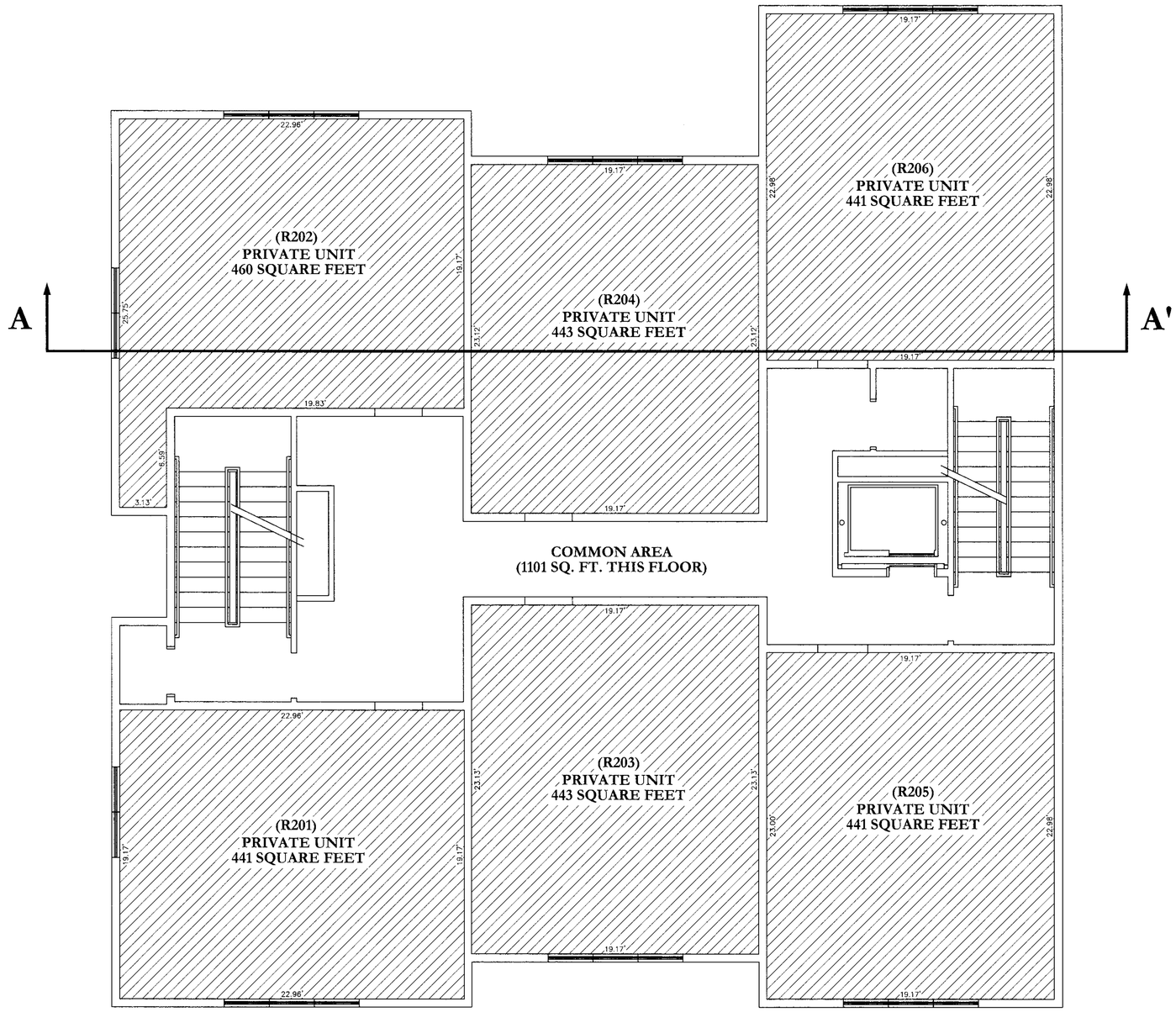
Doreen M. Dunn RECORDER Deputy

Club Lespri 2002452



SECOND LEVEL
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NORTH

COMMON AREA / FACILITIES

PRIVATE OWNERSHIP

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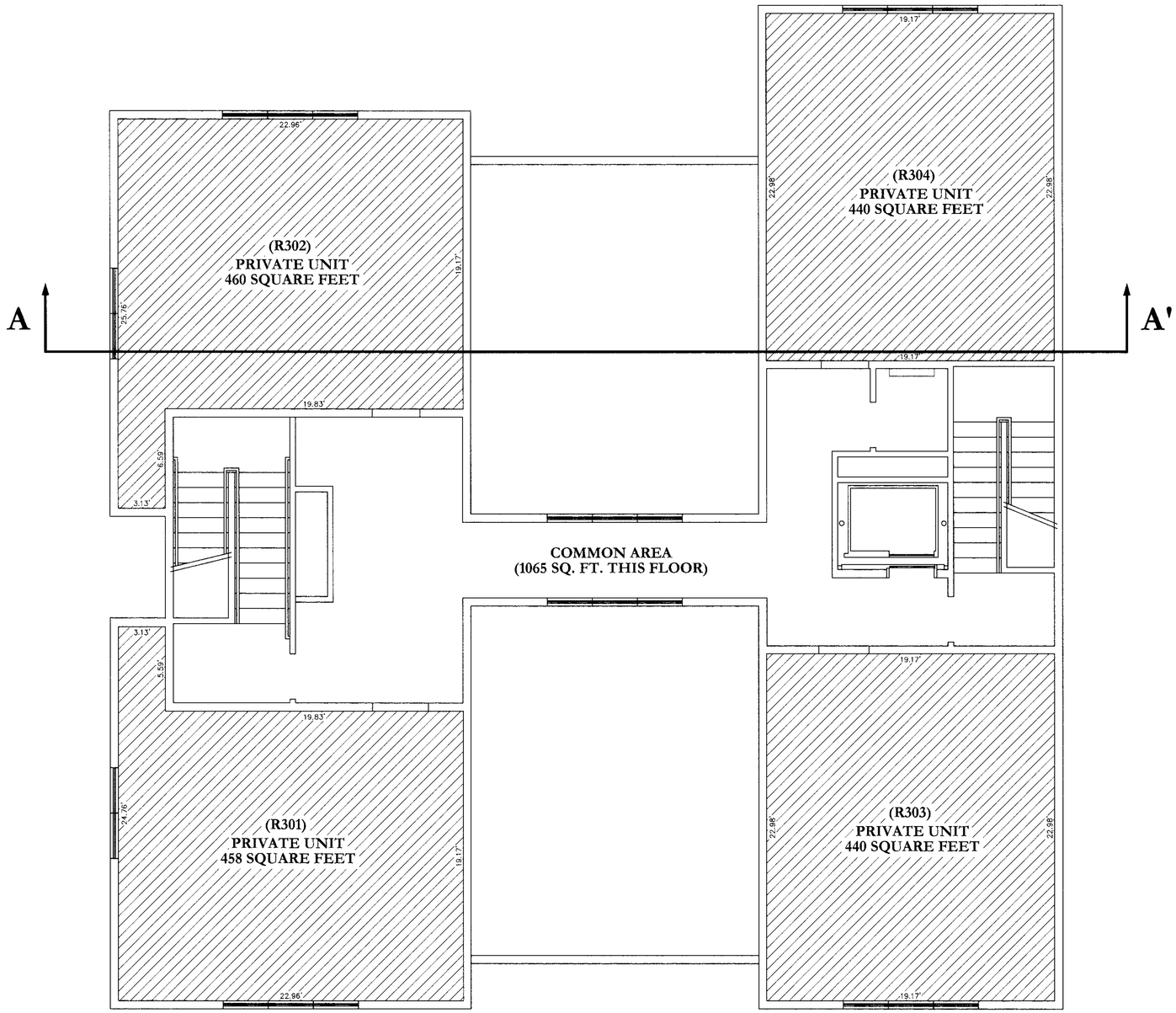
STATE OF UTAH
ROBERT W. POHL
No. 175736
PROFESSIONAL LAND SURVEYOR

JOB# DWG

#633765 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF Coalition Title
DATE 10-2-2002 TIME 8:33 AM BOOK ___ PAGE ___
$ 16.00 FEE
Darlene M. Dunn RECORDER Deputy

Club Lespri 3 of 5



THIRD LEVEL

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COMMON AREA / FACILITIES

PRIVATE OWNERSHIP

RECORD OF SURVEY MAP

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STATE OF UTAH
ROBERT W. POHL
NO.173736
8/28/02
PROFESSIONAL LAND SURVEYOR

SHEET 4 OF 5

#633765 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF Coalition Title

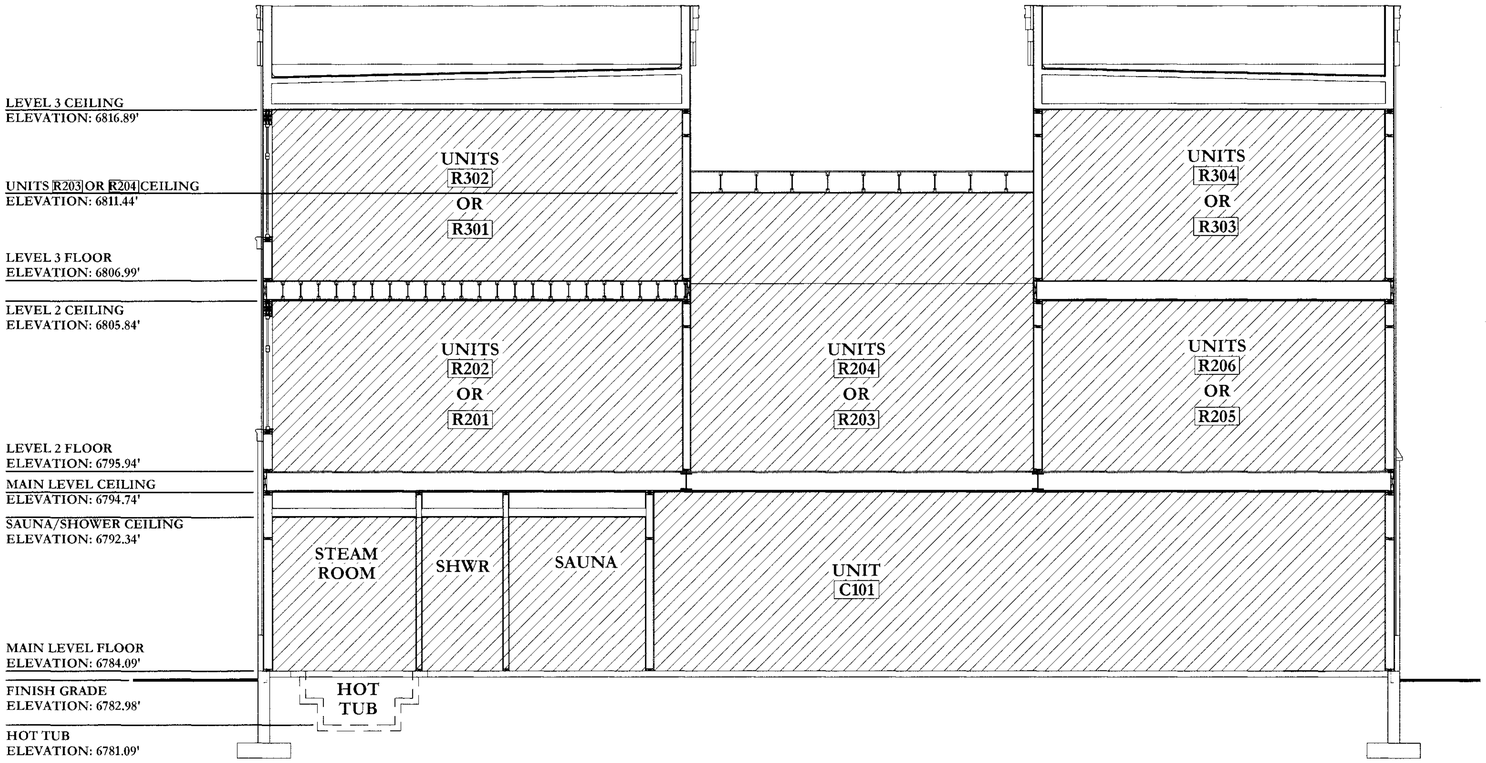
DATE 10-02-2002 TIME 8:32AM BOOK — PAGE —

$161.00 FEE

Dorene M. Dunn RECORDER Deputy

JOB# DWG

Club Lespri 4 of 5



SECTION A-A'

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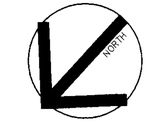
1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY DESIGN SOLUTIONS GROUP, INC. ENGINEERS.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES. ALL INTERIOR ANGLES ARE 90° UNLESS OTHERWISE INDICATED.
3. ALL UNIT EXTERIOR WALLS ARE 0.5 FEET THICK.
4. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
5. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
6. BENCH MARK: SEE SHEET 1 OF 5 FOR LOCATION AND ELEVATION.
7. ALL FLOOR ELEVATIONS ARE ABOVE SEA LEVEL.
8. UNLESS OTHERWISE INDICATED, ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
9. 1765 INDICATES STREET ADDRESS ON SIDEWINDER DRIVE.
10. CLUB LESPRI IS SERVICED BY A PRIVATE COMMON SEWER LATERAL. THE CLUB LESPRI OWNER'S ASSOCIATION IS SOLELY RESPONSIBLE FOR THAT LATERAL.



COMMON AREA / FACILITIES

PRIVATE OWNERSHIP

RECORD OF SURVEY MAP

CLUB LESPRI

A UTAH CONDOMINIUM PROJECT

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

Recorded concurrently herewith is the Declaration of Condominium of Club Lespri.

SHEET 5 OF 5

STATE OF UTAH
ROBERT W. POHL
NO.173738
8/28/02
PROFESSIONAL LAND SURVEYOR

#633765 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF Coalition Title
DATE 10-2-2002 TIME 8:32AM BOOK — PAGE —
$161.00 FEE
Deserve M. Dunn - Deputy RECORDER

JOB# DWG

Club Lespri 5 of 5

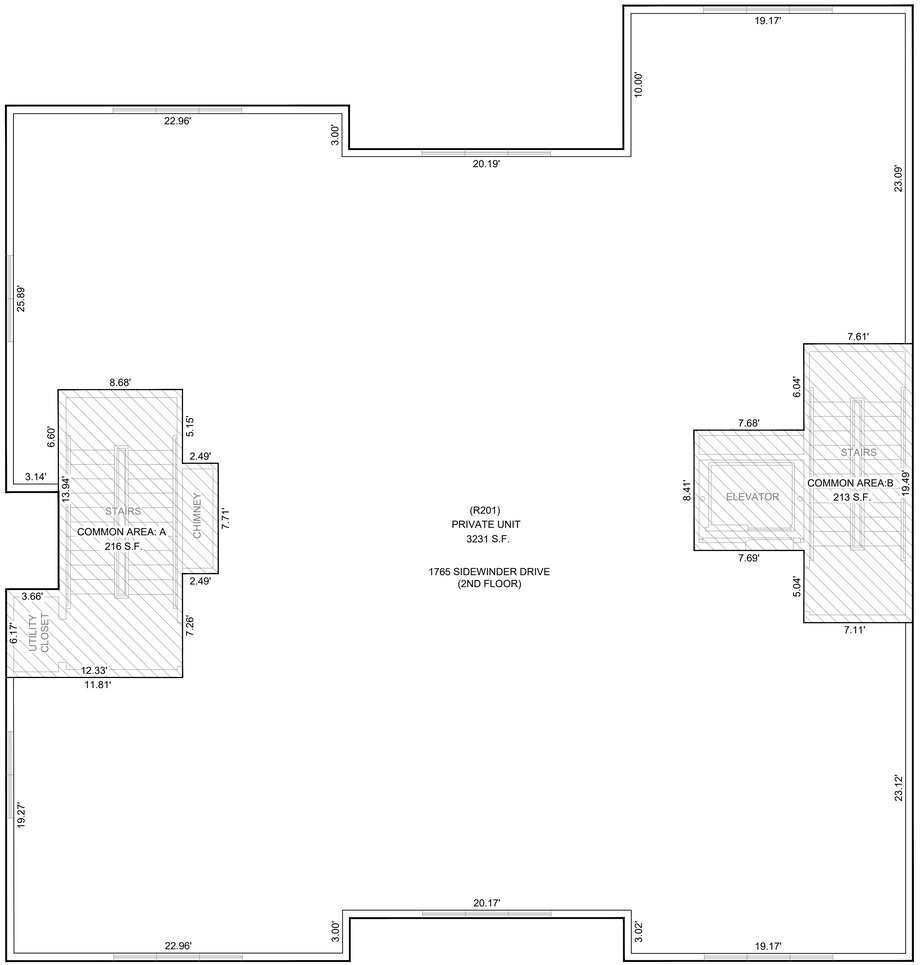
CLUB LESPRI - 1ST AMENDED

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE:
NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

preliminary

NORTH

0 1" = 5' 1"



COMMON AREA

PRIVATE SPACE

LEGAL DESCRIPTION

LOT 6, AMENDED PLAT OF PROSPECTOR SQUARE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED DECEMBER 26, 1974 AS ENTRY NO. 125443 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

NOTES

1. THIS PLAT IS INTENDED TO AMEND THE 2ND FLOOR OF THE CLUB LESPRI CONDOMINIUM PROJECT, ENTRY NUMBER 633765, AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE. NO OTHER FLOORS WERE AMENDED WITH THE RECORDATION OF THIS PLAT.
2. THE EXTERIOR BOUNDARY OF CLUB LESPRI CONDOMINIUM PROJECT HAS NOT CHANGED.
3. THIS AMENDED PLAT MODIFIES THE CURRENT COMMON AREA AND PRIVATE SPACE ON THE 2ND FLOOR.
4. DIMENSIONS SHOWN HEREON ARE DERIVED FROM RECORD INFORMATION AS WELL AS MEASUREMENTS IN THE FIELD.
5. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES. ALL INTERIOR ANGLES ARE 90° UNLESS OTHERWISE INDICATED.
6. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED OWNER(S) OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID PLAT CLUB LESPRI - AMENDED, AND DO HEREBY DEDICATE, FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. IN WITNESS WHEREOF, I/WE HAVE HEREUNTO SET OUR/MY HAND(S) THIS _____ DAY OF _____, 2021, AD.

BY: _____ _____
G. SCOTT ROGERS - MANAGER — DATE
CLUB LESPRI (FLOORS 1 & 2)

BY: _____ _____
G. SCOTT ROGERS - MANAGER — DATE
PARK CITY CLUB MEMBERS CLUB (FLOOR 3)

ACKNOWLEDGMENT

STATE OF UTAH)
: SS.
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021 A.D., PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE SIGNATURE(S) OF THE ABOVE OWNERS DEDICATION _____, WHO ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE ABOVE OWNERS DEDICATION AND CONSENT TO RECORD.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

STATE OF UTAH)
: SS.
COUNTY OF _____)

ON THE _____ DAY OF _____, 2021 A.D., PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE SIGNATURE(S) OF THE ABOVE OWNERS DEDICATION _____, WHO ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE ABOVE OWNERS DEDICATION AND CONSENT TO RECORD.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, TRAVIS R. GOWER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 6439364, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS CLUB LESPRI - 1ST AMENDED AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

LICENSED PROFESSIONAL LAND SURVEYOR
No. 6439364
TRAVIS R. GOWER
STATE OF UTAH

TRAVIS R. GOWER
P.L.S. 6439364 — DATE

preliminary

PARK CITY PUBLIC WORKS DEPARTMENT
APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2021. A.D.
_____
PUBLIC WORK DIRECTOR

PARK CITY COUNCIL APPROVAL
APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2021. A.D.
_____ _____
MAYOR — CITY RECORDER

NORTH SUMMIT FIRE DISTRICT
APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2021. A.D.
_____

ROCKY MOUNTAIN POWER
APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2021. A.D.
_____

QUESTAR GAS COMPANY
APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2021. A.D.
_____

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2021. A.D.
_____

PARK CITY PLANNING COMMISSION
APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2021. A.D.
_____
CITY PLANNING DIRECTOR

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, 2021. A.D.
_____
CITY ATTORNEY

PARK CITY ENGINEER
APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2021. A.D.
_____
CITY ENGINEER

SUMMIT COUNTY HEALTH DEPARTMENT
APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2021. A.D.
_____

PARK CITY RECORDER
RECORDED AND FILED AT THE REQUEST OF
_____
APPROVED THIS ____ DAY OF _____, 2021 AD.
TIME:_____ ENTRY# _____ FEE:_____
_____ _____
CITY RECORDER

SUMMIT COUNTY RECORDER
RECORDED AND FILED AT THE REQUEST OF
_____
APPROVED THIS ____ DAY OF _____, 2021 AD.
TIME:_____ ENTRY# _____ FEE:_____
_____ _____
COUNTY RECORDER

VICINITY MAP
PARK CITY, UTAH



LEGEND

SECTION CORNER (FOUND)	
SECTION LINE	
PROPERTY LINE	
LOT LINE	
SET MONUMENT	◉
FOUND MONUMENT	◎

CLUB LESPRI - 1ST AMENDED
A UTAH CONDOMINIUM PROJECT
NE 1/4 OF SEC 9, T2S, R4E, SLB&M,
PARK CITY, SUMMIT COUNTY, UTAH

epic ENGINEERING
3341 South 4000 West
West Valley, Utah 84120
(801)955-5605
50 East 100 South
Heber City, Utah 84032
(435)654-0600

0 1" = 5' 1"	PROJECT #: LESPRI
DRAWN: JF	DATE: 09/16/2021
CHECKED: TG	SHEET NO: 1 OF 2

N:\PROJ\2021 SM PROJECTS\CLUB LESPRI\DWG\SHEETS\CONDO PLAT 20210809.DWG

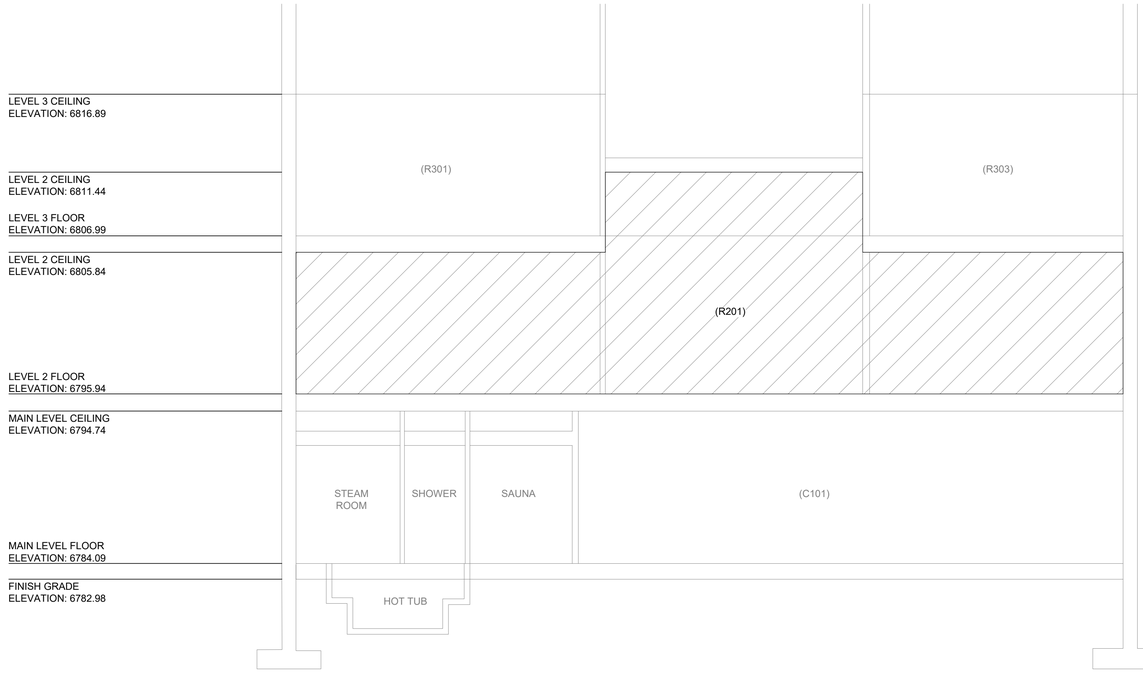
CLUB LESPRI - 1ST AMENDED

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE:
NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

preliminary

NORTH

0 1" = 5' 1"



LEGEND

- SECTION CORNER (FOUND)
- SECTION LINE
- PROPERTY LINE
- LOT LINE
- SET MONUMENT
- FOUND MONUMENT

CLUB LESPRI - 1ST AMENDED
A UTAH CONDOMINIUM PROJECT
NE 1/4 OF SEC 9, T2S, R4E, SLB&M,
PARK CITY, SUMMIT COUNTY, UTAH

epic ENGINEERING
3341 South 4000 West
West Valley, Utah 84120
(801)955-5605
50 East 100 South
Heber City, Utah 84032
(435)654-6600

0 1" = 5' 1"

DRAWN: JF	PROJECT #: LESPRI
CHECKED: TG	DATE: 09/16/2021
	SHEET NO: 1 OF 2

N:\PROJ\2021 SM PROJECTS\CLUB LESPRI\DWG\SHEETS\CONDO PLAT 20210809.DWG

PARK CITY
1884

Department of Community Development
Engineering • Building Inspection • Planning

July 12, 2001

Scott Rogers Club Lespri
2710 Silver Cloud Drive
Park City, Utah 84060

NOTICE OF PLANNING COMMISSION ACTION

Project Address: **1765 Sidewinder Drive**

Project Description: **Conditional Use Permit for a Timeshare**

Date of Meeting: **July 11, 2001**

Action Taken By Planning Commission: Approved in accordance with the Findings of Fact and Conclusions of Law as outlined in the staff report; and Conditions of Approval as written below:

Conditions of Approval:

1. All standard conditions of project approval shall apply to this project (see Exhibit D).
2. No changes to the building as approved by the Community Development Department on September 28, 2000 are approved as part of this application.
3. This approval shall be null and void as of July 11, 2002, unless the applicant has received a building permit for the project.

Any person who submitted written comment on a proposal, the owner of any property within three hundred (300) feet of the boundary of the subject site, or the owner of the subject property may appeal to the City Council any action pertaining to the approval or denial. The petition must be filed in writing with the City Recorder within ten (10) calendar days of a Planning Commission decision.

Best Regards,

Ray Milliner
Planner

Ordinance No. 02-26

AN ORDINANCE APPROVING A CONDOMINIUM CONVERSION FOR THE PROPERTY LOCATED AT 1765 SIDEWINDER DRIVE.

WHEREAS, the owner, Scott Rogers, of the property known as 1765 Sidewinder Drive, has petitioned the City Council for approval of a condominium conversion; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on June 26, 2002 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed condominium conversion allows the property owner to convert an existing building into ten (10) separate condominium units; and

WHEREAS, it is in the best interest of Park City Utah to approve the plat amendment.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The proposed condominium is located in the General Commercial Zone.
2. The structure was originally approved as a hotel which is an approved use in the 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 GC zone is 35 feet above grade.
8. The height of the existing structure is 35 feet above grade.
9. Building setbacks for the Prospector Square subdivision are zero (0).
10. The proposed plat changes the type of ownership of this property to condominium ownership.
11. The Park City Land Management Code and General Plan allow condominium conversions to commercial buildings in the GC zone when all minimum code requirements are met.
12. The applicant abandons the July 11, 2002 Planning Commission CUP approval for a timeshare use.
13. The applicant stipulates to all Conditions of Approval

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. This approval as conditioned is consistent with the requirements of Section 15.7of 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.

SECTION 3. CONDITIONS OF APPROVAL. The proposed subdivision plat attached as Exhibit A is hereby adopted with the following 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. This condominium record of survey plat 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.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 11th day of July, 2002.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Dana Williams, Mayor

Attest:

Janet M. Scott

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

ACTION BY WRITTEN CONSENT

Club Lespri Condominiums Association

Effective Date of August 31, 2021

The undersigned hereby consent in writing to the taking of the following actions without holding a meeting and hereby adopt the following resolutions in accordance with Article II of the Bylaws of Club Lespri Condominiums Association, adopted on September 6, 2002, and Article VI and Section 12.03 of the Condominium Declaration and Covenants, Conditions and Restrictions of Club Lespri Condominiums Association recorded in the Office of the County Clerk of Summit County, Utah on October 2, 2002 as Document No. 00633766, as amended on February 11, 2003, recorded in the Office of the County Clerk of Summit County, Utah on February 13, 2003 as Document No. 00648029 and as amended on December 9, 2003, recorded in the Office of the County Clerk of Summit County, Utah on December 19, 2003 as Document No. 00683431 (collectively, the "***Declaration***").

Whereas, the undersigned desire to approve the replating of the 6 residential condominiums on the 2nd floor of the Club Lespri building into a single, two-bedroom condominium suite attached hereto as Exhibit A and incorporated herein by this reference; and

Whereas, the undersigned collectively represent a 67% majority of the Total Votes of the Association as specified by the Utah Condominium Ownership Act (although only a 50%+ majority is required by the Declaration).

Now, therefore be it resolved, that the undersigned hereby consent to and approve the replating of the 6 residential condominiums on the 2nd floor of the Club Lespri building into a single, two-bedroom condominium suite attached hereto as Exhibit A and incorporated herein by this reference.

Further resolved, that the undersigned, hereby consent to and approve the resolutions set forth herein effective as of the date first set forth above, notwithstanding the actual date of signing, these resolutions may be executed in any number of counterpart signature pages, each of which together shall constitute a single instrument, and signatures delivered via facsimile, pdf copy, or via electronic signature shall be effective as if originals.

[Remainder of page intentionally left blank; Signature pages and Exhibit A follows]

For Units CL-C-101
CL-R-201 / CL-R-202 / CL-R-203 / CL-R-204 / CL-R-205 / CL-R-206
At the Club Lespri Condominiums

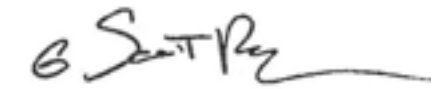
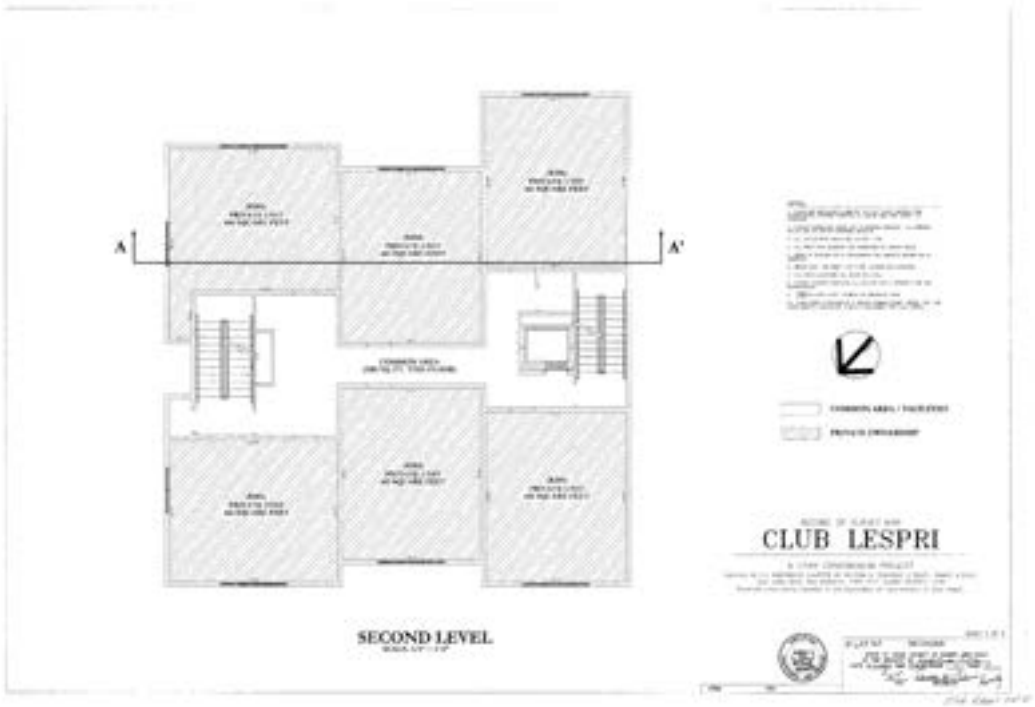
By: 
Name: G. Scott Rogers
Title: Manager of WT Capital Ventures, LLC
the Manager of Club Lespri, LLC

EXHIBIT A

Replat of 6 residential condominiums on the 2nd floor of the Club Lespri building into a single, two-bedroom condominium suite



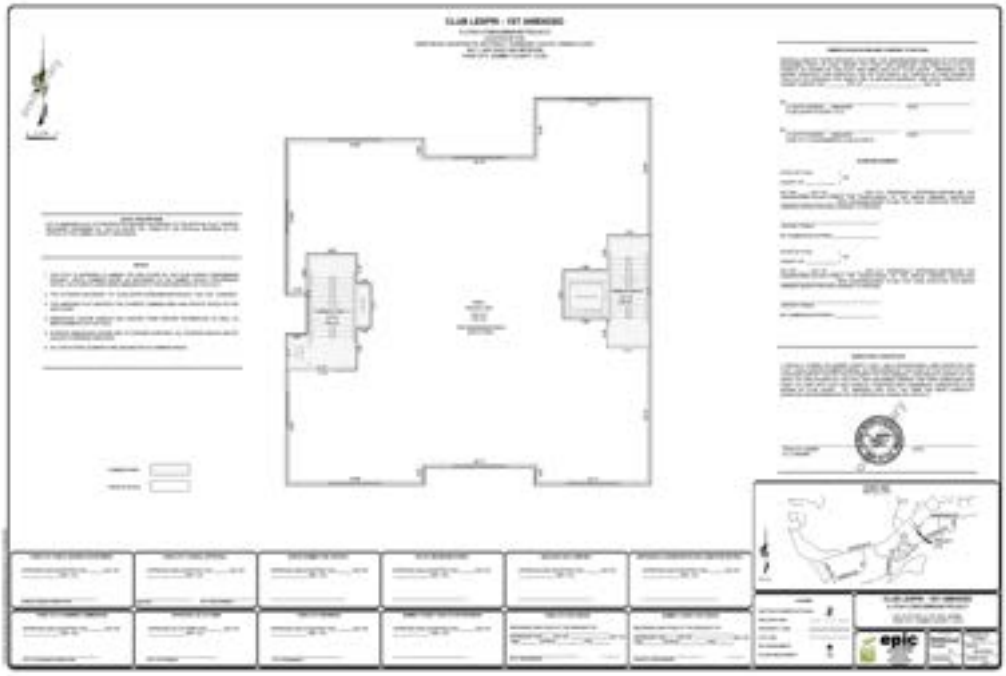


Exhibit A
Club Lespri Condominiums Association

ACTION BY WRITTEN CONSENT

Club Lespri Condominiums Association

Effective Date of August 31, 2021

The undersigned hereby consent in writing to the taking of the following actions without holding a meeting and hereby adopt the following resolutions in accordance with Article II of the Bylaws of Club Lespri Condominiums Association, adopted on September 6, 2002, and Article VI and Section 12.03 of the Condominium Declaration and Covenants, Conditions and Restrictions of Club Lespri Condominiums Association recorded in the Office of the County Clerk of Summit County, Utah on October 2, 2002 as Document No. 00633766, as amended on February 11, 2003, recorded in the Office of the County Clerk of Summit County, Utah on February 13, 2003 as Document No. 00648029 and as amended on December 9, 2003, recorded in the Office of the County Clerk of Summit County, Utah on December 19, 2003 as Document No. 00683431 (collectively, the "***Declaration***").

Whereas, the undersigned desire to approve the replating of the 6 residential condominiums on the 2nd floor of the Club Lespri building into a single, two-bedroom condominium suite attached hereto as Exhibit A and incorporated herein by this reference; and

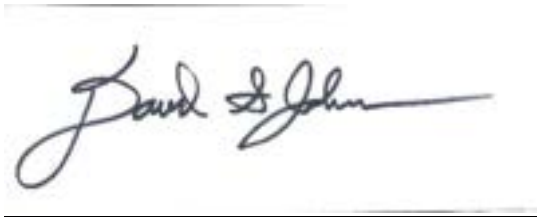
Whereas, the undersigned collectively represent a 67% majority of the Total Votes of the Association as specified by the Utah Condominium Ownership Act (although only a 50%+ majority is required by the Declaration).

Now, therefore be it resolved, that the undersigned hereby consent to and approve the replating of the 6 residential condominiums on the 2nd floor of the Club Lespri building into a single, two-bedroom condominium suite attached hereto as Exhibit A and incorporated herein by this reference.

Further resolved, that the undersigned, hereby consent to and approve the resolutions set forth herein effective as of the date first set forth above, notwithstanding the actual date of signing, these resolutions may be executed in any number of counterpart signature pages, each of which together shall constitute a single instrument, and signatures delivered via facsimile, pdf copy, or via electronic signature shall be effective as if originals.

[Remainder of page intentionally left blank; Signature pages and Exhibit A follows]

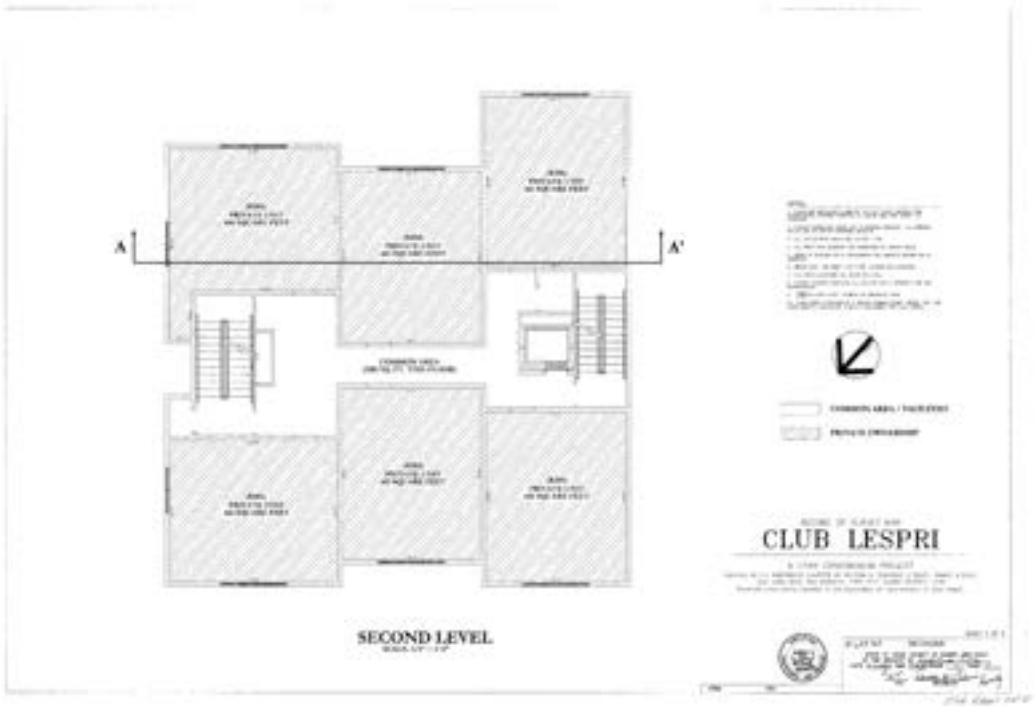
For Units CL-R-301 / CL-R-302 / CL-R-303 / CL-R-304
At the Club Lespri Condominiums



By: _____
Name: David G. Johnson
Title: Director
Park City Members Club, Inc.

EXHIBIT A

Replat of 6 residential condominiums on the 2nd floor of the Club Lespri building into a single, two-bedroom condominium suite



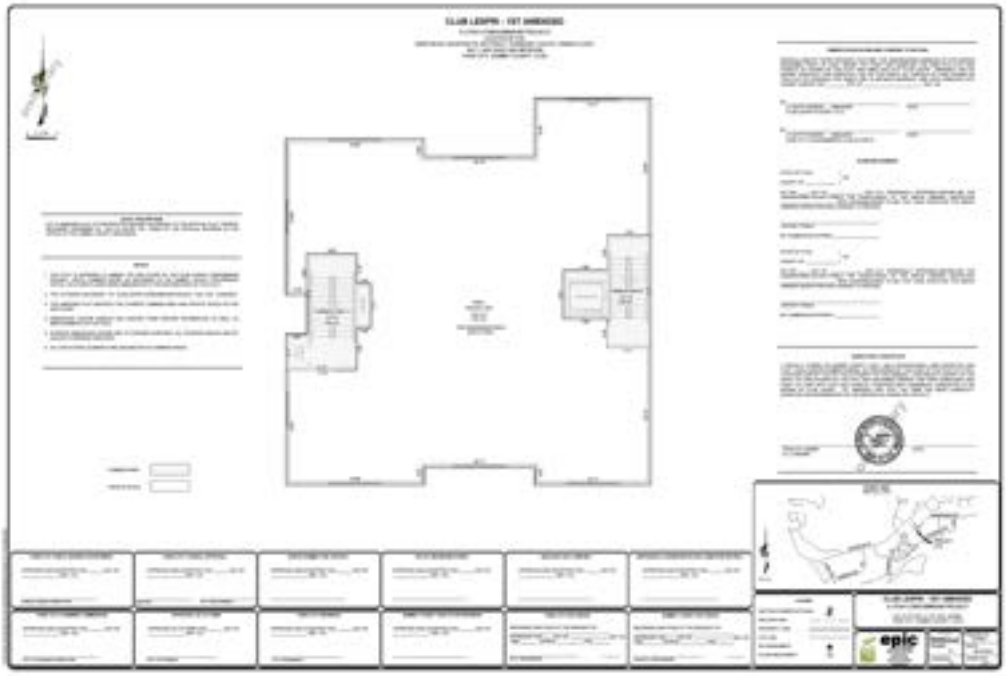


Exhibit A
Club Lespri Condominiums Association

October 18, 2021

Park City Planning Department
Park City, UT

RE: CLUB LESPRI STRUCTURAL OBSERVATION FOR AMMENDED PLAT

To Whom it May Concern:

I was asked to provide a structural observation letter regarding the changes to the condo plat at the Club Lespri building located at 1765 Sidewinder Drive, Park City UT. I visited the site on October 18, 2021. The plat amendment concerns the 2nd floor of the building.

The changes to the plat amendment include removing a wall. This wall is not load bearing and can be removed. The proposed changes do not affect the overall structural design or integrity of the building. The existing 2nd floor of the building is in very good shape and no structural issues were observed during my structural observation. I am recommending that the plat as designed and the as-built condition of the 2nd floor can remain as built.

If you have any questions or concerns, please feel free to contact me at your convenience.
Respectfully,



Epic Engineering, P.C.
Adam Huff, S.E.

RESOLUTION:
AUTHORIZATION OF PLAT AMENDMENT

WesternTrust, L.P., being the sole member of Club Lespri, LLC, a Utah limited liability company, hereby makes the following resolution:

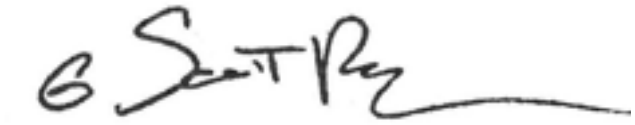
WHEREAS, Club Lespri, LLC is the owner of 6 residential condominiums on the 2nd floor of the Club Lespri building located at 1765 Sidewinder Drive, Park City, UT 84060 (Units: CL-R-201 / CL-R-202 / CL-R-203 / CL-R-204 / CL-R-205 / CL-R-206).

WHEREAS, WesternTrust, L.P. is the sole member of Club Lespri, LLC, which does not have an operating agreement; it is hereby

RESOLVED, that the plat amendment to the 2nd floor of the Club Lespri building, combining the 6 existing studio residential condominiums into a single two-bedroom condominium occupying the entire 2nd floor of the Club Lespri building, be approved as outlined in the Condominium Plat Application delivered to the Park City planning department on September 7, 2021.

The undersigned hereby certifies that he is authorized to execute this Resolution as the manager of WT Capital Ventures, LLC, the General Partner of WesternTrust, LP, the sole member of Club Lespri, LLC, a Utah limited liability company, and that the foregoing is a true record of a resolution made on the 15th day of October 2021, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I, G. Scott Rogers, have executed my name this 15th day of October, 2021.



Manager of WT Capital Ventures, LLC
General Partner of WesternTrust, L.P.
Sole Member of Club Lespri, LLC

AMENDMENT TO CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS AND RESTRICTIONS OF CLUB LESPRI CONDOMINIUMS

The undersigned has executed this Amendment to the Condominium Declaration and Covenants, Conditions and Restrictions of Club Lespri Condominiums (this "***Amendment***") to be effective as of the date of recording in the Office of the Summit County Clerk, Utah, pursuant to Article XXIII of the Declaration and Covenants, Conditions and Restrictions of Club Lespri Condominiums recorded in the Office of the County Clerk of Summit County, Utah on October 2, 2022 as Document No. 633766, as amended and recorded in the Office of the County Clerk of Summit County, Utah on February 13, 2003 as Document No. 648029 and as amended and recorded in the Office of the County Clerk of Summit County, Utah on December 19, 2003 as Document No. 683431 (collectively, the "***Declaration***"). Capitalized terms used herein but not defined shall have the respective meanings set forth in the Declaration.

WHEREAS, the Declaration governs that certain real property located in Park City, Utah consisting of residential and commercial condominiums in the Club Lespri building, each as legally described on **Exhibit A** attached hereto an incorporated herein by reference (collectively, the "***Property***");

WHEREAS, for purposes of acknowledging the replat of the 6 studio residential condominium units located on the 2nd floor of the Club Lespri building (R-201 / R-202 / R-203 / R-204 / R-205 / R-206) into a single 2-bedroom residential condominium (R-200), including impact on defined common areas;

WHEREAS, the Owners therefore desire to amend the Declaration to clarify and confirm the ownership and voting rights outlined in Exhibit "C" of the Declaration; and

WHEREAS, as required by Article XXIII of the Declaration, this Amendment has been approved by owners having ownership of not less than two thirds (67%) of the undivided interest in the Common Areas and Facilities.

NOW, THEREFORE, the Declaration is amended as follows:

1. Exhibit "C" of the Declaration outlining Ownership and Voting Rights is hereby amended and restated to read in its entirety as follows:

EXHIBIT "C"

OWNERSHIP AND VOTING RIGHTS

Unit #	Unit Square Footage*	Percentage Share of Voting Rights and Ownership of Common Area & Facilities**	Share of 2022 Annual Budget
C-101	2,870	25.0%	$45,000
R-200	3,231	45.0%	$81,000
R-301	458	7.5%	$13,500
R-302	460	7.5%	$13,500
R-303	440	7.5%	$13,500
R-304	440	7.5%	$13,500
TOTAL	**7,799**	**100.0%**	**$180,000**

* Unit Square Footage

The Unit Square Footage above is shown as it appeared in Exhibit "C" of the original Declaration for units C-101 / R-301 / R-302 / R-303 / R-304 and is shown as it appeared on the Club Lespri – 1st Amended plat map for unit R-200.

** Share of Voting Rights and Ownership

The percentage share of voting rights and ownership in the Common Area and Facilities shown above are based upon the percentage share of voting rights and ownership in the Common Area and Facilities as shown in the original Declaration, but with the valued of former units R-201 / R-202 / R-203 / R-204 / R-205 / R-206 being combined into the newly platted unit R-200.

2. Except as expressly amended by this Amendment, the Declaration, as amended, is and remains in full force and effect. References to section numbers or Articles refer to section numbers or Articles contained in the Declaration, unless otherwise expressly provided to the contrary.

IN WITNESS WHEREOF, the undersigned member of the Board of Trustees hereby certifies pursuant to Article XXIII of the Declaration that the vote required for this Amendment has occurred.

By: _____
Name: David G. Johnson
Title: Member of the Board of Trustees

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by David G. Johnson, in his capacity as a Member of the Board of Trustees, on this _____ day of _____, 20_____.

Witness my hand and official seal.

_____
Notary Public
My commission expires: _____

CONSENT TO RECORD

The undersigned, HOME SAVINGS BANK, holder of a deed of trust on property subject hereto, does hereby consent to the recordation of this Amendment to the Declaration.

By: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On the _____ day of _____, 20_____, personally appeared before me _____, signer of the above Consent to Record , who being duly sworn did confirm to be the _____ of Home Savings Bank, and that the Consent to Record was signed in behalf of said bank under authority granted by its Board of Trustees, and duly acknowledged to me that said Bank executed the same.

Witness my hand and official seal.

_____
Notary Public
My commission expires: _____

EXHIBIT A
Legal description of the Property

Unit C-101 Club Lespri Condominium; according to the official plat on file in the Summit County Recorder's office containing 2,870 sq ft together with an undivided 25% interest in the common area (Club Lespri LLC fka Georgetown Lofts as shown on the owners dedication of the official plat) 1639-79 2175-255.

Unit R-200 Club Lespri – 1st Amendment; according to the official plat on file in the Summit County Recorder's office containing 3,231 sq ft together with an undivided 45.0% interest in the common area _____.

Unit R-301 Club Lespri Condominium; according to the official plat on file in the Summit County Recorder's office containing 458 sq ft together with an undivided 7.5% interest in the common area 1545-19781588-1206-1207 1591-511.

Unit R-302 Club Lespri Condominium; according to the official plat on file in the Summit County Recorder's office containing 460 sq ft together with an undivided 7.5% interest in the common area (Club Lespri LLC fka Georgetown Lofts as shown on the owners dedication of the official plat) 1591-513.

Unit R-303 Club Lespri Condominium; according to the official plat on file in the Summit County Recorder's office containing 440 sq ft together with an undivided 7.5% interest in the common area 1507-898 1588-12091591-511.

Unit R-304 Club Lespri Condominium; according to the official plat on file in the Summit County Recorder's office containing 440 sq ft together with an undivided 7.5% interest in the common area 1507-898 1588-12101591-511.

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:	**October 27, 2021**
Type of Item:	**Administrative – Conditional Use Permit & MPD 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; 2) an amendment to the 2007 Flagstaff Development Agreement; and 3) a Conditional Use Permit for the Empire Pass Pod B2 East, Sommet Blanc Residences, also known as 9300 Marsac Avenue, adding to the findings of fact, conclusions of law, and conditions of approval as outlined in the Draft Final Action Letter (Attachment 2).

Description

Applicant:	Sommet Blanc Residences I LLC / Douglas Ogilvy and Hannah Tyler
Location:	9300 Marsac Avenue
Zoning District:	Master Planned Development (MPD) – Residential Development (RD)
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

Acronyms

AUE	Affordable Unit Equivalent
CC&R	Covenants, Conditions, and Restrictions
CUP	Conditional Use Permit
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 site is Lot 1 of the B2 East Subdivision (Parcel B2East, 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.

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 CUP application and 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.

Background

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

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:

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 (Please see Use analysis below). 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.

   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.*

   The original

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 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). The Applicant is proposing to set a height limit of **92 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. 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.

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 currently desired in the marketplace. 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 more traditional and heavier 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. However, Staff notes that some members of the Planning Commission have expressed concern with the proposed shift in design direction at recent Work Sessions.

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, then 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 and improvements. 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 LMC § 15-1-10 Conditional Use Permit
- The Land Management Code LMC § 15-6-4(K) MPD Modifications; and
- The Land Management Code LMC § 15-6 Master Planned Development Requirements

Topic:	Governing Document:	Relevant Code:
Unit Density Definitions	2007 Amended Agreement Substantive Amendment	2007 Amended Agreement 15-6-8
New Site Plan	2007 Empire Pass B-2 Master Planned Development Substantive Modification	15-6-5(G)
Building Height Exceptions	2007 Empire Pass B-2 East Master Planned Development Substantive Modification to 2007 MPD	15-6-5(F) 15-2.13-4
Parking	Potential Minor Amendment to 2007 MPD	15-6-5(E) Exhibit 3 and 4 - Transit and Parking

	2007 Empire Pass B-2 East Master Planned Development	Management Plans and comparison to mitigation in 2007 DA
Traffic and Transportation Mitigation	2007 Amended Agreement No change proposed, however: Evaluation of Transportation requirements and whether they are being met.	Exhibit 3 and 4 - Transit and Parking Management Plans and comparison to mitigation in 2007 DA, 2007 MPD, and Village Empire Pass MPD
Affordable Housing	2007 Amended Agreement No change proposed	Current LMC/Housing Resolution

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 would be considered 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	
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	The Applicant proposes the Planning

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 (Administration of Design Guidelines)	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 drawings dated April 24, 2006, **and the revised Sommet Blanc drawings dated 10/20/2021** 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 reviewed by the Planning Commission." (Pg. 9 of Exhibit H)	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 92 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."

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 unit's 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	Per LMC § 15-6-8 AUEs do not count towards the residential UEs of the MPD. **Complies.**
Affordable UEs:	(Only number of units were required)	5.9	
Accessible Units:	Not required	2	Per LMC § 15-6-8 Required ADA units do not count towards the residential UEs of the MPD. **Complies** 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 since the proposal complies with the maximum amount of square footage and is lower than the allotted 70 unit maximum, the amount of density is in line with previous approvals on the property.

ADA Units

In conversation with staff, the applicant has stated that Sommet Blanc meets 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.

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 directly related to a few items:

1. The Applicant attests that 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 Applicant attests that the HG plan could 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.

Hill Glazier Footprint	57,601 sf.

Site Area	300,857 sf.
Hill Glazier %	19%
Sommet Blanc %	19%

Sommet Blanc Footprints	
Building A	14,436 sf.
Building B	13,643 sf.
Building C	10,711 sf.
Connector	3,135 sf.
Villas	11,800 sf.
Villa Amenity	1,972 sf.
Total:	55,697 sf.

Volumetrics and Height

During the Flagstaff Mountain Annexation in 2002 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.

In the analysis presented for the approved 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 above specified benchmark grades.

The UEs are consistent, so the only square footage that is not counted in either plan is the Support Resort Commercial space. 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.

The maximum Building Height proposal of 92 feet above benchmark grade for only Building C is a change requested by the applicant after responding to feedback on the design through 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. 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.

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:

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;

(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."*

Lot 1 adheres to minimum RD zone setbacks including (See Exhibit B, Page 5):

Front yard 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 Yard Setbacks	Minimum 15 feet rear setbacks. Proposed minimum rear setback is 15 feet. **Complies.**
Side Yard 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."*

(E) OFF STREET PARKING.

Complies. Not affected by new proposals. (Also evaluated in CUP below)

(F) BUILDING HEIGHT.

Requires an amendment to the MPD.

Please refer to section (A) DENSITY above for discussion on the Density, Volumetrics, and 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 sited over the location of the now demolished Discovery Gallery sales office and East-West development office. Additionally, the site holds the concrete covered shaft of the old Mazepah mine shaft which has been sealed. 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.

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 that support a new sewer line creating a connection through the property to connect to the future restaurant as permitted in the DA.

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

(I) Sensitive Lands Compliance
Complies.
Please see review under CUP 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). This is a total of 5.9 AUEs or 4,683 sf. 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 hotel and condominiums.

(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.

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).

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

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

(O) Historic Sites
Complies.
There are no Historic Sites on the B2-East development Lot. The Daly West Headframe is located on the Montage lot and is currently requiring 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).

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 already call out some existing limitations and allowances, in addition, the Planning Commission must review each of the following items when considering whether or not the proposed CUP mitigate impacts of and addresses the following:

1. **<u>Size and location of the Site;</u>**
   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 an additional 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.

The Commission should consider the impacts created by the addition of the road and the change in location of the density from the southern part of the lot to the northern will not be considered significant. It is difficult to compare the site disturbance that each development would have created mainly due to the lack of complete drawings and engineering work completed on the HG plans. The Applicant attests that due to the annexation taking a holistic approach, the whole lot was considered for clustered development rather than specific areas called out. The redistribution of development supports Deer Valley Resort but it remains unclear if the site disturbance can necessarily be considered less than the previous HG plans.

2. **<u>Traffic considerations including capacity of the existing Streets in the Area;</u>**

No unmitigated impacts.
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. Utility capacity, including Storm Water run-off;
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

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 Flagstaff Development 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. Per Flagstaff DA, parking stall requirement is reduced by 25% to 98.25 which rounds up to 99. 102 spaces shown will be reduced to 99 required.

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. This is not a City requirement. 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).

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 villas units are proposed to be accessed from the upper driveway. 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.

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 plan shall indicate mitigation for removal of identified significant trees.

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

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, but 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 other neighbor the Montage and there are no other developments on the adjoining lots.

9. Usable Open Space;

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 t 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.

The Mid-Mountain trial 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 to the Trails and Open Space manager, Heinrich Deters.

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. <u>Signs and lighting;</u>

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. Condition of Approval #2
   All signs shall comply with LMC Title 12, Sign Code.
2. Condition of Approval #3
   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. <u>Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;</u>

No unmitigated impacts.

As part of the MPD and Agreement 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 Design Guidelines Book V – Site, Landscape, and Architectural Design Guidelines for Pod B2 East (Please see 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 Flagstaff Agreement, 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 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, then 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. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;

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; and

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 the SLO zone was established in 2000 and the original DA was created in 1999. Additionally, the 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. Deer Valley asserts itself as offering an exceptional skier experience and the time, effort and resources put forth by the Applicant and the Planning Commission allow the proposal to support and benefit the exceptional quality of the area and the neighborhood.

Department Review

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

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.

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.

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 – Planning Commission Site Visit Agenda – Open to the Public
Attachment 2 – 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

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;
      1. 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 Final Design Approval from the Empire Pass Design Review Board.
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 A 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.
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 drawings dated April 24, 2006, and 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 and an allowance of 92 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".

I. Building C is the only structure granted an exception for building height of up to 92' above the benchmark grade stated in the MPD.
J. This building height was approved based on a site specific analysis made by the Planning Commission.
K. 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 92 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."
L. Lot 1 adheres to minimum RD zone setbacks.
M. 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.
N. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs).
O. The applicant proposes eight (8) Affordable housing units (Six Studio apartments and two, two-bedroom units). This is a total of 5.9 AUEs or 4,683 sf.
P. Staff does not recommend that a Child Care center be provided on-site.
Q. The Mazepah mine shaft, located on Lot 1, was permanently closed in 2016 under geotechnical supervision.
R. In August of 2018, the EPA confirmed that all mine soil remediation work performed on site was in accordance with EPA requirements.
S. There are no Historic Sites on the B2-East development Lot.
T. The proposal complies with the RD Zoning District Requirements outlined in LMC § 15-2.13.

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 November 13, 2019.
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 January 10, 2018.
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 9, 2019.
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 two (2) EHU 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 EHUs are subject to a deed restriction.
14. The CCRs shall limit the HOA dues related to the deed restricted employee housing unit (EHU) in order to ensure the Unit 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 be a minimum of 800 sf to meet the plat note requirement of 2.0 EUEs for this lot. One EUE 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 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.
28. 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).
29. 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.
30. A final approved storm water plan, as well as final utility and grading plans, are required prior to issuance of a building permit.
31. 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.
32. 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.
33. 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.
34. 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)
35. Sufficient screening and landscaping separate the use from adjoining uses.
36. The applicant must receive Final Design Approval from the Empire Pass Design Review Board.
37. 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.

PARK CITY REGULAR PLANNING COMMISSION MEETING - SITE VISIT
SUMMIT COUNTY, UTAH
October 27, 2021, 4:00 PM

SITE VISIT – 9300 MARSAC AVENUE

AGENDA

Mid-Mountain Trailhead Parking Lot

4:00 Overview – Chair Phillips and Director Milliken

4:05 Proposed redesign of Mid-Mountain trail and parking lot – Heinrich Deters, Trails & Open Space Mgr.

4:15 Proposed curb-cuts and road design – John Robertson, City Engineer & UDOT Representative

4:25 Walk/drive to 9300 Marsac

9300 Marsac Ave.

4:30 Site Overview – Dave Thacker, Chief Building Official

4:40 Sommet Blanc proposal walk through – Applicant

5:00 Site Visit Adjourn

October 27, 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	Conditional Use Permit & MPD Amendment
Action Taken	Approved
Date of Action	October 27, 2021

On October 27, 2021, the Planning Commission held a public hearing and Approved your Conditional Use application and Amendments to the 2007 Pod B2, Empire Pass Master Planned Development and 2007 Flagstaff Development Agreement 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;
      1. 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 Final Design Approval from the Empire Pass Design Review Board.

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 A 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).

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    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.
    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).
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   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 drawings dated April 24, 2006, and 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 and an allowance of 92 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".
   I. Building C is the only structure granted an exception for building height of up to 92' above the benchmark grade stated in the MPD.
   J. This building height was approved based on a site specific analysis made by the Planning Commission.
   K. 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 92 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."

L. Lot 1 adheres to minimum RD zone setbacks.
M. 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.
N. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs).
O. The applicant proposes eight (8) Affordable housing units (Six Studio apartments and two, two-bedroom units). This is a total of 5.9 AUEs or 4,683 sf.
P. Staff does not recommend that a Child Care center be provided on-site.
Q. The Mazepah mine shaft, located on Lot 1, was permanently closed in 2016 under geotechnical supervision.
R. In August of 2018, the EPA confirmed that all mine soil remediation work performed on site was in accordance with EPA requirements.
S. There are no Historic Sites on the B2-East development Lot.
T. The proposal complies with the RD Zoning District Requirements outlined in LMC § 15-2.13.

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 November 13, 2019.
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 January 10, 2018.
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 9, 2019.
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 two (2) EHU 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 EHUs are subject to a deed restriction.
14. The CCRs shall limit the HOA dues related to the deed restricted employee housing unit (EHU) in order to ensure the Unit 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 be a minimum of 800 sf to meet the plat note requirement of 2.0 EUEs for this lot. One EUE 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 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.
28. 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).
29. 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.
30. A final approved storm water plan, as well as final utility and grading plans, are required prior to issuance of a building permit.
31. 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.
32. 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.
33. 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.
34. 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)
35. Sufficient screening and landscaping separate the use from adjoining uses.
36. The applicant must receive Final Design Approval from the Empire Pass Design Review Board.
37. 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 9/8/21 Planning Commission Work Session

October 5th, 2021

At the 9/8 Planning Commission Work Session, the Applicant presented a revised site plan that stepped Building A down next to the Empire Day Lodge and reduced number of villas from five to four. This density was shifted to an additional floor on Building C. Along with this massing shift, the roof lines on Buildings A and B were tweaked and the area of green roof was increased. The proposed massing shifts were well received by Planning Commission.

The Applicant also presented multiple examples of flat and low sloped roofs in other Park City MPDs along with architectural reasons for pursuing this modern design direction. The majority of Planning Commission was supportive of the architectural direction when presented in conjunction with the massing shifts.

Based on the above feedback, the Applicant has submitted an updated CUP submission to reflect the design presented on 9/8 and is requesting a Public Hearing and action on the application. With inclusion of all required plans and elevations, the current submission is much thicker than that presented in September.

The community benefits associated with the Sommet Blanc project were presented at the 6/9 Planning Commission Work Session. A brief summary is provided below for the benefit of the public not present 6/9. At the 9/8 Work Session, Deer Valley voiced support for the project as currently designed and the Applicant's efforts to work closely with Deer Valley to provide a positive guest experience for skiers on the adjacent lands.

Planning Commission requested additional information regarding traffic and the relationship of Sommet Blanc to Twisted Branch Road which is discussed further below. A site visit prior to the next meeting was also requested.

1.0 Required Approvals

If Planning Commission supports the project as presented, the following approvals are required prior to granting a Conditional Use Permit:

1. **Amend Flagstaff Development Agreement** to permit four (4) more PUD units.

2. **Ratify Adoption of Book V (B2E) of the Empire Pass Design Guidelines** as previously approved by Empire Pass Design Review Board on 5/20/21.

3. **Amendment to MPD Volumetric Guidelines for B2 East** as shown on Page 96 of the Applicant's submission.

1.1 Amendment to Flagstaff Development Agreement

Under the Flagstaff DA, Section 2.2.1.3 addresses allocation of approved density between product types within the Mountain Village:

> ***2.2.1.3 Maximum Density.*** *The maximum density within the Mountain Village is 785 Unit Equivalents configured in to 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. Additionally, the Mountain Village may contain up to 16 detached single family home sites.*

To construct the four villas on the Upper Driveway in conformance with the current Flagstaff DA, the four units would need to be joined as one long building. Planning Commission has previously expressed support for separating the four villas into two separate buildings, each of which is a duplex. This is not currently permissible since the 60 PUD units currently permitted have already been allocated:

• Moonshadow single detached units	8
• Larkspur East Duplex units	6
• Paintbrush single detached units	12
• Belles single detached units	17
• Nakoma single and duplex units	17
	60

To accommodate splitting the four villas into two separate buildings, the Applicants propose a simple amendment to the Flagstaff DA, replacing eleven (11) dwelling units configured as multi-family with four (4) dwelling units configured as PUD units. (PUD units are a subset of multi-family units).

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 as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.*

This proposed change does not impact total density at Empire Pass. Since the proposed PUD units are larger than the typical Empire Pass multifamily unit, the Applicant is proposing an overall reduction in total number multi-family units as an offset to the increased number of PUD configured units within the 785 UEs of approved multi-family.

1.2 Ratify Amendment to Flagstaff Design Guidelines

As permitted under Section 11.6 of the Flagstaff CCRs below, on May 19th, 2021, the Empire Pass Design Review Board approved adoption of Book V (B2 East) as an addition to the current Design Guidelines. Book V applies only to the Sommet Blanc site (B2 East). Since the current Empire Pass Design Guidelines were previously approved by Planning Commission as part of the 2004 Empire Pass Technical Reports, it is recommended that Planning Commission ratify the adoption of Book V.

11.6 Design Guidelines and Rules. The Design Review Board shall adopt, establish, and publish from time to time Design Guidelines, which shall be a Governing Document of Empire Pass. The Design Guidelines shall define and describe the design standards for Empire Pass and the various uses therein. The Design Guidelines may be modified or amended from time to time by the Design Review Board. To the extent permitted by the Design Guidelines, the Design Review Board, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. Compliance with the Empire Pass design review process is not a substitute for compliance with applicable Municipal Authority building, zoning, and subdivision regulations and requirements, and each Owner is responsible for obtaining all applicable Municipal Authority approvals, licenses, and permits as may be required in addition to obtaining final approval of any Improvements from the Design Review Board prior to commencing construction.

It is the opinion of the Applicants, the Declarants (REDUS and Storied Development) and the Empire Pass Design Review Board that B2 East is a distinct neighborhood within Empire Pass well separated from the Empire Pass Village, and with no immediate neighbors other than the Empire Day Lodge and the Montage Deer Valley. As a distinct neighborhood, B2 East can support a contemporary architectural vernacular that ties together the three condominium lodges and the villas on the upper site. Book V (B2 East) was adopted after

multiple meetings and document iterations reviewed with the Design Review Board.

Book V (B2 East) is a bold deviation from the 2004 Guidelines which drew inspiration from Craftsman architectural traditions and the historic mountain lodges of the West. Rather than encouraging design based on historic structures from the early 20th century, Book V (B2 East) encourages fresh architecture celebrating the beauty of the surrounding mountains with generous windows and outdoor living areas. Traditional 4:12 roof pitches are replaced with flat and very low pitched roofs better suited to snow retention. Cantilevers and facade shifts provide articulation and interest. Book V (B2 East) recognizes the use of contemporary building materials such as exposed structural steel, board formed concrete and wire mesh balcony enclosures.

1.3 Amendment to MPD Volumetric Guidelines for B2 East

Just as the original CUP approval for the Montage ran in parallel to the 2007 MPD approval, the Applicants have proposed an amendment to the Pod B2 East MPD Volumetric Guidelines in parallel with the CUP approval for the Project.

At the time of the prior volumetric approval for Development Pod B2, the main focus was on B2 West, now the site of the Montage Deer Valley. Architectural study of the B2 East site was limited, and the volumetric guidelines approved at that time created a sub-optimal relationship between the buildings, the ski trail, and the hillside behind the buildings. In the 9/8 Planning Commission Work Session the Sommet Blanc site plan and massing was compared to the site plan and massing from the 2007 MPD. Planning Commission was supportive of the revised site plan and massing as presented at the 9/8 Work Session.

The Amended Volumetric Guidelines for B2 East shown in Exhibit 5 (Page 96) of the Applicant's submission codify the site plan and massing as previously presented. A text amendment will also be required. The Amended Volumetric Guidelines reference Benchmark Elevations for establishing building height in a similar manner to that used for the Montage.

For the lodge buildings adjacent Lucky Jack ski trail, the Amended Volumetric Guidelines set Building Heights of 70', 82' and 94' above four distinct Benchmark Elevations. The lowest building height is adjacent the Empire Day Lodge with the highest building height at the southern edge of the site farthest from Marsac Avenue and the lift line queue at Ruby Chair. These building heights are consistent with those at Empire Pass Village and much lower than those approved for the Montage.

For the condominium villas on the upper driveway, the Amended Volumetric Guidelines set a maximum building height of 40' above Natural Grade.

1.31 Rationale for Approval of Amended Volumetric Guidelines

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:

a. *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. This application does not increase square footage or Building Volume over that approved in the 2007 MPD Amendment.

   The proposed buildings provide significant variations in facades as demonstrated in the architectural renderings. The changes to building massing presented on 9/8 increased the articulation by lowering the ridge line on Building A adjacent the Empire Day Lodge while lifting the ridge line on Building C at the south end of the property.

b. *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 Day Lodge will continue to enjoy excellent solar exposure from the south with ample air circulation. At the direction of Planning Commission, the project was amended to reduce building height immediately adjacent the Empire Day Lodge.

c. *There is adequate landscaping and buffering from adjacent Properties and Uses. Increased Setbacks and separations from adjacent properties are being proposed;*

The southwest boundary of B2 East follows Deer Valley's Lucky Jack ski trail. Responding to Deer Valley concerns regarding the skier experience, the lodge buildings are set back a minimum of 40' from this property line and 12' from the Empire Day Lodge property line. These setbacks provide adequate buffering and opportunity for landscaping. Landscaping details are provided in Exhibit 1 of Applicant's submission.

d. *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 (including pod B2 East) resulting in open space on the order of 88% within the Flagstaff Annexation Area. The vast majority of this open space provides passive recreation, trails, ski terrain, wildlife habitat and viewsheds.

e. *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 Amended Volumetric Guidelines dictate significant vertical variation in ridgeline climbing with the slope of the adjacent ski trail. The architecture of the proposed buildings includes considerable articulation at the roofline.

The Amended Volumetric Guidelines for Pod B2 East Volumetric Guidelines facilitate 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.

2.0 Community Benefits

2.1. Amending the DA to permit four additional PUD units will reduce the total number of dwelling units at Empire Pass. Separating the villas into two separate buildings reduces the visual impact of those homes and allows for the introduction of landscaping between the two buildings.

2.2. Ratifying the adoption of site specific design guidelines for the site facilitates the introduction of crisp and fresh design by a renowned architectural firm. Homes and condos constructed during Deer Valley's first thirty years of operations are now undergoing major renovations as owners and new buyers endeavor to respond to changing architectural tastes. All of the most prominent communities in the Greater Park City area have moved decidedly in the contemporary architectural direction as have competing mountain resort communities.

2.3. Amending the volumetric guidelines for the site has many upsides:

- Improved skier experience by 50% increase in width of *Lucky Jack* ski trail.
- Improved skier experience by moving villas density from adjacent *Lucky Jack* to adjacent Twisted Branch Road.
- Retention of opportunity for future skier overpass to provide second ski trail from top of *Ruby Chair.*
- Improved relationship between *Lucky Jack* ski trail and adjacent landscaped courtyard.
- Much increased separation between buildings to open view corridors between buildings to forested hillside beyond.
- Better traffic flow on Marsac Roundabout by moving porte cohere and parking lot entries onto internal driveways.

2.4 Additional Affordable Housing. Applicant is proposing to build almost 50% more affordable housing than required under Flagstaff DA.

2.5 Enhancements to the adjacent Mid Mountain Trail parking lot. Proposed trailhead improvements will improve safety and aesthetic of this very busy trailhead.

2.6 A mid-mountain public restaurant and bar with sun soaked patio as another dining alternative for Deer Valley Resort guests and the Park City community.

2.7 Reduced traffic related to 40% reduction in number of dwelling units on site from original entitlement under 2007 MPD.

2.8 Reduced traffic due to generous on-site amenity program.

2.9 Bike friendly design with generous private storage lockers for every unit.

2.10 Electric vehicle friendly design. Individual parking stalls are supplied with sufficient electrical capacity for installation of EV charging units.

2.11 Green roofs rather than snow shedding pitched roofs. Green roofs will retain snow and blend with natural landscape during summer months as viewed from Mid Mountain Trail.

2.12 Elimination of sewer impacts on ski experience by relocation of Hot Creek sewer to east side of Lodge buildings. This is a matter of significant concern to Deer Valley due to heat and odors associated with sewer manholes.

2.13 Long term parking solution for Fireside Dining. Empire Day Lodge was originally constructed with no guest parking and has relied on temporary parking on the B2 East site since the opening of the original Empire Pass Sales Gallery. The 2007 Flagstaff DA Amendment created the opportunity (but not the obligation) to address guest parking on B2 East site. Proposed Sommet Blanc development provides a dedicated parking level for Deer Valley dining guests.

3.0 Traffic

The Sommet Blanc project reduces the number of dwelling units on the B2 East property by over 40% and the number of bedrooms by approximately 25%. In addition, the generous on-site amenities included within the project will reduce the number of trips off property. Like all other properties at Empire Pass, owners and guests have access to the complimentary Empire Express shuttle service for trips to Main Street and elsewhere in Park City.

4.0 Twisted Branch Road

Twisted Branch Road ("TBR") is a private road which starts above and to the east of the Sommet Blanc site. In accordance with former municipal approvals, public access is not provided to TBR and the road stops 114' shy of the Wasatch County boundary. At the most recent Planning Commission Work Session, an individual with property holdings in Brighton Estates (Wasatch County) raised questions about TBR and suggested that somehow there is a relationship between the Sommet Blanc project and his desire to see public access to TBR.

The owners of the B2 East property have no ownership interest in TBR nor any control in how it is operated. The main access to the Sommet Blanc project is from a UDOT approved curb on the Marsac Roundabout one quarter mile before the start of TBR. The access to the four villas on the upper driveway is 250' before the TBR turnoff.

The Sommet Blanc project entails less dwelling units and bedrooms than currently entitled on the site and with access from curb cuts north of the start of TBR. **Clearly there is no nexus between the impact of the proposed project and the operational status of Twisted Branch Road.** Clearly development of the Sommet Blanc project will have no impact on the safety of the Guardsman Pass Road.

Furthermore, the Applicants are proposing improvements to the Mid Mountain Trail parking lot on private land east of the Sommet Blanc property with the goal of improving traffic safety on the Guardsman Pass Road as described below.

5.0 Mid Mountain Trail & Parking

Mid Mountain Trail, one of Park City's most iconic mountain bike experiences, traverses the Property, running from north to south east of the villas on the upper driveway. As part of the mitigation plan for the construction of the Hot Creek sewer line across the Property, the Applicants have constructed a detour for the trail section between SR-224 and the *Payroll* bike trail. The City's Trails & Open Space Manager has reviewed and approved this new section of trail as a permanent alignment of *Mid Mountain Trail* through this area. The Applicants also propose rerouting *Mid Mountain Trail* east of the Guardsman Pass Road in conjunction with improvements to the adjacent trailhead parking lot.

At the request of the City, and with the cooperation of the adjacent property owner on which the parking lot is situated, the Applicants are proposing to reconstruct the trailhead parking lot to increase the number of parking spaces and improve safety for pedestrians and cyclists. Subject to review and approval of UDOT and the City Engineering Department, the reconstructed parking lot shown in the attached exhibit will include 30 parking spaces (an increase of 5), a

trailhead kiosk and trailhead composter toilet facilities. The new parking lot will be physically separated from the Guardsman Pass Road by a guardrail and landscape berm. UDOT has approved the proposed trail crossing of SR 248 as shown.

6.0 Conditional Use Permit

The final approval requested of Planning Commission is approval of a Conditional Use Permit (CUP) based on the amended volumetric and design guidelines presented above. The Empire Pass Design Review Board ("DRB") granted Preliminary Approval for the Sommet Blanc project on June 9, 2021. On July 27, 2021, the DRB amended the Preliminary Approval following review of updated plans that were subsequently reviewed by Planning Commission at the September 8, 2021 Work Session.

The Applicant's attached submission includes updated architectural plans, elevations and renderings for the proposed Sommet Blanc project along with updated civil and landscape plans. A detailed statistical summary is provided on Page 36 (Exhibit 2). Highlights are provided below.

	Req'd/Permitted	Proposed
Residential Units	81	47
Residential UEs	81	81
Residential	162,000 sf	162,000 sf
Resort Support Comm'l	3,600 sf	3,600 sf
Affordable Units		6
Affordable UEs	4.2	5.9
Accessible Units		2
Lodge Bldg Parking	101.25	102
Empire Day Lodge Parking	0/75	60

SOMMET BLANC

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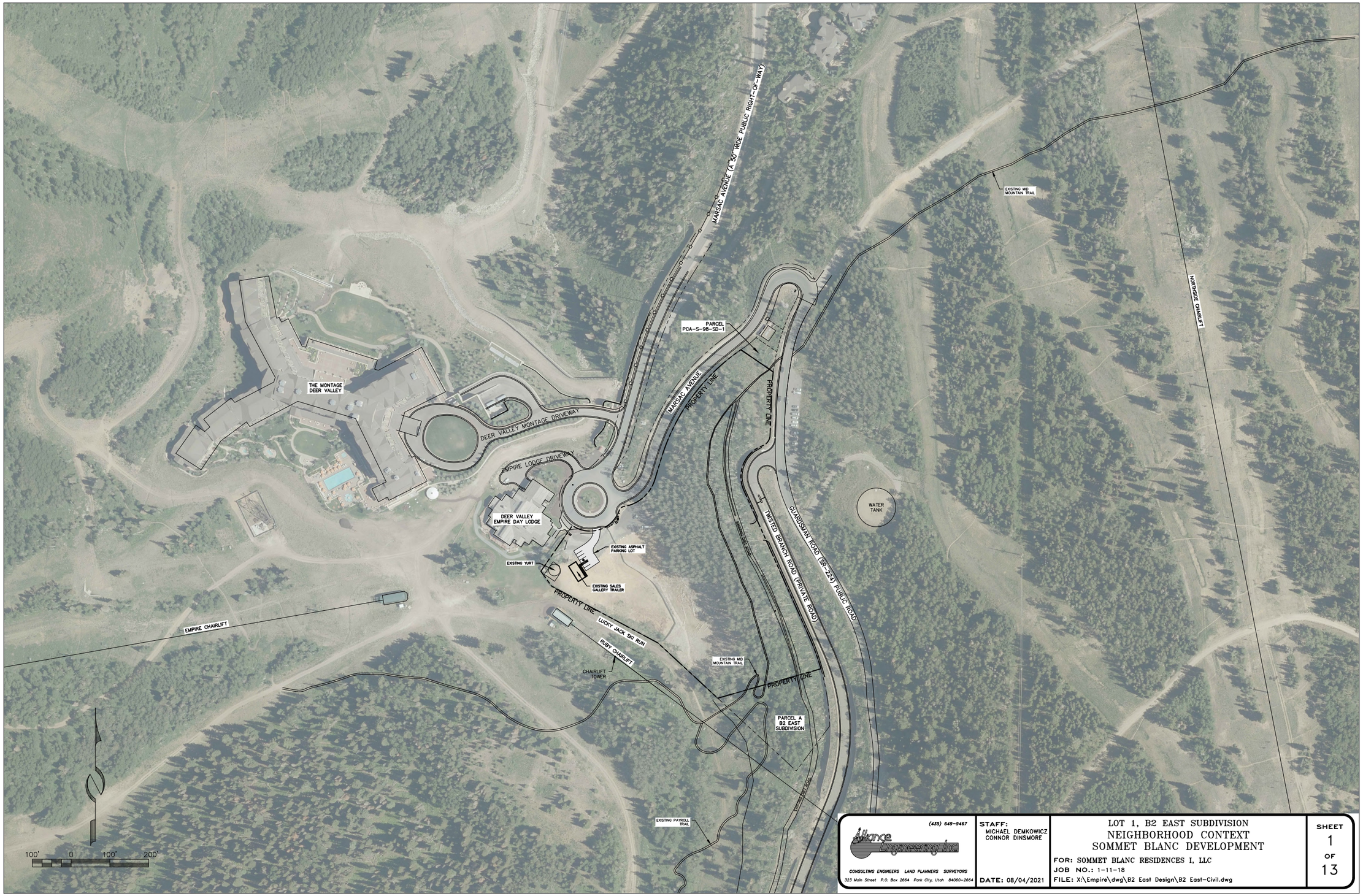
Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 1 - Civil & Landscape Design
September 29th, 2021



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

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 08/04/2021

LOT 1, B2 EAST SUBDIVISION
NEIGHBORHOOD CONTEXT
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 13

THE MONTAGE DEER VALLEY

DEER VALLEY MONTAGE DRIVEWAY

EMPIRE LODGE DRIVEWAY

DEER VALLEY EMPIRE DAY LODGE

MARSAC AVENUE (A 50' WIDE PUBLIC RIGHT-OF-WAY)

PROPERTY LINE

EXISTING WATER PUMP STATION

PARCEL PCA-S-98-SD-1

12' SIDE SETBACK

UTAH POWER AND LIGHT 60' WIDE EASEMENT

20' FRONT SETBACK

10FT WIDE GAS AND WATERLINE EASEMENT PLAT ENTRY NO: 188753M

10FT WIDE SNOW STORAGE EASEMENT AND NON-EXCLUSIVE PUBLIC UTILITY EASEMENT

EXISTING MID MOUNTAIN TRAIL

EXISTING DIRT ROAD

QUESTAR GAS COMPANY GAS LINE EASEMENT RECORDED: OCTOBER 17, 2001 ENTRY NO.: 600844 BOOK 1802, PAGE 582

EXISTING MSE RETAINING WALL

EXISTING GATE

WATER TANK

EXISTING RIP-RAP DETENTION BASIN

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT SEWER LINE EASEMENT RECORDED: JUNE 14, 2013 ENTRY NO.: 11153841 BOOK 2578, PAGE 1501

TWISTED BRANCH ROAD (PRIVATE ROAD)

GUARDSMAN ROAD (SR-224) PUBLIC ROAD

10FT WIDE SNOW STORAGE EASEMENT AND NON-EXCLUSIVE PUBLIC UTILITY EASEMENT

15' REAR SETBACK

EXISTING MSE RETAINING WALL

EXISTING RIP-RAP DETENTION BASIN

EXISTING ASPHALT PARKING LOT

EXISTING YURT

EXISTING SALES GALLERY TRAILER

30' WIDE SKI RESORT EASEMENT

SKIWAY BUFFER EASEMENT GRANT OF EASEMENT RECORDED: OCTOBER 25, 2018 ENTRY NO.: 1100594 BOOK 2484, PAGE 0435

SKI RESORT EASEMENT GRANT OF EASEMENT RECORDED: OCTOBER 25, 2018 ENTRY NO.: 1100594 BOOK 2484, PAGE 0435

NOTE:
THIS AREA OF SITE HAS BEEN HEAVILY & FREQUENTLY DISTURBED OVER RECENT YEARS. TOPO NOT SURVEYED.

RUBY CHAIRLIFT

20' WIDE SKI RESORT EASEMENT

LUCKY JACK SKI RUN

SKI RESORT EASEMENT GRANT OF EASEMENT RECORDED: OCTOBER 25, 2018 ENTRY NO.: 1100594 BOOK 2484, PAGE 0435

CHAIRLIFT TOWER

EXISTING MID MOUNTAIN TRAIL

SKI RUN EASEMENT

12' SIDE SETBACK

PARCEL A B2 EAST SUBDIVISION

EXISTING PAYROLL TRAIL

50' 0 50' 100'

No. 4857264 MICHAEL DEMKOWICZ 08/04/2021 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

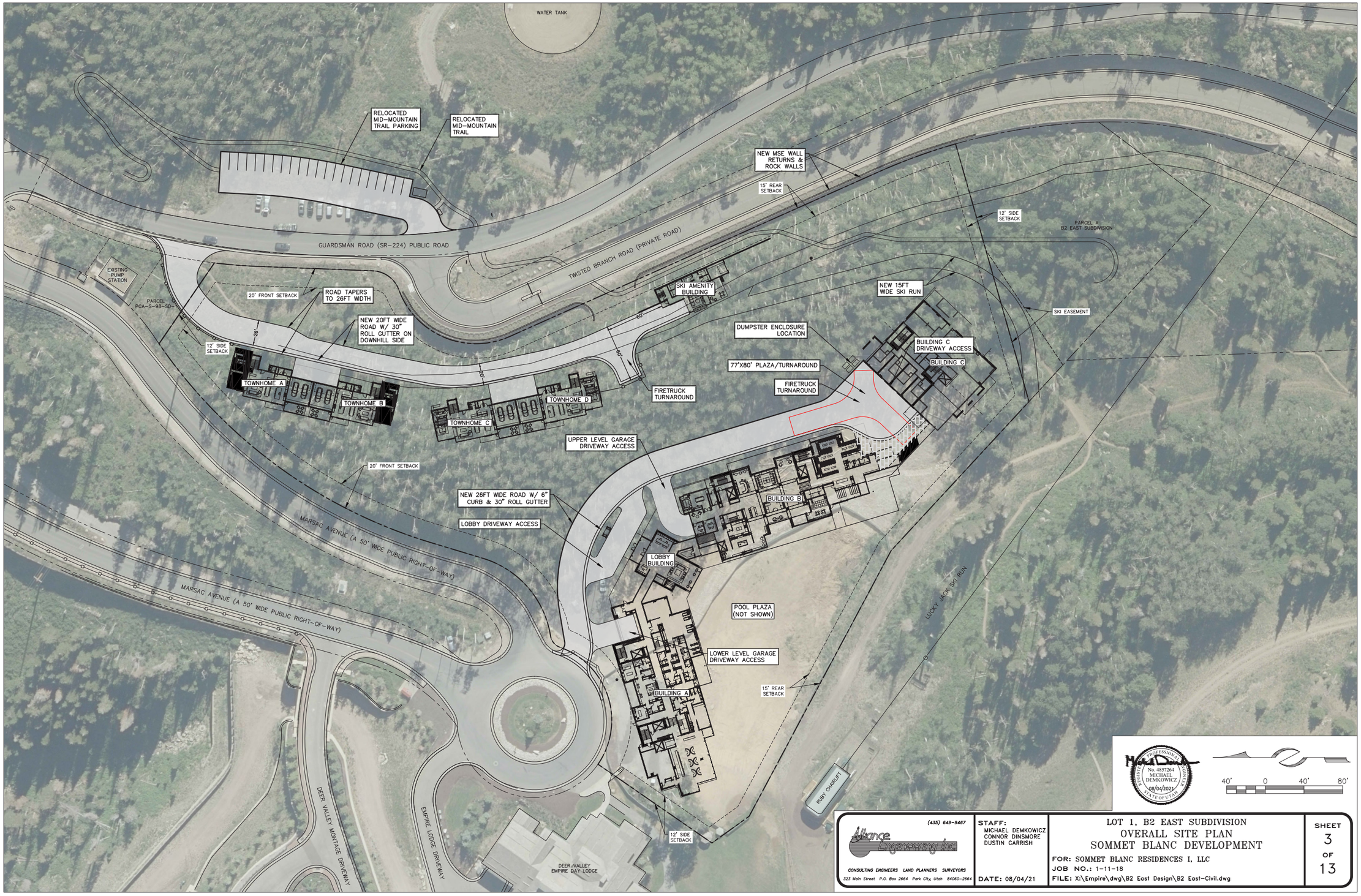
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

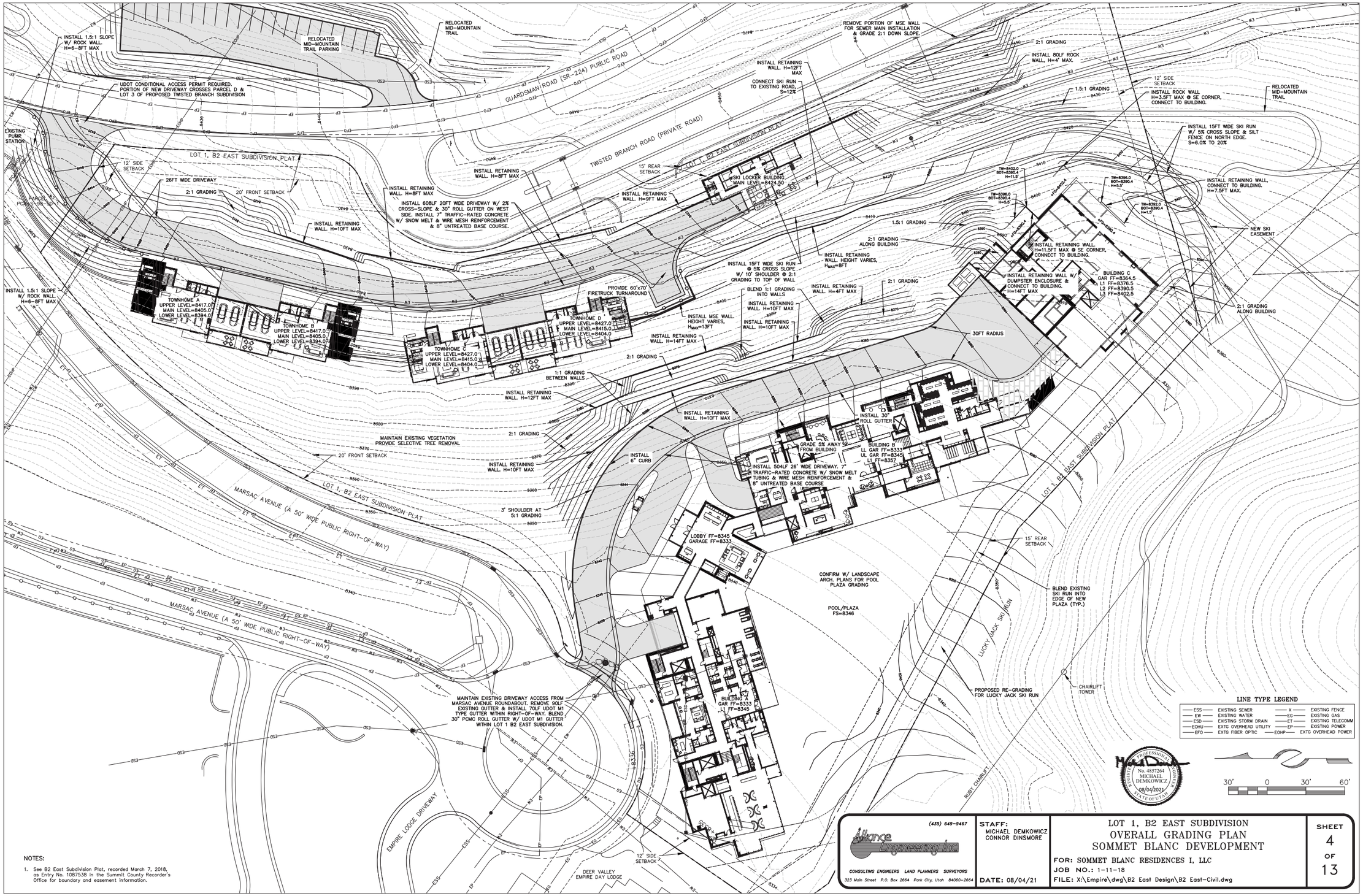
DATE: 08/04/2021

LOT 1, B2 EAST SUBDIVISION
EXISTING CONDITIONS
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 2 OF 13


WATER TANK
RELOCATED MID-MOUNTAIN TRAIL PARKING
RELOCATED MID-MOUNTAIN TRAIL
NEW MSE WALL RETURNS & ROCK WALLS
15' REAR SETBACK
12' SIDE SETBACK
PARCEL A B2 EAST SUBDIVISION
GUARDSMAN ROAD (SR-224) PUBLIC ROAD
TWISTED BRANCH ROAD (PRIVATE ROAD)
EXISTING PUMP STATION
PARCEL A PCA-S-98-5D
20' FRONT SETBACK
ROAD TAPERS TO 26FT WIDTH
NEW 20FT WIDE ROAD W/ 30" ROLL GUTTER ON DOWNHILL SIDE
SKI AMENITY BUILDING
NEW 15FT WIDE SKI RUN
SKI EASEMENT
DUMPSTER ENCLOSURE LOCATION
BUILDING C DRIVEWAY ACCESS
BUILDING C
77'X80' PLAZA/TURNAROUND
FIRETRUCK TURNAROUND
TOWNHOME A
TOWNHOME B
TOWNHOME C
TOWNHOME D
FIRETRUCK TURNAROUND
UPPER LEVEL GARAGE DRIVEWAY ACCESS
20' FRONT SETBACK
NEW 26FT WIDE ROAD W/ 6" CURB & 30" ROLL GUTTER
LOBBY DRIVEWAY ACCESS
BUILDING B
LOBBY BUILDING
MARSAC AVENUE (A 50' WIDE PUBLIC RIGHT-OF-WAY)
POOL PLAZA (NOT SHOWN)
LOWER LEVEL GARAGE DRIVEWAY ACCESS
BUILDING A
15' REAR SETBACK
LUCKY JACK SKI RUN
RUBY GHARUFT
12' SIDE SETBACK
DEER VALLEY MONTAGE DRIVEWAY
EMPIRE LODGE DRIVEWAY
DEER VALLEY EMPIRE DAY LODGE
No. 4857264 MICHAEL DEMKOWICZ 08/04/2021
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: 08/04/21
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 3 OF 13



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.

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

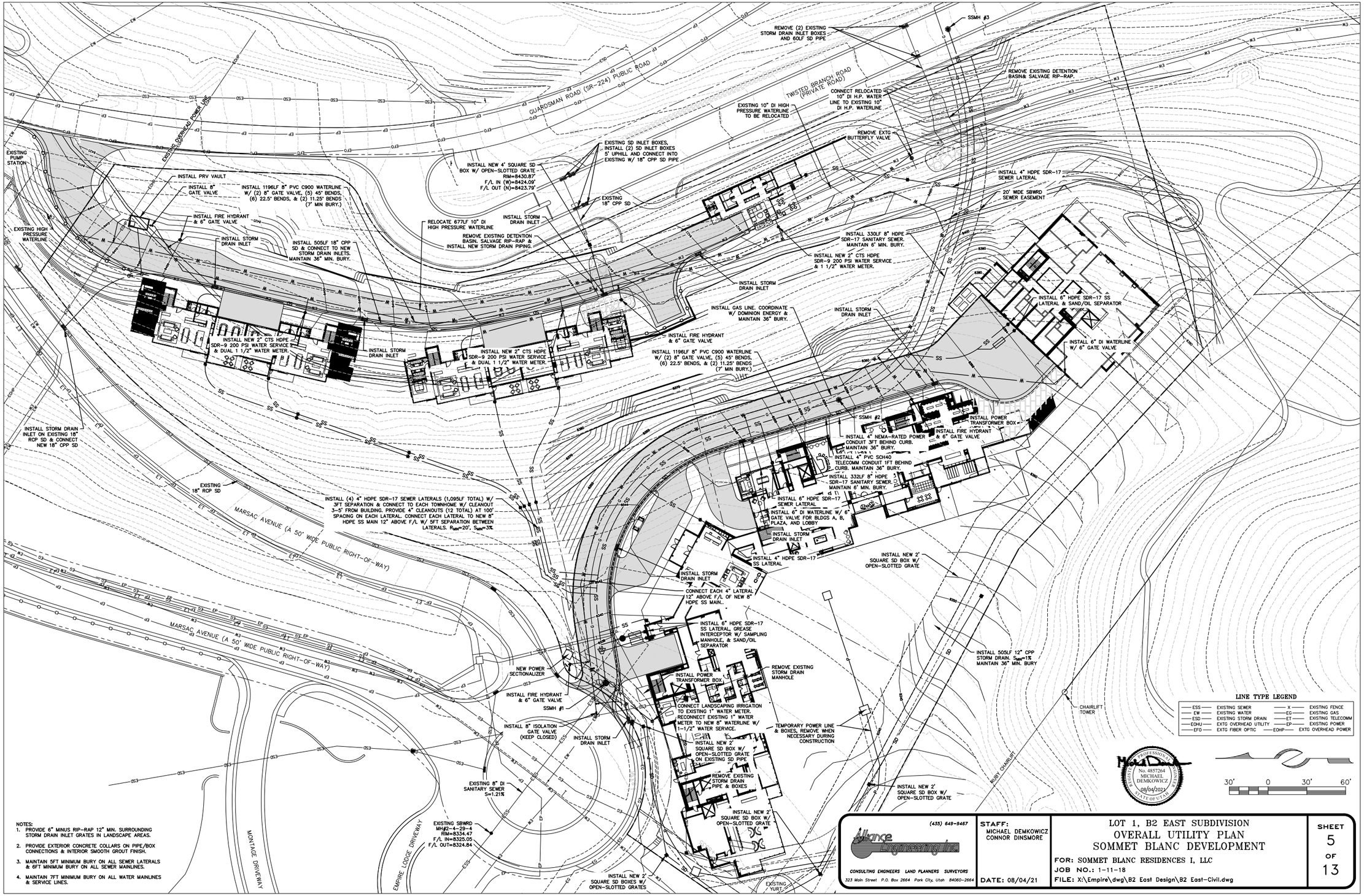
STAFF: MICHAEL DEMKOWICZ, CONNOR DINSMORE

DATE: 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



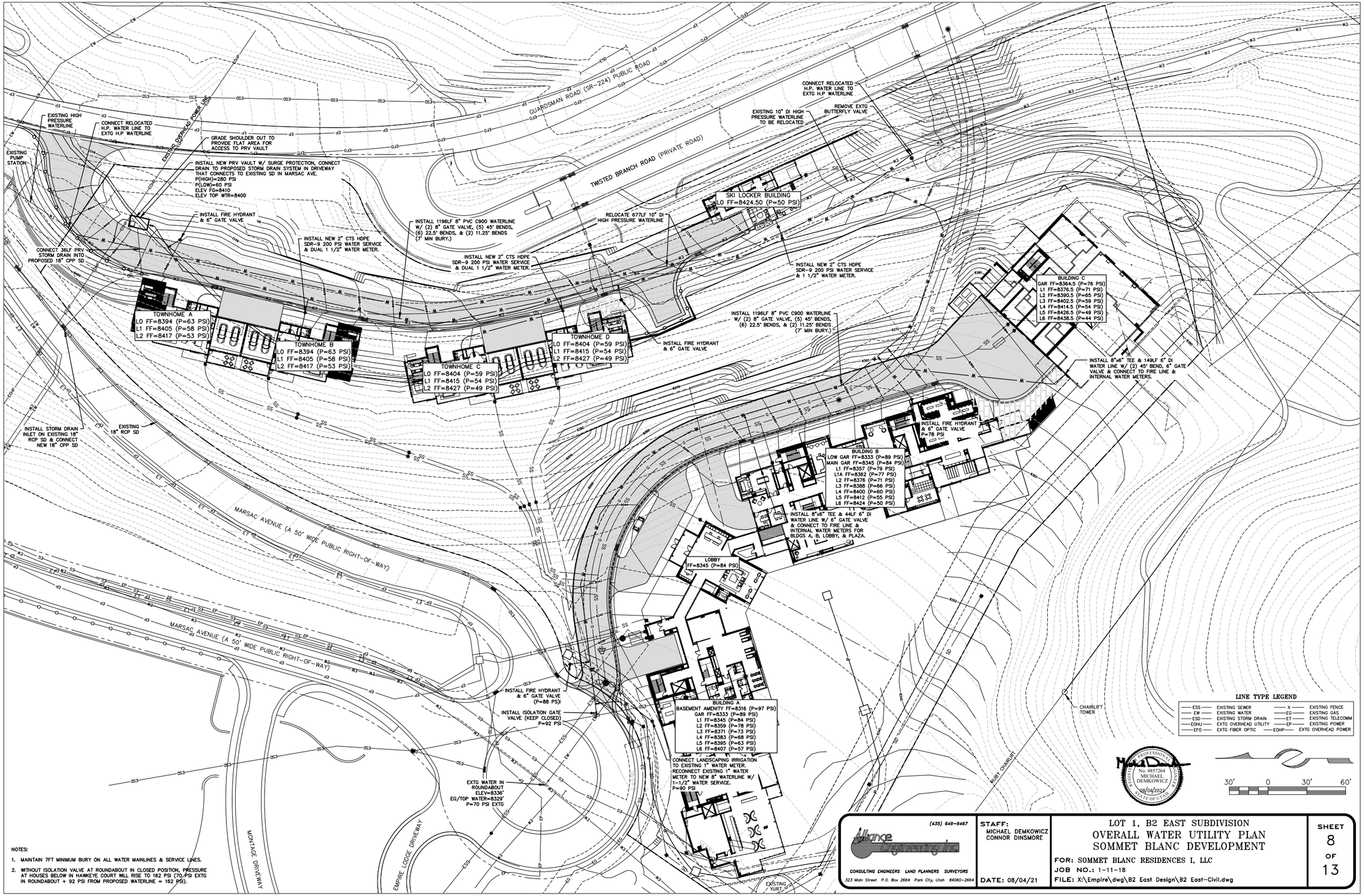
NOTES:
1. PROVIDE 6" MINUS RIP-RAP 12" MIN. SURROUNDING STORM DRAIN INLET GRATES IN LANDSCAPE AREAS.
2. PROVIDE EXTERIOR CONCRETE COLLARS ON PIPE/BOX CONNECTIONS & INTERIOR SMOOTH GROUT FINISH.
3. MAINTAIN 5FT MINIMUM BURY ON ALL SEWER LATERALS & 6FT MINIMUM BURY ON ALL SEWER MAINLINES.
4. MAINTAIN 7FT MINIMUM BURY ON ALL WATER MAINLINES & SERVICE LINES.

Alliance Engineering Inc (435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: MICHAEL DEMKOWICZ, CONNOR DINSMORE
DATE: 08/04/21

LOT 1, B2 EAST SUBDIVISION
OVERALL UTILITY 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 5 OF 13



NOTES:

1. MAINTAIN 7FT MINIMUM BURY ON ALL WATER MAINLINES & SERVICE LINES.
2. WITHOUT ISOLATION VALVE AT ROUNDABOUT IN CLOSED POSITION, PRESSURE AT HOUSES BELOW IN HAWKEYE COURT WILL RISE TO 162 PSI (70 PSI EXTG IN ROUNDABOUT + 92 PSI FROM PROPOSED WATERLINE = 162 PSI).

(435) 649-9467

Alliance Engineering Inc

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

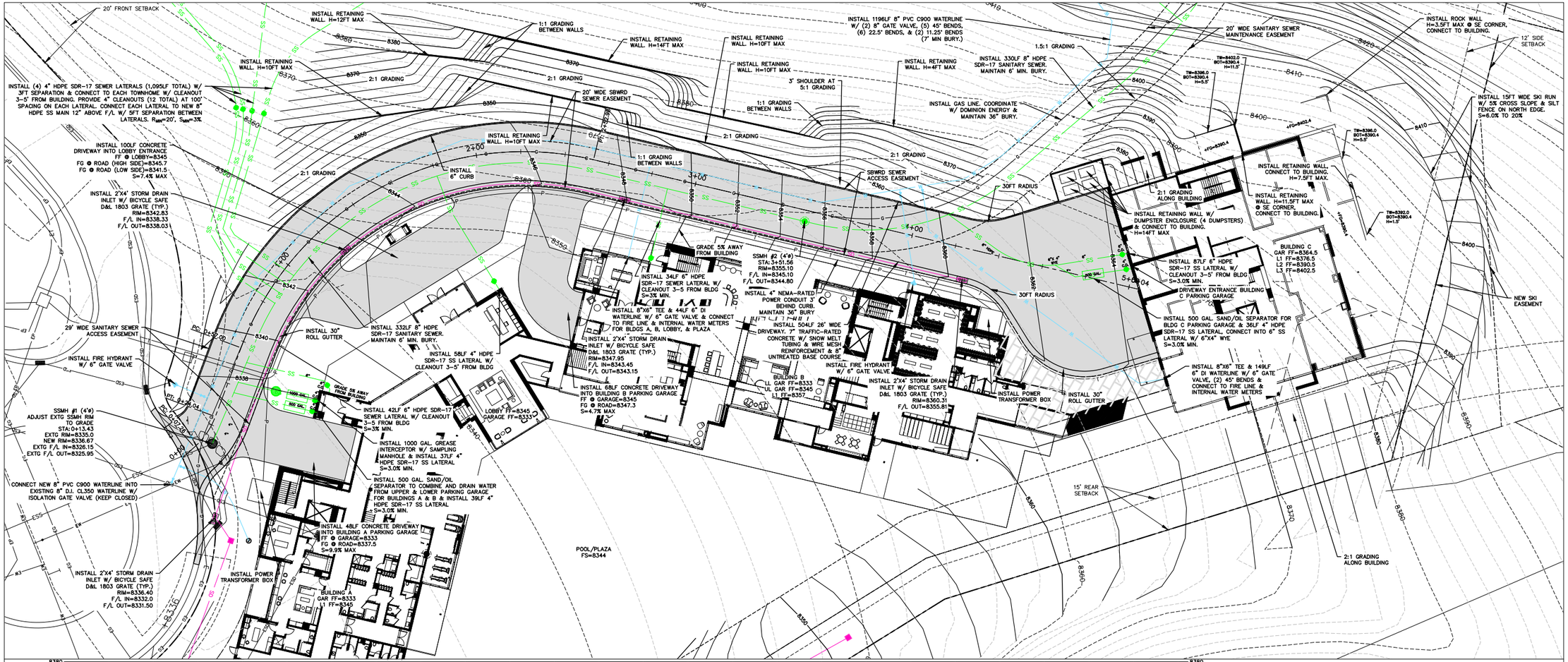
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 08/04/21

LOT 1, B2 EAST SUBDIVISION
OVERALL WATER UTILITY 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 8 OF 13



NOTE:

THIS PROJECT IS WITHIN THE SOURCE PROTECTION ZONE 2 AS DEFINED IN THE JUDGE TUNNEL SOURCE DELINEATION REPORT. WASTEWATER SYSTEM CONSTRUCTION WITHIN THE JUDGE SOURCE PROTECTION ZONE MUST COMPLY WITH SECTION R309-515-6(4) OF THE ADMINISTRATIVE RULES FOR PUBLIC DRINKING WATER SYSTEMS. ALL WASTEWATER MAIN LINES AND LATERALS MUST BE PVC C900 WITH RETRAINED GASKETED JOINTS OR HDPE SDR-17 AS INDICATED HEREIN.

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

INSTALLATION NOTE: SURVEY HDPE LINES AT 10FT SPACING (SLOPES LESS THAN 5%) OR 20FT SPACING (SLOPES GREATER THAN 5%) TO VERIFY PROPER HORIZONTAL AND VERTICAL PLACEMENT AND 3% MINIMUM SLOPE. PROVIDE SURVEY INFORMATION TO SBWRD PRIOR TO PRELIMINARY INSPECTION.

PROFESSIONAL ENGINEER — No. 4857264 — MICHAEL DEMKOWICZ — 08/04/2021 — 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

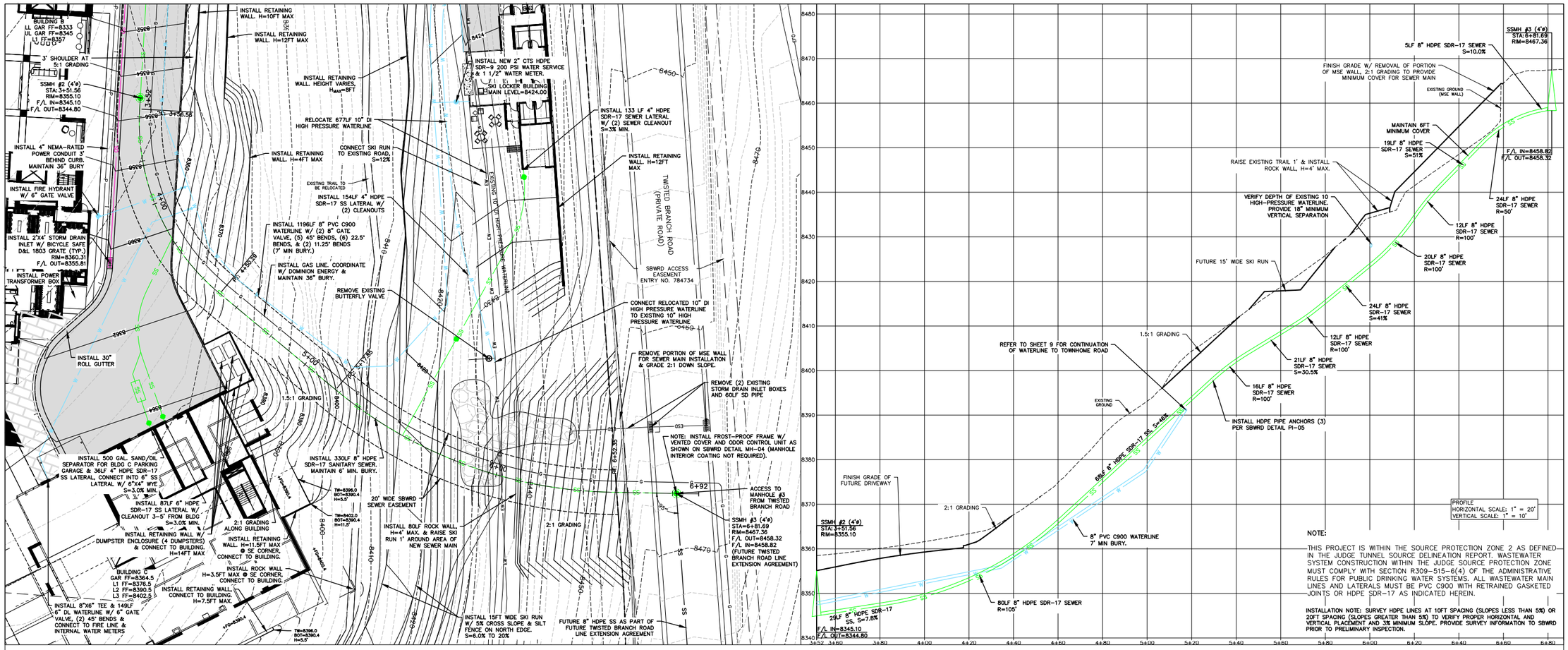
STAFF: MICHAEL DEMKOWICZ, CONNOR DINSMORE

DATE: 08/04/21

LOT 1, B2 EAST SUBDIVISION
LOWER DRIVEWAY PLAN & PROFILE
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

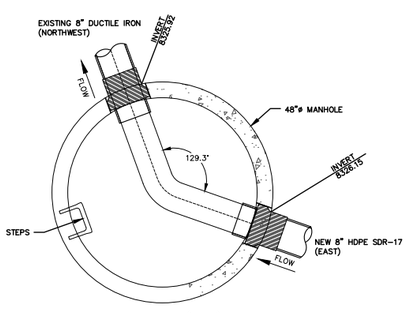
SHEET 7 OF 13



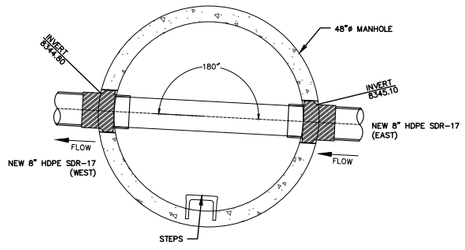
NOTE:

THIS PROJECT IS WITHIN THE SOURCE PROTECTION ZONE 2 AS DEFINED IN THE JUDGE TUNNEL SOURCE DELINEATION REPORT. WASTEWATER SYSTEM CONSTRUCTION WITHIN THE JUDGE SOURCE PROTECTION ZONE MUST COMPLY WITH SECTION R309-515-6(4) OF THE ADMINISTRATIVE RULES FOR PUBLIC DRINKING WATER SYSTEMS. ALL WASTEWATER MAIN LINES AND LATERALS MUST BE PVC C900 WITH RETRAINED GASKETED JOINTS OR HDPE SDR-17 AS INDICATED HEREIN.

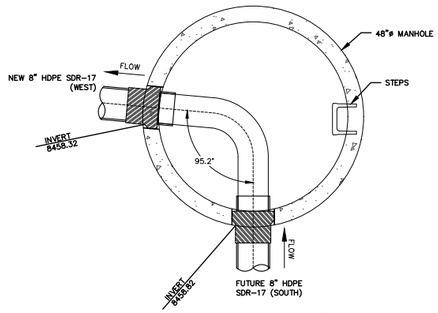
INSTALLATION NOTE: SURVEY HDPE LINES AT 10FT SPACING (SLOPES LESS THAN 5%) OR 20FT SPACING (SLOPES GREATER THAN 5%) TO VERIFY PROPER HORIZONTAL AND VERTICAL PLACEMENT AND 3% MINIMUM SLOPE. PROVIDE SURVEY INFORMATION TO SBWRD PRIOR TO PRELIMINARY INSPECTION.



SSMH #1 (4ø)
PRECAST MH

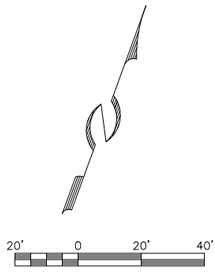


SSMH #2 (4ø)
PRECAST MH



SSMH #3 (4ø)
PRECAST MH

NOTES:
1. PROVIDE EXTERIOR CONCRETE COLLARS ON PIPE/BOX CONNECTIONS & INTERIOR SMOOTH GROUT FINISH.
2. MAINTAIN 5FT MINIMUM BURY ON ALL SEWER LATERALS & 6FT MINIMUM BURY ON ALL SEWER MAINLINES.
3. MAINTAIN 7FT MINIMUM BURY ON ALL WATER MAINLINES & SERVICE LINES.
4. MAINTAIN 36" MINIMUM BURY ON ALL STORM DRAIN.
5. MAINTAIN 18" MINIMUM VERTICAL SEPARATION BETWEEN NEW WATER & SEWER.



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

HOLLADAY PROFESSIONAL ENGINEER No. 4857264 MICHAEL DEMKOWICZ 08/04/2021 STATE OF UTAH

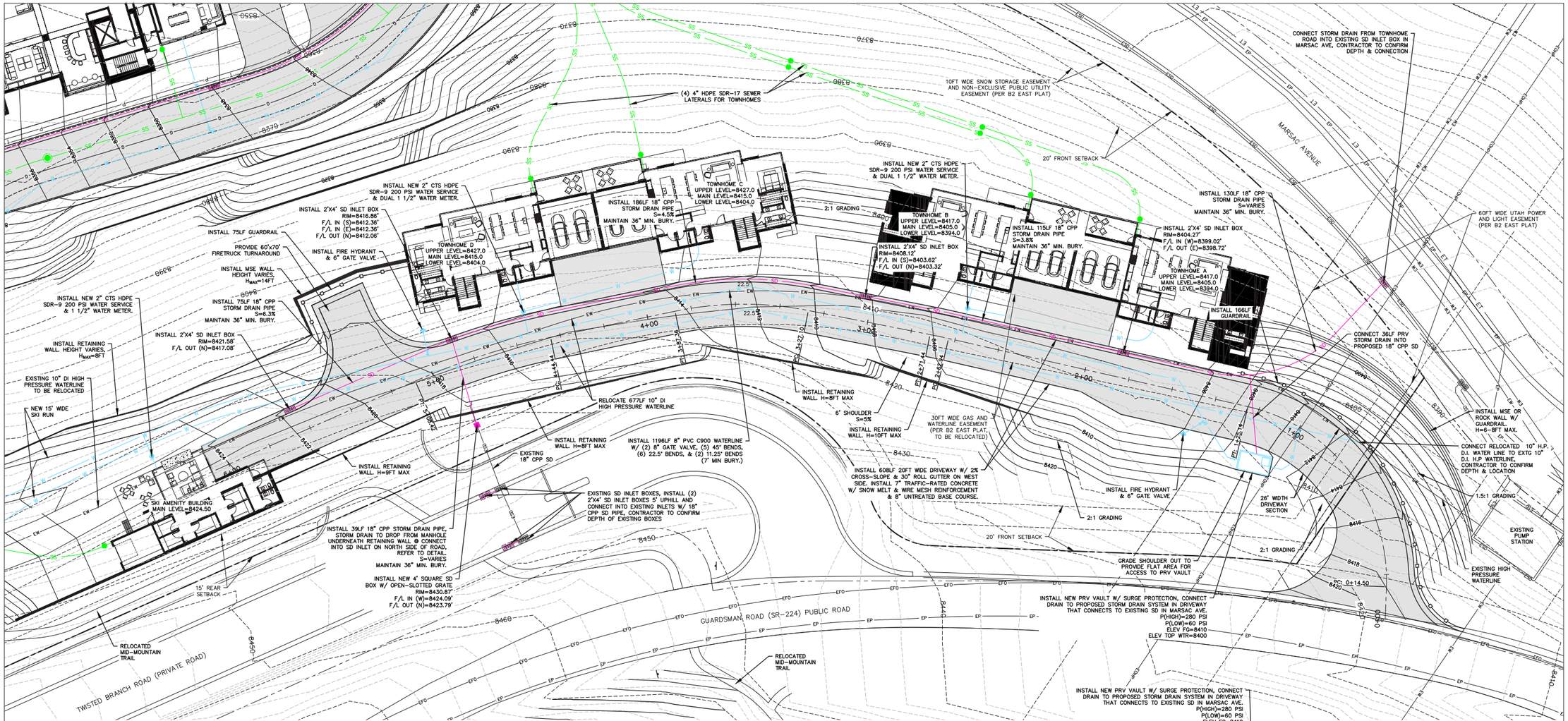
(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

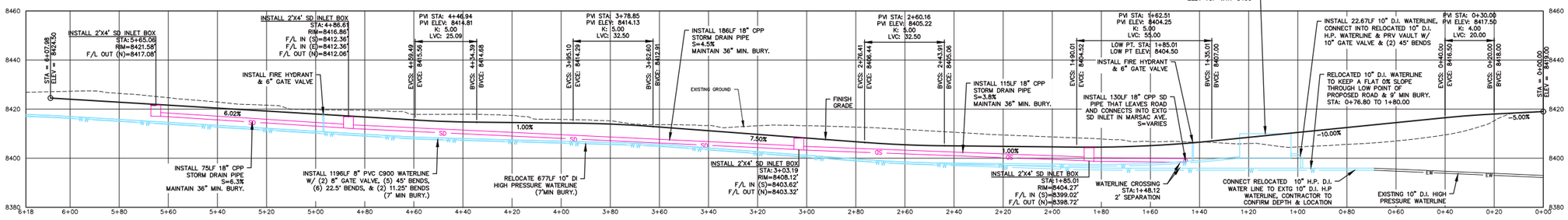
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 08/04/21

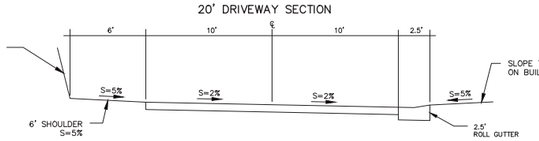
LOT 1, B2 EAST SUBDIVISION
OFF ROAD SEWER PLAN & PROFILE
SOMMET BLANC DEVELOPMENT
FOR: SOMMET BLANC RESIDENCES I, LLC
JOB NO.: 1-11-18
FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg

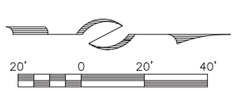
SHEET 8 OF 13





20' DRIVEWAY SECTION





LINE TYPE LEGEND

ESS	EXISTING SEWER	X	EXISTING FENCE
EW	EXISTING WATER	EG	EXISTING GAS
SD	EXISTING STORM DRAIN	CT	EXISTING TELECOMM
OHU	EXTG OVERHEAD UTILITY	EP	EXISTING POWER
EFO	EXTG FIBER OPTIC	OHP	EXTG OVERHEAD POWER

PROFESSIONAL ENGINEER No. 4857264 MICHAEL DEMKOWICZ 08/04/2021 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: 08/04/21

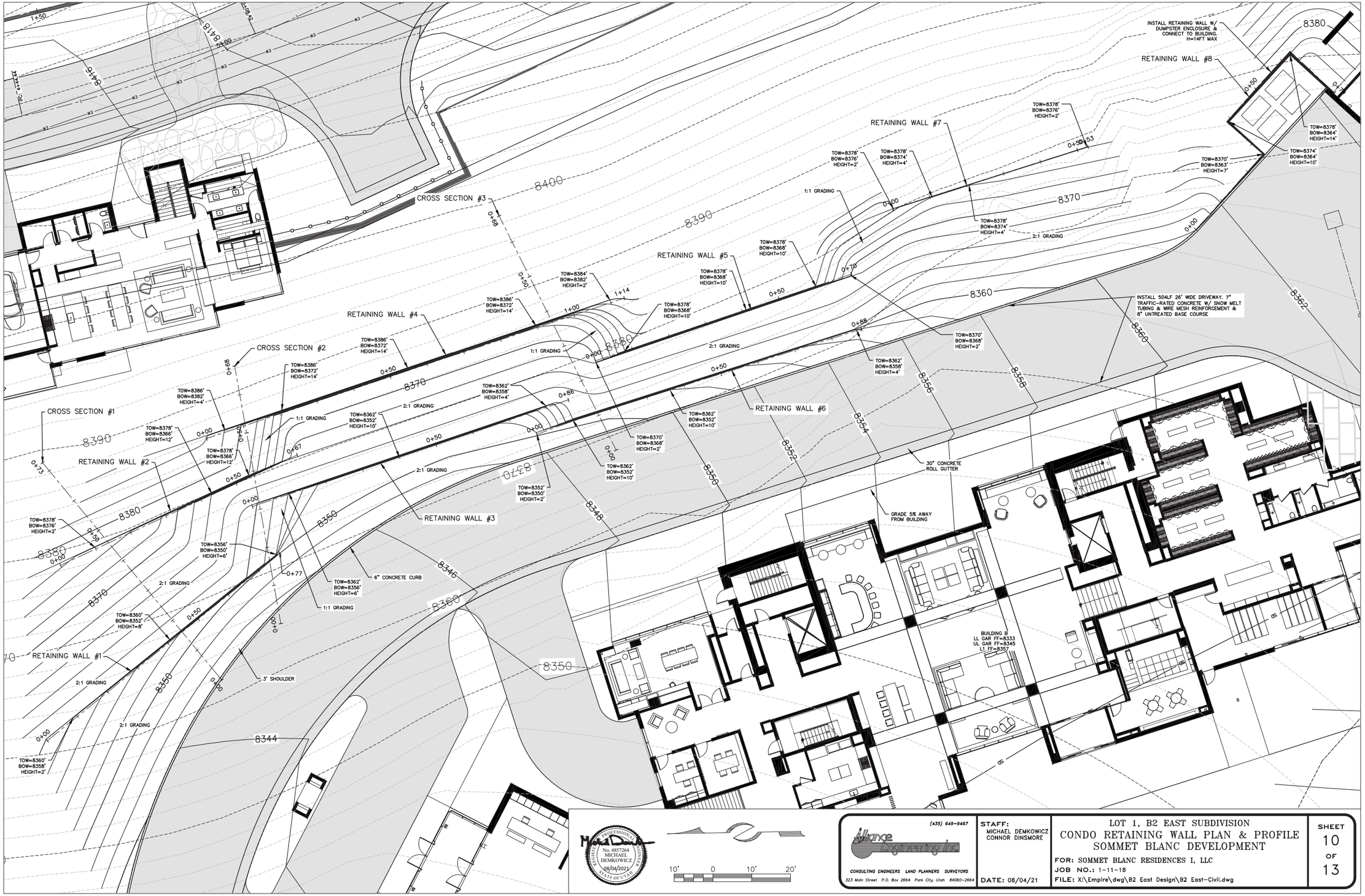
LOT 1, B2 EAST SUBDIVISION
UPPER DRIVEWAY PLAN & PROFILE
SOMMET BLANC DEVELOPMENT

FOR: SOMMET BLANC RESIDENCES I, LLC

JOB NO.: 1-11-18

FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg

SHEET 8 OF 13



(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: 08/04/21

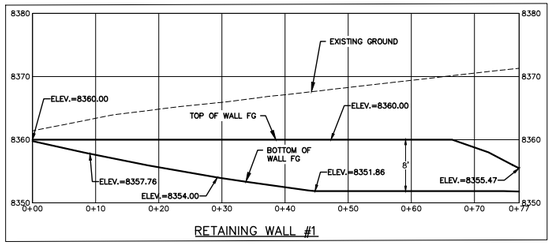
LOT 1, B2 EAST SUBDIVISION
CONDO RETAINING WALL PLAN & PROFILE
SOMMET BLANC DEVELOPMENT

FOR: SOMMET BLANC RESIDENCES I, LLC

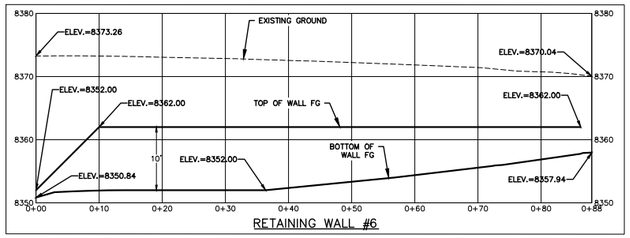
JOB NO.: 1-11-18

FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg

SHEET 10 OF 13



RETAINING WALL #1



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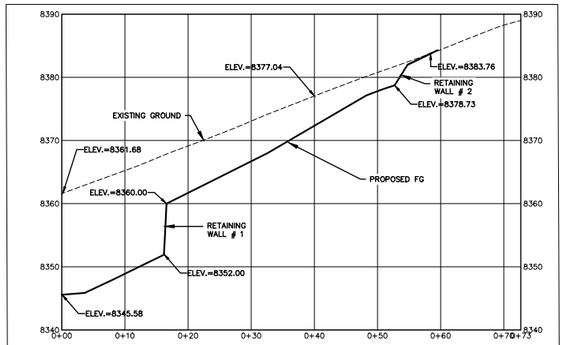
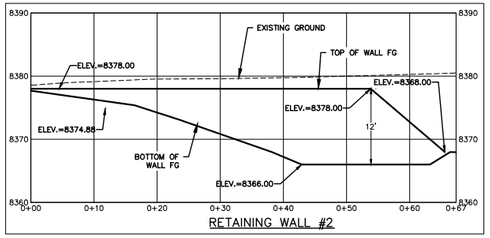
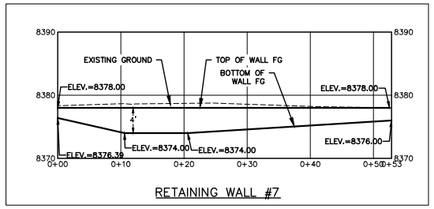


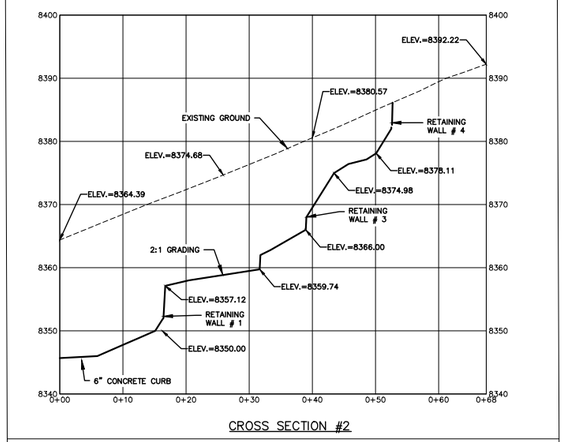
CROSS SECTION #1



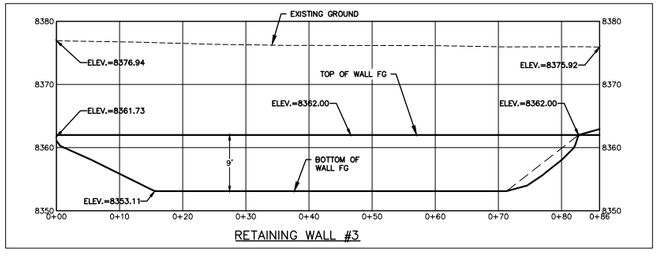
RETAINING WALL #2



RETAINING WALL #7



CROSS SECTION #2



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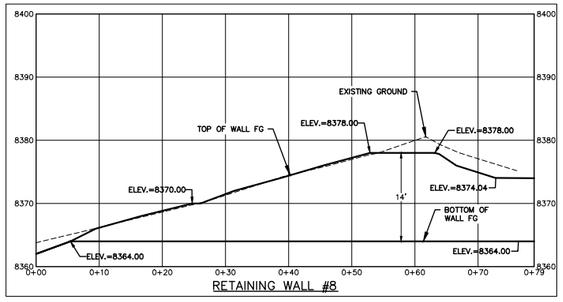
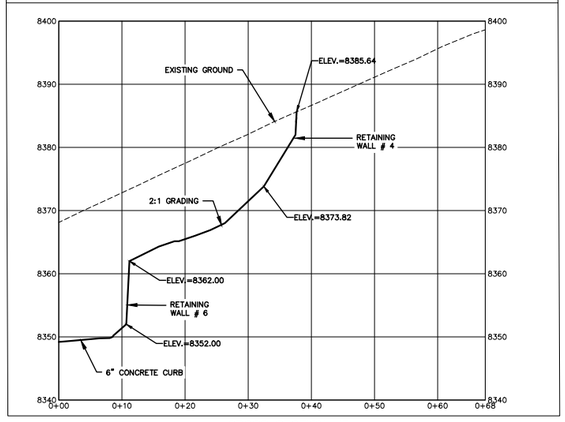
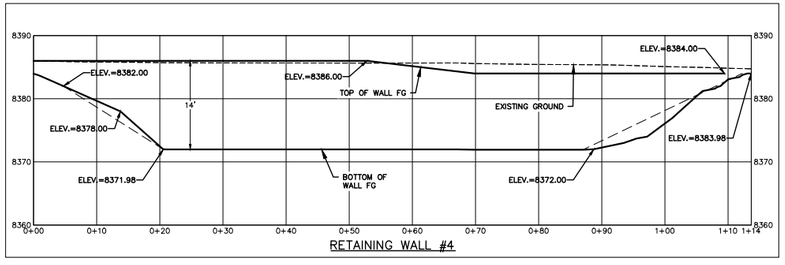


RETAINING WALL #8



CROSS SECTION #3



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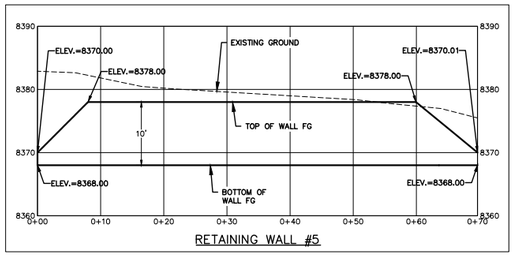


RETAINING WALL #5

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.

10' 0 10' 20'

PROFESSIONAL ENGINEER No. 4857264 MICHAEL DEMKOWICZ 08/04/2021 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: 08/04/21

LOT 1, B2 EAST SUBDIVISION
RETAINING WALL PLAN & PROFILE
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 11 OF 13

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.

6' SHOULDER S=5%

2:1 GRADING

TOW=8428' BOW=8420' HEIGHT=8'

TOW=8430' BOW=8421' HEIGHT=9'

TOW=8432' BOW=8423' HEIGHT=9'

TOW=8428' BOW=8420' HEIGHT=8'

RETAINING WALL #12

RETAINING WALL #11

TOW=8428' BOW=8420' HEIGHT=8'

TOW=8426' BOW=8418' HEIGHT=8'

TOW=8422' BOW=8418' HEIGHT=4'

RETAINING WALL #10

TOW=8420' BOW=8412' HEIGHT=8'

RETAINING WALL #9

TOW=8420' BOW=8414' HEIGHT=6'

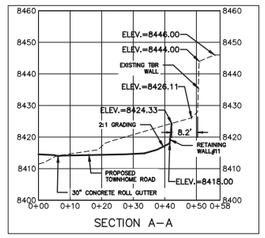
TOW=8418' BOW=8408' HEIGHT=10'

TOW=8418' BOW=8410' HEIGHT=8'

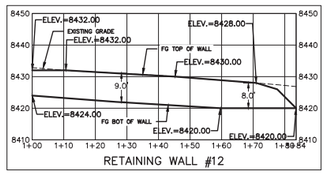
6' SHOULDER S=5%

2:1 GRADING

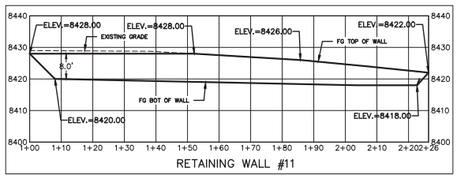
26' WIDTH DRIVEWAY SECTION



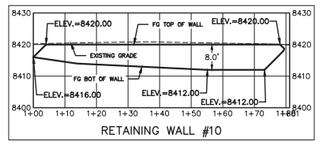
SECTION A–A



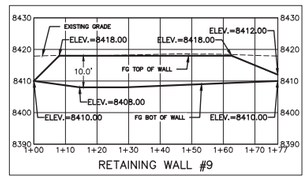
RETAINING WALL #12



RETAINING WALL #11



RETAINING WALL #10



RETAINING WALL #9

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

20' 0 20' 40'

MICHAEL DEMKOWICZ No. 4857264 PROFESSIONAL ENGINEER STATE OF UTAH 08/04/2021

(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: 08/04/21

LOT 1, B2 EAST SUBDIVISION
UPPER DRIVEWAY PLAN & PROFILE
SOMMET BLANC DEVELOPMENT

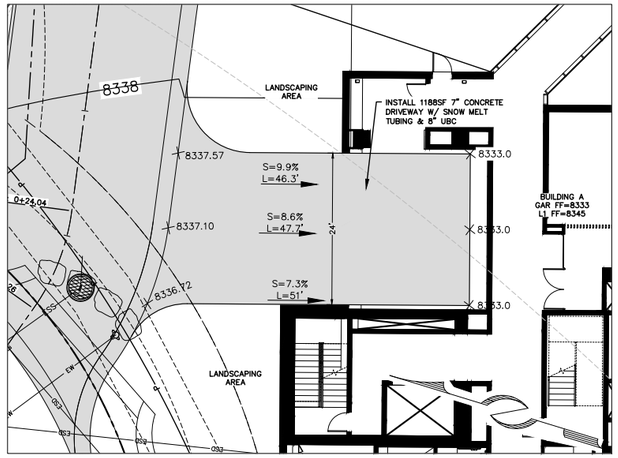
FOR: SOMMET BLANC RESIDENCES I, LLC

JOB NO.: 1-11-18

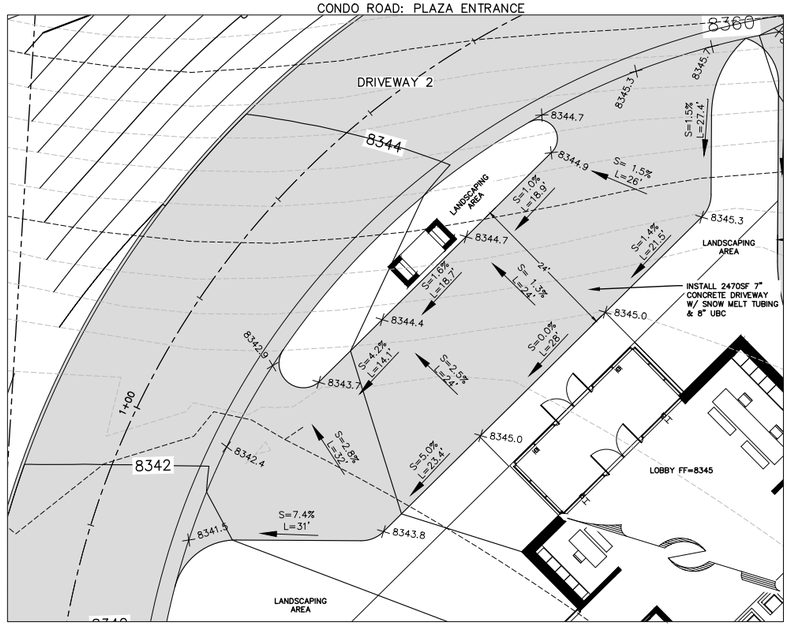
FILE: X:\Empire\dwg\B2 East Design\B2 East-Civil.dwg

SHEET 12 OF 13

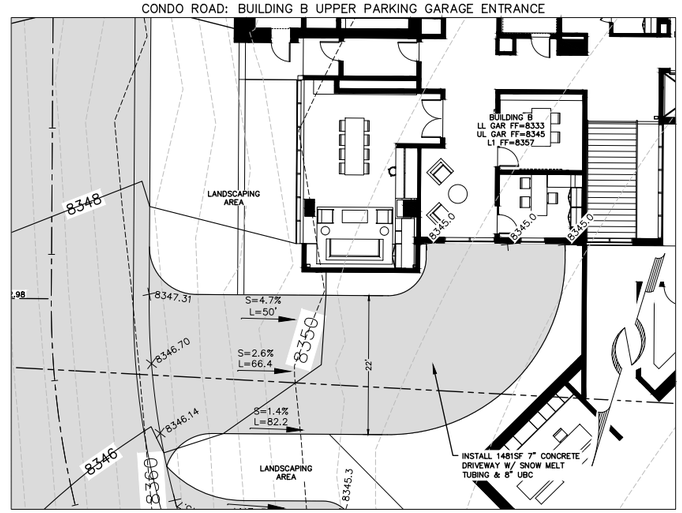
CONDO ROAD: BUILDING A LOWER PARKING GARAGE ENTRANCE



CONDO ROAD: PLAZA ENTRANCE



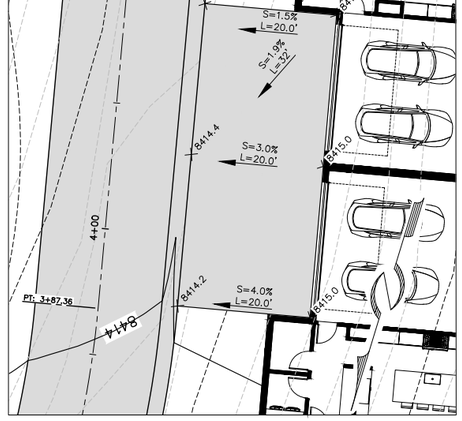
CONDO ROAD: BUILDING B UPPER PARKING GARAGE ENTRANCE



TOWNHOME ROAD STA 2+20.00: DUPLEX DRIVEWAY



TOWNHOME ROAD STA 4+20.00: DUPLEX DRIVEWAY



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

No. 4857264 MICHAEL DEMKOWICZ 08/04/2021 STATE OF UTAH

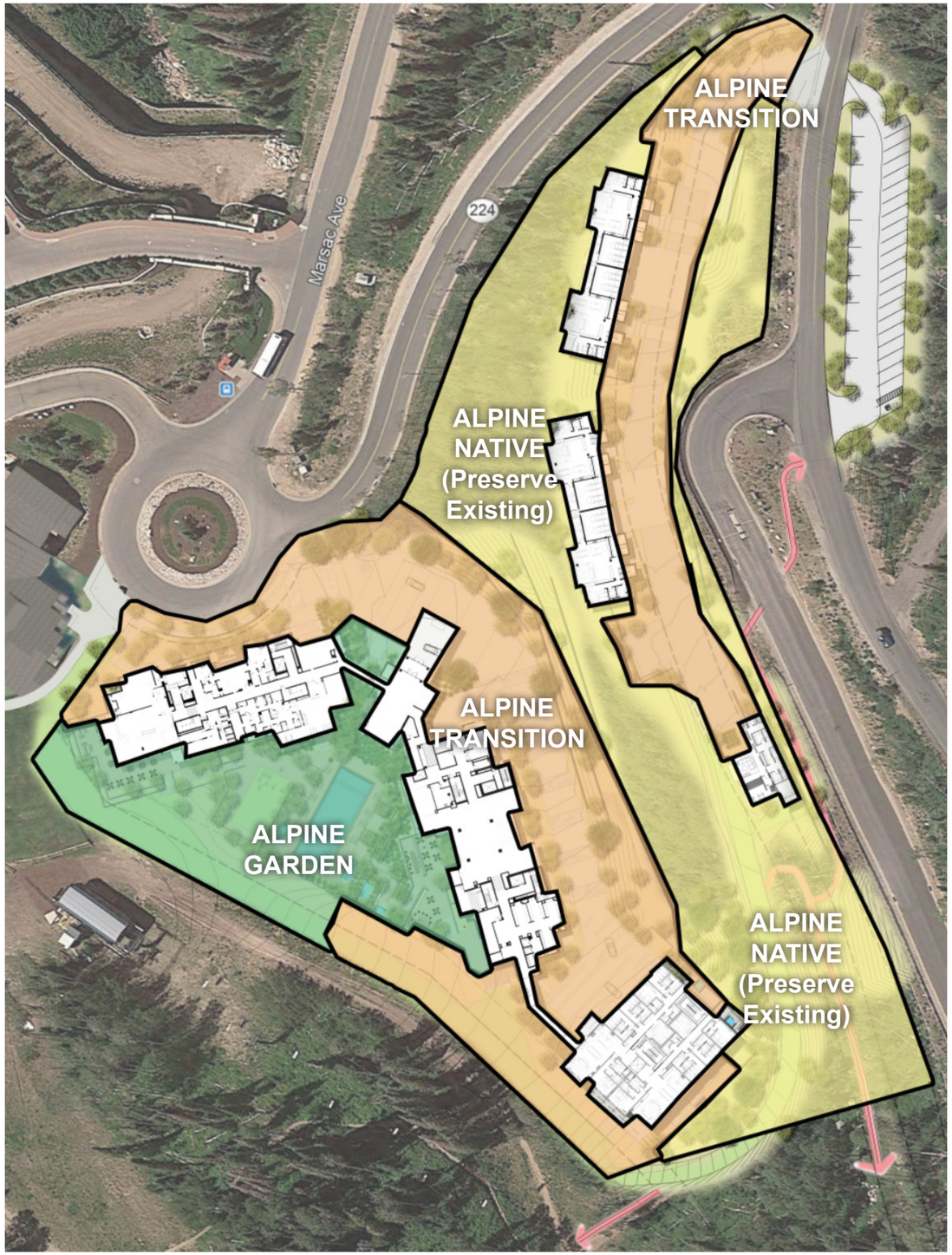
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

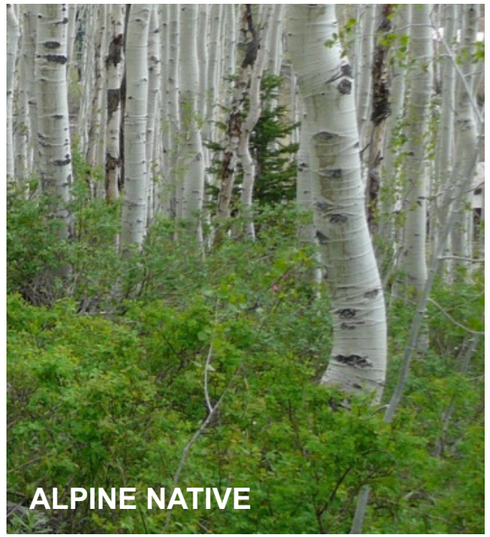
DATE: 08/04/2021

LOT 1, B2 EAST SUBDIVISION
ADDITIONAL DRIVEWAY GRADING
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 13 OF 13


ALPINE
TRANSITION
Marsac Ave
224
ALPINE
NATIVE
(Preserve
Existing)
ALPINE
TRANSITION
ALPINE
GARDEN
ALPINE
NATIVE
(Preserve
Existing)


ALPINE NATIVE


ALPINE NATIVE


ALPINE TRANSITION


ALPINE GARDEN

PRELIMINARY SITE PLANTING LISTS

ALPINE NATIVE PLANT LIST

Largely undisturbed portions of the site. Leave existing vegetation. Maintain and clean up the large monoculture swaths of native vegetation only as needed. Fell dead timbers and cultivate nursing logs for next phases of the forest vegetation.

In areas where utilities and site walls require the removal of existing vegetation, it will be replaced with planting to match the existing context vegetation.

Plants will consist of the following:

TREES
- *Juniperus scopulorum* - Rocky Mountain Juniper
- *Picea pungens* - Colorado Green Spruce
- *Populus tremuloides* - Quaking Aspen

SHRUBS
- *Amelanchier alnifolia* - Saskatoon Serviceberry
- *Artemisia tridentata* - Big Sage
- *Chrysothamnus nauseosus* - Rubber Rabbitbrush
- *Symphoricarpos occidentalis* - Western Snowberry

GRASSES
- *Bromus marginatus* - Mountain Brome
- *Elymus lanceolatus spp.* - Streambank Wheatgrass
- *Pascopyrum smithii* - Western Wheatgrass

ALPINE TRANSITION PLANT LIST

Create a blending zone to transition from the native area to the more gardensque areas of the project. These inlclude drive lane planting, the ski beach landing and more naturalized building base planting. Large swaths and monocutures will be used to match in with the existing context in a simple and elegant form. Some additional plants added to each category to tie in the the garden areas of the site. Plants will consist of the following:

TREES
- *Acer ginnala* - Amur Maple
- *Acer glabrum* - Rocky Mountain Maple
- *Juniperus scopulorum* - Rocky Mountain Juniper
- *Picea pungens* - Colorado Green Spruce
- *Picea omorika* - Siberian Spruce
- *Populus tremuloides* - Quaking Aspen
- *Rhus glabra* - Smooth Sumac

SHRUBS
- *Amelanchier alnifolia* - Saskatoon Serviceberry
- *Artemisia tridentata* - Big Sage
- *Chrysothamnus nauseosus* - Rubber Rabbitbrush
- *Cornus sericea* - Redtwig Dogwood
- *Mahonia repens* - Creeping Oregon Grape
- *Paxistima myrsinites* - Mountain Lover
- *Salix spp.* - Willow
- *Symphoricarpos occidentalis* - Western Snowberry

GRASSES
- *Bromus marginatus* - Mountain Brome
- *Elymus lanceolatus spp.* - Streambank Wheatgrass
- *Pascopyrum smithii* - Western Wheatgrass

ALPINE GARDEN PLANT LIST

Utilize many of the same plants found in the Native and Transition portions of the design, but create organization and form in the landscape that responds to the architectural site walls and features. Perrenials added for seasonal color. Plants will consist of the following:

TREES
- *Acer ginnala* - Amur Maple
- *Acer glabrum* - Rocky Mountain Maple
- *Juniperus scopulorum* - Rocky Mountain Juniper
- *Populus tremuloides* - Quaking Aspen
- *Rhus glabra* - Smooth Sumac
- *Picea pungens* - Colorado Green Spruce
- *Picea omorika* - Siberian Spruce

SHRUBS
- *Amelanchier alnifolia* - Saskatoon Serviceberry
- *Arctostaphylos uva-ursi* - Kinnikinnick
- *Artemisia tridentata* - Big Sage
- *Chrysothamnus nauseosus* - Rubber Rabbitbrush
- *Cornus sericea* - Redtwig Dogwood
- *Mahonia repens* - Creeping Oregon Grape
- *Paxistima myrsinites* - Mountain Lover
- Ribes alpinum - Alpine Currant
- *Salix spp.* - Willow
- *Symphoricarpos occidentalis* - Western Snowberry

GRASSES
- *Bromus marginatus* - Mountain Brome
- *Elymus lanceolatus spp.* - Streambank Wheatgrass
- *Festuca ovina* - Sheep Fescue
- *Pascopyrum smithii* - Western Wheatgrass
- *Miscanthus spp.* - Maidengrass
- *Poa alpina* - Alpine Bluegrass
- *Poa pratensis spp.* - Kentucky Bluegrass

PERENNIALS
- *Agastache rupestris* - Hyssop
- *Alcea rosea* - Hollyhock
- *Aquilegia caerulea* - Columbine
- *Lavendula spp.* - Lavender
- *Rudbeckia spp.* - Black-eyed Susan



ALPINE TRANSITION LANDSCAPE W/ DECORATIVE RETAINING WALLS AND SLOPE STABILIZATION STRATEGIES

MID MOUNTAIN TRAIL PARKING

ALPINE NATIVE LANDSCAPE PROTECT IN PLACE AND RESTORE TO NATIVE

UPPER ROAD STREETSCAPE AND DECORATIVE PAVING

MID MOUNTAIN TRAIL RESTROOM AND KIOSK

ALPINE NATIVE LANDSCAPE PROTECT IN PLACE AND RESTORE TO NATIVE

LOWER ROAD DECORATIVE PAVING AND STREETSCAPE

EXISTING LANDSCAPE AND PATIO AT EMPIRE PASS

ROOF ACCESS PROTECTED FROM MID MOUNTAIN TRAIL USERS

ALPINE TRANSITION LANDSCAPE DECORATIVE RETAINING WALLS AND SLOPE STABILIZATION STRATEGIES

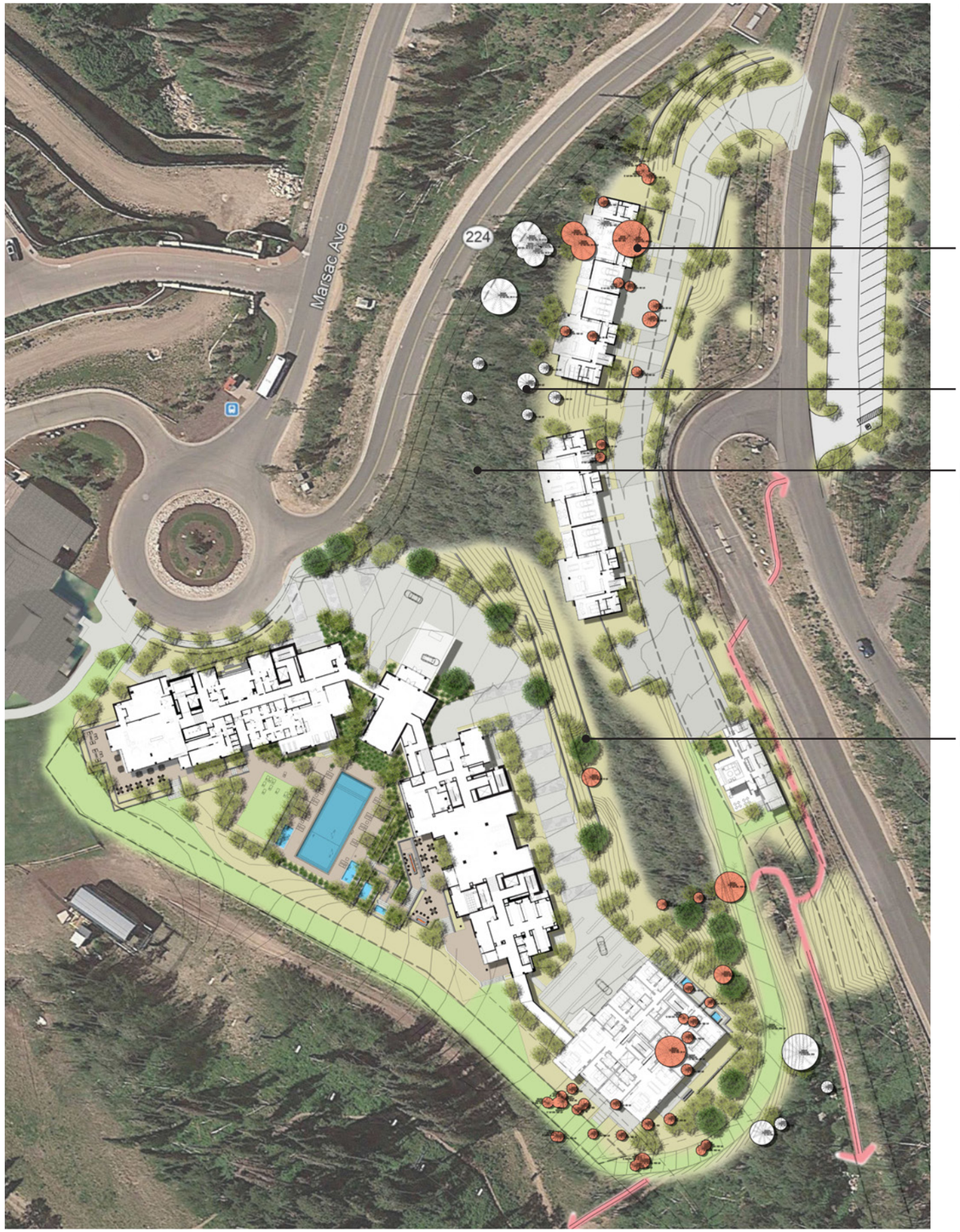
ALPINE GARDEN AREA SEE AMENITY ENLARGEMENT PLAN

BUILDING C PLAZA AND TURN AROUND AREA

SKI BACK TRAIL FROM UPPER ROAD

TREE PRESERVATION DIAGRAM

This graphic shows a generalization of where tree preservation is occurrin on site. Area that are colored indicated ares that are being adjusted in the process of construction. any trees that were specially surveyed are displayes as preserved or removed. Disturbed areas will be vegetated to tie in with the natural contextual vegetation.



TREE TO BE REMOVED

TREE TO BE PRESERVED

MINIMAL INTERVENTION TO CLEAN UP EXISTING FOREST FOR LONG-TERM SUCCESS

PROPOSED NEW TREE




PRIVATE GARDEN PATIO

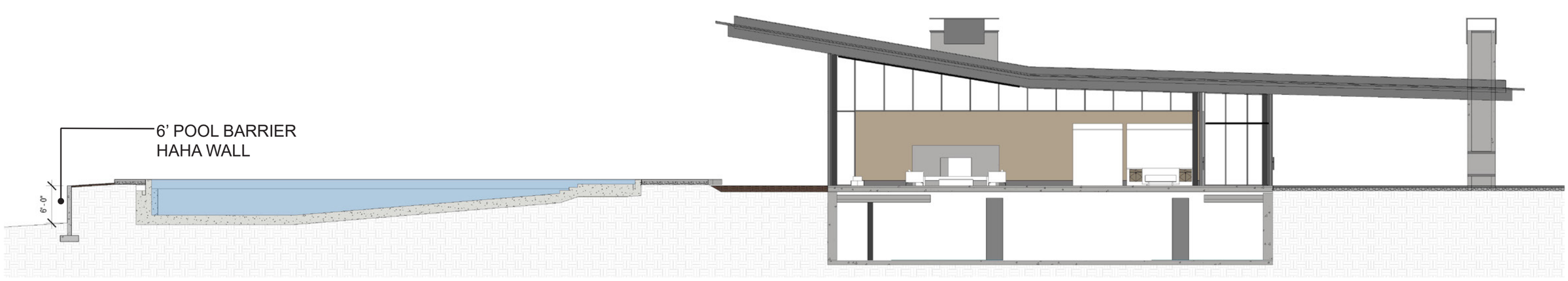

ALPINE GARDEN


ALPINE GARDEN


B
A
C



RESTAURANT SECTIONS



C

POOL BARRIER SECTION



RESTAURANT PATIO



APRES-SKI DECK



POOL DECK


STONE DECK AT POOL AREA


LONG UNIT C.I.P. CONC DRIVEWAY


ALPINE NATIVE LANDSCAPE


ALPINE GARDEN LANDSCAPE


ASPEN TREES IN PAVING AREA'S


VIEW OF POOL FROM LOBBY


BRIM FULL POOL AND WHITE CONC


ALPINE NATIVE


ALPINE GARDEN

OVERVIEW

The lighting design strategy for this project is minimal and restrained. Ceilings are kept as clean as possible with flanged square recessed downlights placed strategically throughout the project in gypsum and wood ceilings supported by key decorative luminaires.

All permanently installed interior and exterior lighting shall be LED technology with a standard Correlated Color Temperature (CCT) of 2700 Kelvin and a Color Rendering Index (CRI) greater than 80. All front of house and saleable unit lighting shall be dimmable and be controlled to meet local energy code compliance and life and safety requirements.

Saleable Units: Recessed downlights provide ambient and focalpoint lighting. Decorative pendants are located over select kitchen islands and/or dining tables. Vanity sconces are located at each mirror. Undercabinet lighting is provided in all upper cabinets. Portable floor and table lamps add soft ambient illumination and flexibility for the owner. Exterior decks are sparsely lit with fully shielded sources to meet Dark Sky Compliance. All larger back of house areas including the garage are lit with wall or ceiling mounted linear led strips while smaller spaces are equipped with surface mounted flat panel downlights.

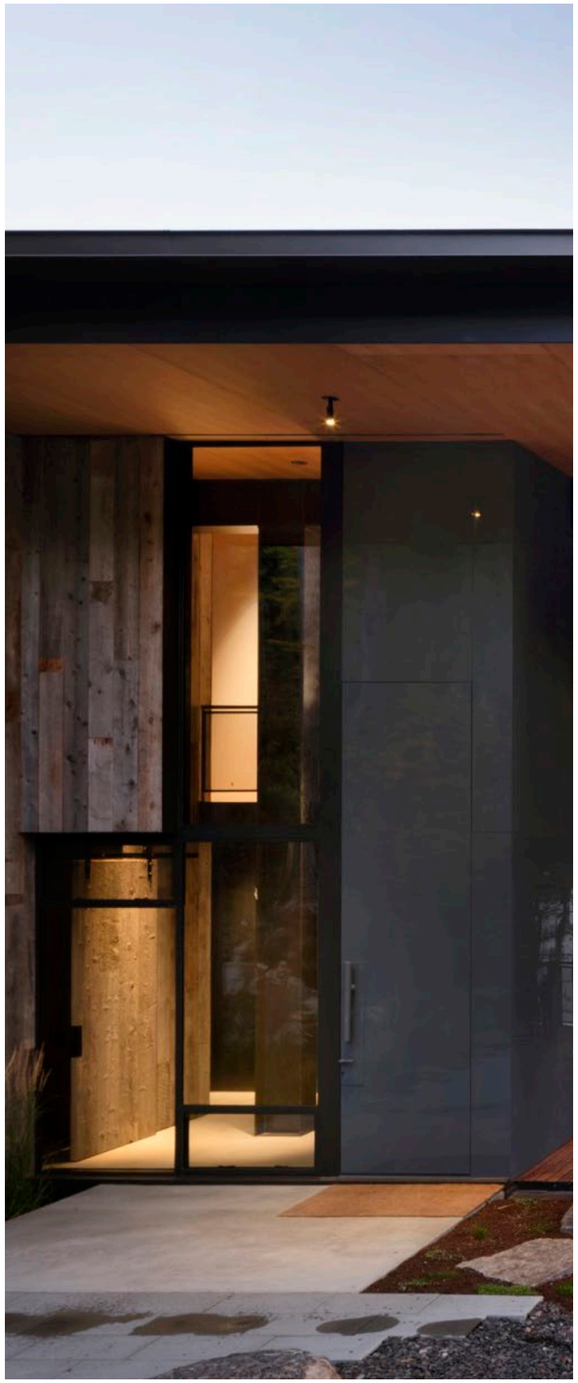
Lighting Controls: Provide pricing for conventional wall box lighting controls and alternative pricing for a lighting and shade control system as an upgrade package.

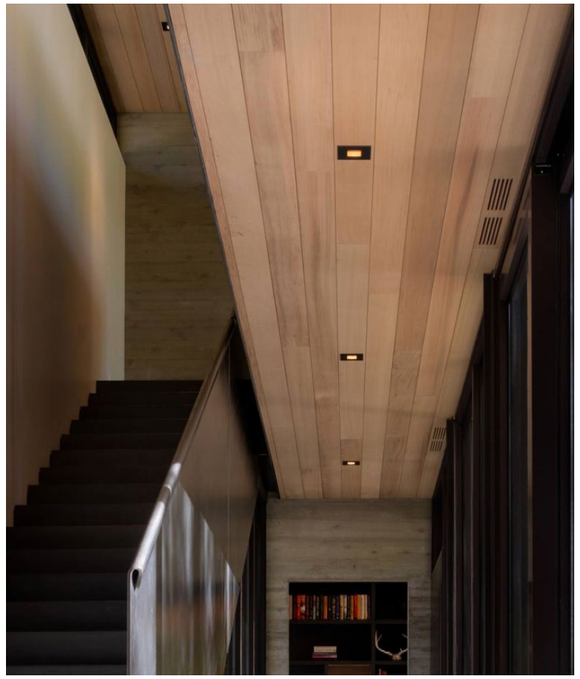
Public Spaces: Recessed downlights provide ambient and focalpoint lighting. Downlight locations are designed to deliver egress lighting and will be used as emergency lighting per generator [preferred] or inverter. In addition, each lobby has a custom decorative chandelier. Any mirrors in lockers and public bathrooms are equipped with flanking decorative sconces. Portable floor and table lamps are placed in all public and amenity seating areas.

Interior back of house staircases are lit with one wallsconce per landing. Lighting for all larger back of house areas is provided by wall or ceiling mounted linear LED strips. Smaller spaces are equipped with surface mounted flat panel downlights.

Parking levels are lit with wet location rated linear led strips.

Exterior Lighting: is designed to provide no more than egress illuminance where required by code and follows Dark Sky Compliance with fully shielded direct only luminaires. Stumbling hazards like stairs and edges will require step or pathlights to provide safe conduct. Paths are lit with hip high fully shielded bollards at every twelve feet and private roads and parking are lit with ten foot high poles every thirty feet. Lighting at pool deck and hot tubs is provided by bollards placed at the edge of the deck at no more than twelve feet mounting distance.











OVERVIEW

EXTERIOR LIGHTING IS DESIGNED TO PROVIDE NO MORE THAN EGRESS ILLUMINANCE WHERE REQUIRED BY CODE AND FOLLOWS DARK SKY COMPLIANCE WITH FULLY SHIELDED DIRECT ONLY LUMINAIRES. STUMBLING HAZARDS LIKE STAIRS AND EDGES WILL REQUIRE STEP OR PATHLIGHTS TO PROVIDE SAFE CONDUCT.

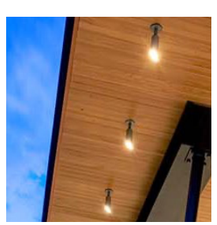
EGRESS ILLUMINANCE NO LESS THAN 1 FC
RECESSED DOWNLIGHTS
WALL MOUNTED FULLY SHIELDED SCONCES
FACADE MOUNTED ADJUSTABLE FULLY SHIELDED FLOOD LIGHTS
FULLY SHIELDED BOLLARDS EVERY 12 FEET
STEP LIGHTS

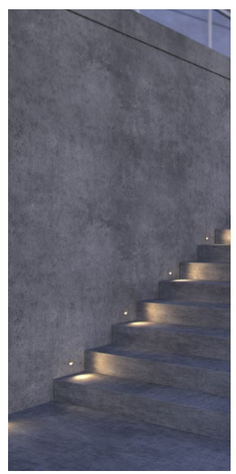
PARKING & ROAD ILLUMINANCE 1 FC AVG, CONTRAST RATIO 4:1
10 FOOT POLE LIGHTS EVERY 30 FEET FOLLOWING HARDSCAPE DETAILS

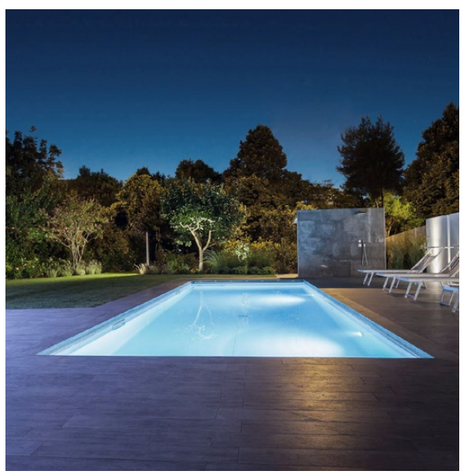
POOL AREA ILLUMINANCE NO LESS THAN 3 FC
FULLY SHIELDED BOLLARDS EVERY 12 FEET
STEP LIGHTS
IN-POOL LIGHTING (PROVIDED BY OTHERS)

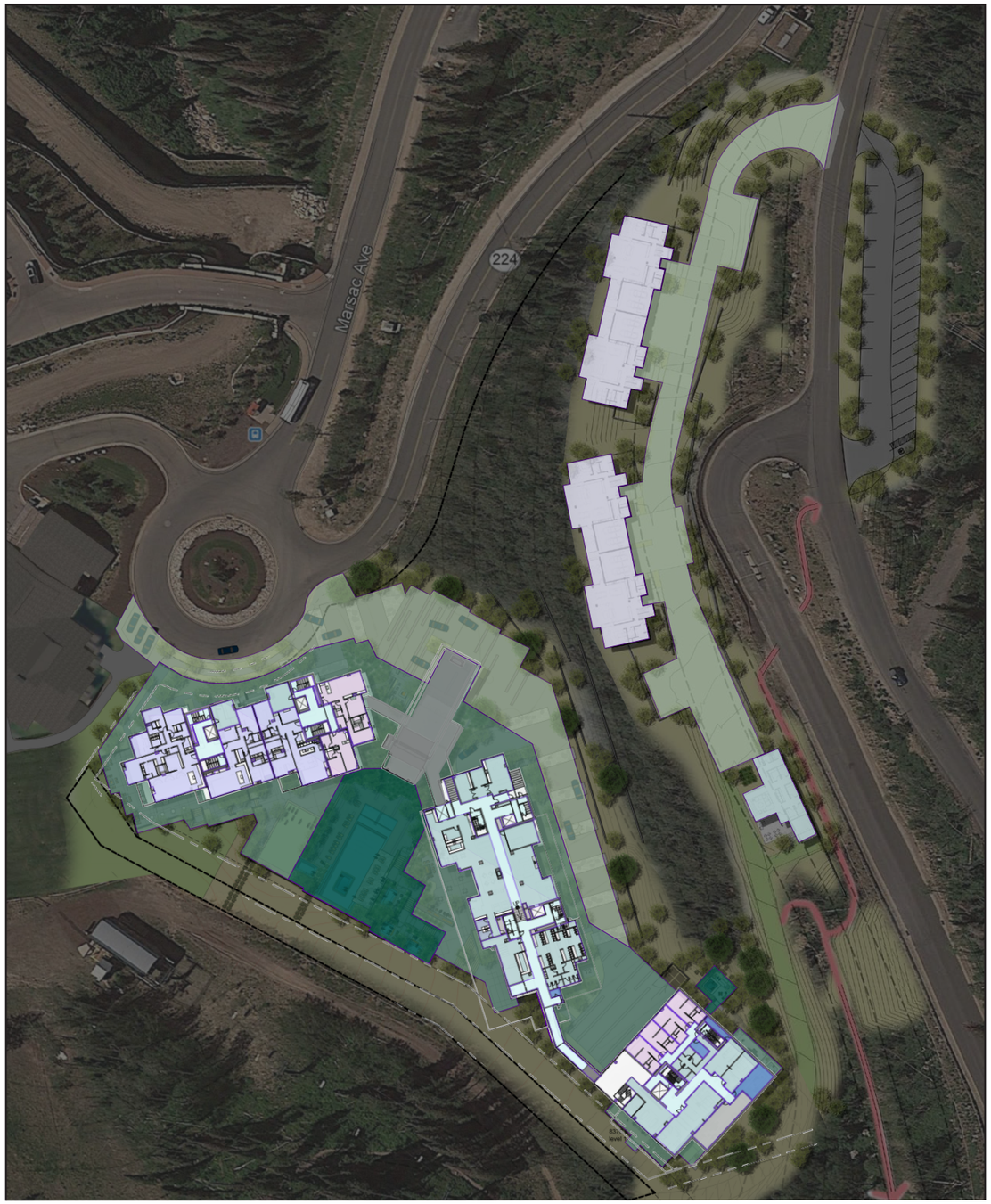






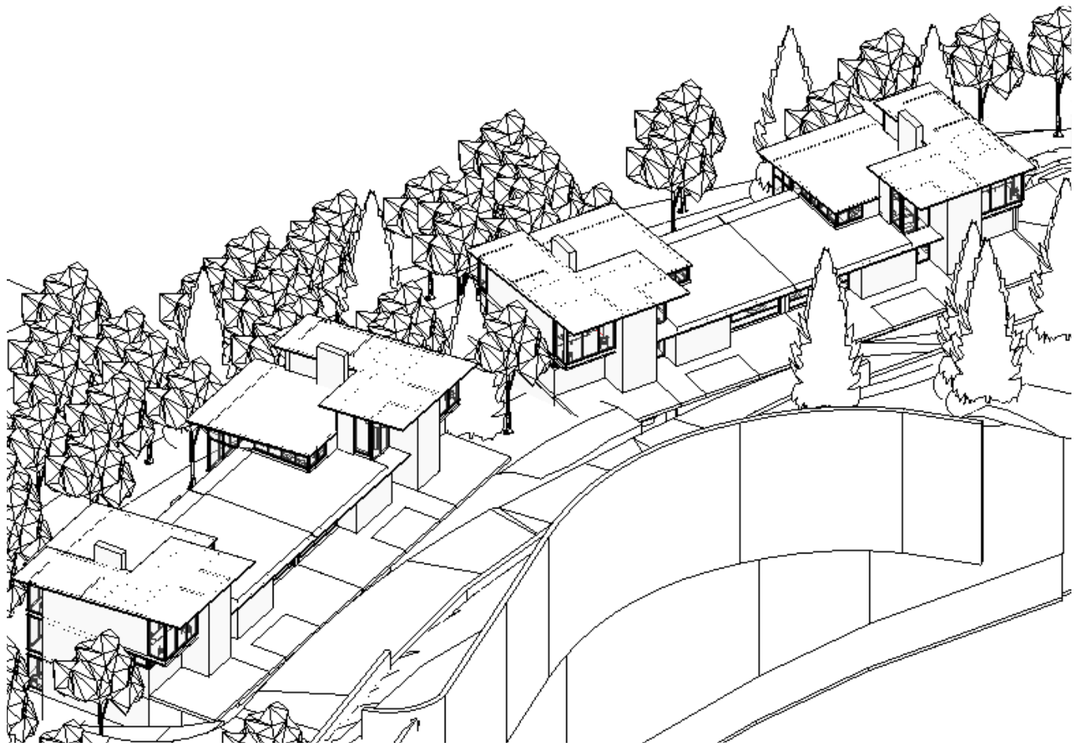






LIGHTING + CONTROL COST LEGEND

- EXTERIOR PARKING & PRIVATE ROADS $8/SF
- EXTERIOR EGRESS $8/SF
- EXTERIOR POOL $18/SF
- AMENITY $14/SF
- PUBLIC RESTROOMS $18/SF
- CIRCULATION $8/SF
- STORAGE $5/SF
- MEP $5/SF
- GARGE $6/SF
- ACCESSIBLE & AFFORDABLE $14/SF
- RESIDENTIAL VILLAS $15/SF
- RESIDENTIAL CONDO $16/SF
- RESIDENTIAL PENTHOUSE $17/SF



OVERVIEW

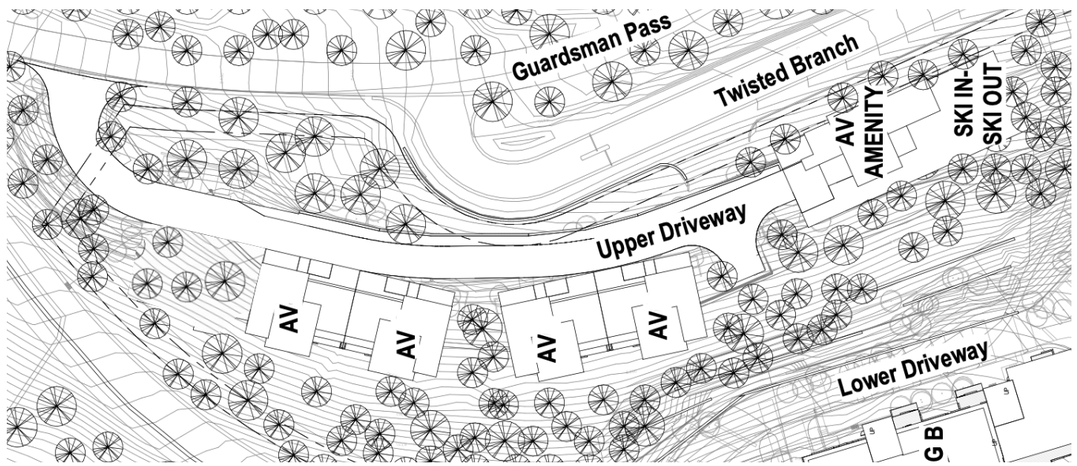
The lighting design strategy for the villas matches the adjacent buildings in restraint with ceilings kept as clean as possible. Flanged square recessed downlights placed strategically in gypsum and wood ceilings are supported by key decorative pendants and vanity sconces. All permanently installed interior and exterior lighting shall be LED technology with a standard Correlated Color Temperature (CCT) of 2700 Kelvin and a Color Rendering Index (CRI) greater than 80. All front of house luminaires shall be dimmable. All lighting shall be controlled to meet local energy code compliance and life and safety requirements.

Downlights provide ambient and focalpoint lighting. Decorative pendants are located over select kitchen islands and/ or dining tables and vanity sconces are located at each mirror. Undercabinet lighting is provided for all upper cabinets. Portable lighting provides soft ambient lighting and flexibility for the owner. Note that while portable lighting does not have to be included in the construction budget it must be carried in the FF&E budget for model residences. Exterior decks are lit sparsely with fully shielded sources to meet Dark Sky Compliance. All larger back of house areas including the garage are lit with wall or ceiling mounted linear led strips while smaller spaces are equipped with surface mounted flat panel downlights.

Lighting Controls: Provide pricing for conventional wall box lighting controls and alternative pricing for a lighting and shade control system as an upgrade package.

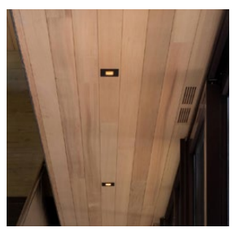
Exterior lighting is designed to provide no more than egress illuminance where required by code and follows Dark Sky Compliance with fully shielded direct only luminaires. Stumbling hazards like stairs and edges will require step or pathlights to provide safe conduct. Paths are lit with hip high fully shielded bollards at every twelve feet and private roads and parking are lit with ten foot high poles every thirty Feet.

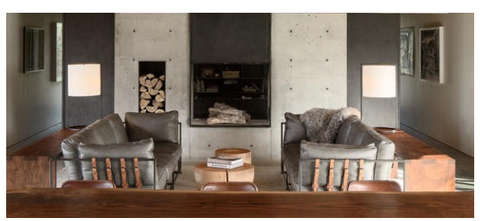
Ski locker building amenity lighting design strategies match Building ABC Amenity.











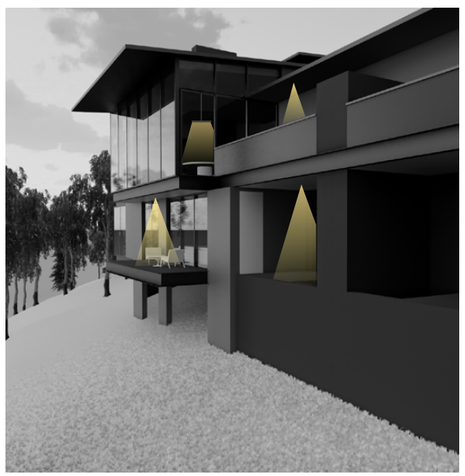
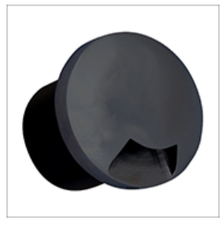


IMAGE	DESCRIPTION	LOCATION	MANUFACTURER	MODEL	UNIT COST	QUANTITY	URL
	FACADE MOUNTED CYLINDER DOWNLIGHT FULLY SHIELDED	POOL AREA	HK LIGHTING	ZX30-WM-LOCK-WITH 45 DEGREE SNOOT	$ 1,500.00	PER MARKUPS	https://www.hklightinggroup.com/spec/aa/39-HK%20Spec%20Sheets%20Concepts-ZX30%2BZX30-SOi.pdf
	RECESSED WALL MOUNTED STEPLIGHT WET	LANDSCAPE STAIRS	BK LIGHTING	MINI MICRO	$ 600.00	PER MARKUPS	https://bklighting.com/collaterals/specs/specs-731.pdf
	BOLLARD	POOL AREA AND PATHLIGHTING	BEGA US	99058	$ 1,200.00	EVERY TWELVE FEET ON PATHS AND AT EDGE OF POOL DECK	https://bega-static.s3.us-east-2.amazonaws.com/userfiles/files/99058_BEGA_Spec.pdf
	POLE	ROADS AND EXTERIOR PARKING	BEGA US	88978	$ 5,000.00	EVERY THIRTY FEET ALONG ROADS AND PARKING	https://bega-static.s3.us-east-2.amazonaws.com/userfiles/files/Download_Documents/88978/88978_BEGA_Spec.pdf




FLAGSTAFF PEAK - 9,100 FT
BANDANA
RUBY EXPRESS
KIDS ZONE
LUCKY JACK
ALPINE VILLAS SKI ACCESS
KIDS ZONE
BANDANA
SOMMET BLANC
EMPIRE EXPRESS



Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 1 - Civil & Landscape Design

Graphic Site Plan

0 50' 100' 150'

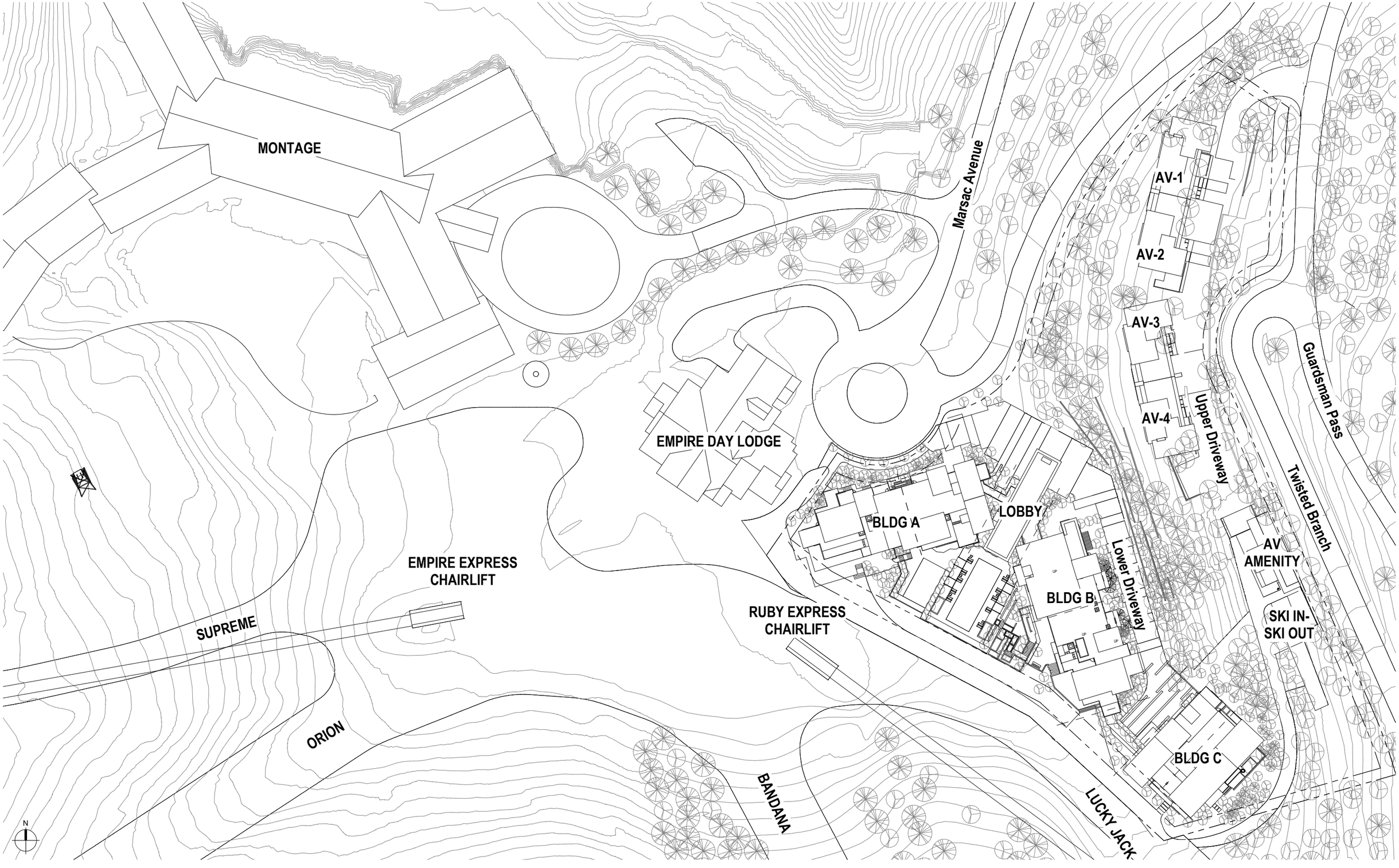


Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 1 - Civil & Landscape Design

Aerial View 1
Looking Northeast

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 2 - Condo Lodge Plans and Elevations
September 29th, 2021


MONTAGE
Marsac Avenue
AV-1
AV-2
AV-3
AV-4
Upper Driveway
Guardsman Pass
Twisted Branch
EMPIRE DAY LODGE
BLDG A
LOBBY
Lower Driveway
AV AMENITY
BLDG B
SKI IN-SKI OUT
EMPIRE EXPRESS CHAIRLIFT
RUBY EXPRESS CHAIRLIFT
SUPREME
ORION
BANDANA
BLDG C
LUCKY JACK
N

GROSS AREA SCHEDULE - BLDGS A, B, C

Area Type	Area
ACCESSIBLE & AFFORDABLE	6,201 SF
AMENITY	29,560 SF
CIRCULATION	32,759 SF
MEP	11,975 SF
PARKING	53,510 SF
RESIDENTIAL SALEABLE	140,761 SF
RESTAURANT	3,091 SF
RESTROOMS	1,109 SF
STORAGE	12,792 SF
GRAND TOTAL	291,758 SF

PARKING SUMMARY - BUILDING A&B P2, BUILDING C P1

	UNITS	STALLS/UNIT	REQ'D STALLS	25% REDUCTION	TYPE
Type A Units (ADA)	2	1	2	1.5	ADA
Affordable 2 Bed Housing Units	2	1.5	3	2.25	Standard
Affordable Studio Housing Units	4	1	4	3	Standard
Buildings AB Residential	34	2	68	51	Standard
Buildings C Residential	11	2	22	16.5	Standard
Restaurant (10 stalls/1,000sf)	3.6	10	36	27	Tandem
TOTAL			135	101.25	
PARKING SPOTS PROVIDED:				**102**	

DEER VALLEY PARKING - BUILDING B P1

	REQUIRED		PROVIDED		TYPE
Empire Day Lodge Parking	0		60		Tandem

UNIT SCHEDULE - Alpine Villas

Townhome #	Mechanical Area	Garage Area	Residential Area
1	50	600	5,350
2	50	600	5,350
3	50	600	5,350
4	50	600	5,350
Total	**200**	**2,400**	**21,400**

Alpine Villa Ski Lounge Amenity			Sq Ft
1			**1,900**

Grand Total	**23,300**

UNIT SCHEDULE - BLDG C

Number	Name	Area	Type	Unit Type
C 201	BLDG C UNIT 201	4,162 SF	5BR	T
C 202	BLDG C UNIT 202	3,916 SF	4BR	O
C 301	BLDG C UNIT 301	4,221 SF	5BR	M
C 302	BLDG C UNIT 302	3,899 SF	4BR	U
C 401	BLDG C UNIT 401	4,181 SF	5BR	N
C 402	BLDG C UNIT 402	4,221 SF	5BR	M
C 501	BLDG C UNIT 501	4,221 SF	5BR	M
C 502	BLDG C UNIT 502	4,181 SF	5BR	N
C 601	BLDG C UNIT 601	4,181 SF	5BR	N
C 602	BLDG C UNIT 602	4,221 SF	5BR	M
C 701	BLDG C UNIT 701	5,078 SF	PH	P
GRAND TOTAL: 11		46,483 SF		

UNIT SCHEDULE - TYPE A (ADA)

Number	Name	Area	Type	Unit Type
A 21	BLDG A UNIT 21	759 SF	1BR - Type A (ADA)	L
B 21	BLDG B UNIT 21	759 SF	1BR - Type A (ADA)	L
GRAND TOTAL: 2		1,518 SF		

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	1 Bed - Affordable	Q
C23	BLDG C UNIT 23	424 SF	1 Bed - Affordable	Q
C24	BLDG C UNIT 24	422 SF	1 Bed - Affordable	Q
C25	BLDG C UNIT 25	424 SF	1 Bed - Affordable	Q
GRAND TOTAL: 6		4,683 SF		

PROPERTY ENTITLEMENTS

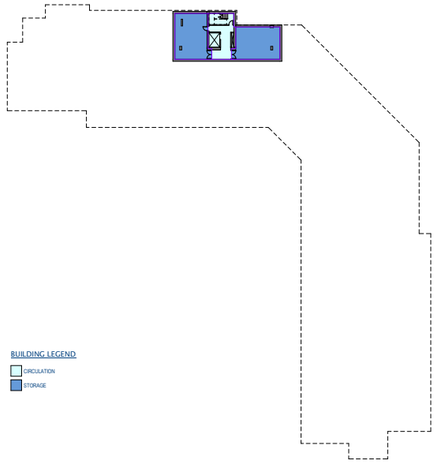
Residential Saleable Permitted	81 ERUS	162,000 SF
Residential Saleable Provided	*see below	162,161 SF
Affordable Housing Required		3,360 SF
Affordable Housing Provided		4,683 SF
Residential Units Permitted		81
Residential Units Provided		47
Resort Support Commercial Permitted		3,600 SF
Resort Support Commercial Provided		3,091 SF
Note: Residential Saleable will drop to 162,000 SF prior to plot map		

UNIT SCHEDULE - BLDG A

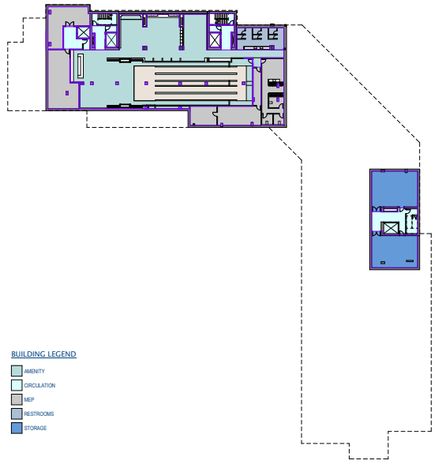
Number	Name	Area	Type	Unit Type
A 202	BLDG A UNIT 202	2,221 SF	2BR - Den	A
A 203	BLDG A UNIT 203	2,136 SF	2BR - Den	B
A 204	BLDG A UNIT 204	3,223 SF	4BR	H
A 301	BLDG A UNIT 301	2,713 SF	3BR	F
A 302	BLDG A UNIT 302	2,632 SF	3BR	C
A 303	BLDG A UNIT 303	2,552 SF	3BR	D
A 304	BLDG A UNIT 304	3,215 SF	4BR	G
A 401	BLDG A UNIT 401	2,540 SF	3BR	E
A 402	BLDG A UNIT 402	2,632 SF	3BR	C
A 403	BLDG A UNIT 403	2,552 SF	3BR	D
A 404	BLDG A UNIT 404	3,223 SF	4BR	H
A 501	BLDG A UNIT 501	2,713 SF	3BR	F
A 502	BLDG A UNIT 502	2,632 SF	3BR	C
A 503	BLDG A UNIT 503	3,949 SF	PH	R
A 601	BLDG A UNIT 601	5,319 SF	PH	S
GRAND TOTAL: 15		44,253 SF		

UNIT SCHEDULE - BLDG B

Number	Name	Area	Type	Unit Type
B 202	BLDG B UNIT 202	2,221 SF	2BR - Den	A
B 203	BLDG B UNIT 203	2,136 SF	2BR - Den	B
B 204	BLDG B UNIT 204	3,216 SF	4BR	G
B 301	BLDG B UNIT 301	2,544 SF	3BR	E
B 302	BLDG B UNIT 302	2,632 SF	3BR	C
B 303	BLDG B UNIT 303	2,552 SF	3BR	D
B 304	BLDG B UNIT 304	3,223 SF	4BR	H
B 401	BLDG B UNIT 401	2,713 SF	3BR	F
B 402	BLDG B UNIT 402	2,632 SF	3BR	C
B 403	BLDG B UNIT 403	2,552 SF	3BR	D
B 404	BLDG B UNIT 404	3,216 SF	4BR	G
B 501	BLDG B UNIT 501	2,544 SF	3BR	E
B 502	BLDG B UNIT 502	2,632 SF	3BR	C
B 503	BLDG B UNIT 503	2,552 SF	3BR	D
B 504	BLDG B UNIT 504	3,223 SF	4BR	H
B 602	BLDG B UNIT 602	4,553 SF	PH	I
B 603	BLDG B UNIT 603	4,883 SF	PH	J
GRAND TOTAL: 17		50,025 SF		



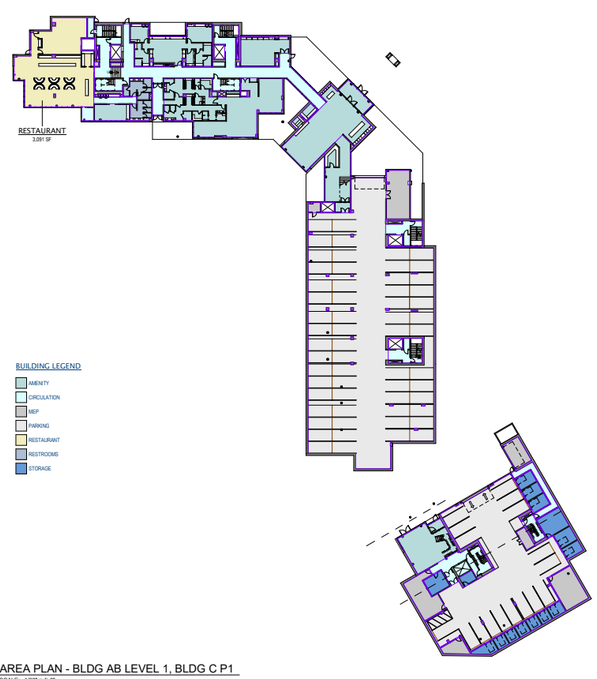
6 AREA PLAN - LEVEL B2
SCALE: 1/32" = 1'-0"



1 AREA PLAN - LEVEL B1
SCALE: 1/32" = 1'-0"



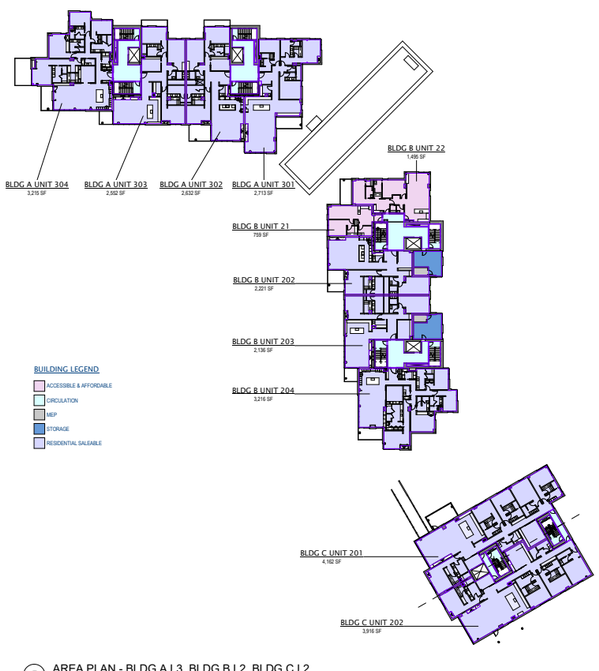
2 AREA PLAN - LEVEL P2
SCALE: 1/32" = 1'-0"



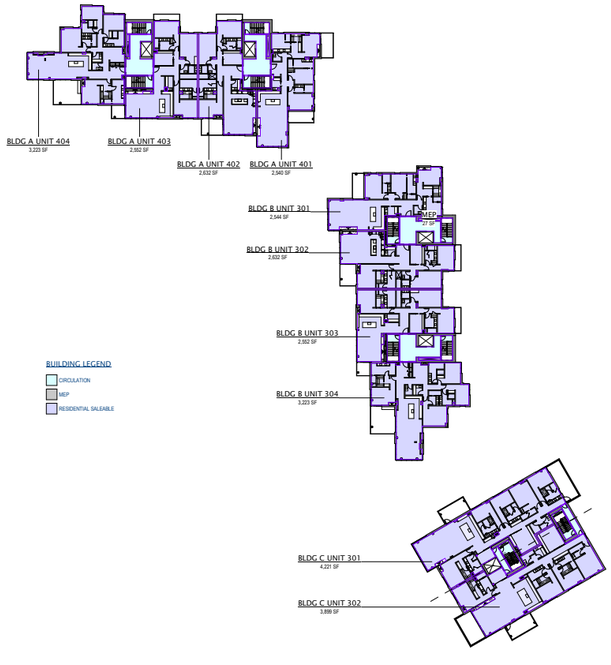
3 AREA PLAN - BLDG AB LEVEL 1, BLDG C P1
SCALE: 1/32" = 1'-0"



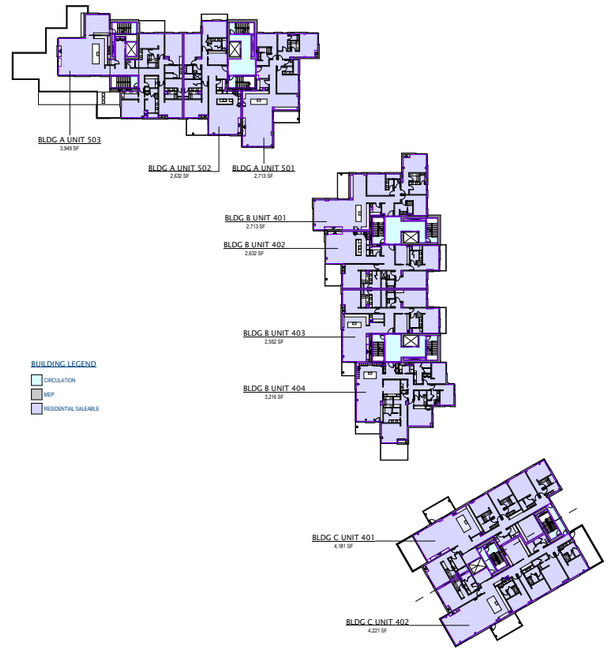
4 AREA PLAN - BLDG A L2, BLDG B L1, BLDG C L1
SCALE: 1/32" = 1'-0"



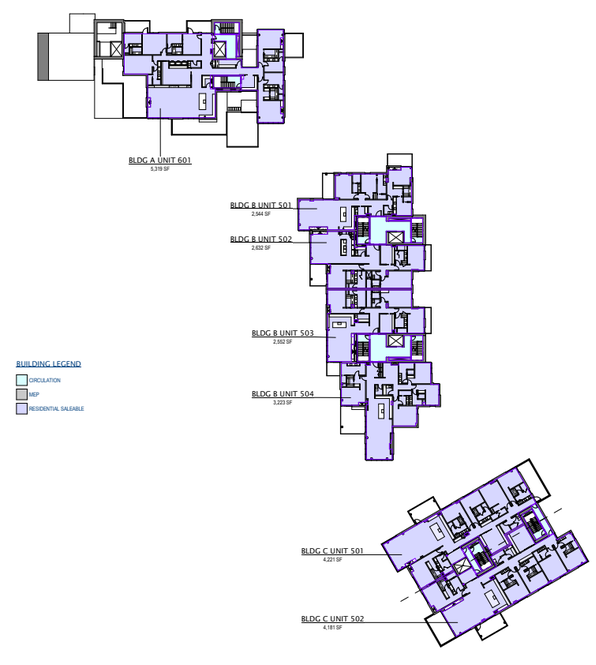
5 AREA PLAN - BLDG A L3, BLDG B L2, BLDG C L2
SCALE: 1/32" = 1'-0"



5 AREA PLAN - BLDG A L4, BLDG B L3, BLDG C L3
SCALE: 1/32" = 1'-0"



1 AREA PLAN - BLDG A L5, BLDG B L4, BLDG C L4
SCALE: 1/32" = 1'-0"



2 AREA PLAN - BLDG A L6, BLDG B L5, BLDG C L5
SCALE: 1/32" = 1'-0"

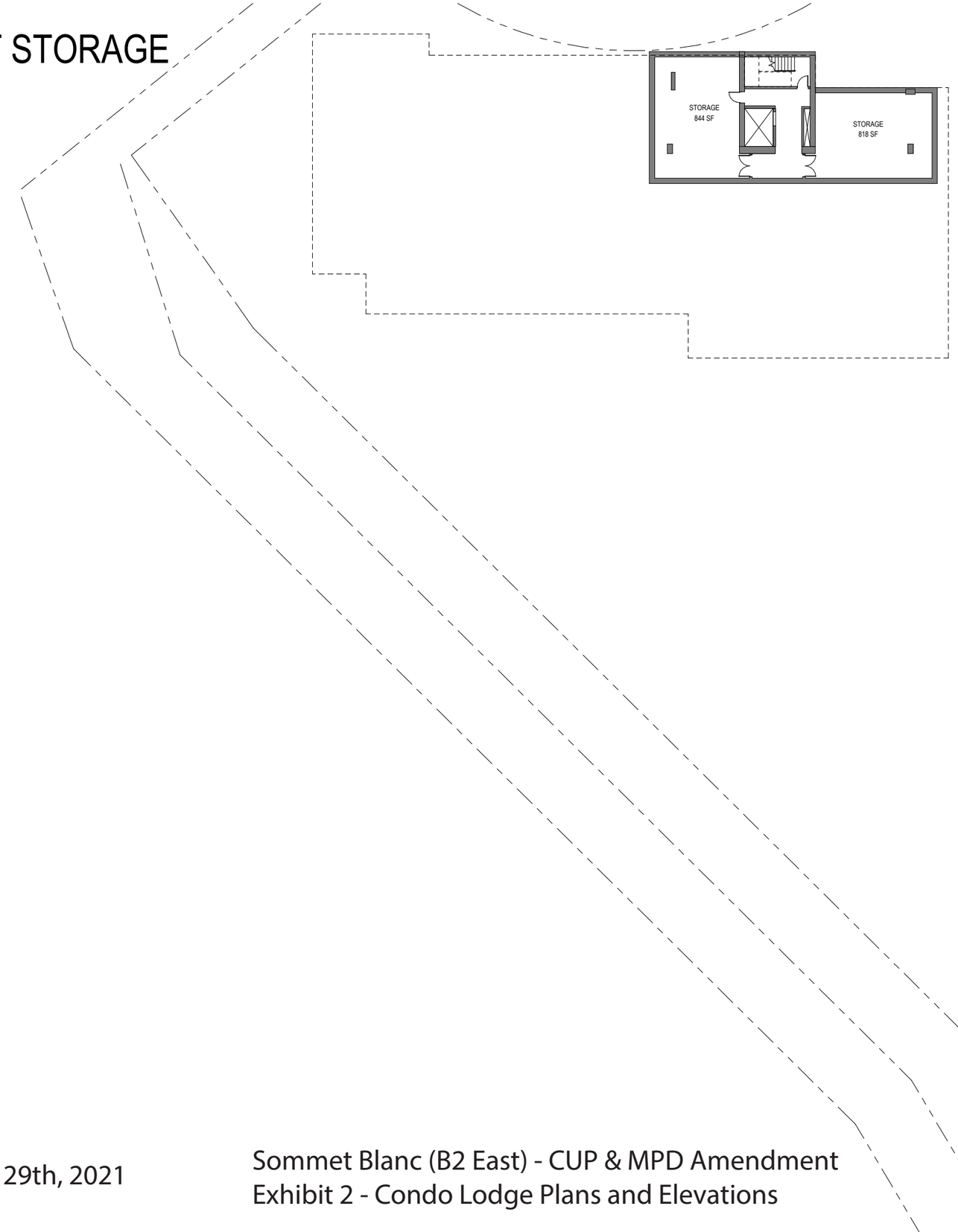


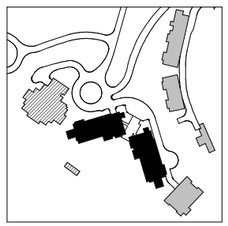
3 AREA PLAN - BLDG B L6, BLDG C L6
SCALE: 1/32" = 1'-0"

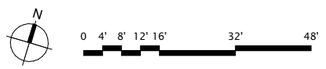


4 AREA PLAN - BLDG C - L7
SCALE: 1/32" = 1'-0"

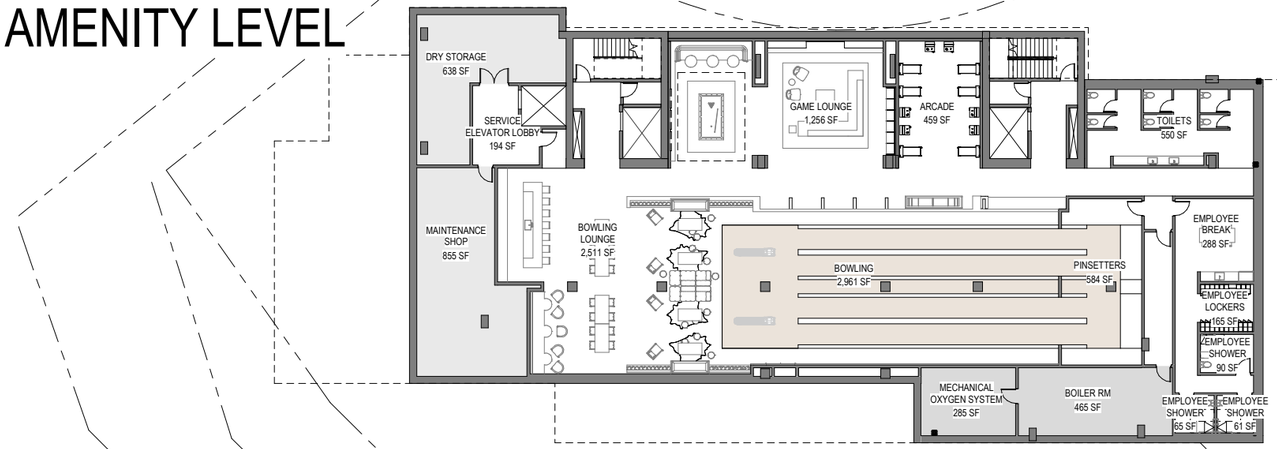
BLDG A - BASEMENT STORAGE

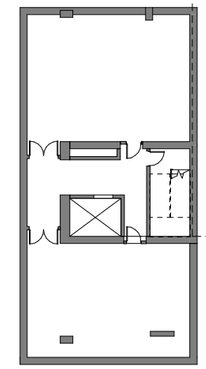






BLDG A - BASEMENT AMENITY LEVEL

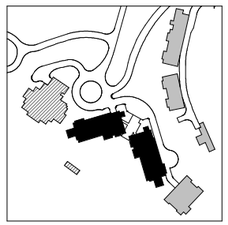




EDGE OF DEER VALLEY BUFFER EASEMENT

EDGE OF DEER VALLEY SKI EASEMENT

PROPERTY LINE



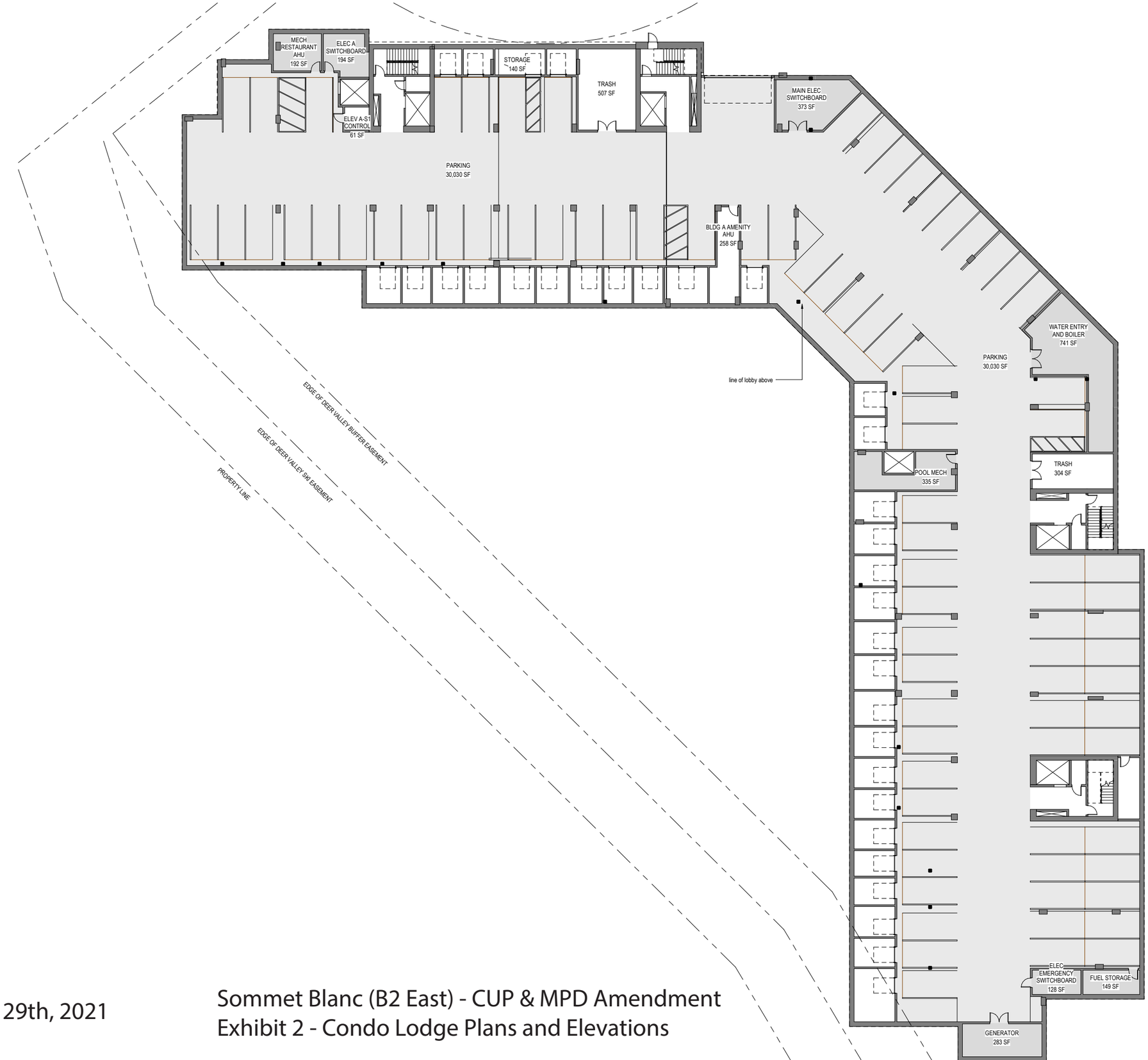
UNIT TYPE

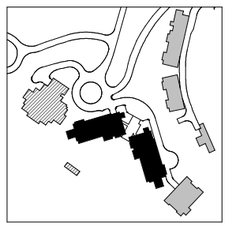
- MEP
- Storage

N

0 4' 8' 12' 16' 32' 48'

BLDG AB - P2





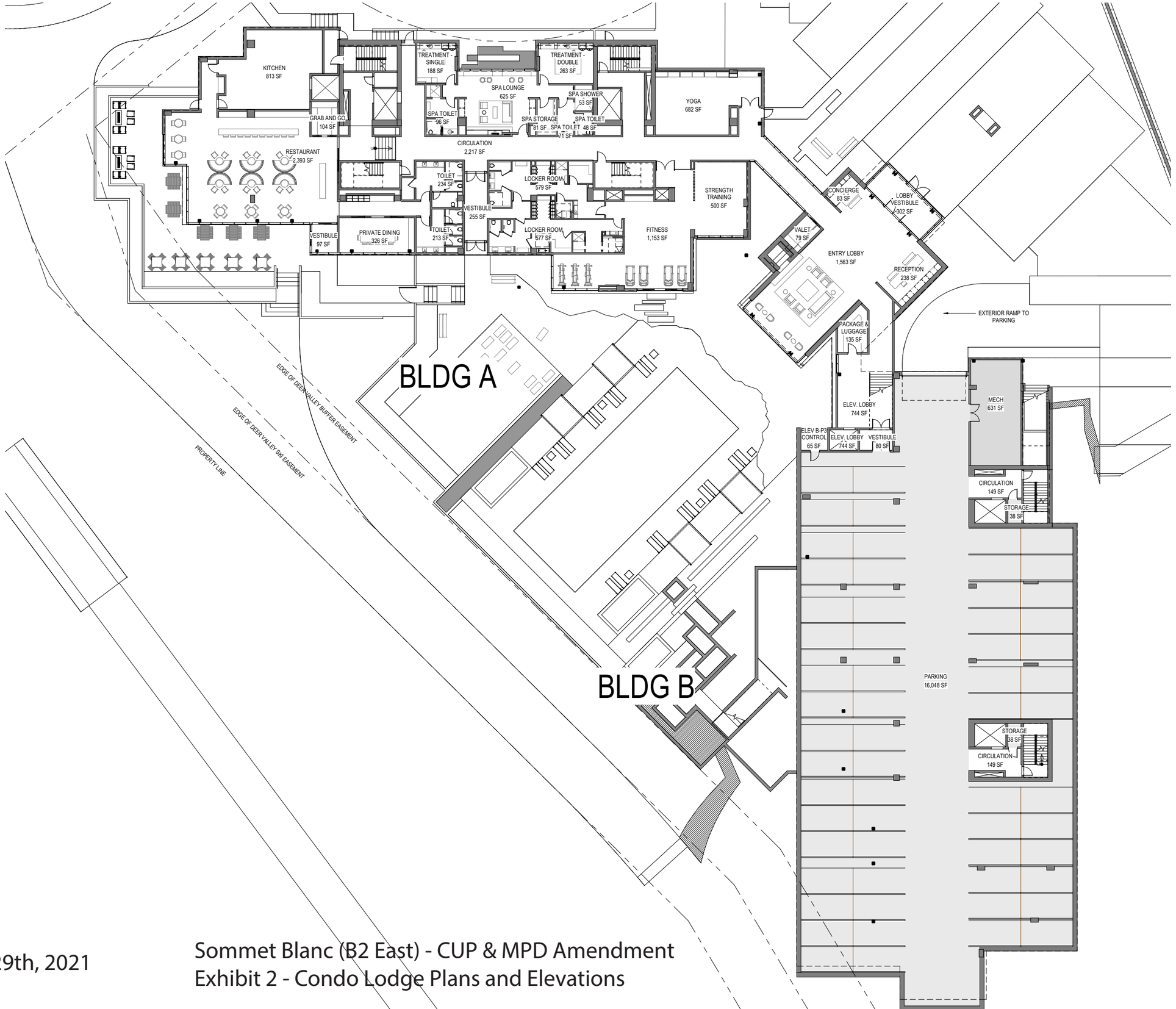
N

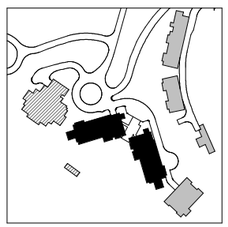
0 4' 8' 12' 16' 32' 48'

Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 2 - Condo Lodge Plans and Elevations

BLDG A - L1
BLDG B - P1





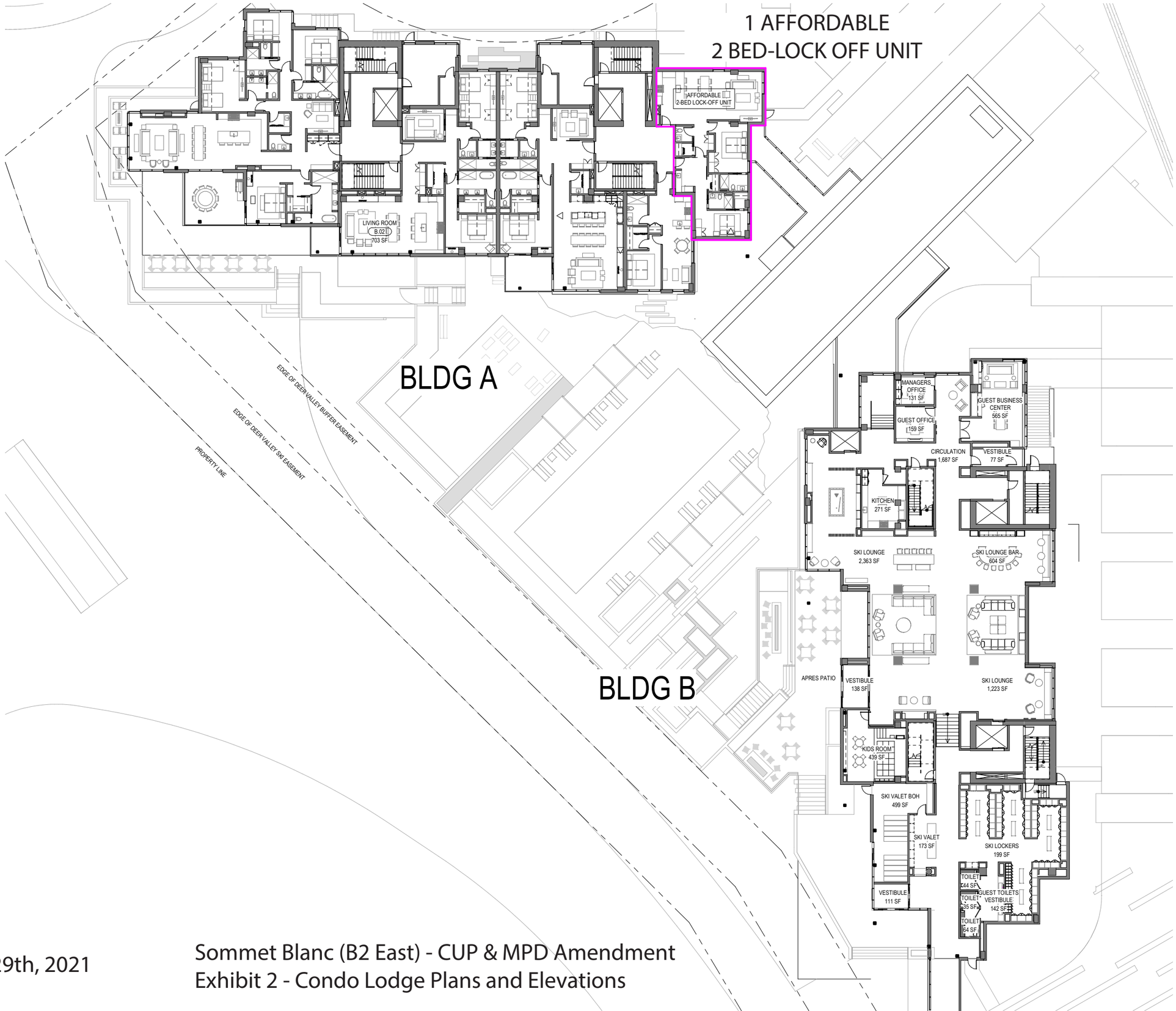
N

0 4' 8' 12' 16' 32' 48'

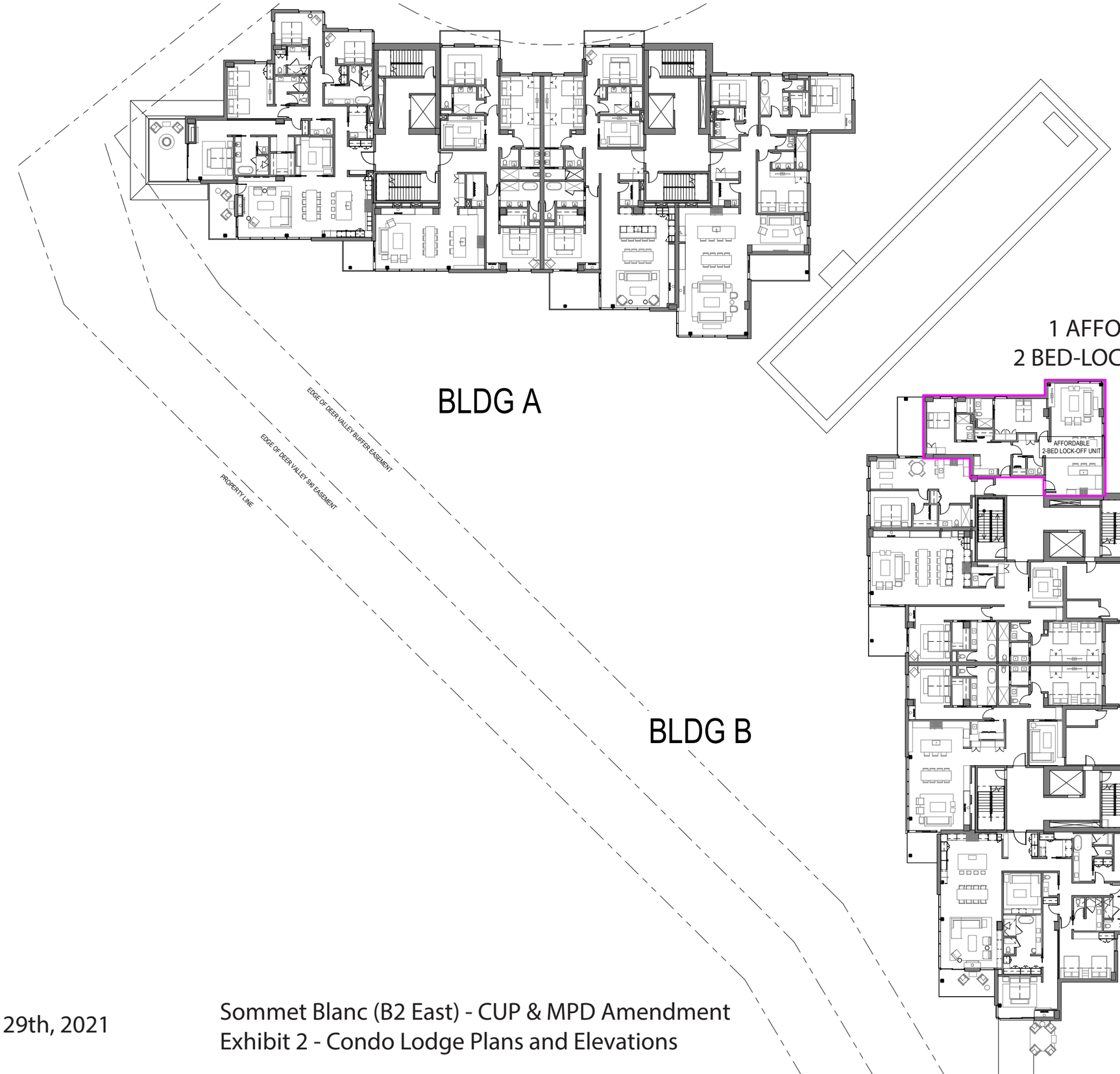
Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 2 - Condo Lodge Plans and Elevations

BLDG A - L2
BLDG B - L1



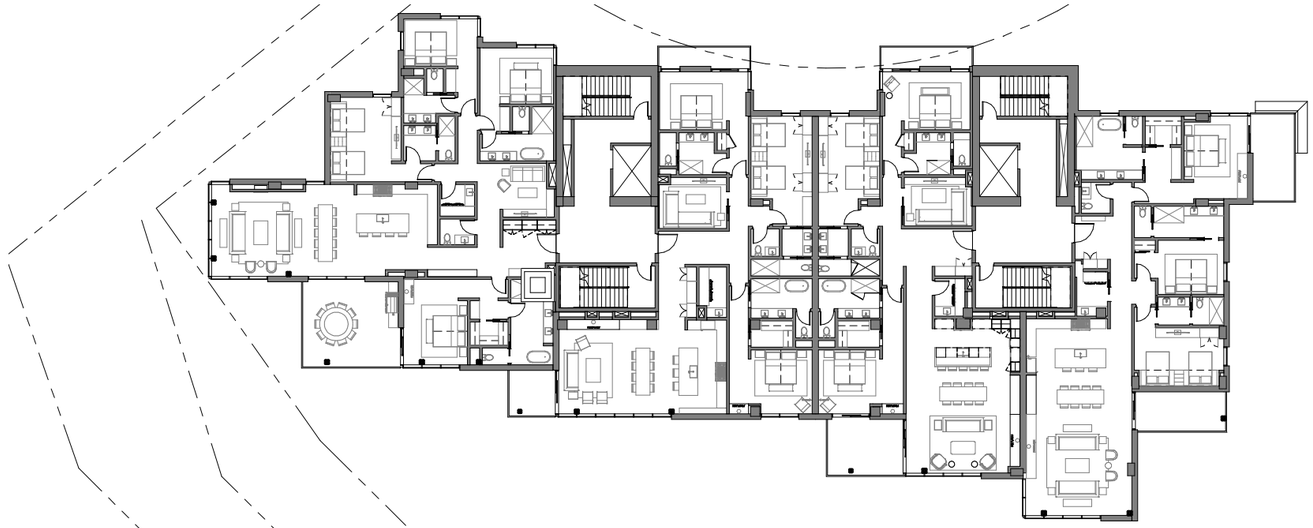
BLDG A - L3
BLDG B - L2



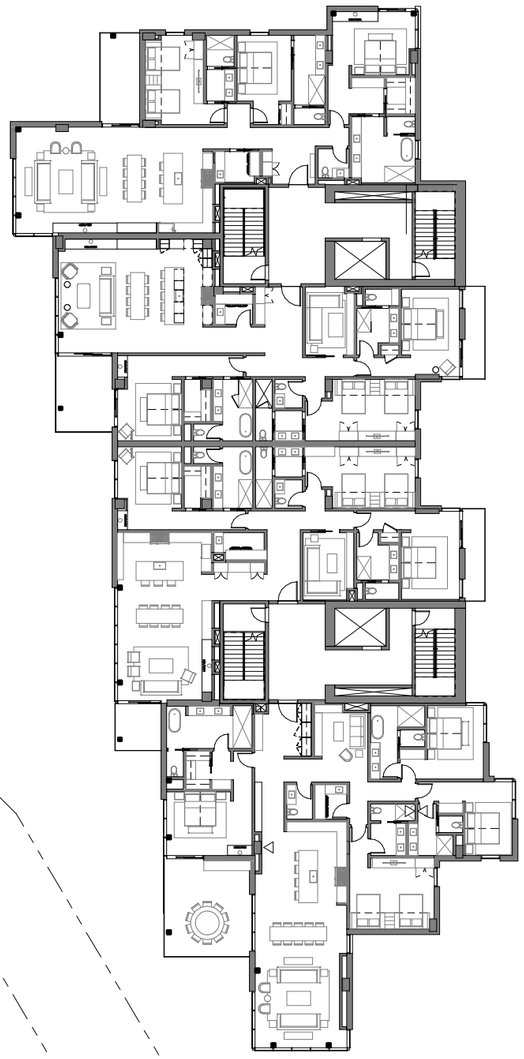
1 AFFORDABLE
2 BED-LOCK OFF UNIT



BLDG A - L4
BLDG B - L3



BLDG A

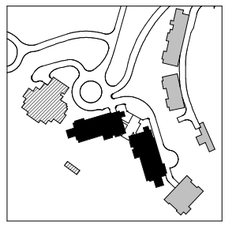


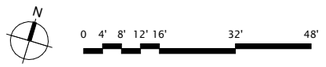
BLDG B

EDGE OF DEER VALLEY BUFFER EASEMENT

EDGE OF DEER VALLEY SKI EASEMENT

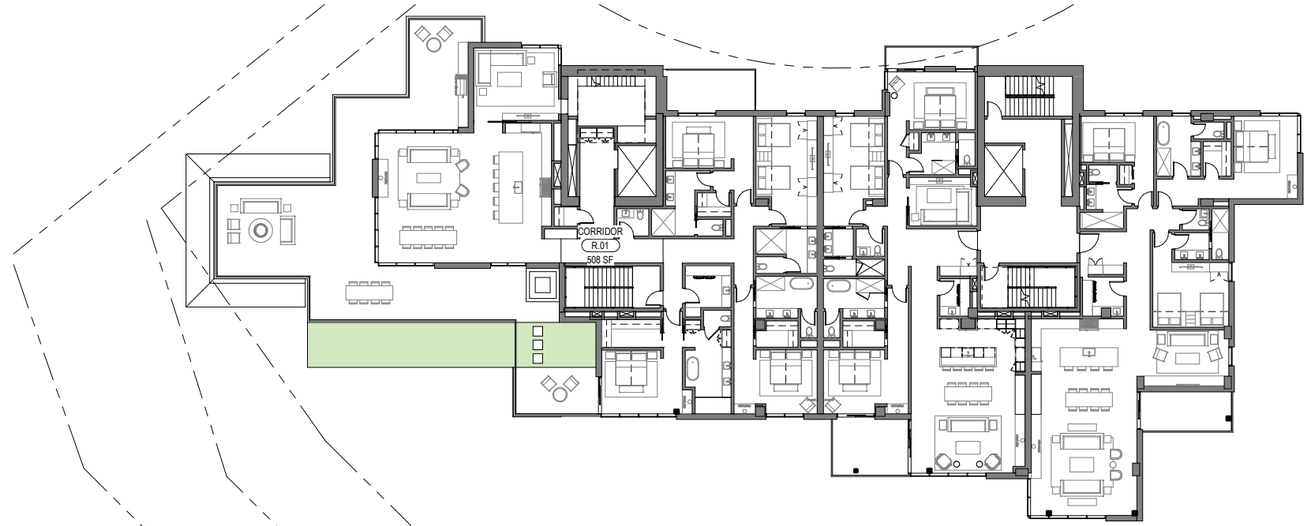
PROPERTY LINE



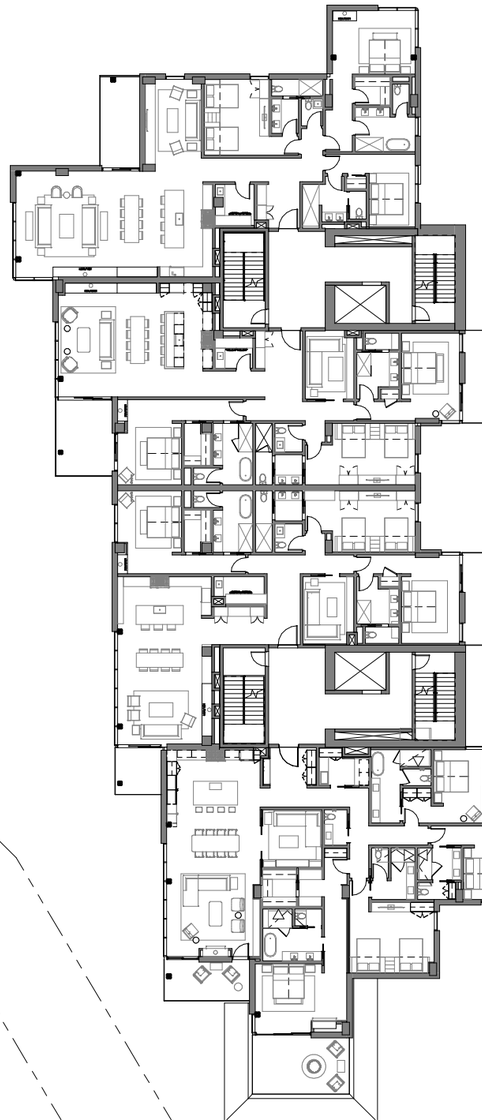


BLDG A - L5

BLDG B - L4



BLDG A

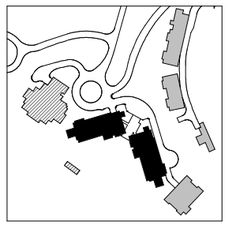


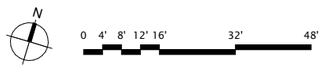
BLDG B

EDGE OF DEER VALLEY BUFFER EASEMENT

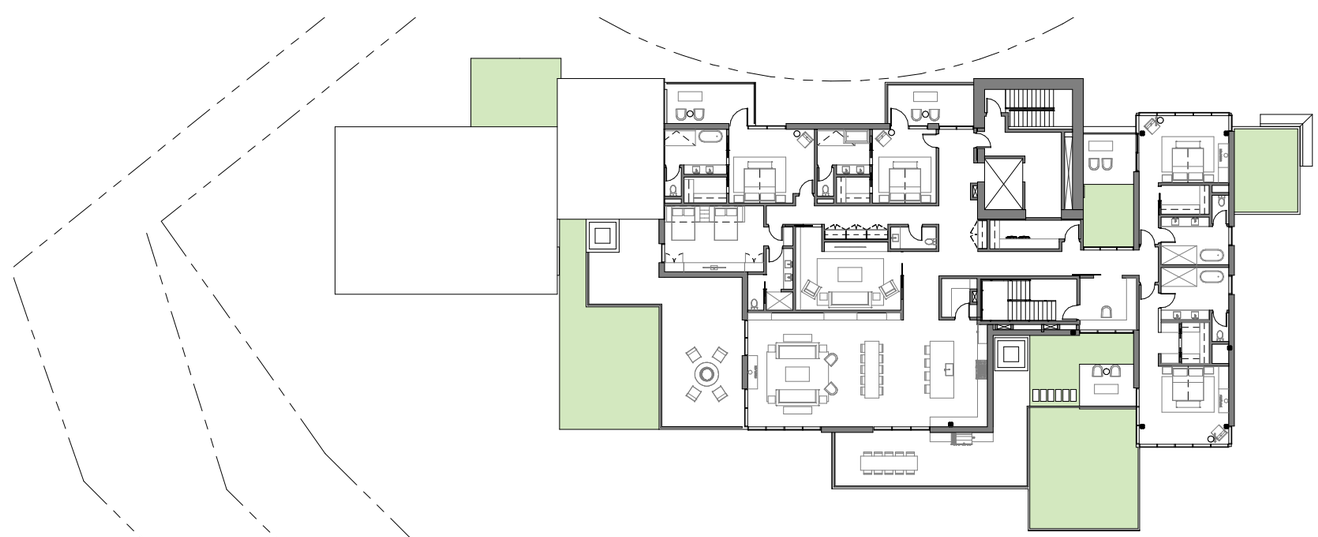
EDGE OF DEER VALLEY SKI EASEMENT

PROPERTY LINE

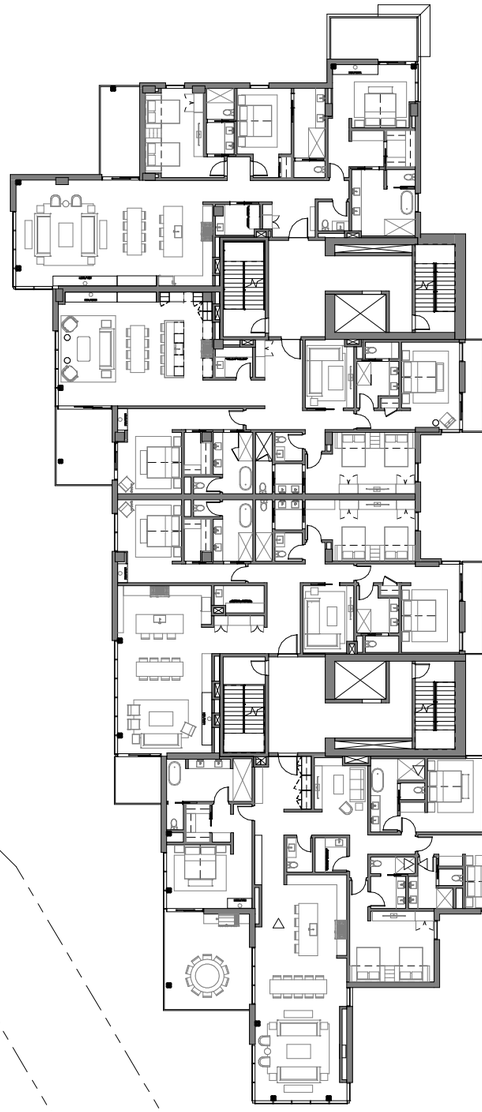




BLDG A - L6
BLDG B - L5



BLDG A

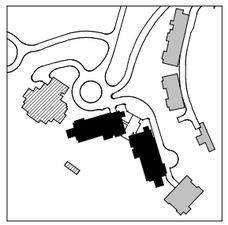


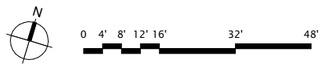
BLDG B

EDGE OF DEER VALLEY BUFFER EASEMENT

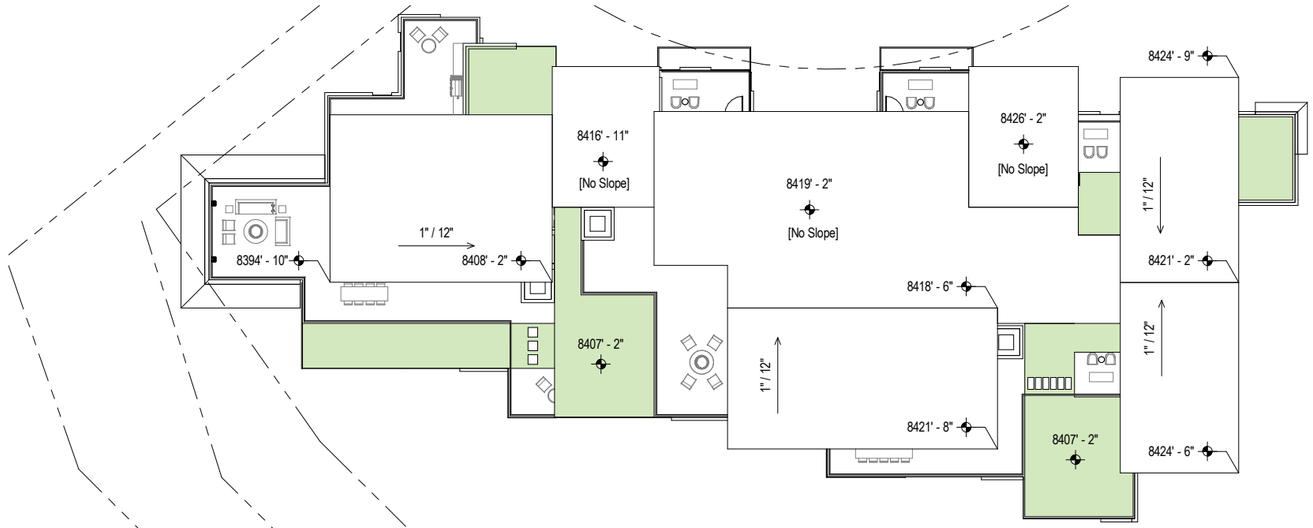
EDGE OF DEER VALLEY SKI EASEMENT

PROPERTY LINE



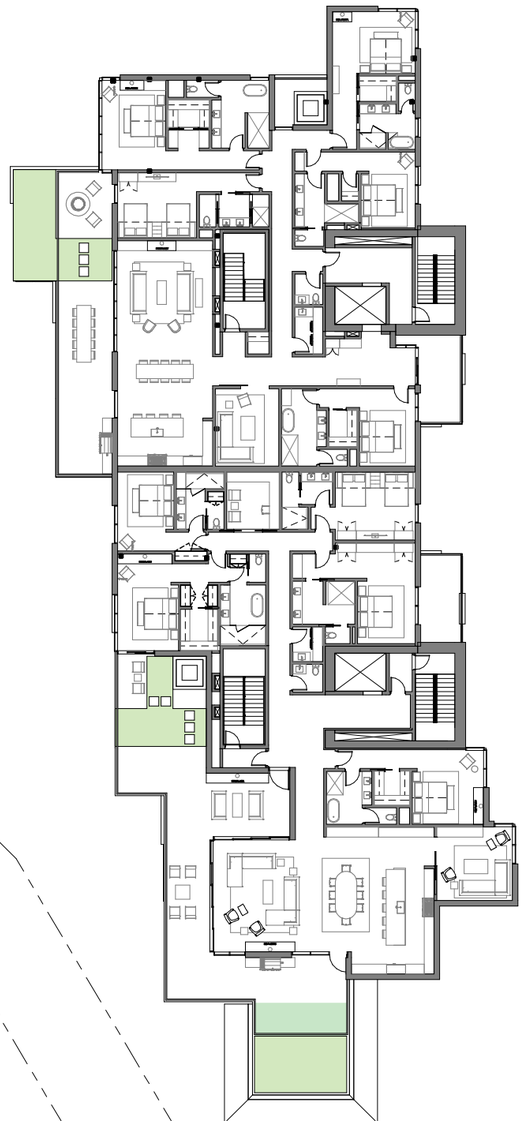


BLDG A - ROOF
BLDG B - L6



BLDG A

BUILDING A BENCHMARK ELEVATION: 8,345 ft
BUILDING A MAXIMUM PERMITTED ELEVATION: 8,427 ft

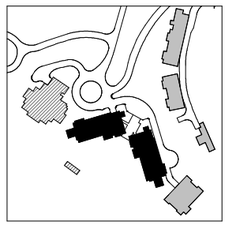


EDGE OF DEER VALLEY BUFFER EASEMENT

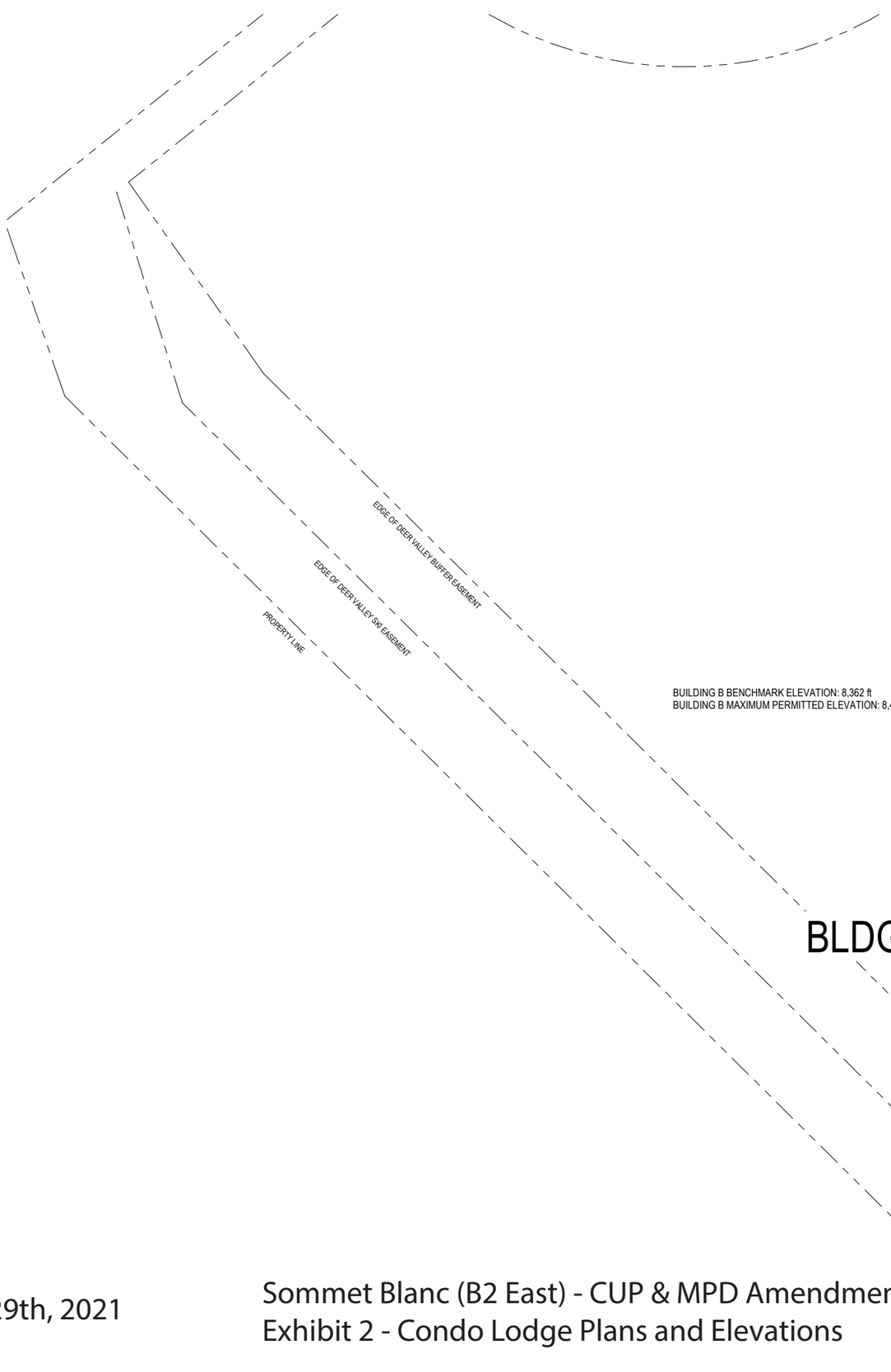
EDGE OF DEER VALLEY SKI EASEMENT

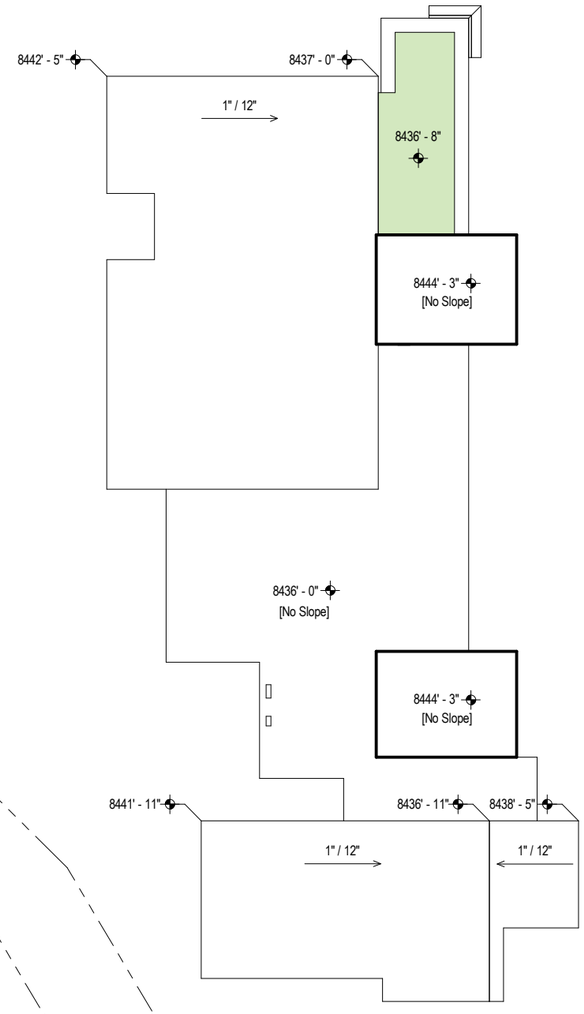
PROPERTY LINE

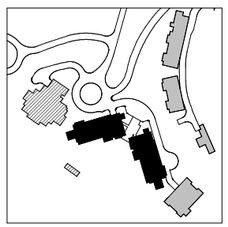
BLDG B

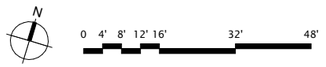


BLDG B - ROOF

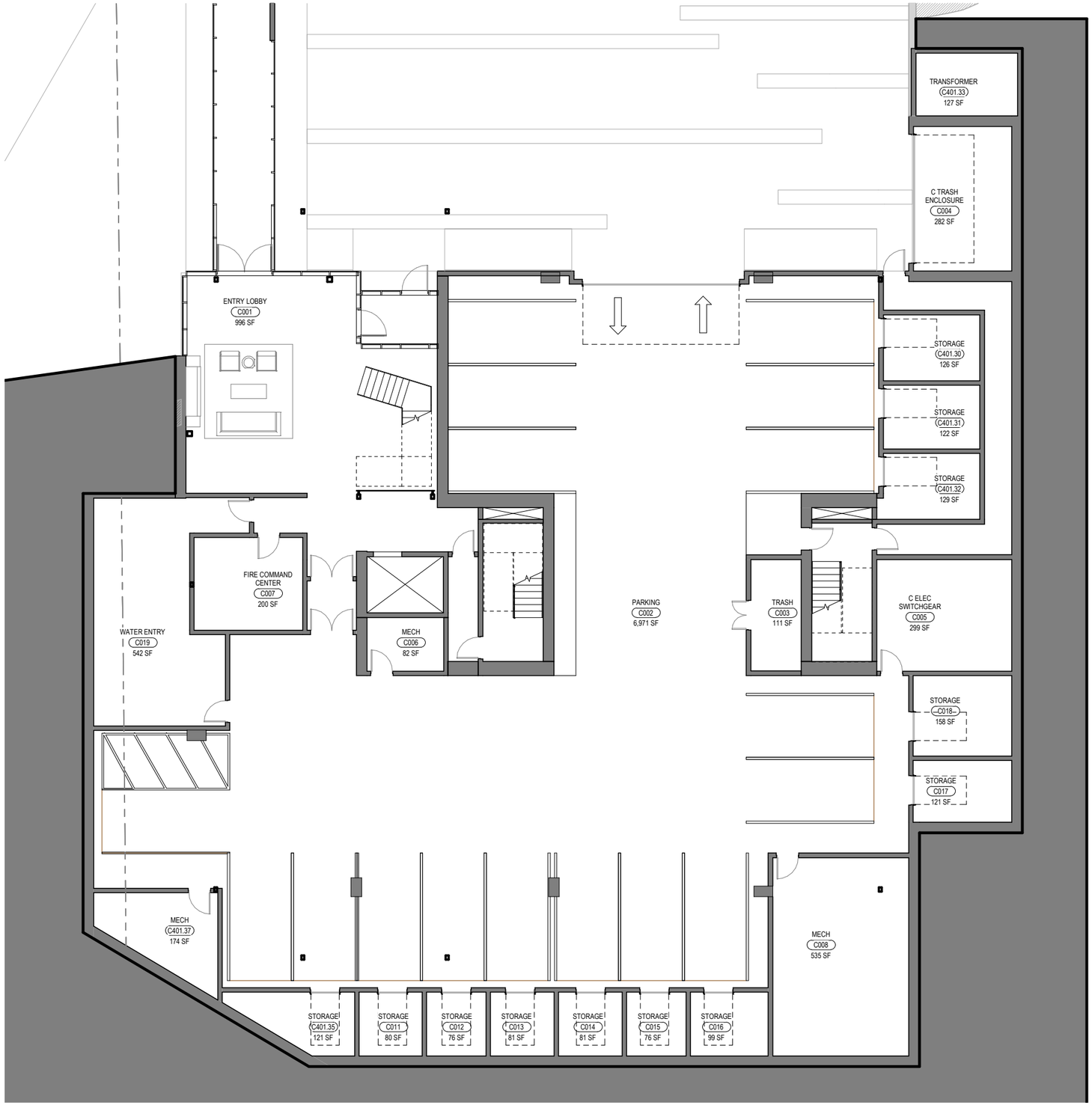

EDGE OF DEER VALLEY BUFFER EASEMENT
EDGE OF DEER VALLEY SKI EASEMENT
PROPERTY LINE
BUILDING B BENCHMARK ELEVATION: 8,362 ft
BUILDING B MAXIMUM PERMITTED ELEVATION: 8,444 ft
BLDG B

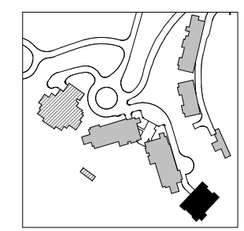

8442' - 5"
8437' - 0"
1" / 12"
8436' - 8"
8444' - 3"
[No Slope]
8436' - 0"
[No Slope]
8444' - 3"
[No Slope]
8441' - 11"
8436' - 11"
8438' - 5"
1" / 12"
1" / 12"

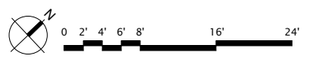



N
0 4' 8' 12' 16' 32' 48'

BLDG C - PARKING

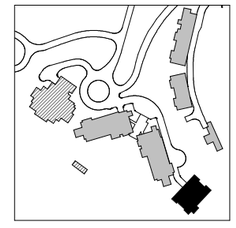


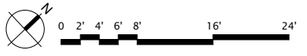




BLDG C - L1

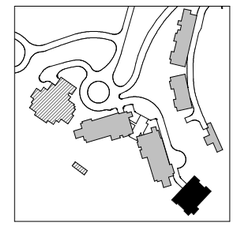

4 AFFORDABLE
1 BED UNITS
UNIT 22 - Q 1BR
UNIT 23 - Q 1BR
UNIT 24 - Q 1BR
UNIT 25 - Q 1BR
open to below
SKIER LOUNGE
C 100
919 SF
deck
TOILET
C401.27
81 SF
TOILET
C401.28
81 SF
MAIDS
C401.26
320 SF
STORAGE
C109
115 SF
CIRCULATION
C102
1,023 SF
GOLF SIMULATOR
C108
459 SF
snack bar
snack bar
LOUNGE
C29
1,291 SF
GOLF SIMULATOR
C107
459 SF
MEP
C 209
738 SF
MECH OXYGEN
C47
210 SF
MAIDS
C702
282 SF

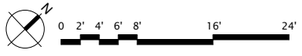



N
0 2' 4' 6' 8' 16' 24'

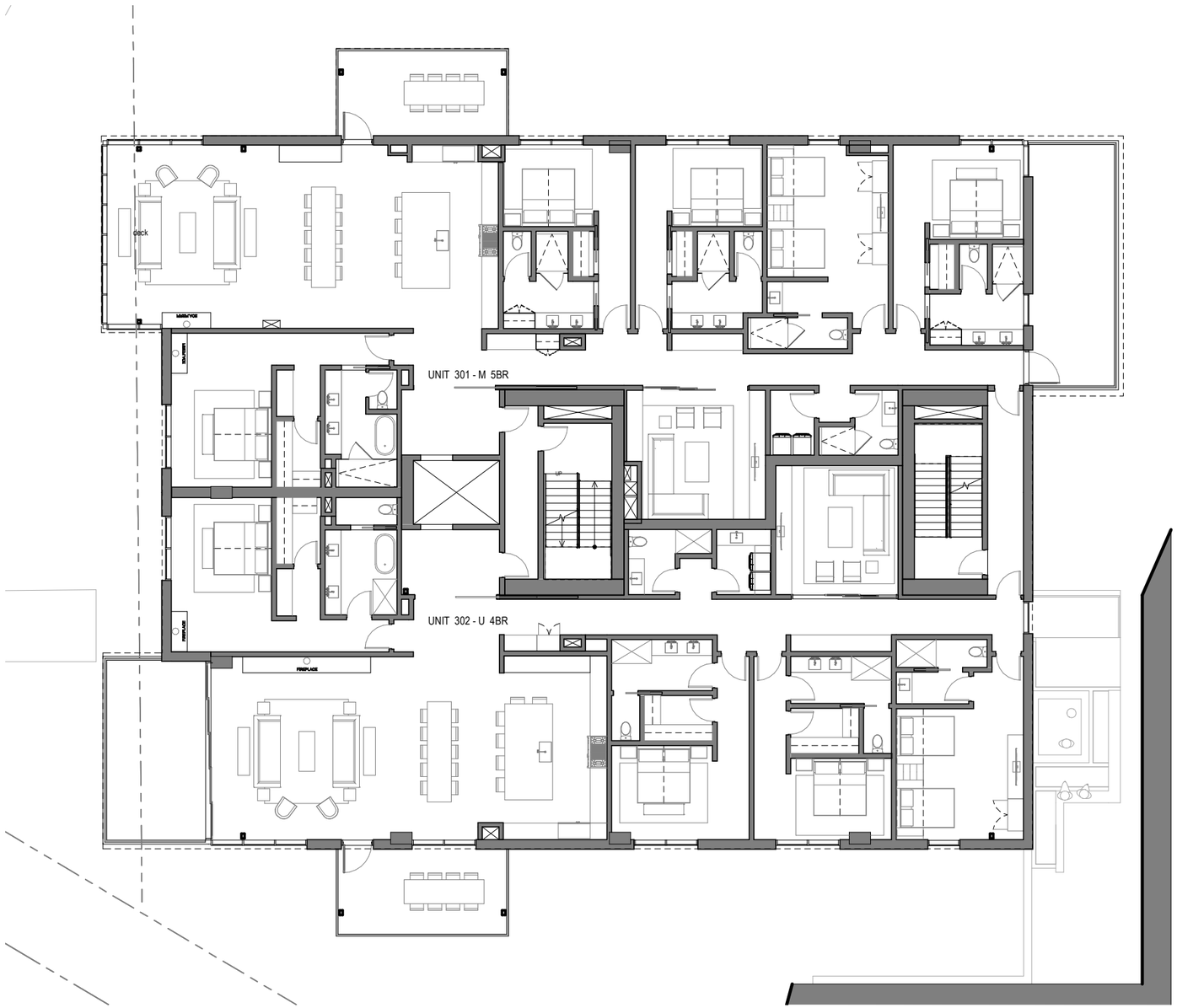
BLDG C - L2

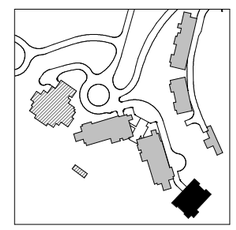

UNIT 201 - T 5BR
UNIT 202 - O 4BR
FIREPLACE
FIREPLACE

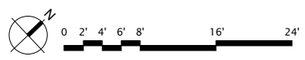



N
0
2'
4'
6'
8'
16'
24'

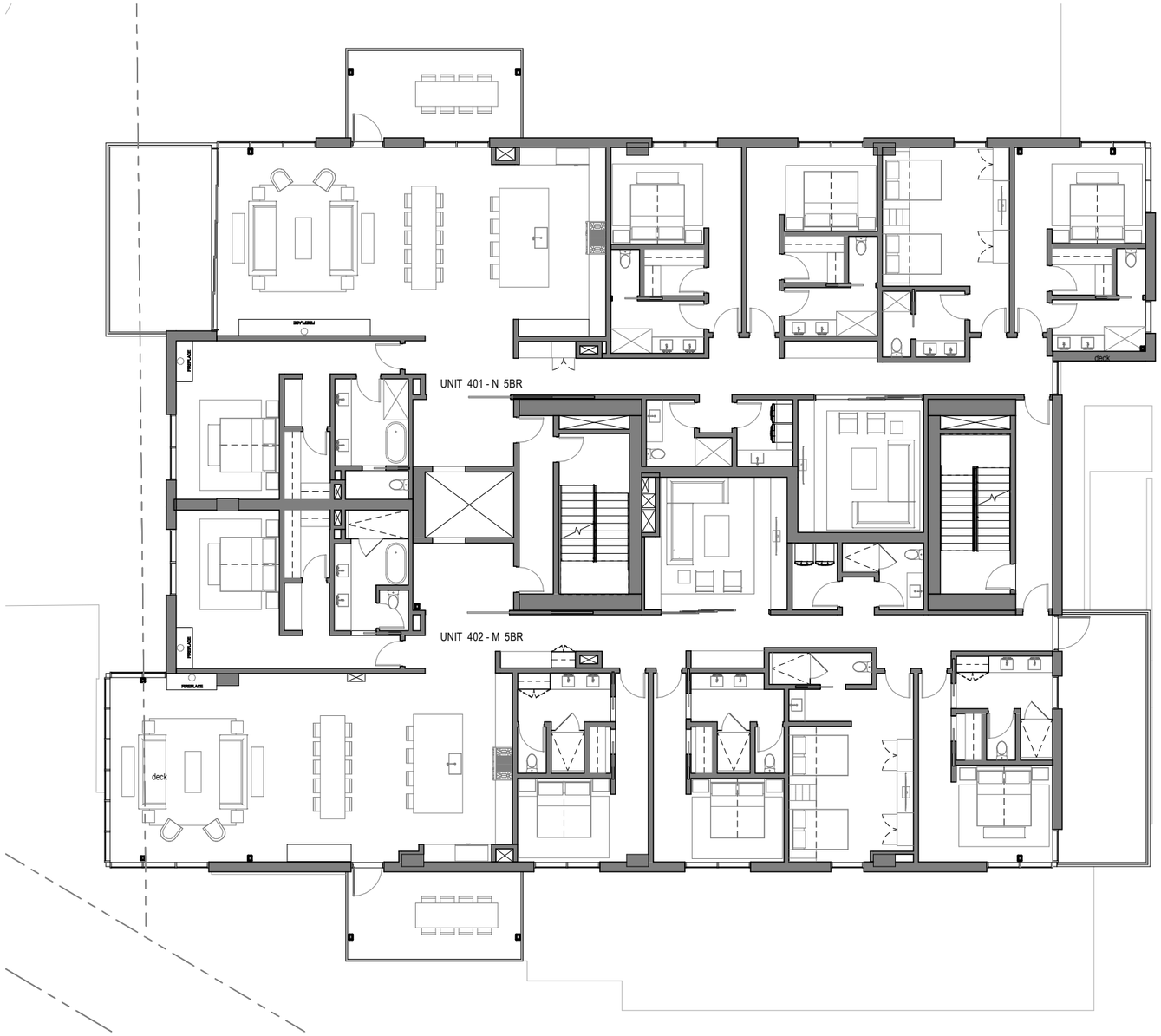
BLDG C - L3

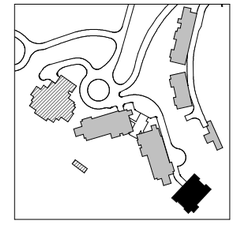


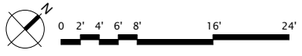




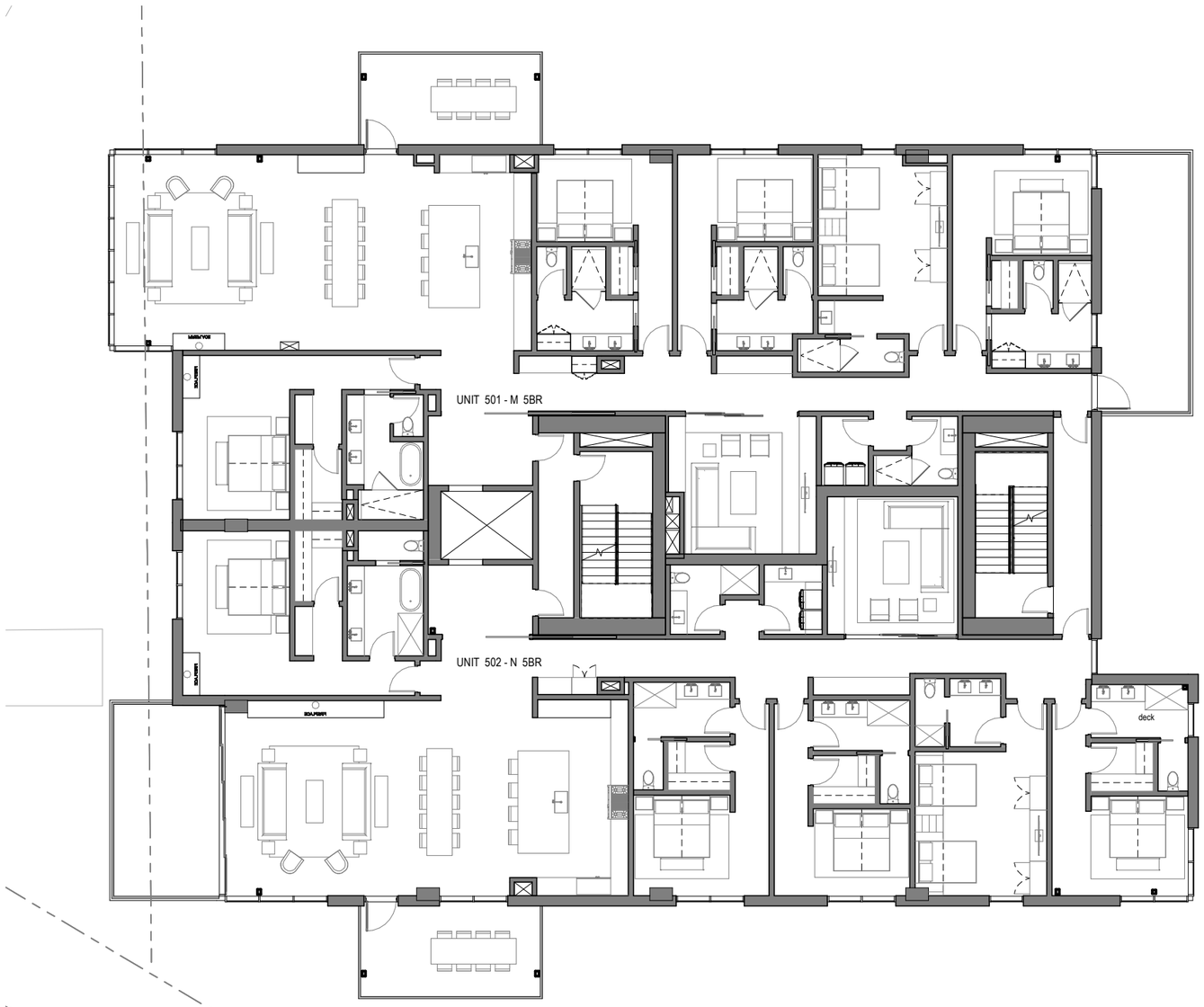
BLDG C - L4

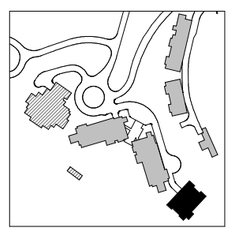

UNIT 401 - N 5BR
UNIT 402 - M 5BR
deck
deck
FIREPLACE
FIREPLACE

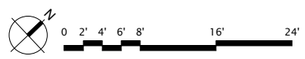



N
0 2' 4' 6' 8' 16' 24'

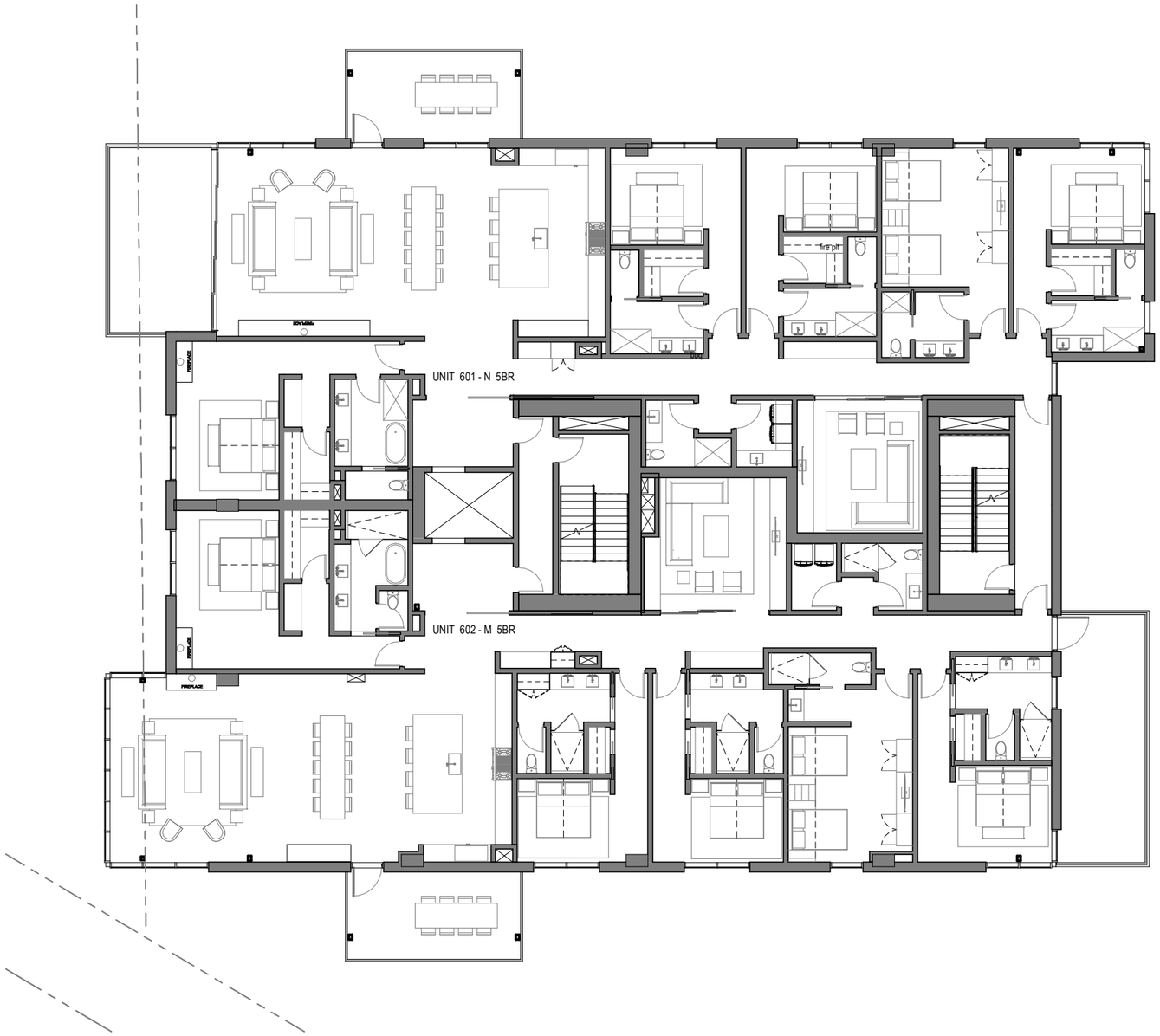
BLDG C - L5

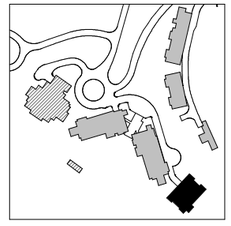


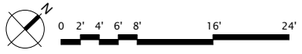




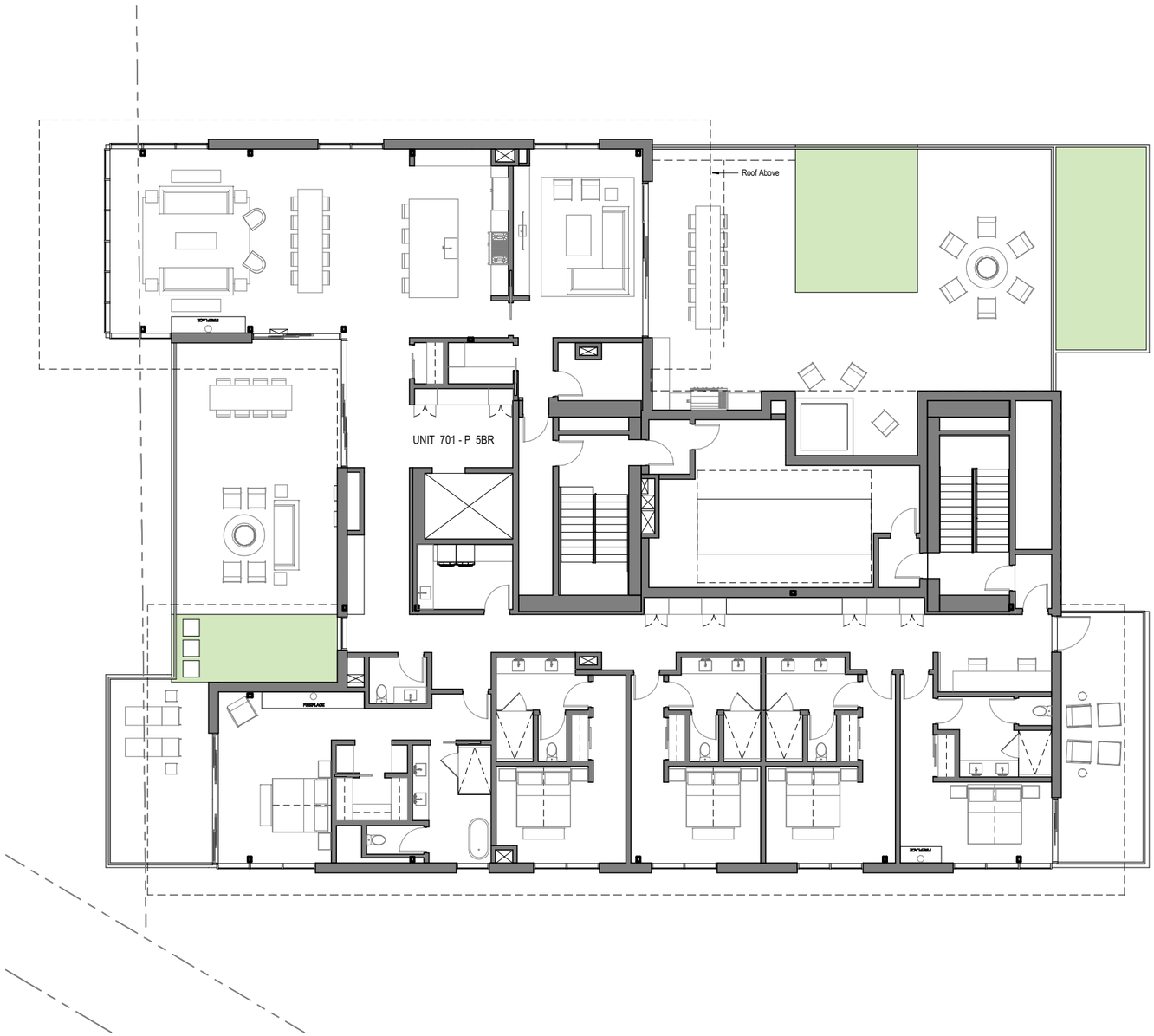
BLDG C - L6

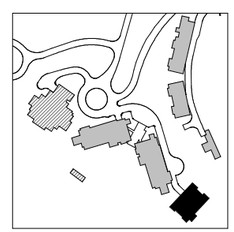

UNIT 601 - N 5BR
UNIT 602 - M 5BR
fire plt
FIREPLACE
FIREPLACE

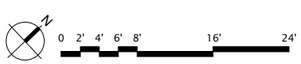



N
0 2' 4' 6' 8' 16' 24'

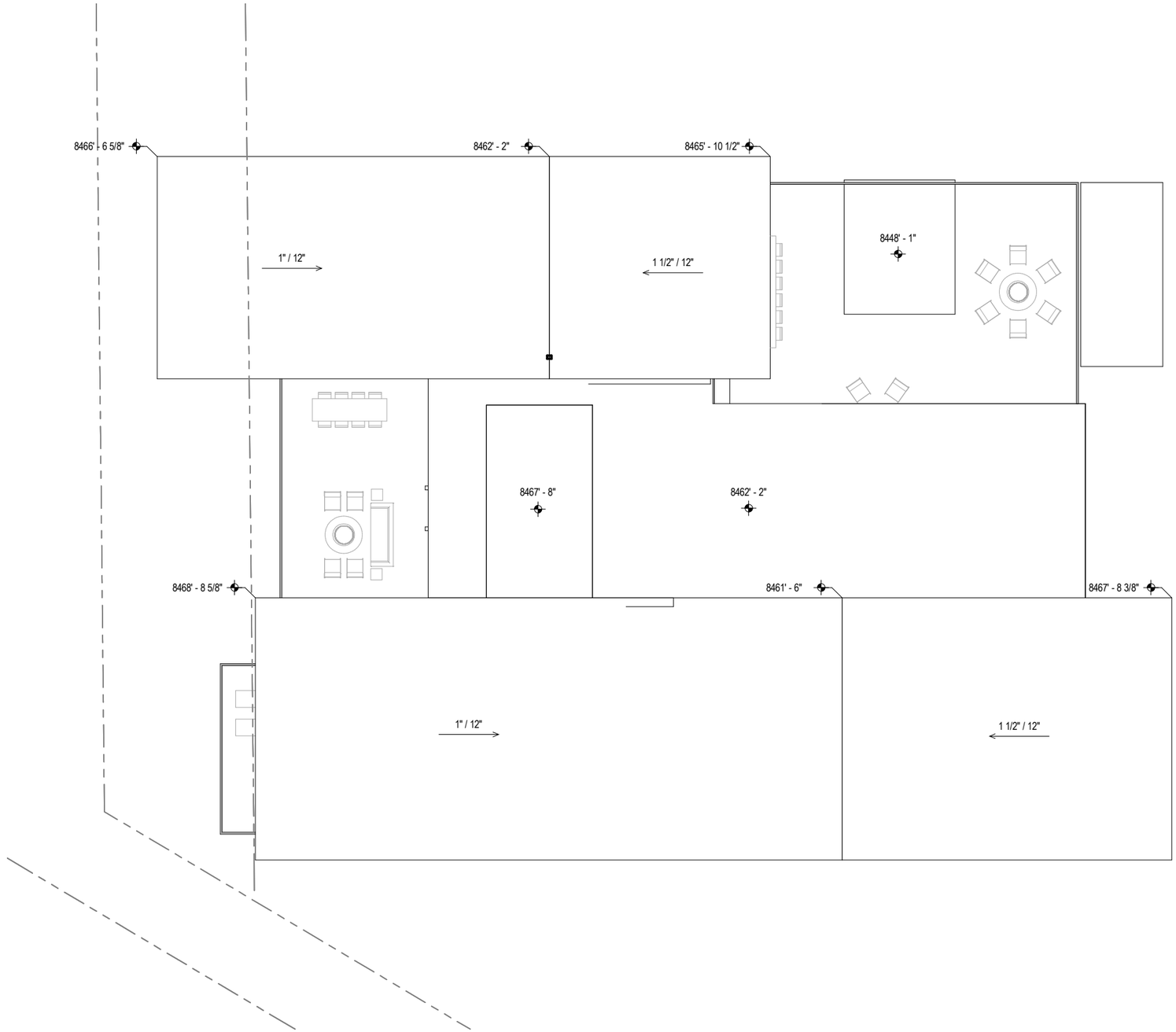
BLDG C - L7

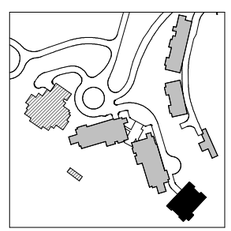

Roof Above
UNIT 701 - P 5BR
FIREPLACE
FIREPLACE
FIREPLACE

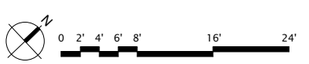



N
0
2'
4'
6'
8'
16'
24'

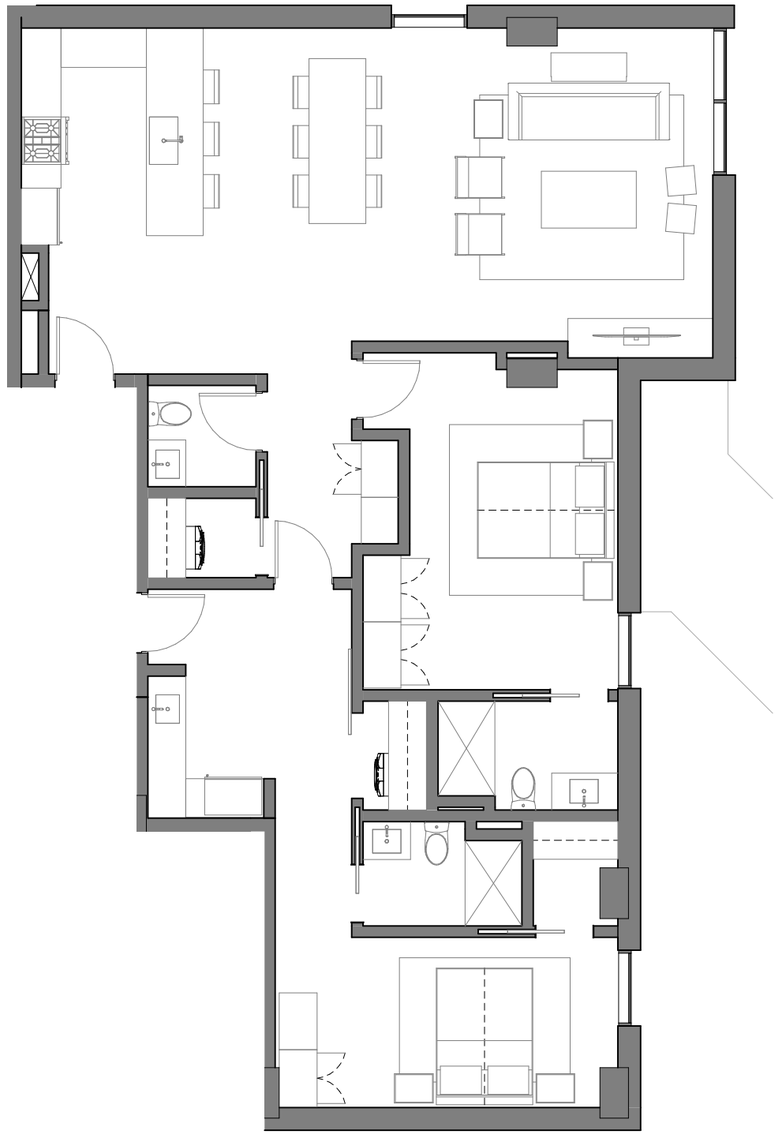
BLDG C - ROOF

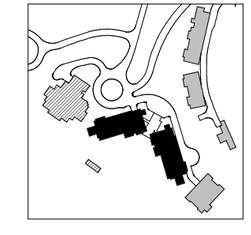

8466' - 6 5/8"
8462' - 2"
8465' - 10 1/2"
1" / 12"
1 1/2" / 12"
8448' - 1"
8467' - 8"
8462' - 2"
8468' - 8 5/8"
8461' - 6"
8467' - 8 3/8"
1" / 12"
1 1/2" / 12"




N
0
2'
4'
6'
8'
16'
24'

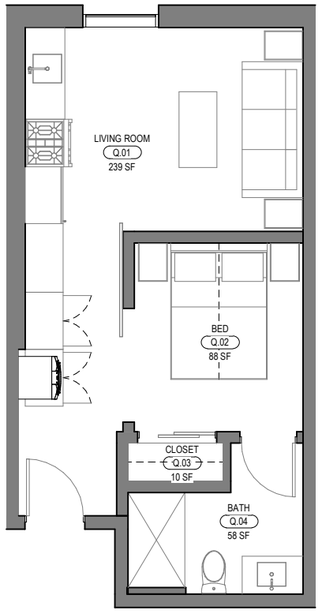
BLDG A & B
AFFORDABLE 2 BED LOCK-OFF UNIT PLAN
TOTAL QUANITITY: 2

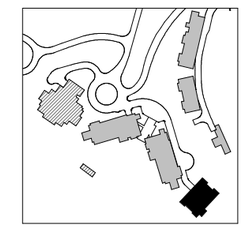






BLDG C
AFFORDABLE 1 BED UNIT PLAN
TOTAL QUANTITY: 4

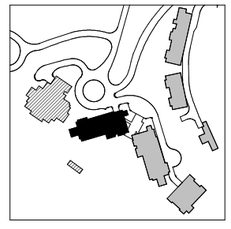




0 1' 2' 3' 4' 8' 12'

BLDG A - NORTH ELEVATION



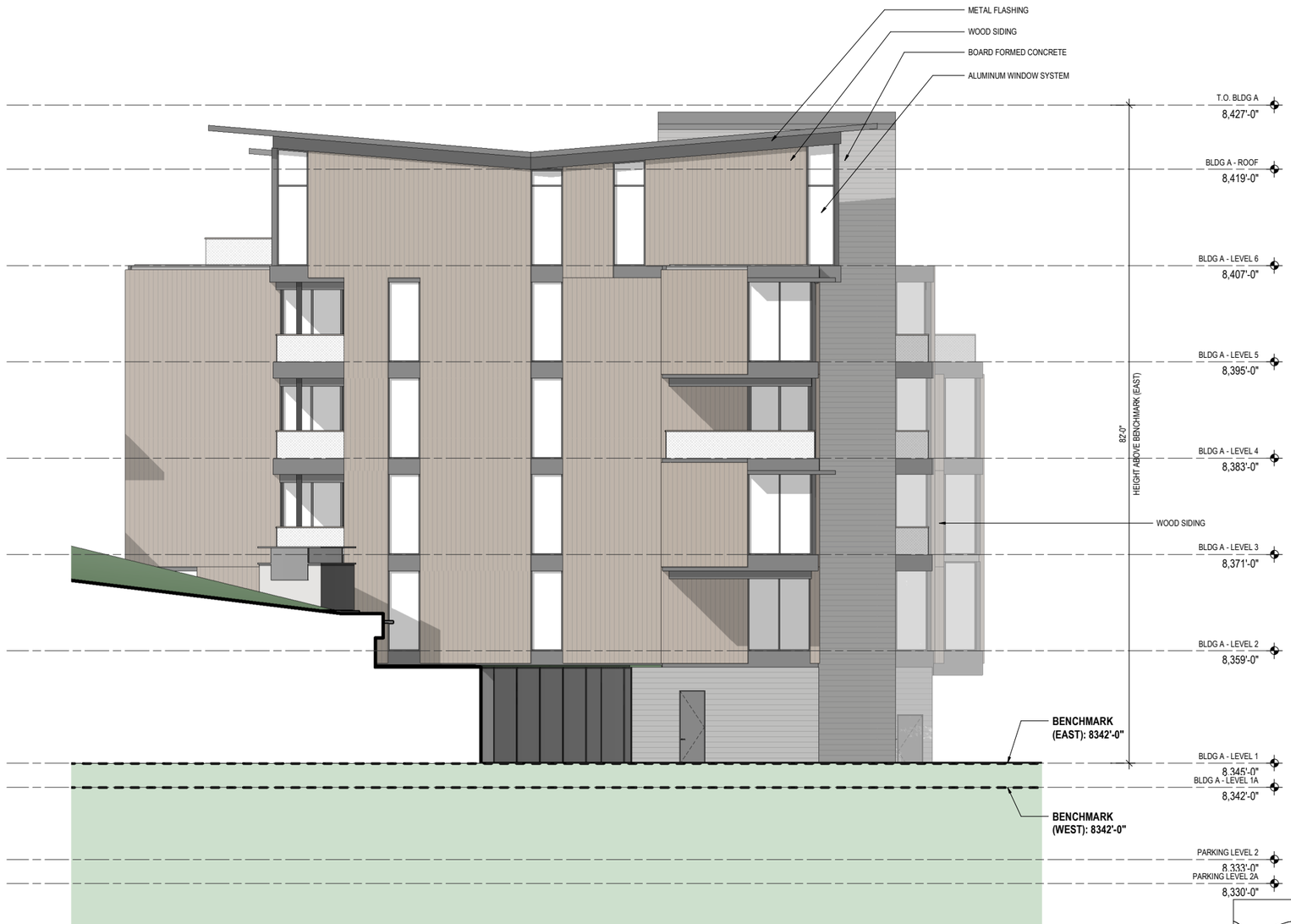


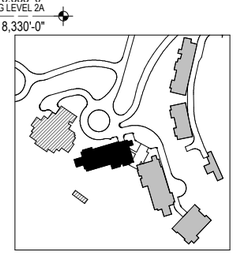
0 2' 4' 6' 8' 16' 24'

Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 2 - Condo Lodge Plans and Elevations

BLDG A - EAST ELEVATION

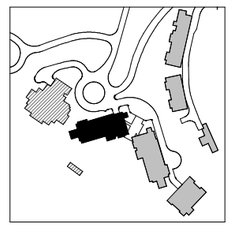




0 2' 4' 6' 8' 16' 24'

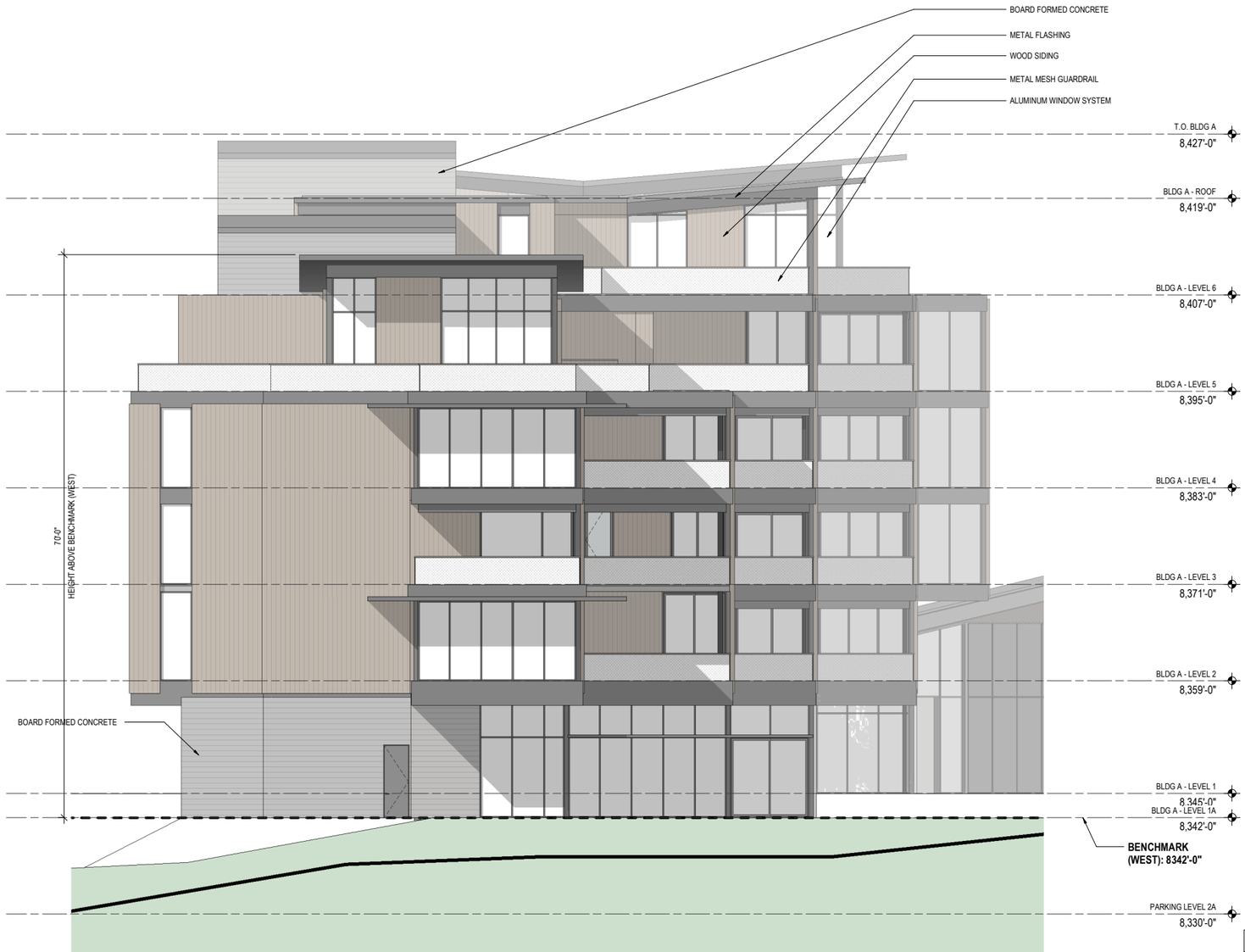
BLDG A - SOUTH ELEVATION

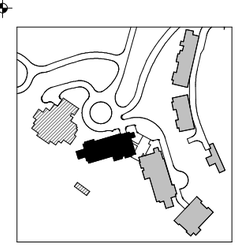




0 2' 4' 6' 8' 16' 24'

BLDG A - WEST ELEVATION

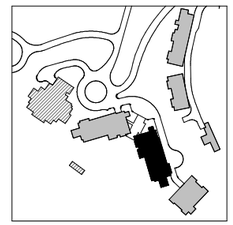




0 2' 4' 6' 8' 16' 24'

BLDG B - NORTH ELEVATION

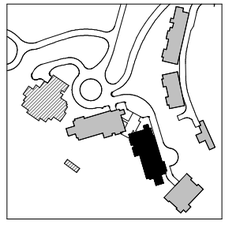




0 2' 4' 6' 8' 16' 24'

BLDG B - EAST ELEVATION



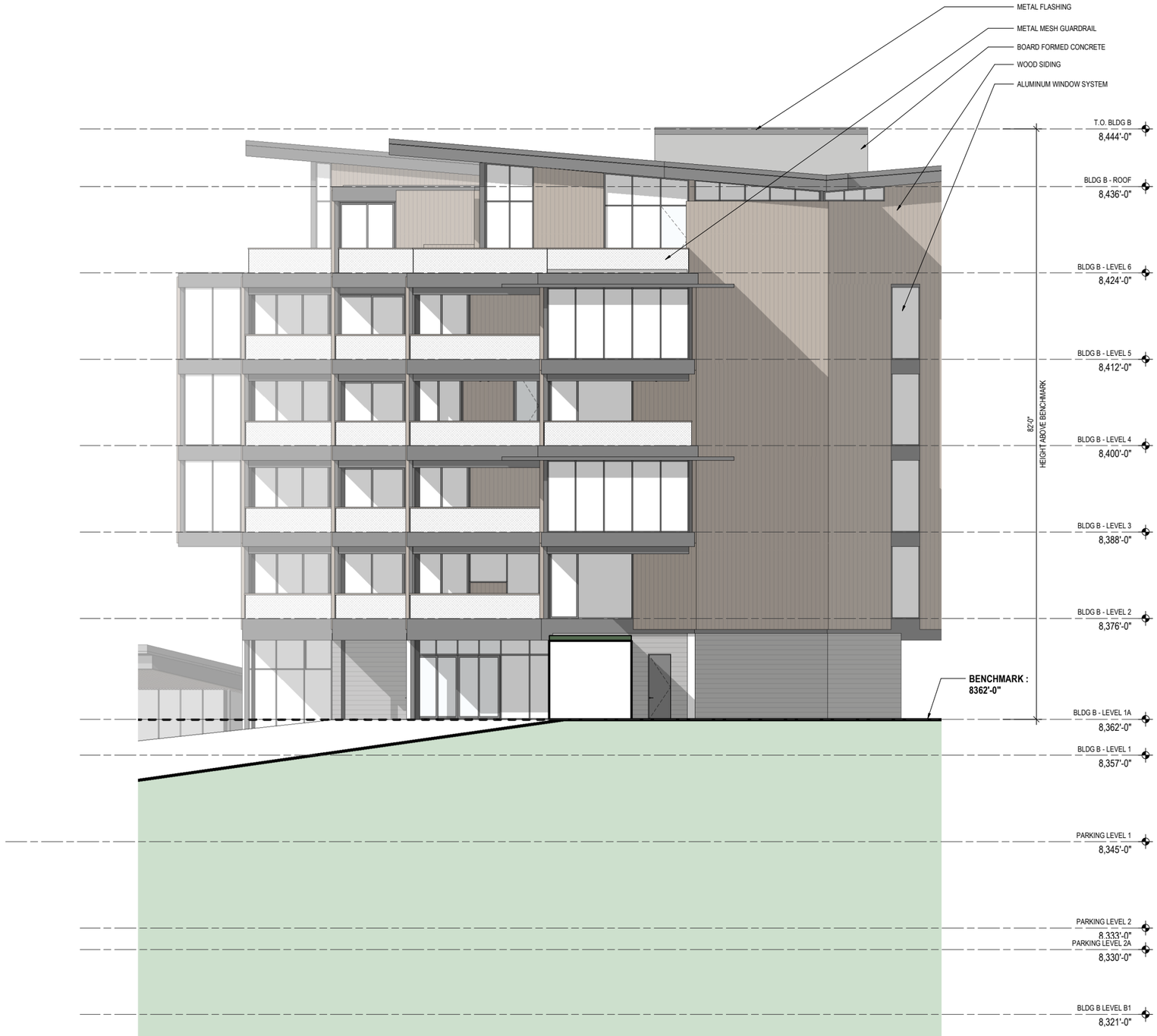


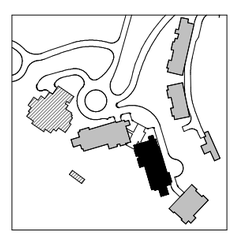
0 2' 4' 6' 8' 16' 24'

Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 2 - Condo Lodge Plans and Elevations

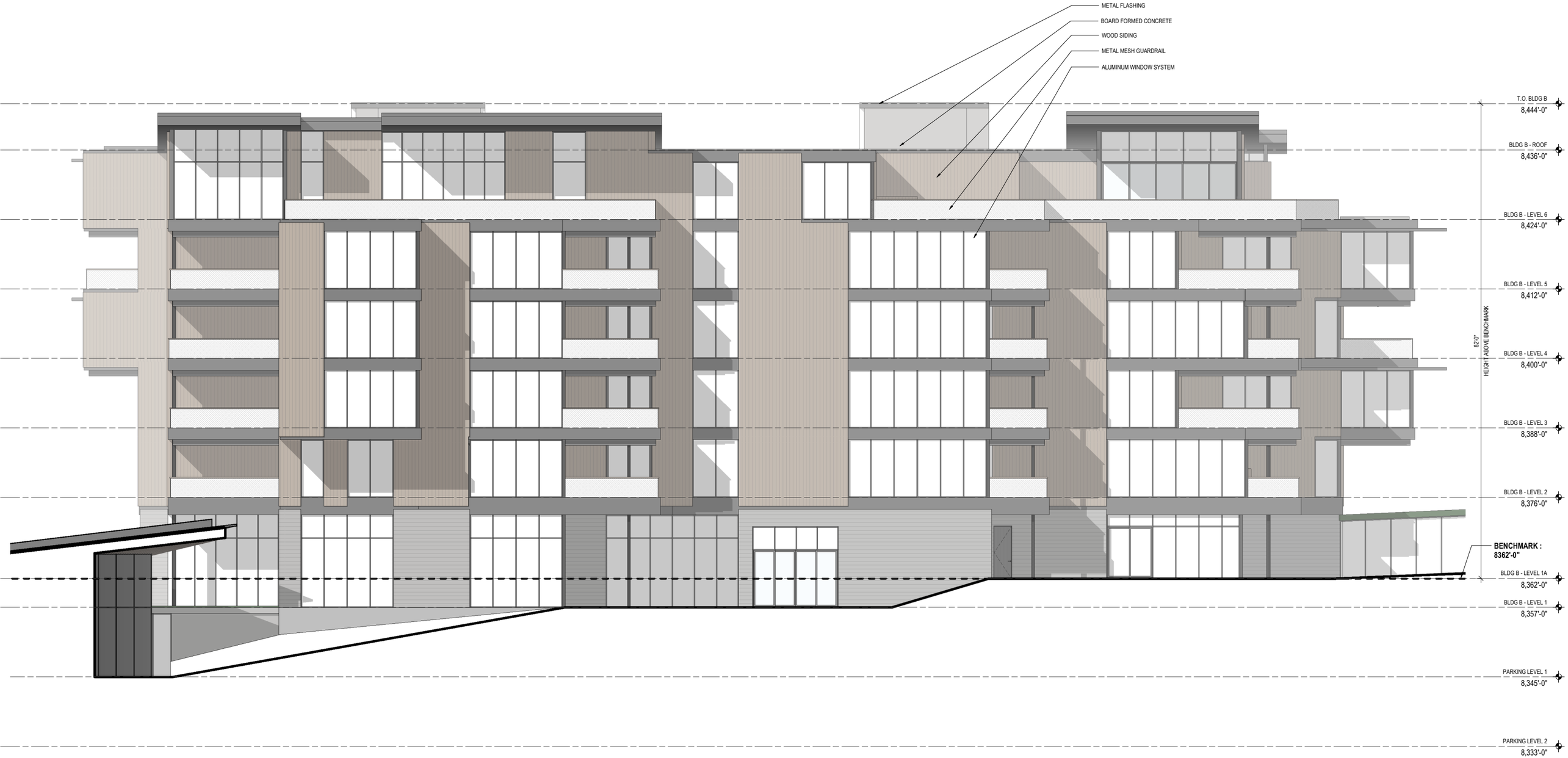
BLDG B - SOUTH ELEVATION

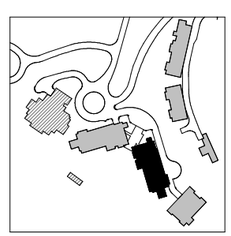




0 2' 4' 6' 8' 16' 24'

BLDG B - WEST ELEVATION



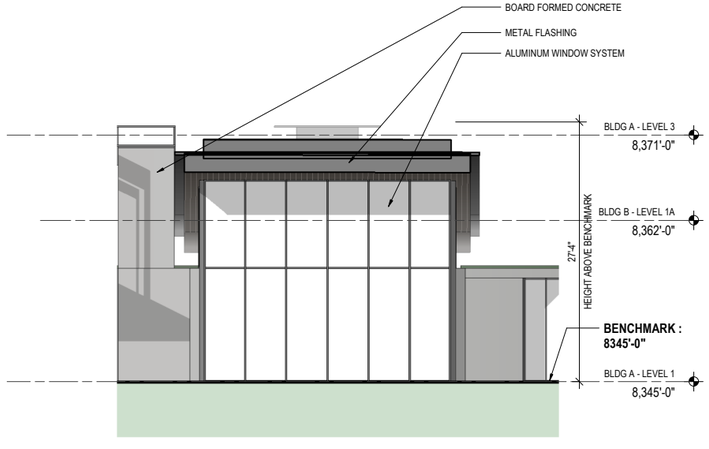


0 2' 4' 6' 8' 16' 24'

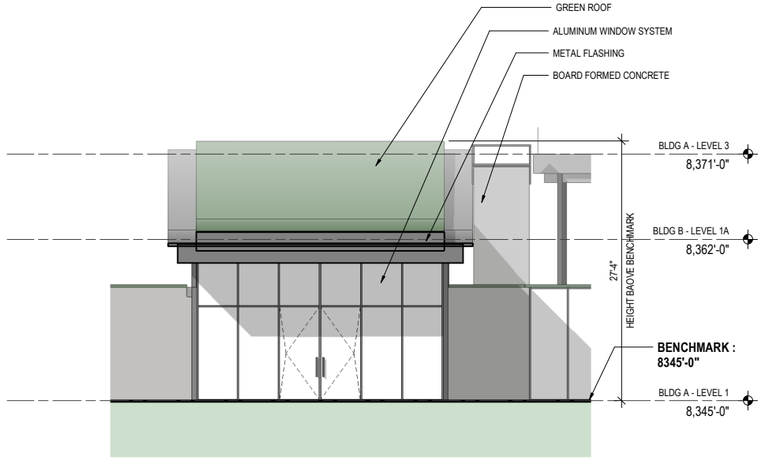
Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 2 - Condo Lodge Plans and Elevations

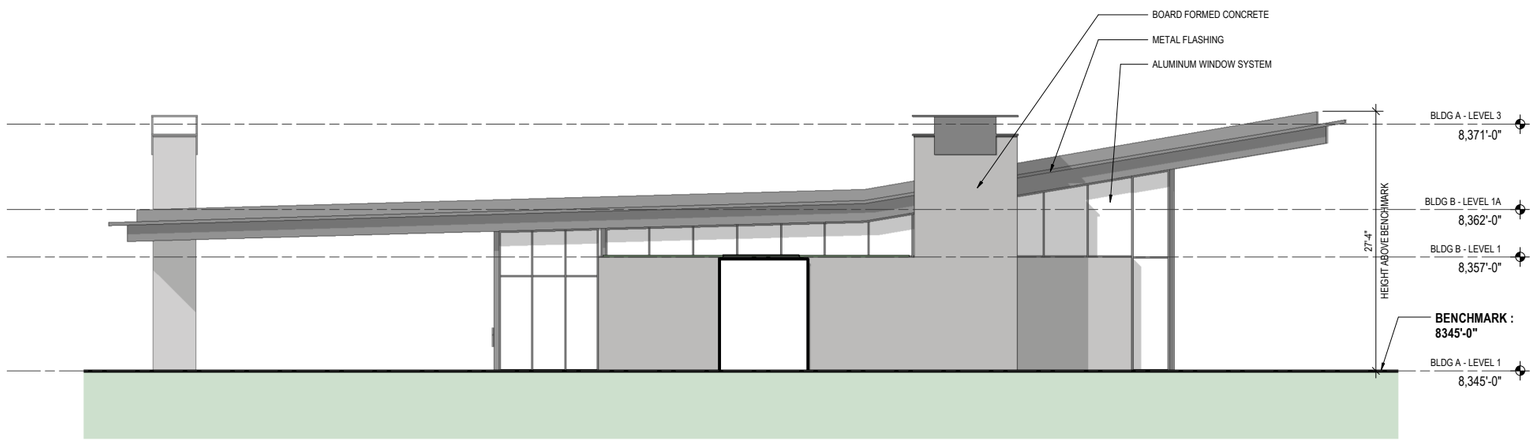
BLDG AB LOBBY ELEVATIONS



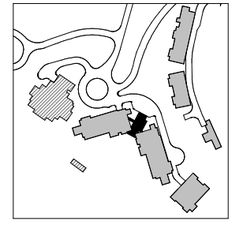
1 LOBBY ELEVATION BACK
SCALE: 1/8" = 1'-0"



2 LOBBY ELEVATION FRONT
SCALE: 1/8" = 1'-0"



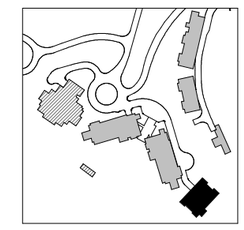
3 LOBBY ELEVATION SIDE
SCALE: 1/8" = 1'-0"



0 2' 4' 6' 8' 16' 24'

BLDG C - NORTH ELEVATION

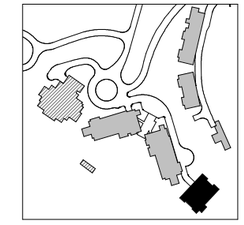




0 2' 4' 6' 8' 16' 24'

BLDG C - EAST ELEVATION

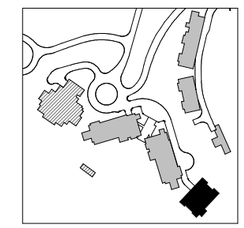




0 2' 4' 6' 8' 16' 24'

BLDG C - SOUTH ELEVATION

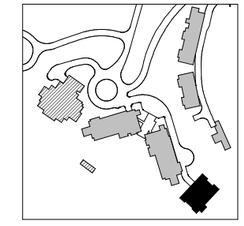




0 2' 4' 6' 8' 16' 24'

BLDG C - WEST ELEVATION





0 2' 4' 6' 8' 16' 24'

MATERIAL PALETTE



INSPIRATION



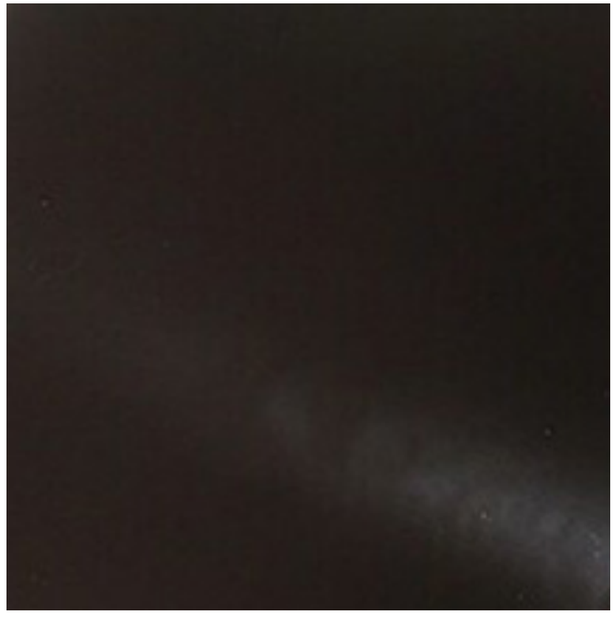
WOOD SIDING



ALUMINUM WINDOW SYSTEM



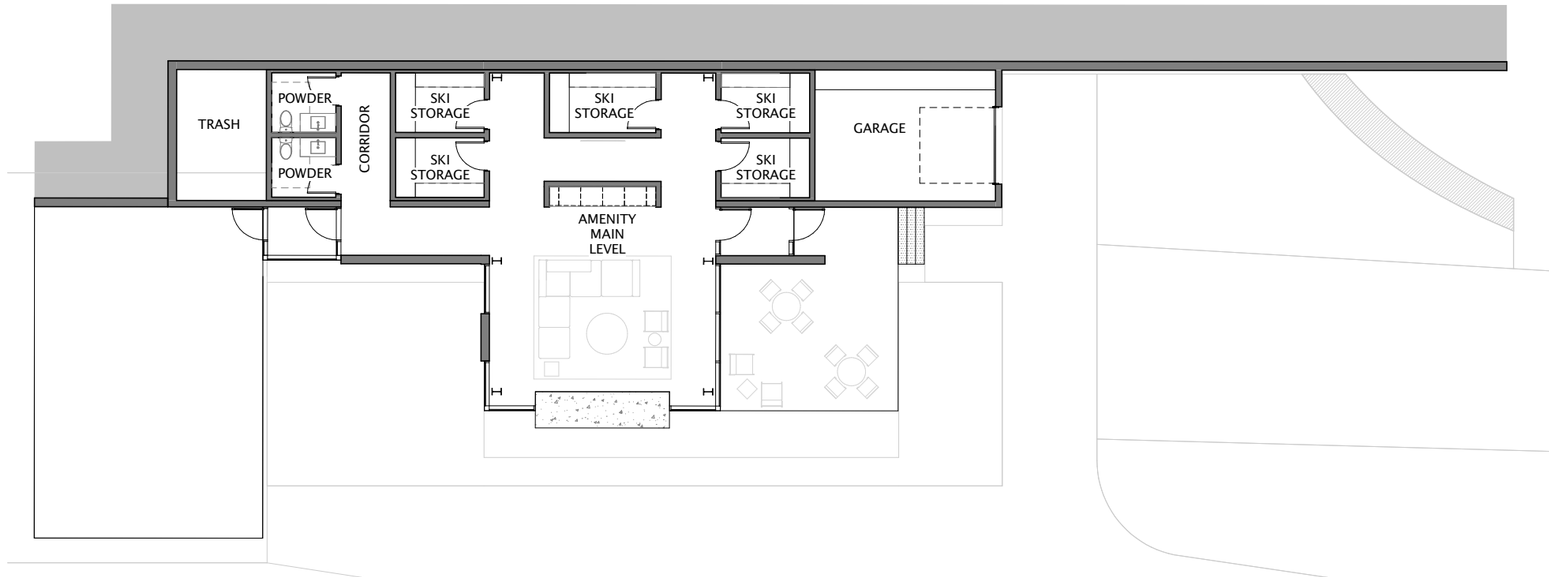
CAST IN PLACE CONCRETE

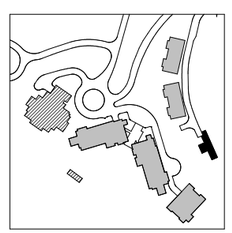


PAINTED METAL

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 3 - Alpine Villas Plans and Elevations
September 29th, 2021

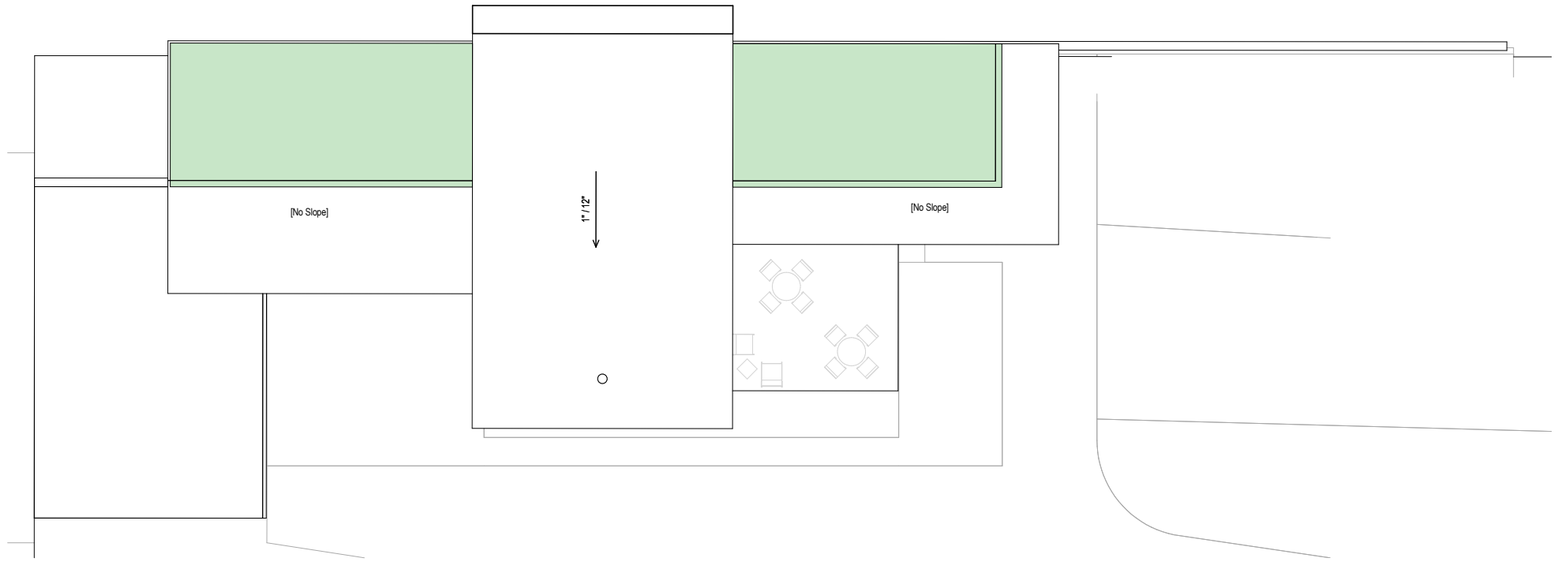
ALPINE AMENITY - MAIN LEVEL

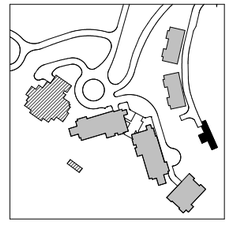




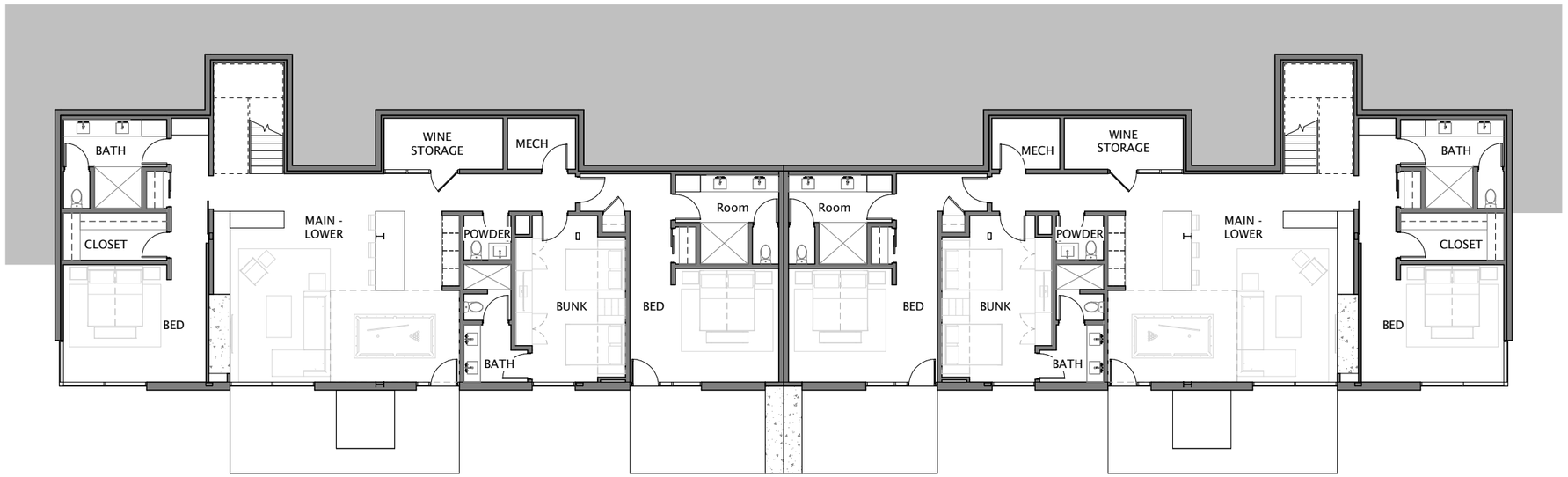
0 2' 4' 6' 8' 16' 24'

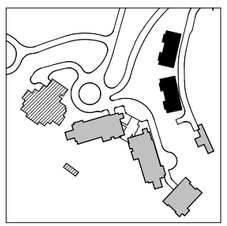
ALPINE AMENITY - ROOF LEVEL





ALPINE VILLAS - LOWER LEVEL





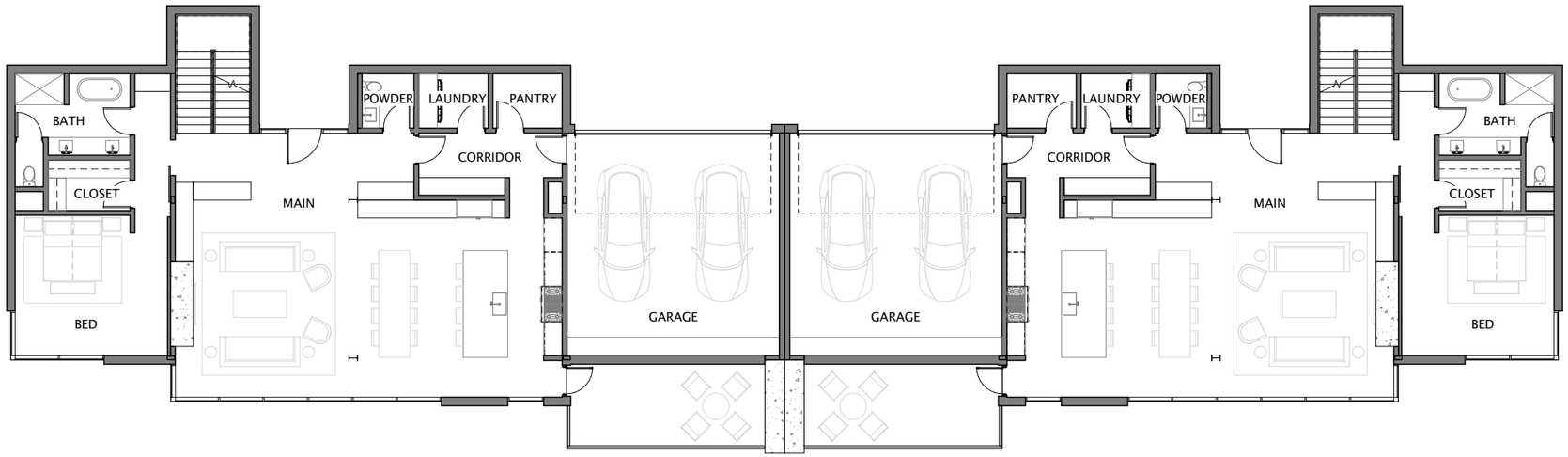
N

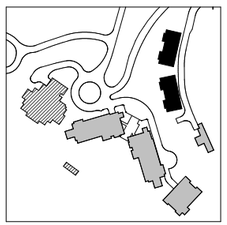
0 2' 4' 6' 8' 16' 24'

Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 3 - Alpine Villas Plans and Elevations

ALPINE VILLAS - MAIN LEVEL

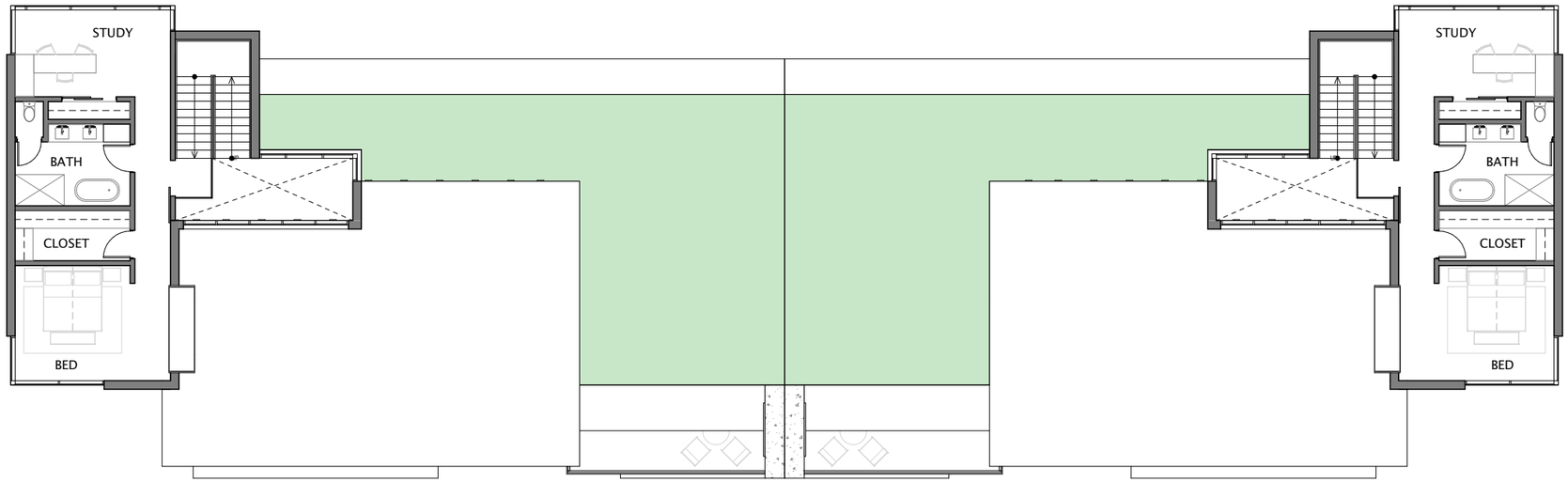


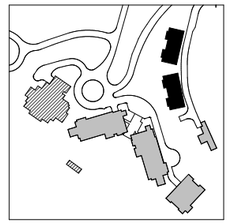






ALPINE VILLAS - UPPER LEVEL

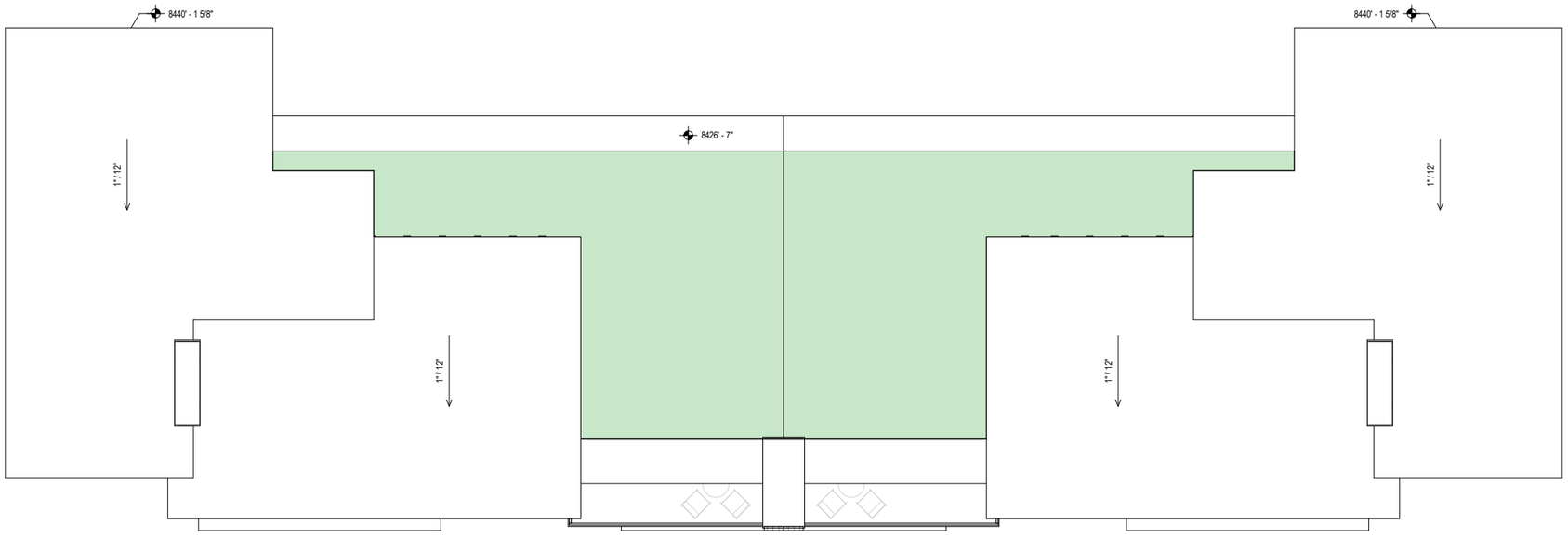


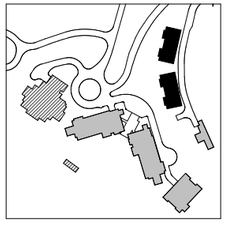






ALPINE VILLAS - ROOF LEVEL

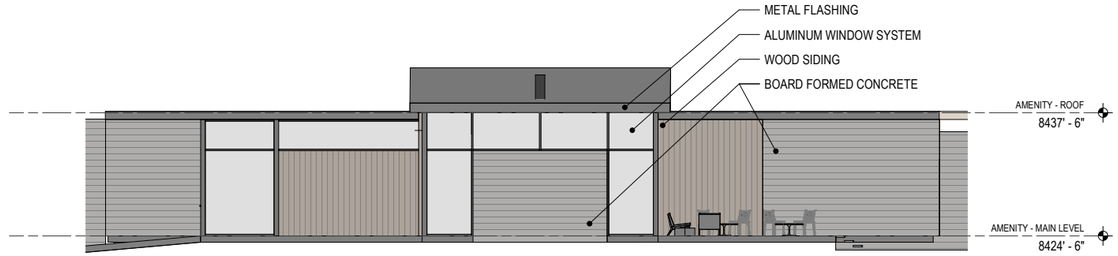




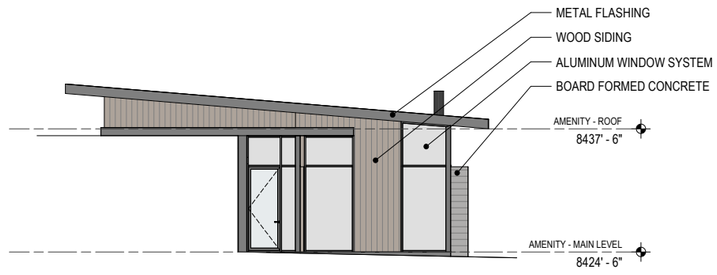




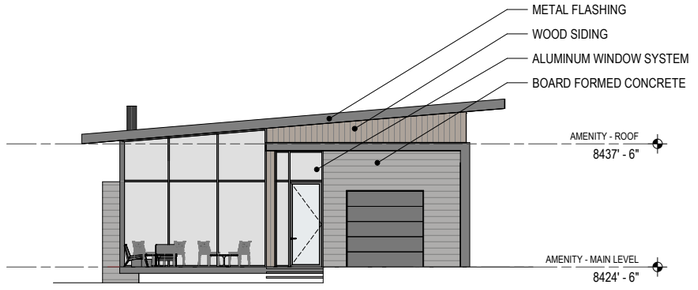
ALPINE AMENITY - ELEVATIONS



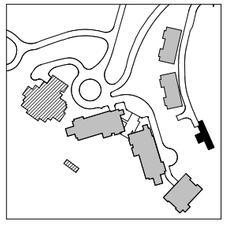
1 AMENITY ELEVATION - WEST
SCALE: 1/8" = 1'-0"



3 AMENITY ELEVATION - NORTH
SCALE: 1/8" = 1'-0"



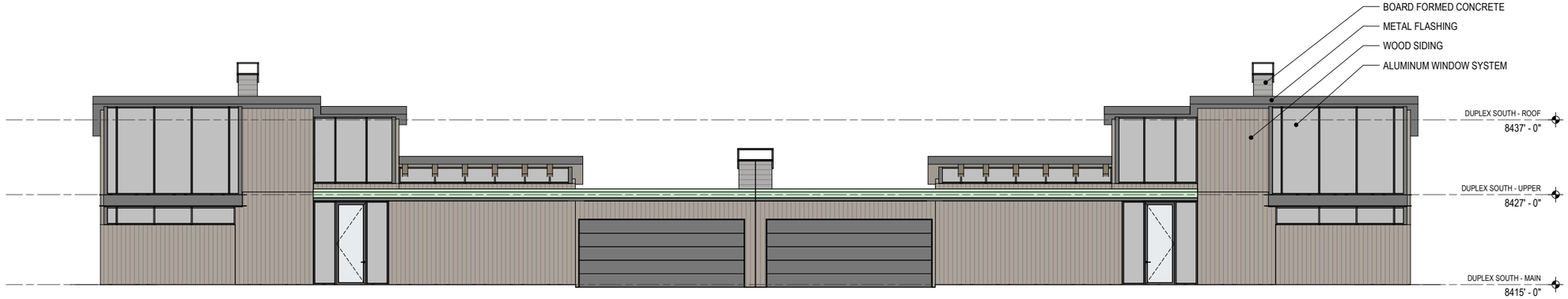
2 AMENITY ELEVATION - SOUTH
SCALE: 1/8" = 1'-0"



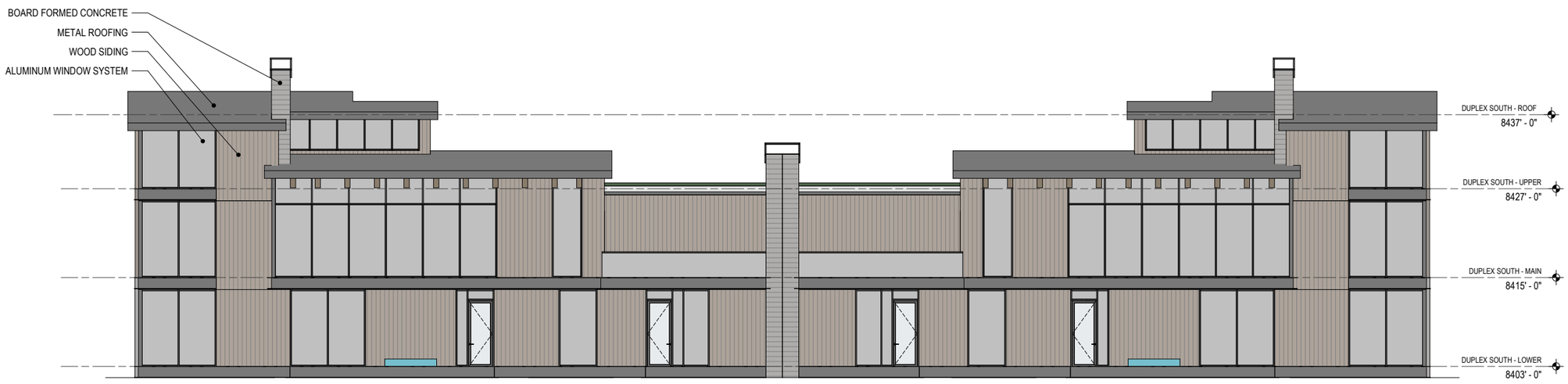




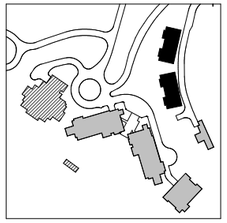
ALPINE VILLAS - ELEVATIONS



1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



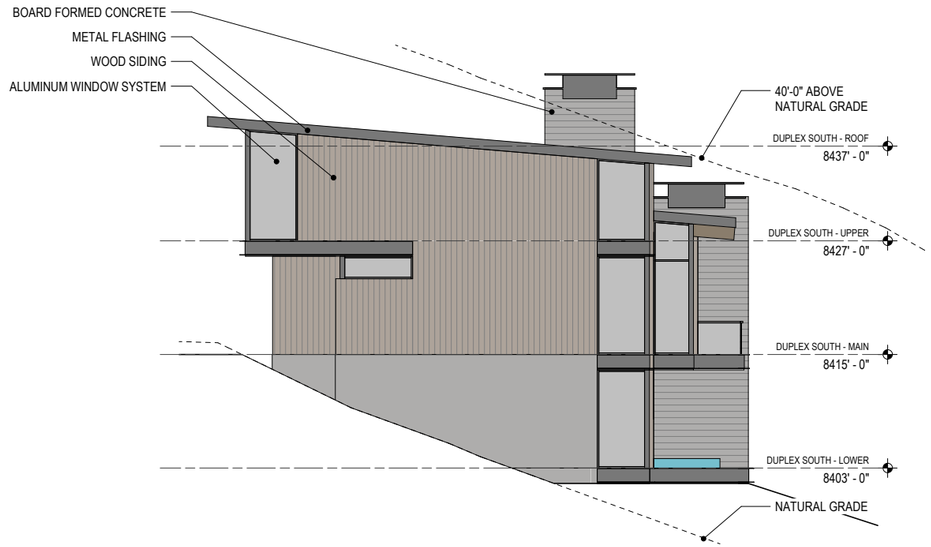
2 REAR ELEVATION
SCALE: 1/8" = 1'-0"



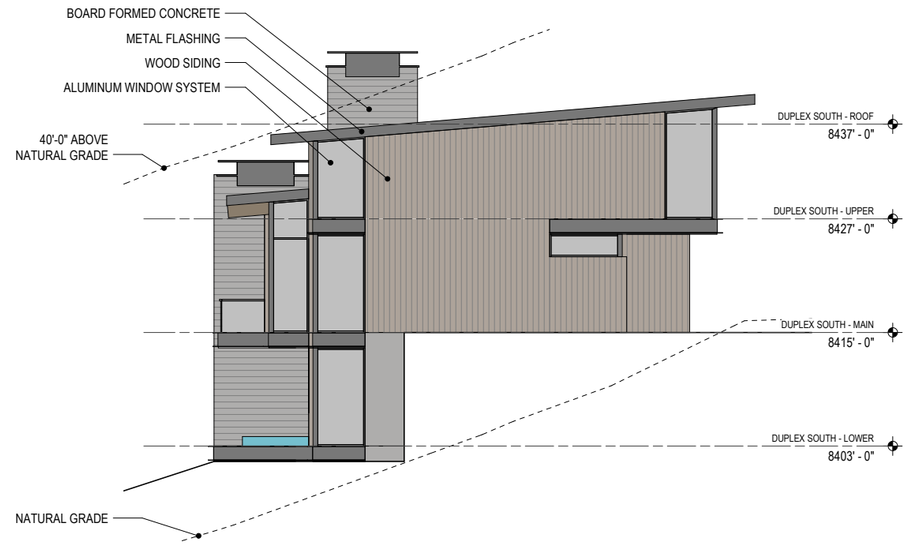




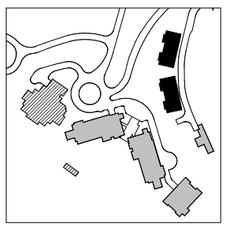
ALPINE VILLAS - ELEVATIONS



2 SIDE ELEVATION (2)
SCALE: 1/8" = 1'-0"



1 SIDE ELEVATION
SCALE: 1/8" = 1'-0"







MATERIAL PALETTE



INSPIRATION



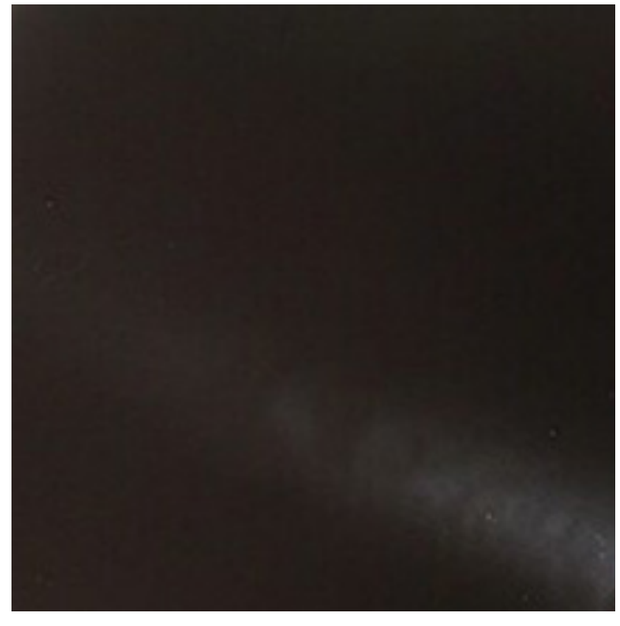
WOOD SIDING



ALUMINUM WINDOW SYSTEM



CAST IN PLACE CONCRETE



PAINTED METAL

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 4 - Visual Impact
September 29th, 2021



Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 4 - Visual Impact



Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 4 - Visual Impact





Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 4 - Visual Impact

Aerial View 1
Looking Northeast



Olson Kundig September 29th, 2021

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 4 - Visual Impact

Aerial View 2
Looking South



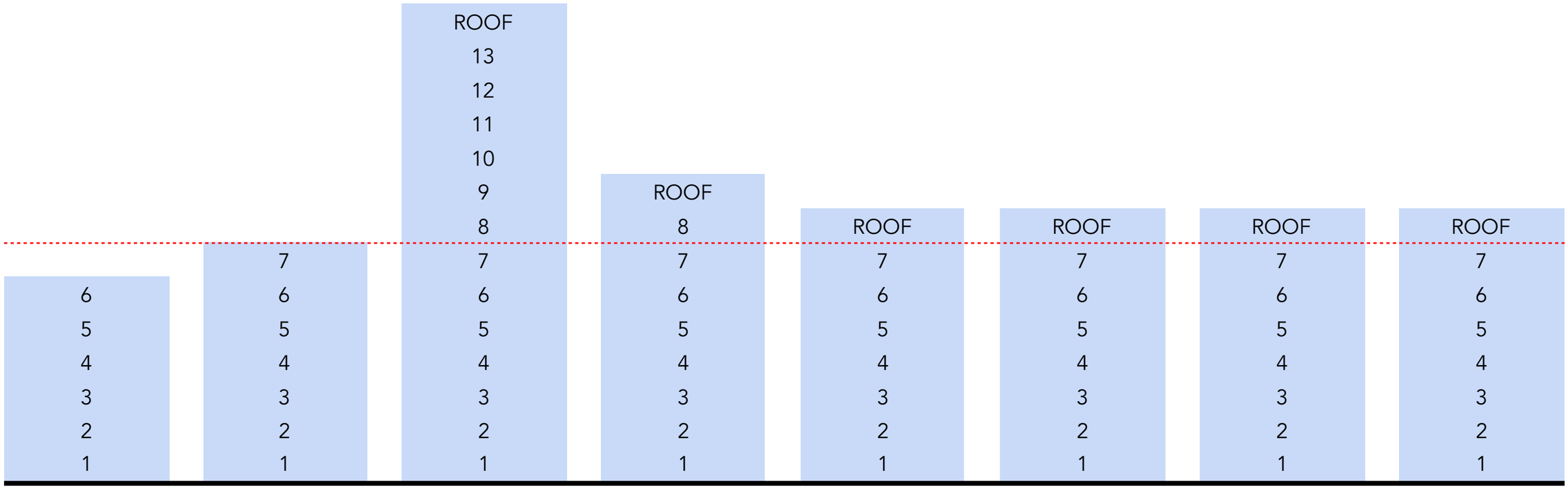
Olson Kundig September 29th, 2021

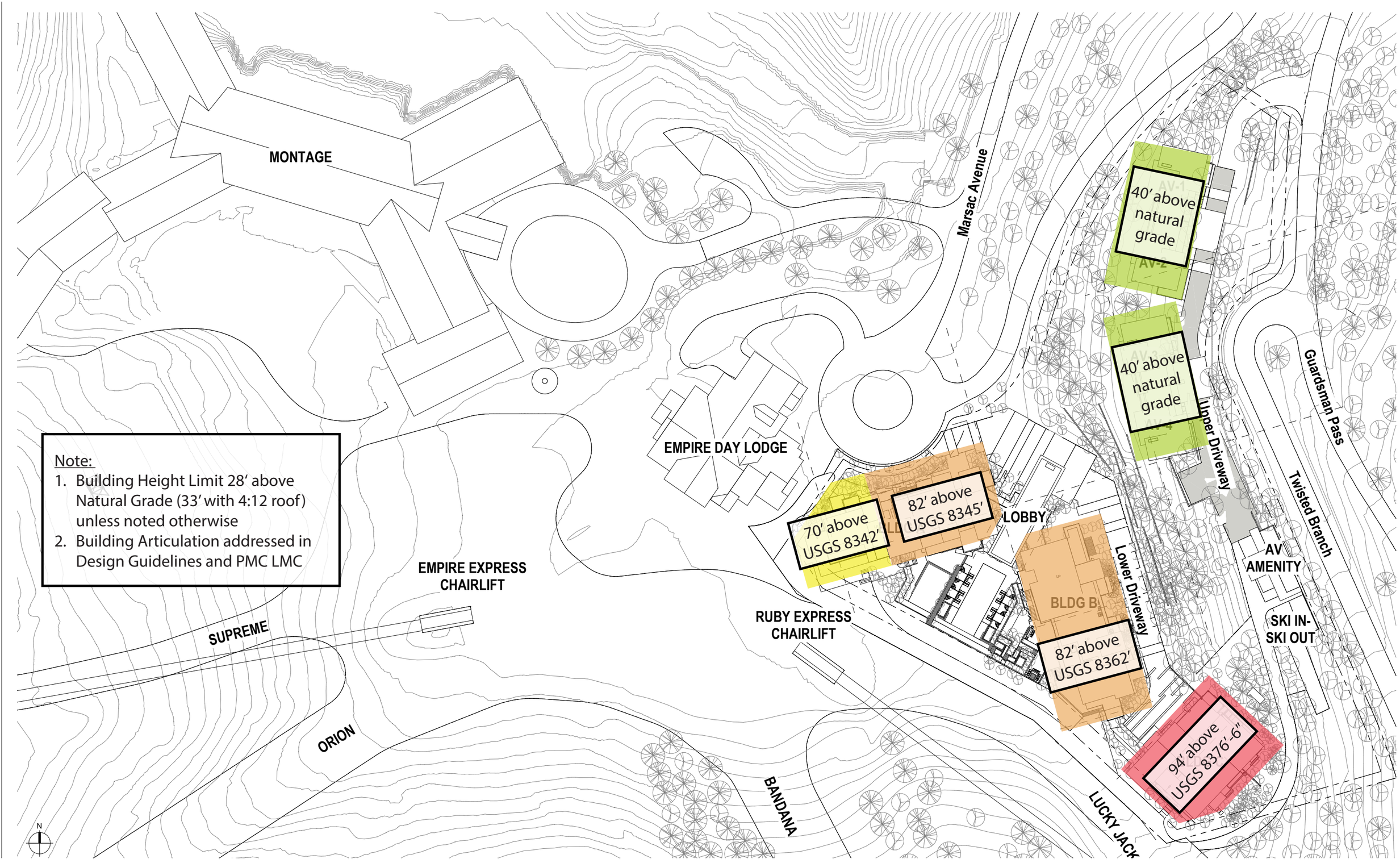
Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 4 - Visual Impact

View from Lucky Jack



Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 5 - Height Study and New Volumetrics
September 29th, 2021


ROOF
13
12
11
10
9
8
7
6
5
4
3
2
1
ROOF
8
7
6
5
4
3
2
1
ROOF
7
6
5
4
3
2
1
ROOF
7
6
5
4
3
2
1
ROOF
7
6
5
4
3
2
1
ROOF
7
6
5
4
3
2
1
ROOF
7
6
5
4
3
2
1
Sommet Blanc
Bldg: A & B
Sommet Blanc
Bldg: C
Montage
Argent
One Empire
Flagstaff
Talisker Tower
Silver Strike


MONTAGE
EMPIRE DAY LODGE
Marsac Avenue
Guardsman Pass
Upper Driveway
Twisted Branch
Lower Driveway
AV AMENITY
SKI IN-
SKI OUT
LOBBY
BLDG B
EMPIRE EXPRESS CHAIRLIFT
RUBY EXPRESS CHAIRLIFT
SUPREME
ORION
BANDANA
LUCKY JACK
AV-1
AV-2
AV-3
AV-4
40' above natural grade
40' above natural grade
70' above USGS 8342'
82' above USGS 8345'
82' above USGS 8362'
94' above USGS 8376'-6"
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
N

Existing condominium lodge building heights:

	Ridge Height Above Road	Ridge Height Above Slopeside Patio	Ridge Height Other
Montage	114’	102’	165’ above Event Lawn
One Empire Pass	110’	85’	97’ above Pool Deck
Talisker Tower Residences	103’	78’	
Empire Residences	95’	88’	
Argent	91’	85’	131’ above Marsac

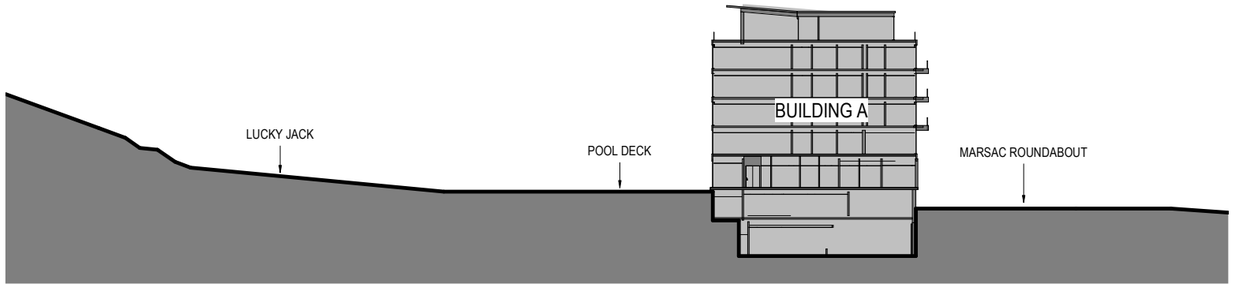
The following are proposed maximum building heights for the three condominium lodges:

	Height	Benchmark	Location
Building A West	70’	8,342’	Restaurant
Building A East	82’	8,345’	Entry Lobby
Building B	82’	8,362’	Skier Lobby/Amenity Level
Building C	94’	8,376’ 6”	Skier Lobby/Amenity Level

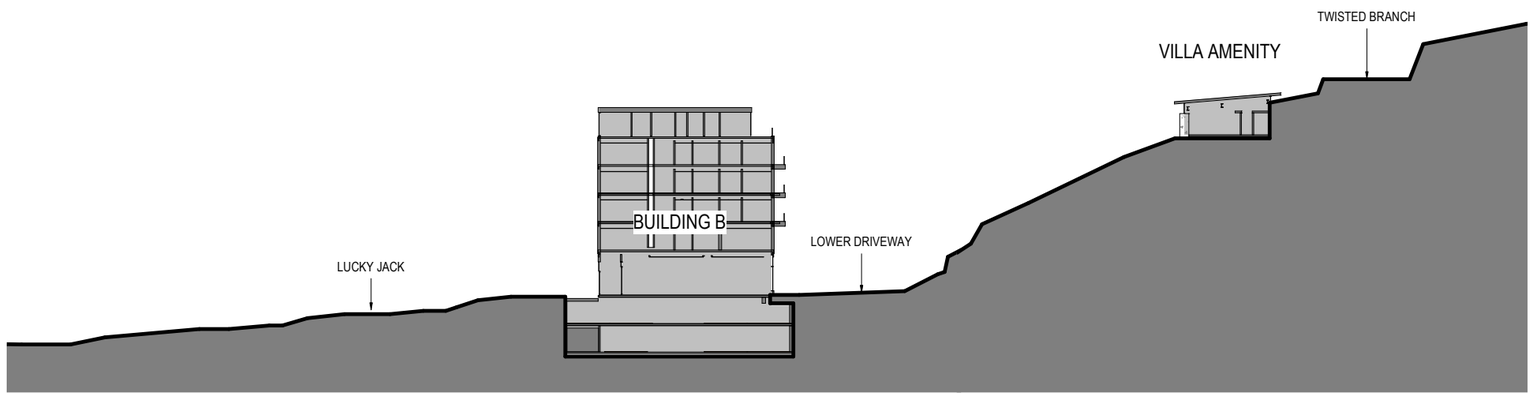
With the proposed volumetrics, maximum building heights relative to roads, driveways and slopeside patios will be as follows:

	Ridge Height Above Road	Ridge Height Above Slopeside Patio	Ridge Height Other
Building A West	75’ (Marsac)	69’ (Restaurant)	77’ (Ruby Chair)
Building A East	89’ (Marsac)	79’ (Pool Deck)	80’ (Arrival)
Building B	88’ (Driveway)	84’ (Après Patio)	95’ (Pool Deck)
Building C	104’ (End Driveway)	91’ (Lounge Patio)	

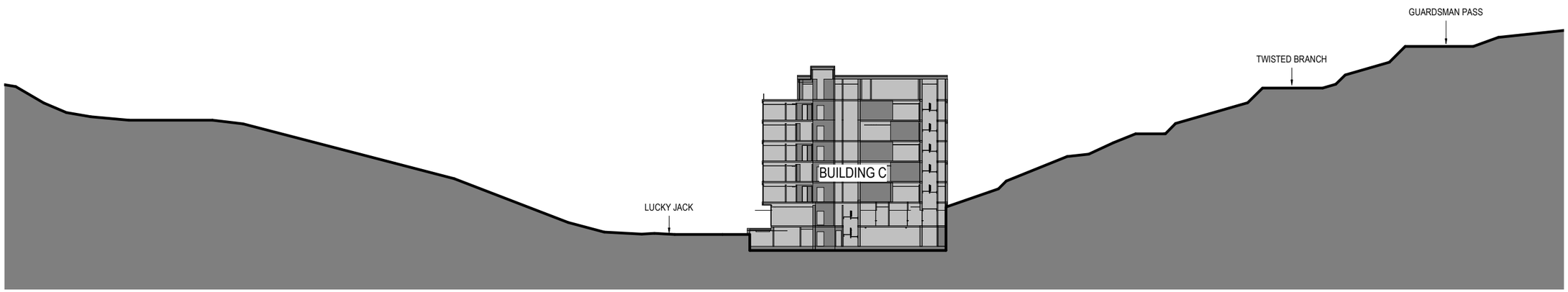
SITE SECTIONS



A DRB - SITE SECTION A

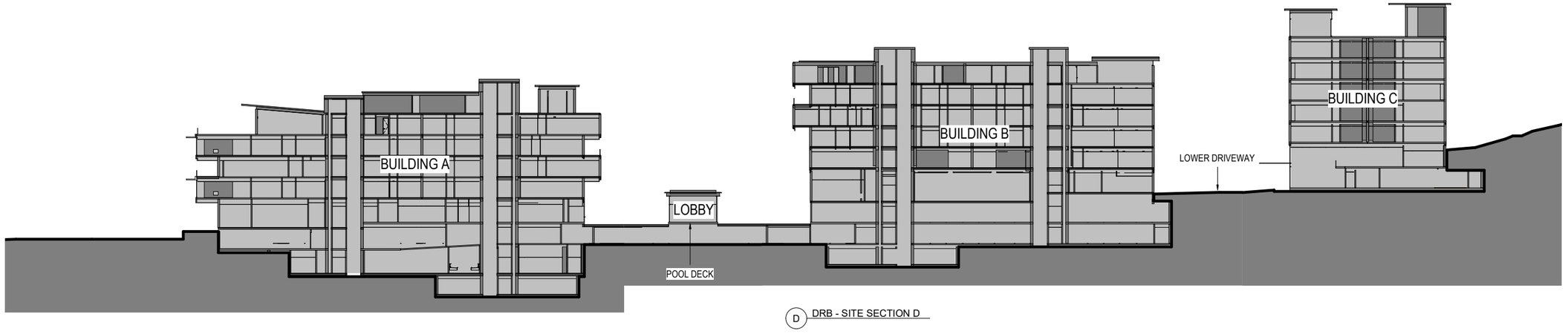


B DRB - SITE SECTION B

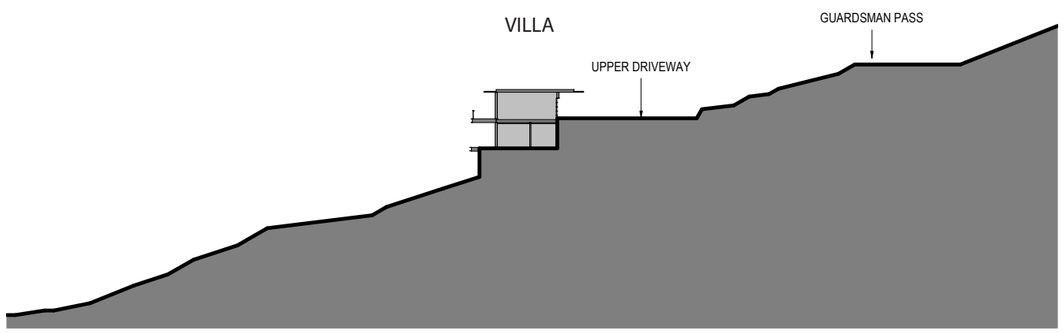


C DRB - SITE SECTION C

SITE SECTIONS

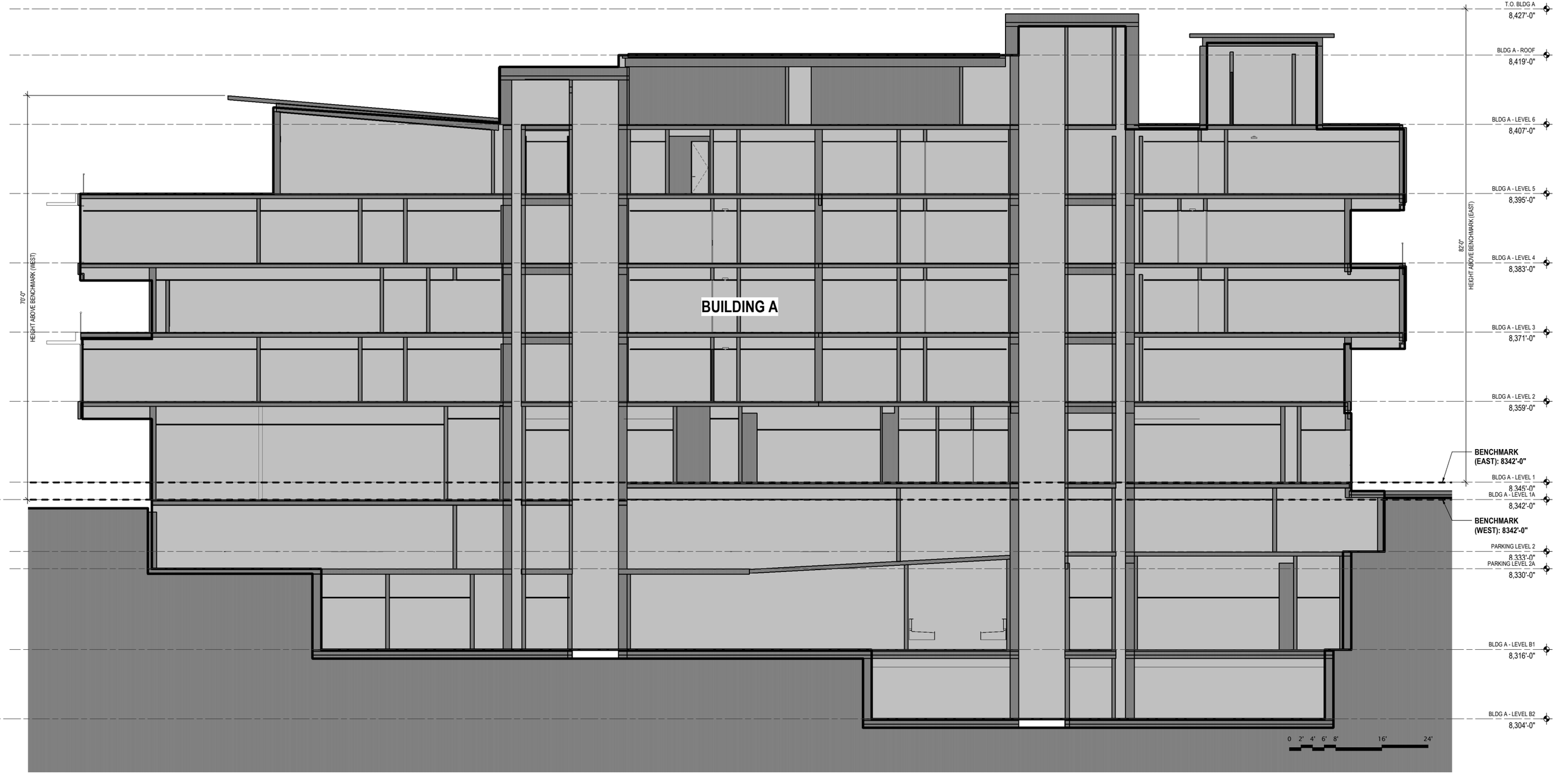


D DRB - SITE SECTION D



E DRB - SITE SECTION E

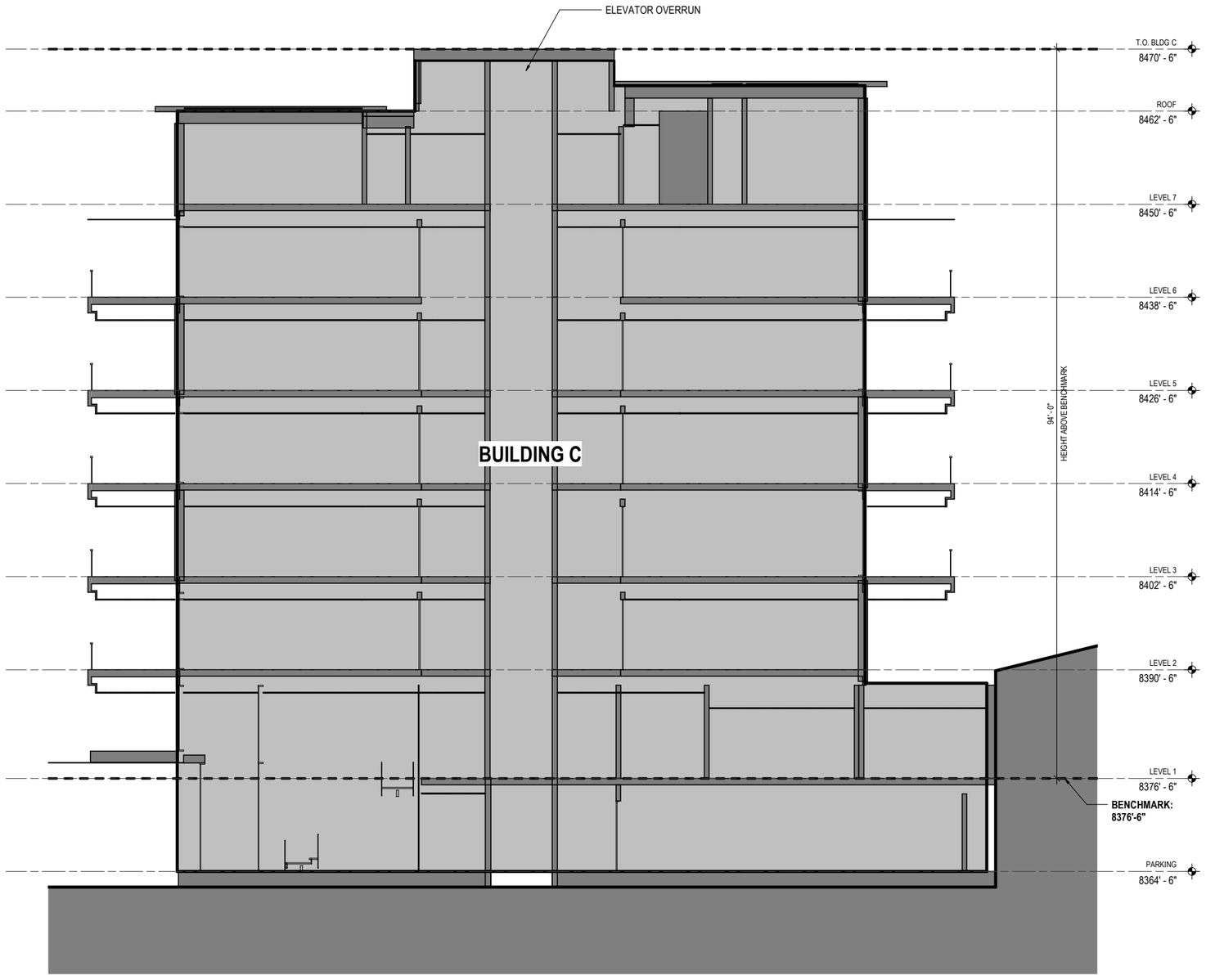
BUILDING A SECTION



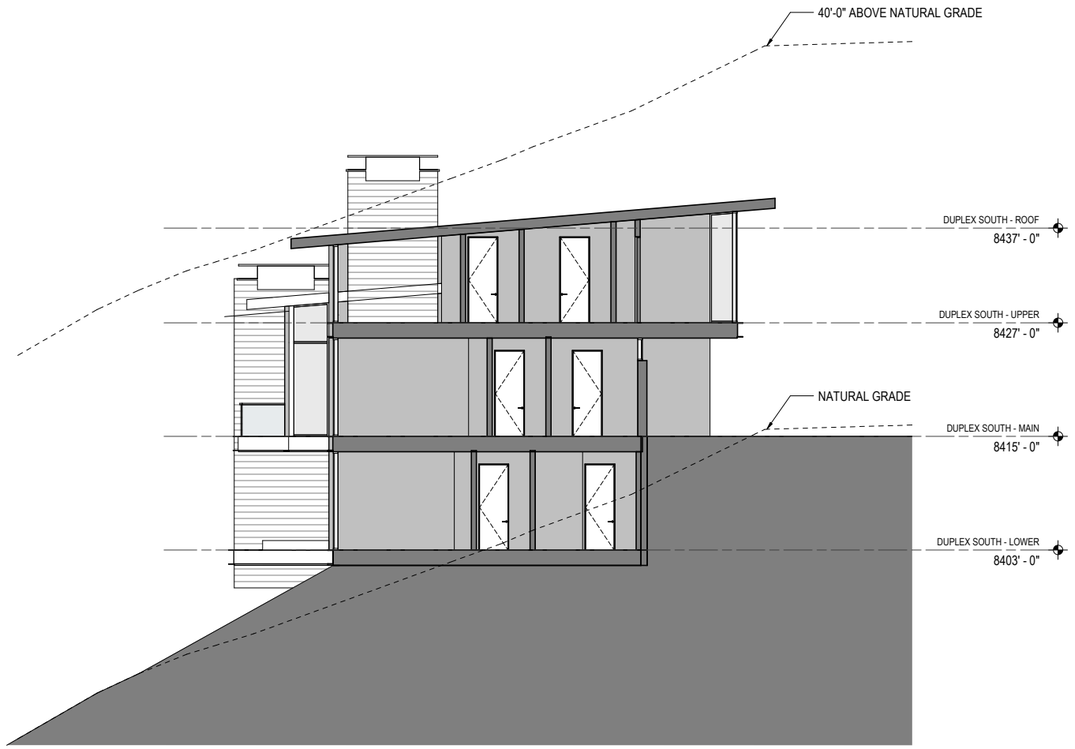
BUILDING B SECTION

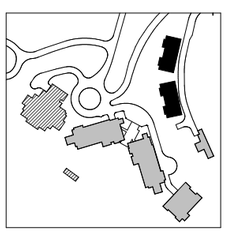


BUILDING C SECTION



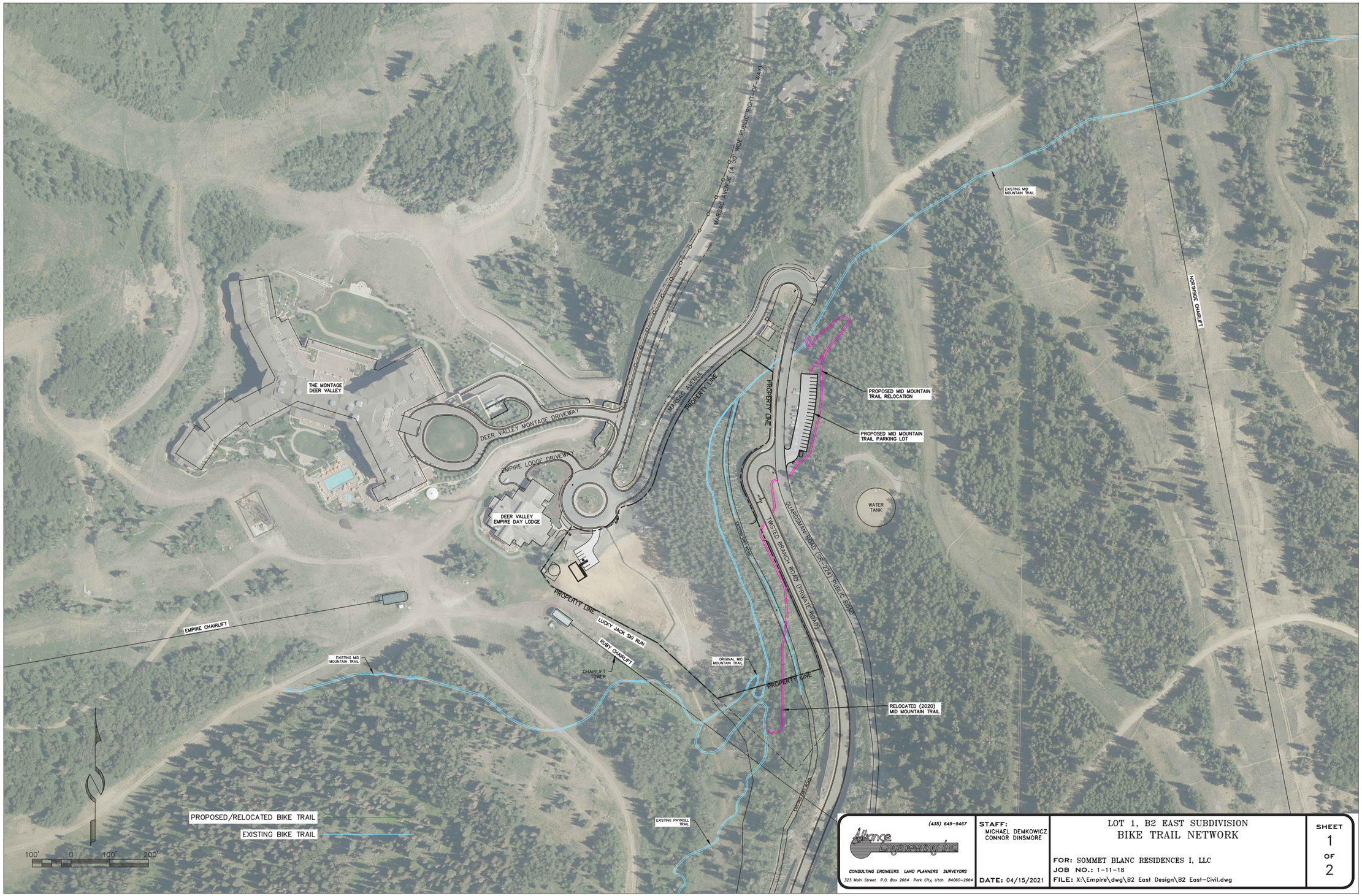
ALPINE VILLAS - SECTION

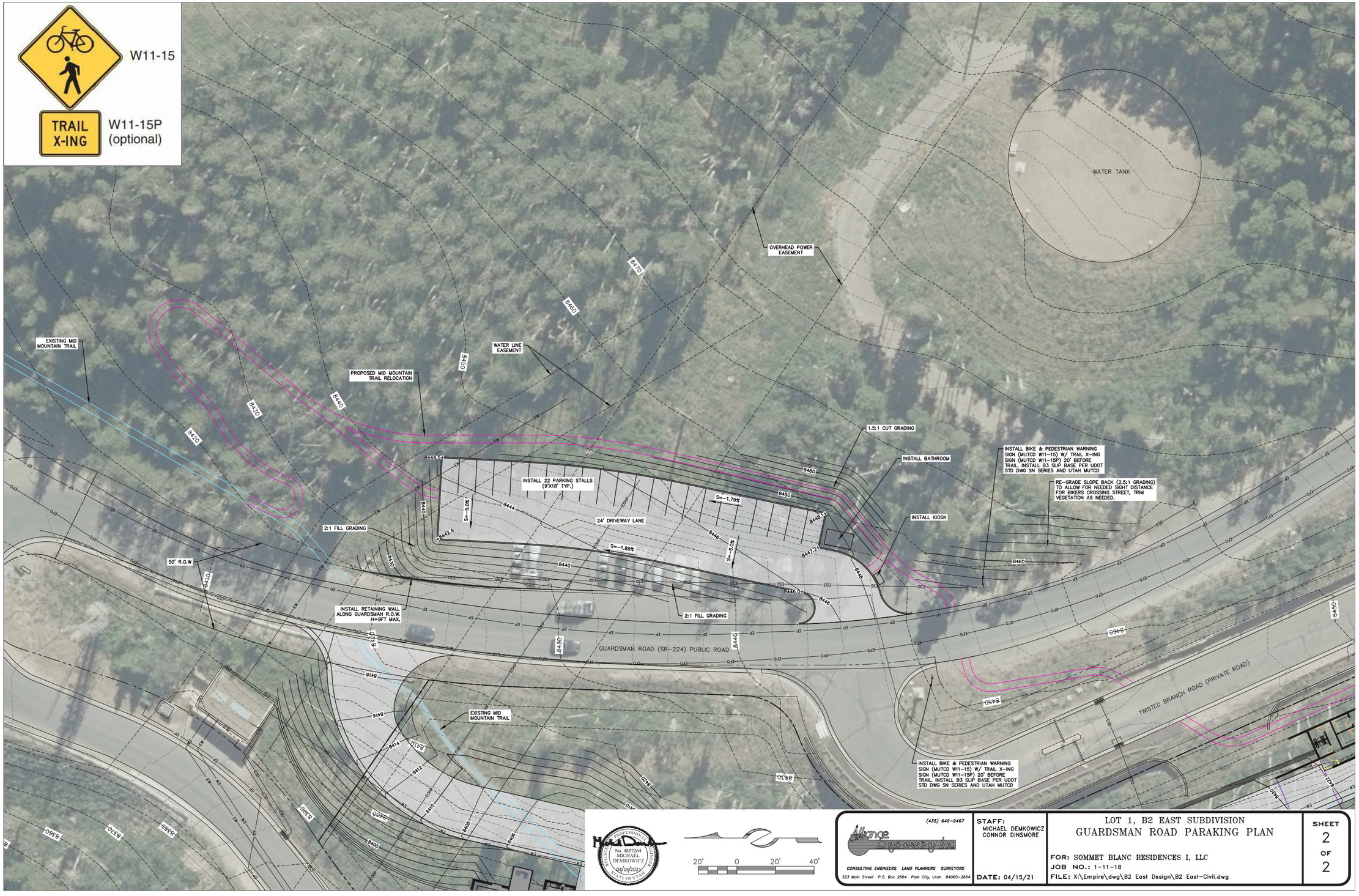




0 2' 4' 6' 8' 16' 24'

Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 6 - Mid Mountain Trail
September 29th, 2021


MARSAC AVENUE (A 5-50' WIDE PUBLIC RIGHT-OF-WAY)
EXISTING MID MOUNTAIN TRAIL
NORTHSIDE CHAIRLIFT
THE MONTAGE DEER VALLEY
DEER VALLEY MONTAGE DRIVEWAY
EMPIRE LODGE DRIVEWAY
DEER VALLEY EMPIRE DAY LODGE
MARSAC AVENUE
PROPERTY LINE
PROPOSED MID MOUNTAIN TRAIL RELOCATION
PROPOSED MID MOUNTAIN TRAIL PARKING LOT
WATER TANK
GUARDSMAN ROAD (SEC-224) PUBLIC ROAD
TWISTED BRANCH ROAD (PRIVATE ROAD)
EMPIRE CHAIRLIFT
EXISTING MID MOUNTAIN TRAIL
PROPERTY LINE
LUCKY JACK SKI RUN
RUBY CHAIRLIFT
CHAIRLIFT TOWER
ORIGINAL MID MOUNTAIN TRAIL
PROPERTY LINE
RELOCATED (2020) MID MOUNTAIN TRAIL
EXISTING PAYROLL TRAIL
PROPOSED/RELOCATED BIKE TRAIL
EXISTING BIKE TRAIL
100' 0 100' 200'
(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: 04/15/2021
LOT 1, B2 EAST SUBDIVISION
BIKE TRAIL NETWORK
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 2


W11-15
TRAIL
X-ING
W11-15P
(optional)
WATER TANK
OVERHEAD POWER
EASEMENT
EXISTING MID
MOUNTAIN TRAIL
PROPOSED MID MOUNTAIN
TRAIL RELOCATION
WATER LINE
EASEMENT
1.5:1 CUT GRADING
INSTALL BATHROOM
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
RE-GRADE SLOPE BACK (2.5:1 GRADING)
TO ALLOW FOR NEEDED SIGHT DISTANCE
FOR BIKERS CROSSING STREET. TRIM
VEGETATION AS NEEDED.
INSTALL 22 PARKING STALLS
(9'X18' TYP.)
24' DRIVEWAY LANE
INSTALL KIOSK
2:1 FILL GRADING
50' R.O.W
INSTALL RETAINING WALL
ALONG GUARDSMAN R.O.W.
H=9FT MAX.
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
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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).

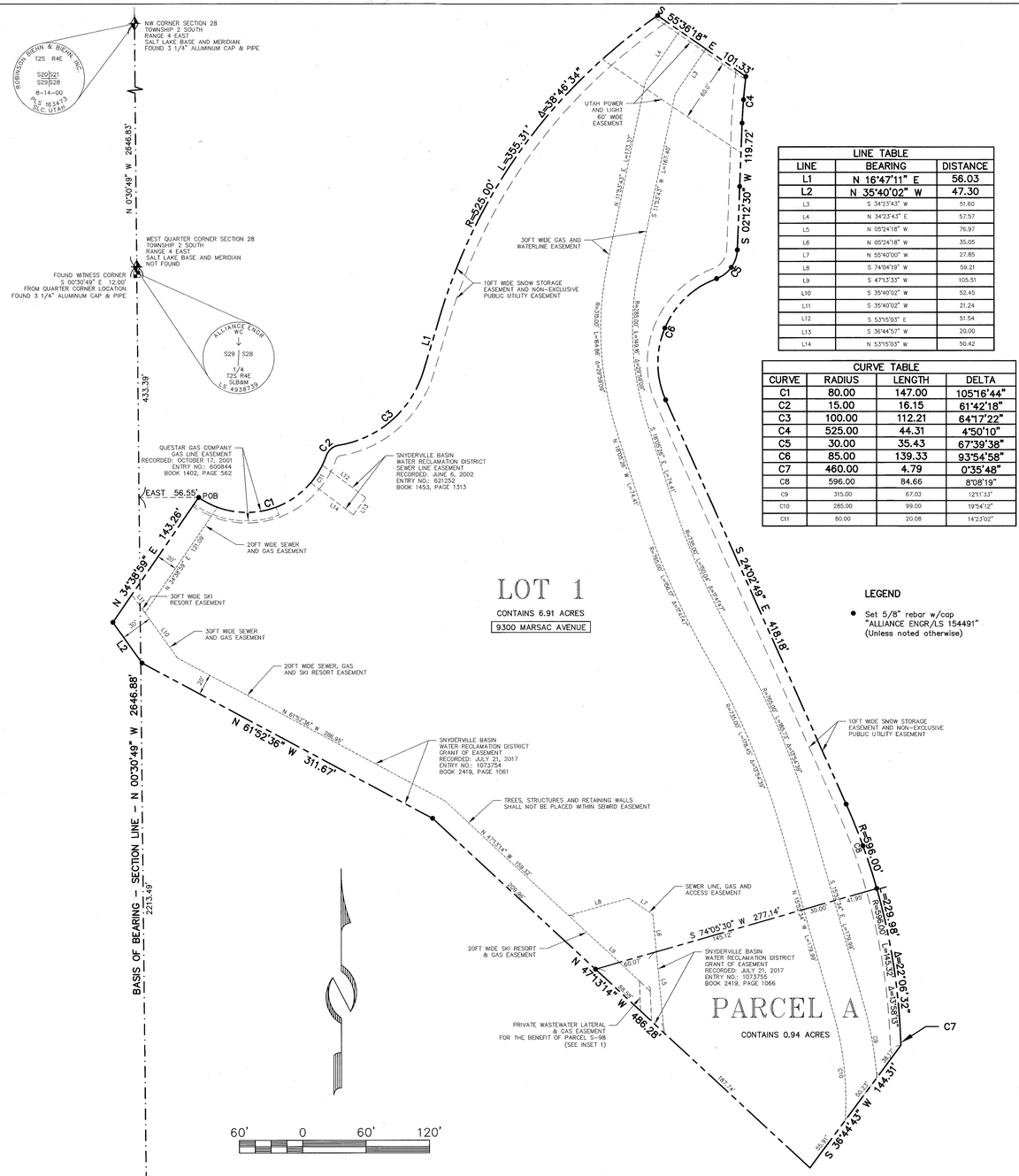
Current Approvals on the Lot

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 on 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"

LEGEND

- Set 5/8" rebar w/cap "ALLIANCE ENGR/LS 154491" (Unless noted otherwise)

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

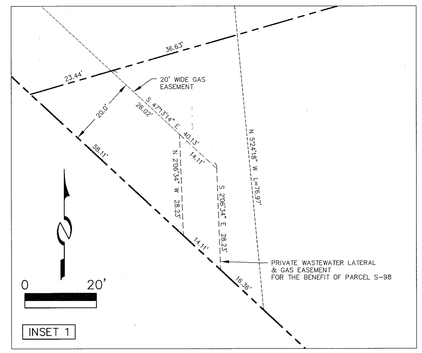
Notary Public
CRAIG R. RODMAN
Commission # 678353
My Commission Expires
August 12, 2018
State of Utah

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, 1894

CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS 9TH DAY OF MARCH, 2017
BY Michelle Kellogg 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

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FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4.East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right -of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33"398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; 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.

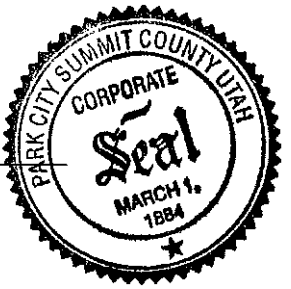
SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately.

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

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:



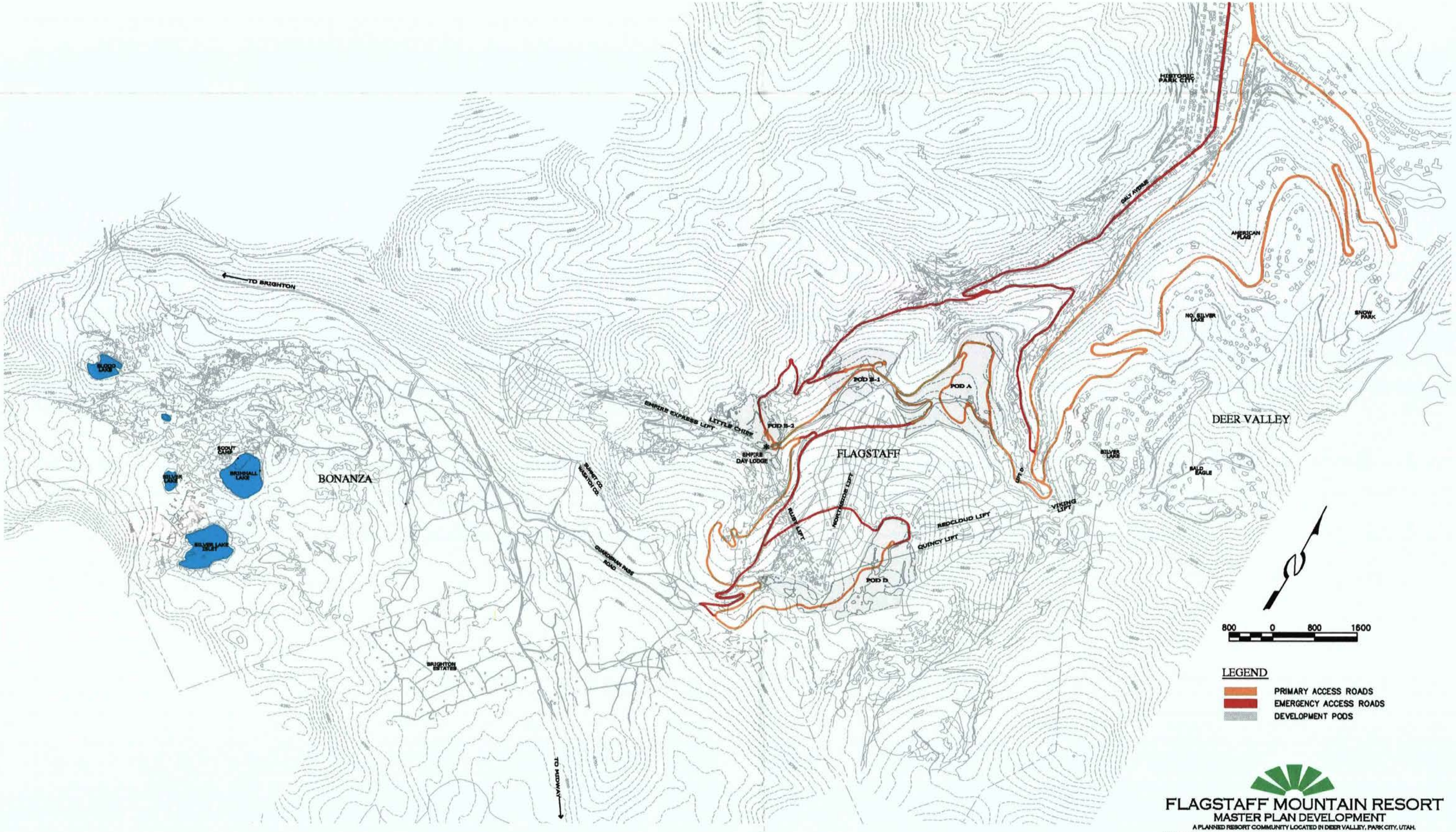
Janet M. Scott, City Recorder

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

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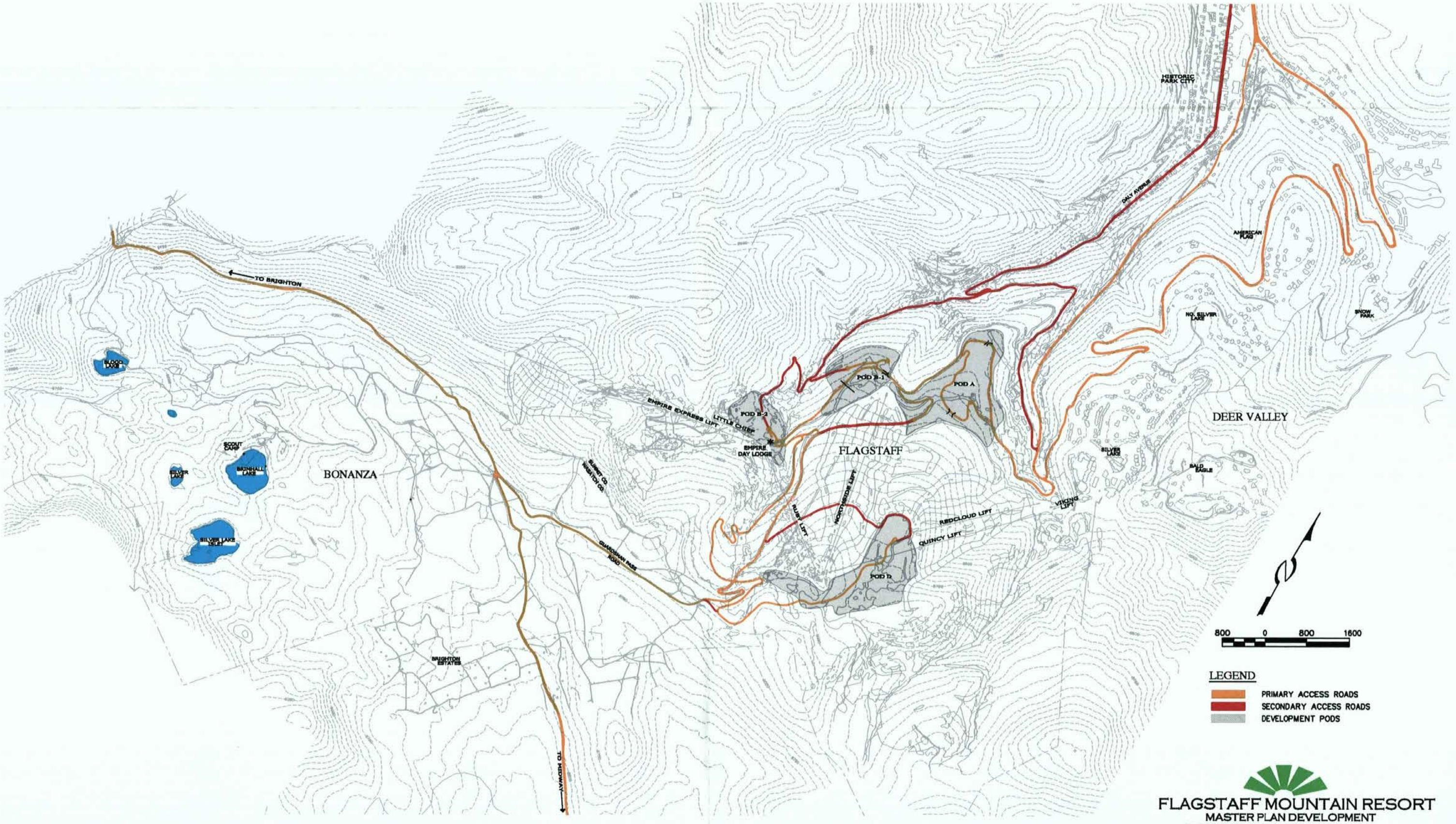


EMERGENCY RESPONSE PLAN

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

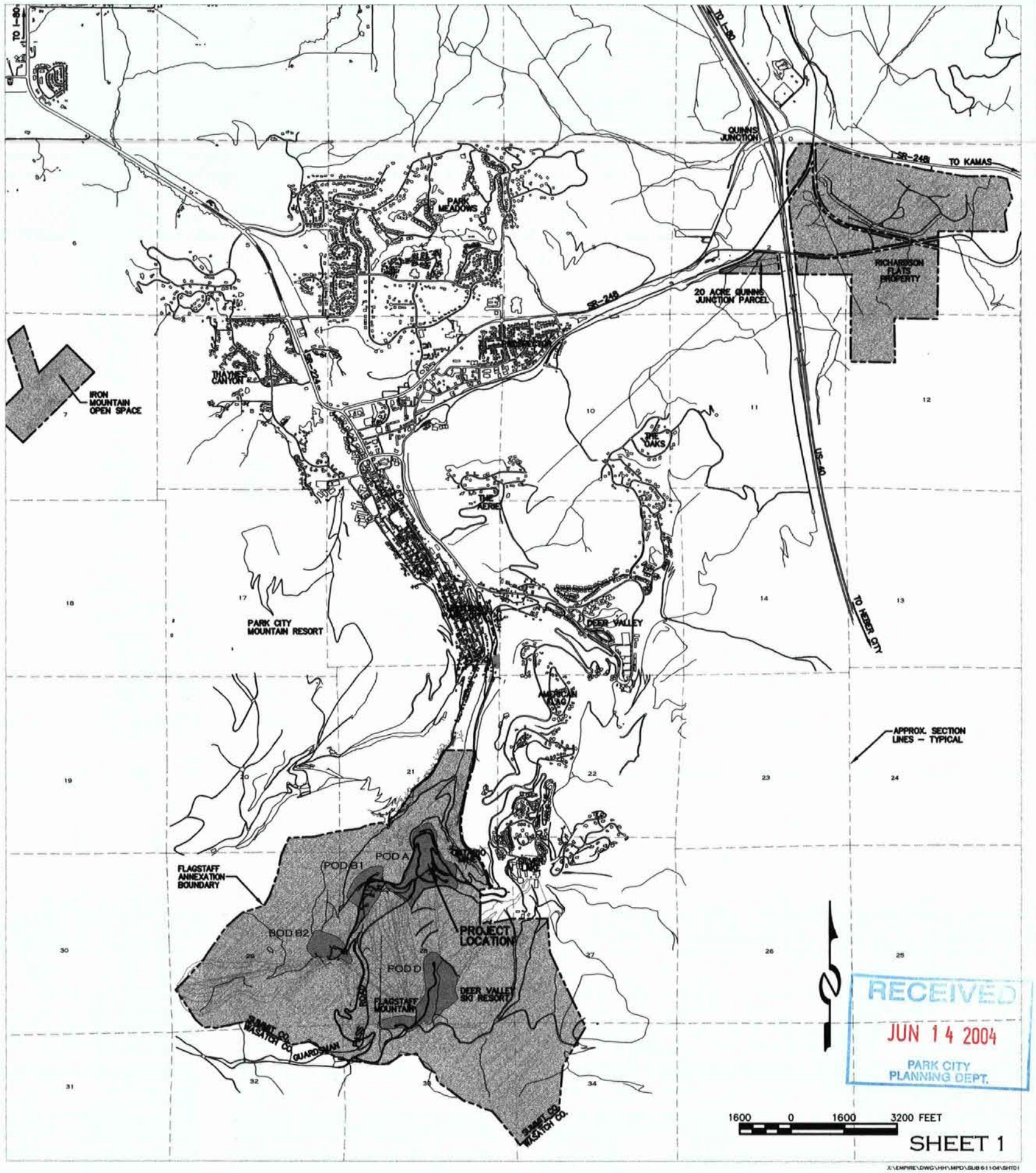
PLANS PREPARED BY:

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

M:\Brooks\Planning Comm\PC2004\Flagstaff Village MPD 072804.doc

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

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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
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AW	3.04	VOLUMETRICS PLAN VIEW WEST - HOTEL B2-W
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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
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PERSPECTIVE B2-W HOTEL APPROACH

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

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Date:	APRIL 24 2006
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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

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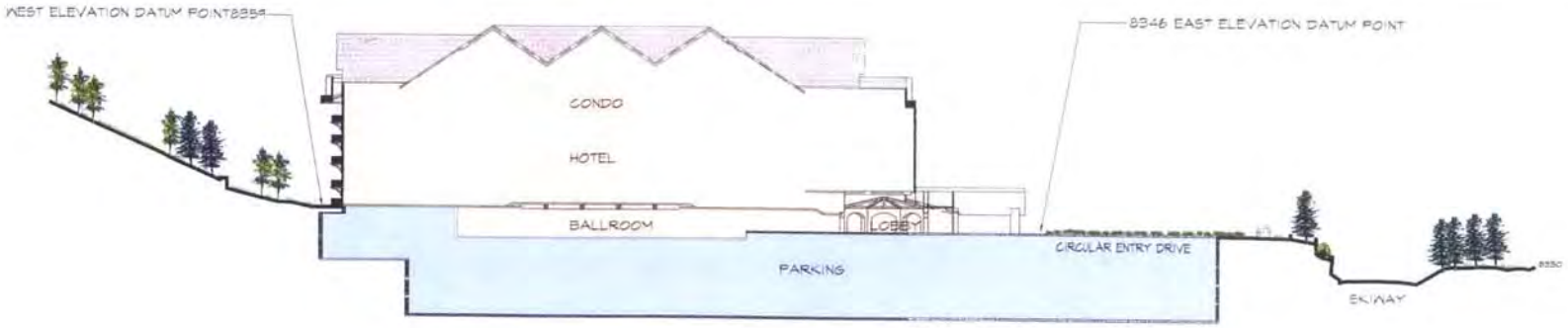
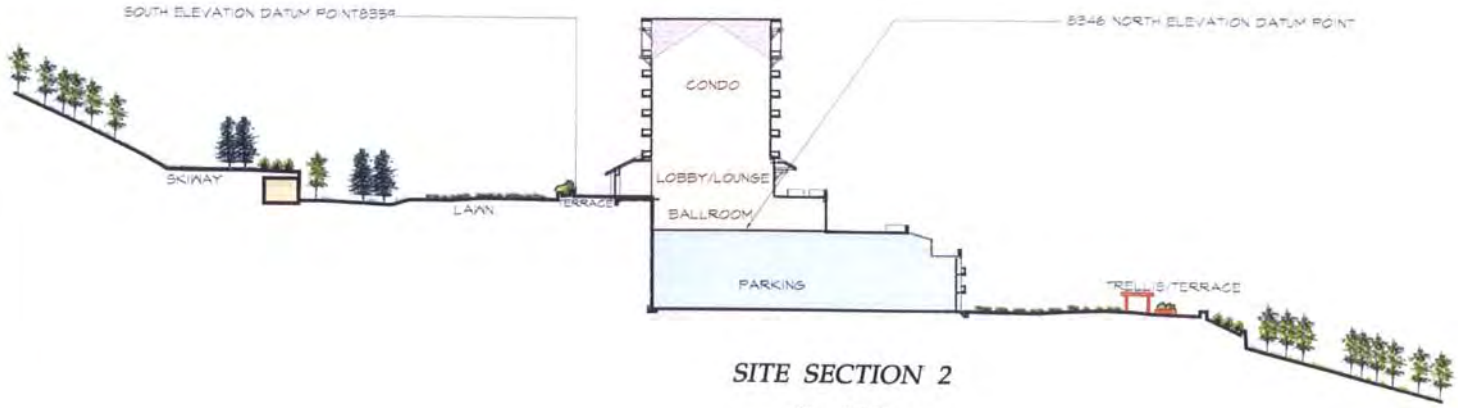


SITE SECTION 1

1" = 30'-0"



SITE SECTION 2

1" = 30'-0"

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HILL GLAZIER ARCHITECTS

TERRASAN
PLANNING & LANDSCAPE ARCHITECTURE
1600 GILPIN STREET
DENVER, CO 80218
Tel (303)331-1717
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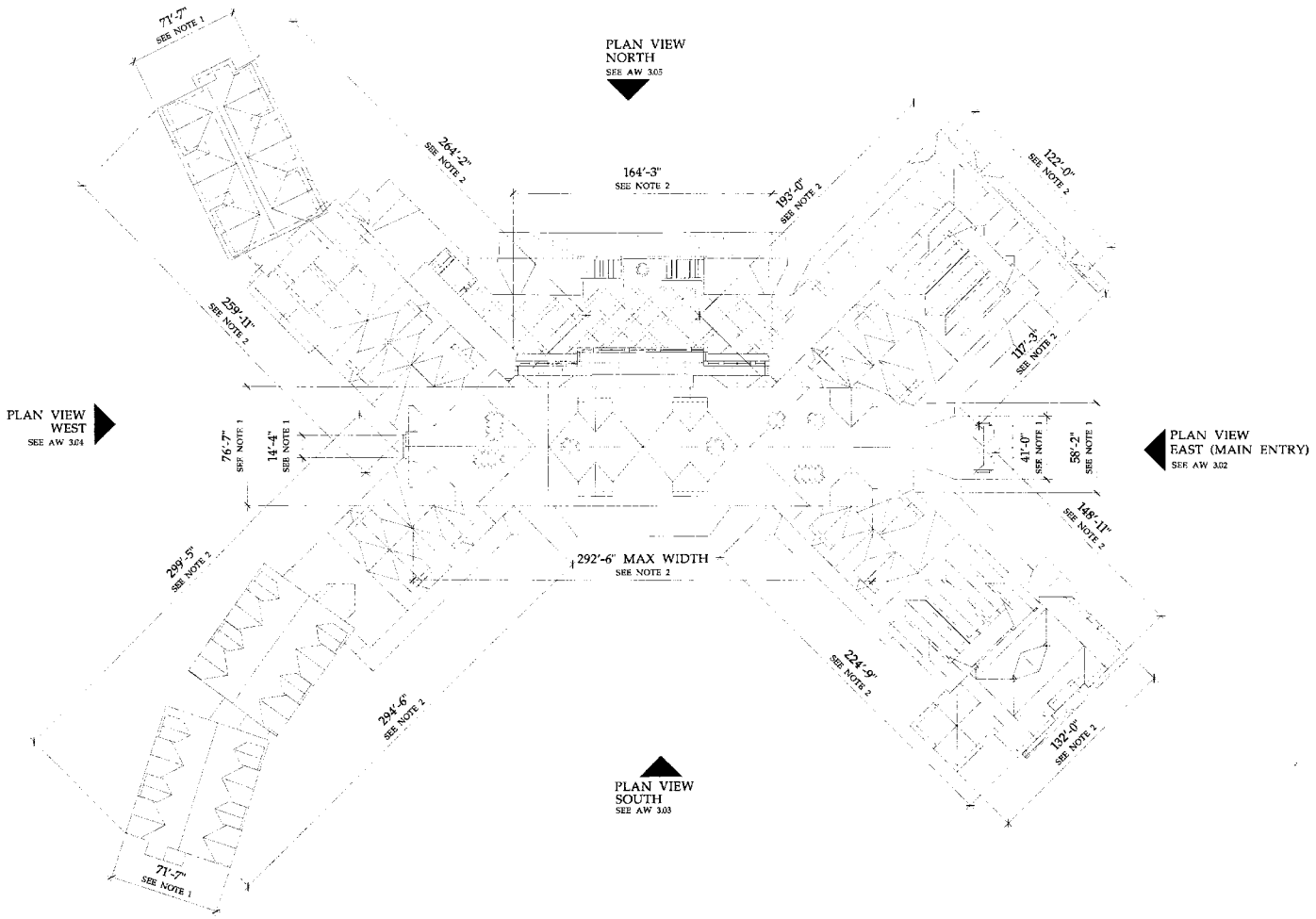
MONTAGE RESORT AND SPA AT DEER VALLEY

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

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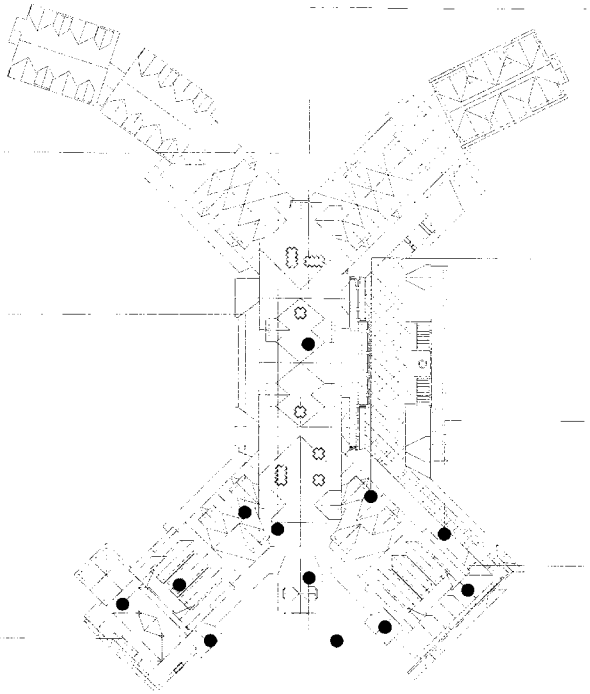

(PERCENT INCLUDED IN LOWER ADJACENT MASSING)
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 114')
*ELEVATORS OVERRUN IN THE FORM OF CHIMNEY ELEMENTS AND ARE NOT REPRESENTED IN THE MAX HEIGHT

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')

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'

11% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL DINING
1 LEVEL B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 24')

FACADE LENGTH AND VARIATIONS :
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale.

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')

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. 13703
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Sheet No. AW 3.02

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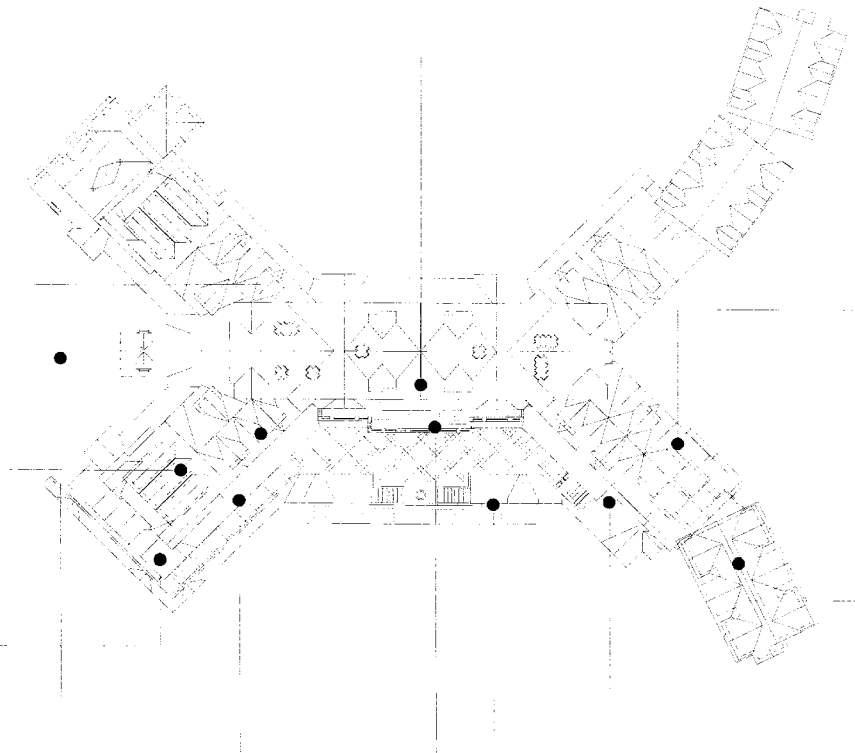
25% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
1 LEVEL HOTEL SUITES
2 LEVELS HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA
3 LEVELS HOTEL SUITES
(MAX HT. 114')

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

AW 3.03

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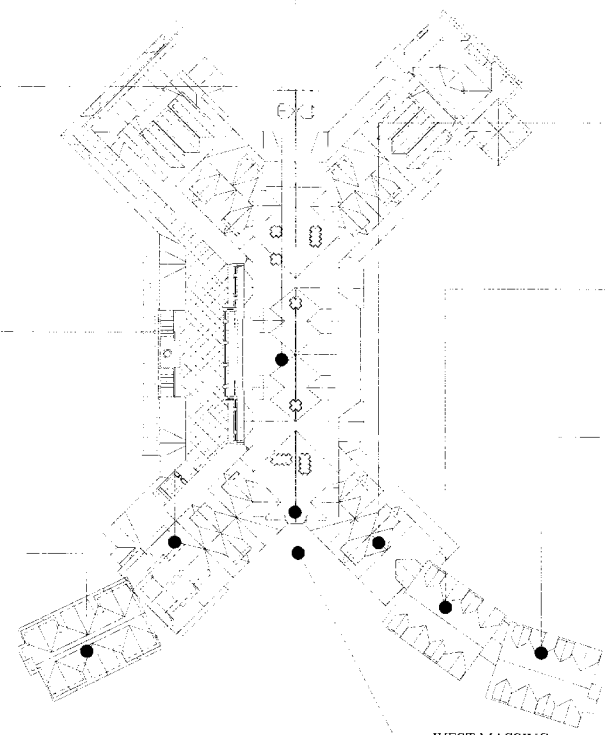
(PERCENT INCLUDED IN LOWER ADJACENT MASSING)
AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
2 LEVELS HOTEL PUBLIC AREA (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 101')

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. 02006
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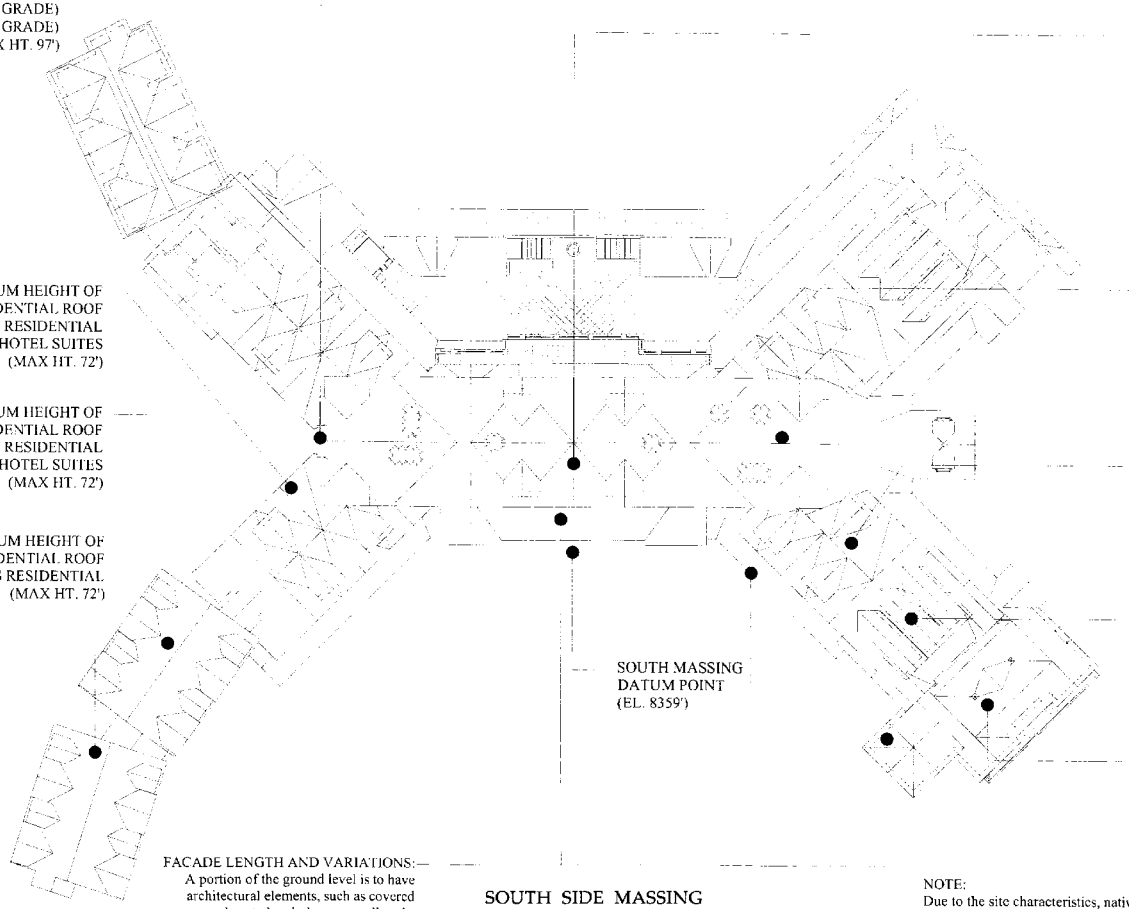
(PERCENT INCLUDED IN ADJACENT MASSING)
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 97')

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')



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')

SOUTH MASSING
DATUM POINT
(EL. 8359')

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

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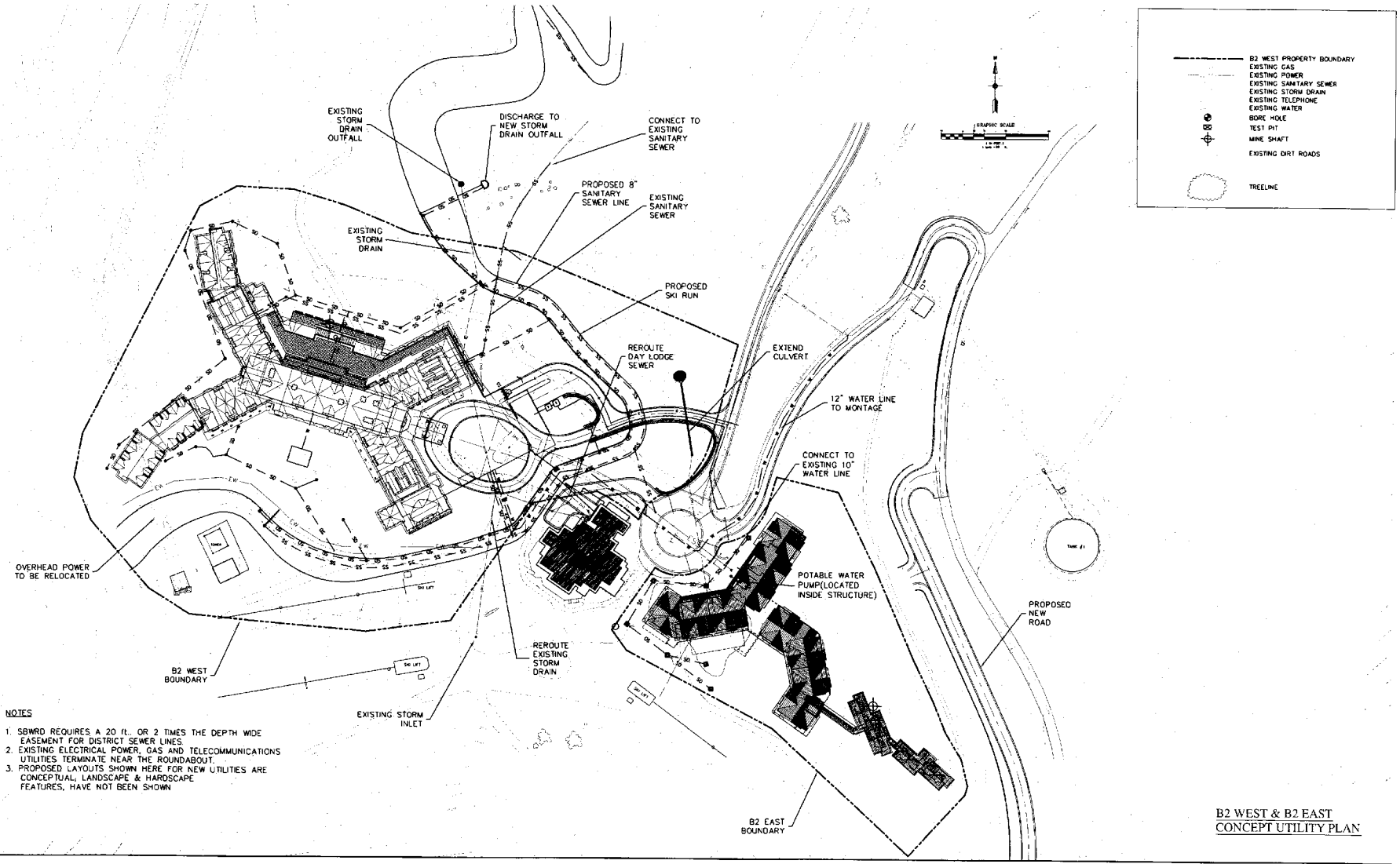

NOTES

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

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No.:	03008
Date:	APRIL 28, 2006
Scale:	1" = 80'
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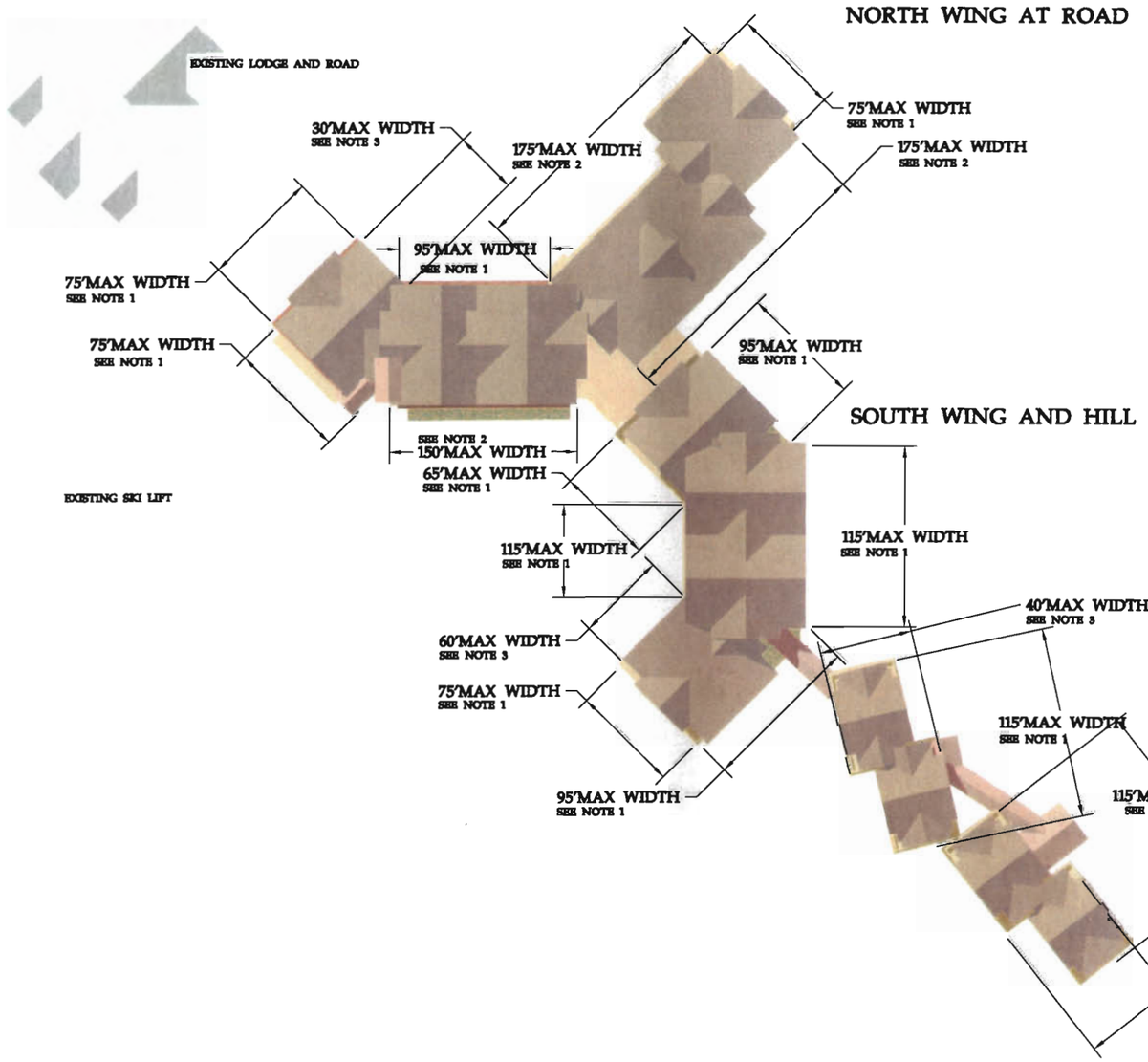

FACADE LENGTH AND VARIATIONS NOTES

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

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Project No.:	03008
Date:	June 15, 2005
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Sheet No.:	AE 3.06

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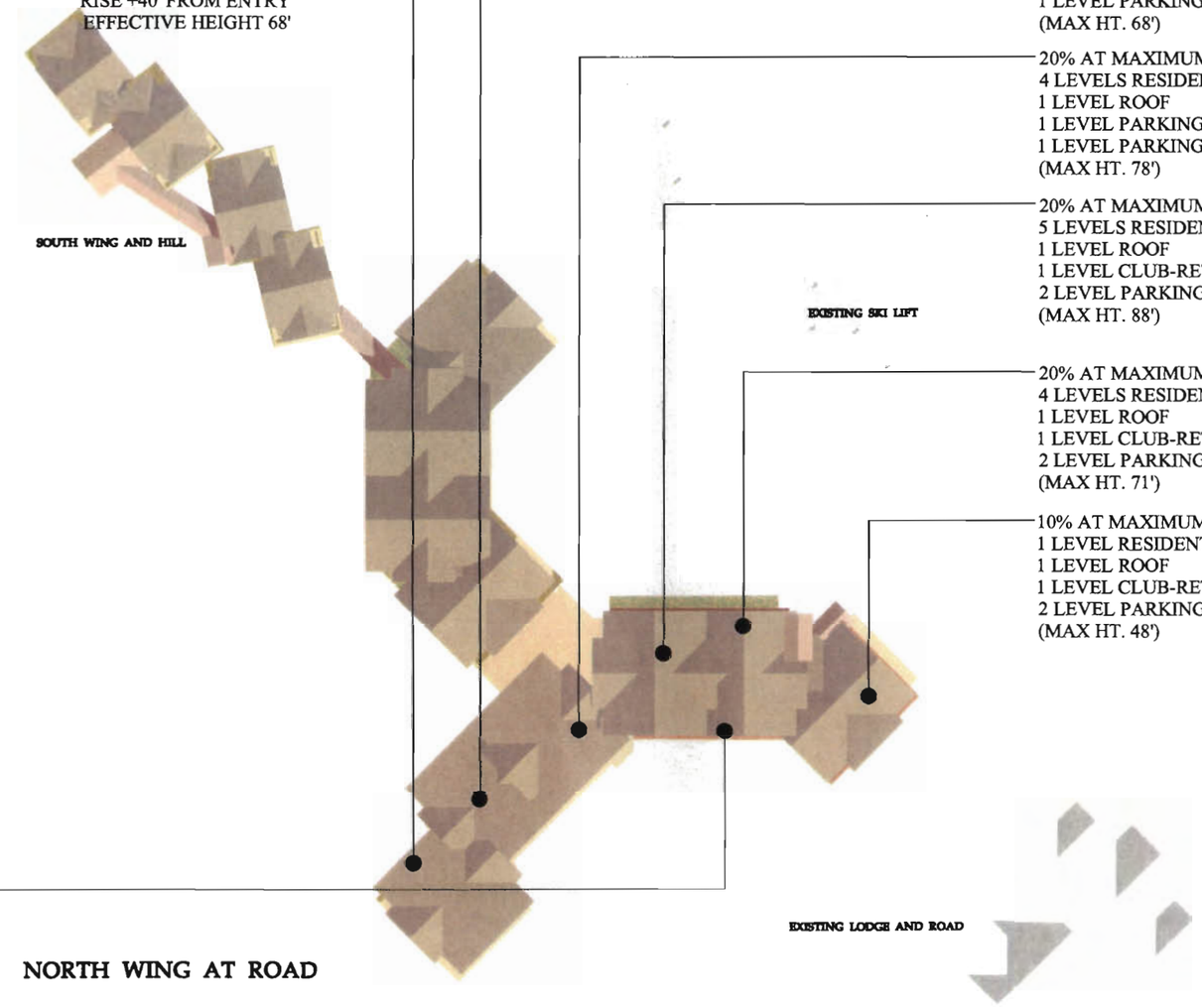

20% AT MAXIMUM HEIGHT OF
3 LEVELS RESIDENTIAL
1 LEVEL ROOF
1 LEVEL PARKING (CUT IN GRADE)
1 LEVEL PARKING (BELOW GRADE)
(MAX HT. 68')

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.

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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Date:	June 15, 2005
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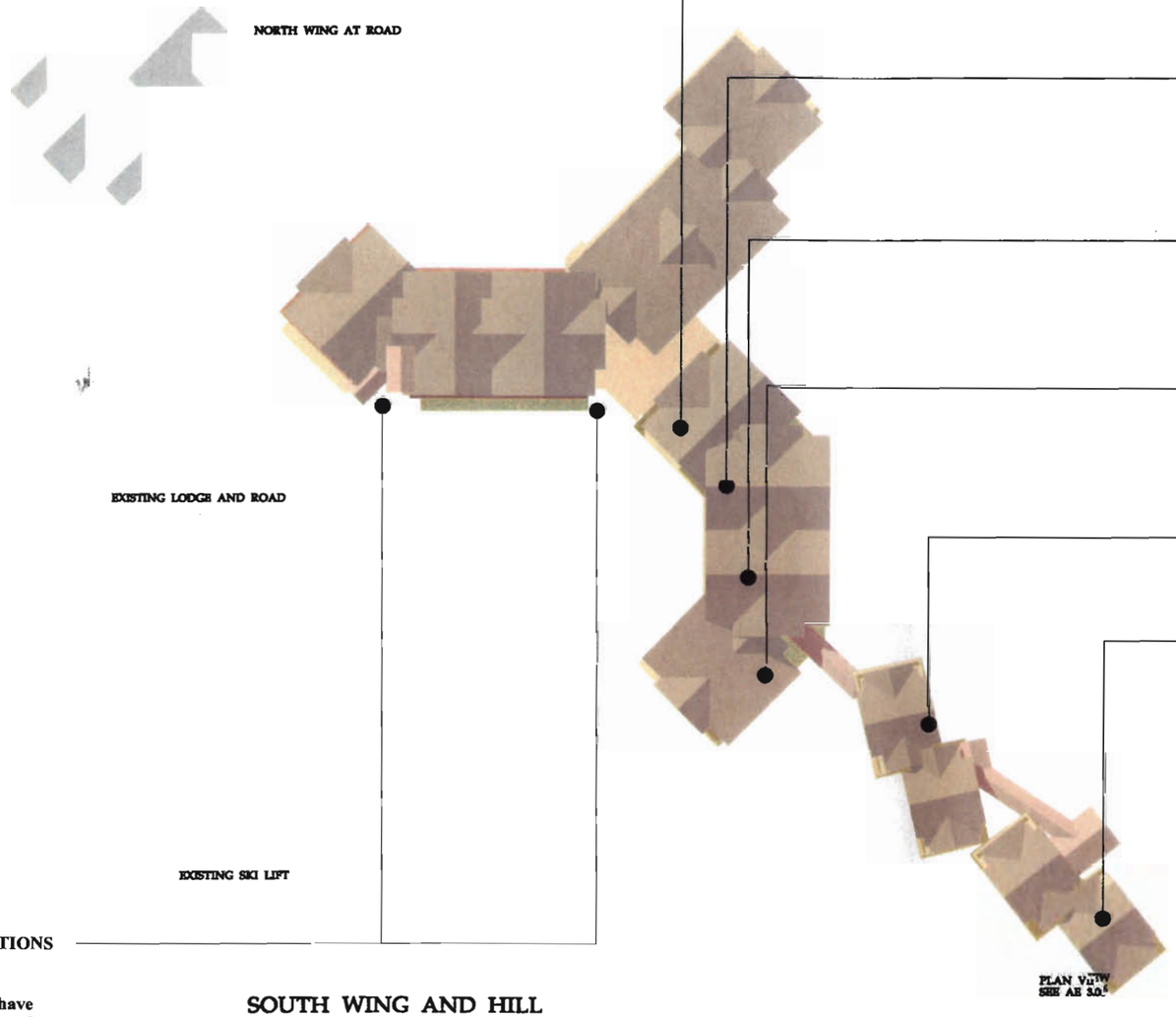

FACADE LENGTH AND VARIATIONS NOTES

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

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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 3.08

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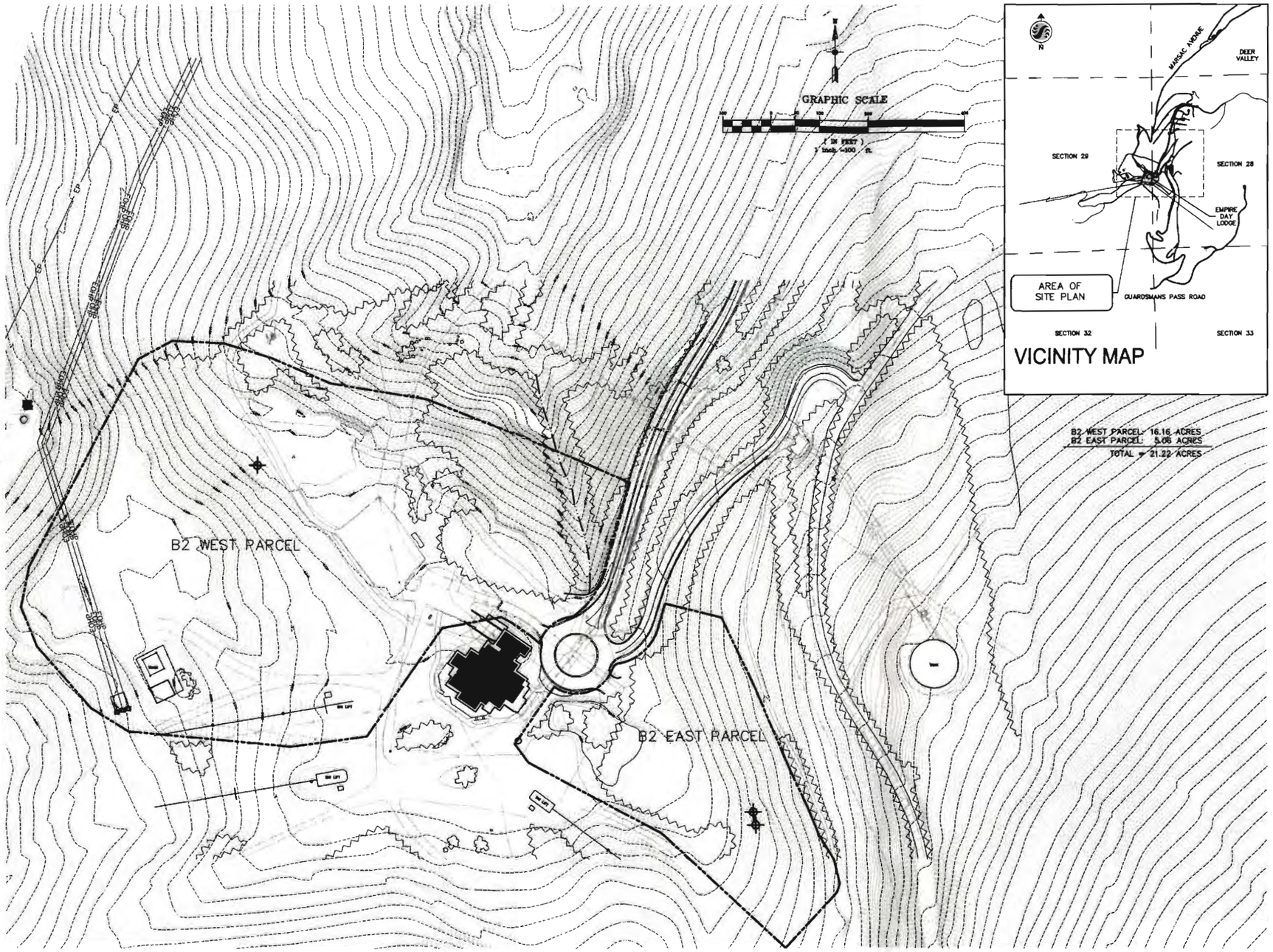

Legend

- 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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PARK CITY
PLANNING DEPT.

Stantec

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

HG

Project No.:	03008
Date:	June 15, 2005
Scale:	AS NOTED
Sheet No.:	C 1.01

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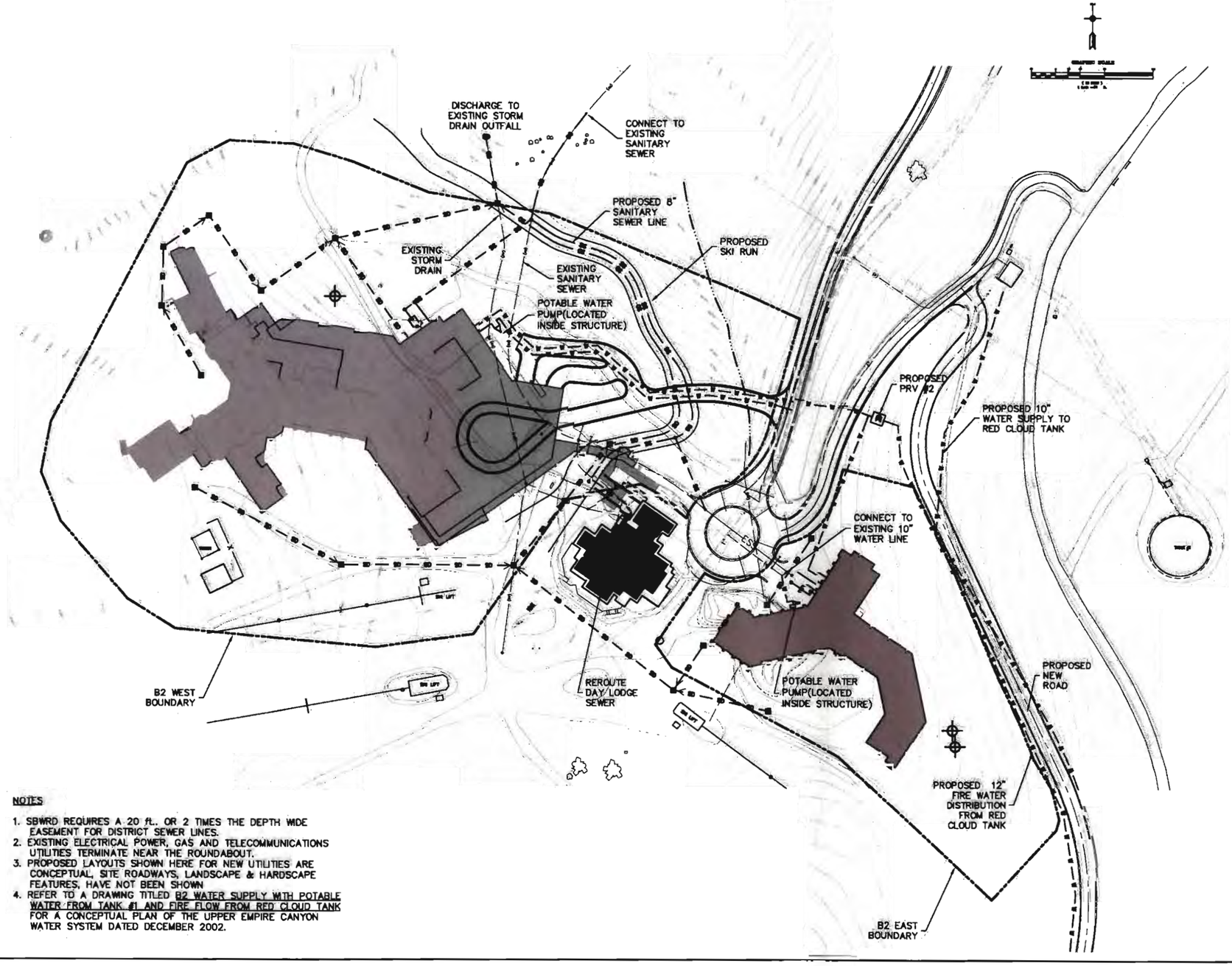

Legend

- 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

HG

Project No.:	63008
Date:	June 15, 2005
Scale:	AS NOTED
Sheet No.:	C 1.02

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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.

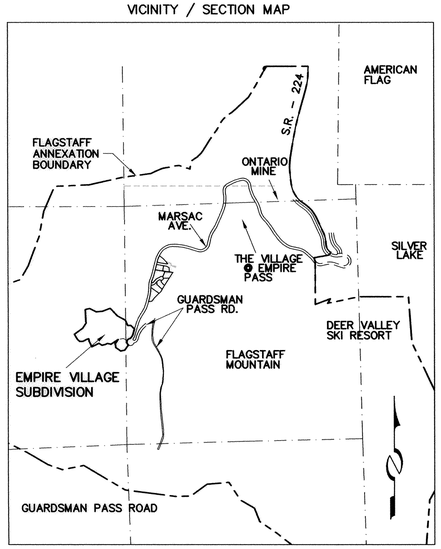
Beginning at a point North 00°30'49" West 2172.54 feet along Section Line and West 763.87 feet from the southeast corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 64°05'11" East 70.70 feet; thence North 25°54'49" West 112.30 feet; thence South 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

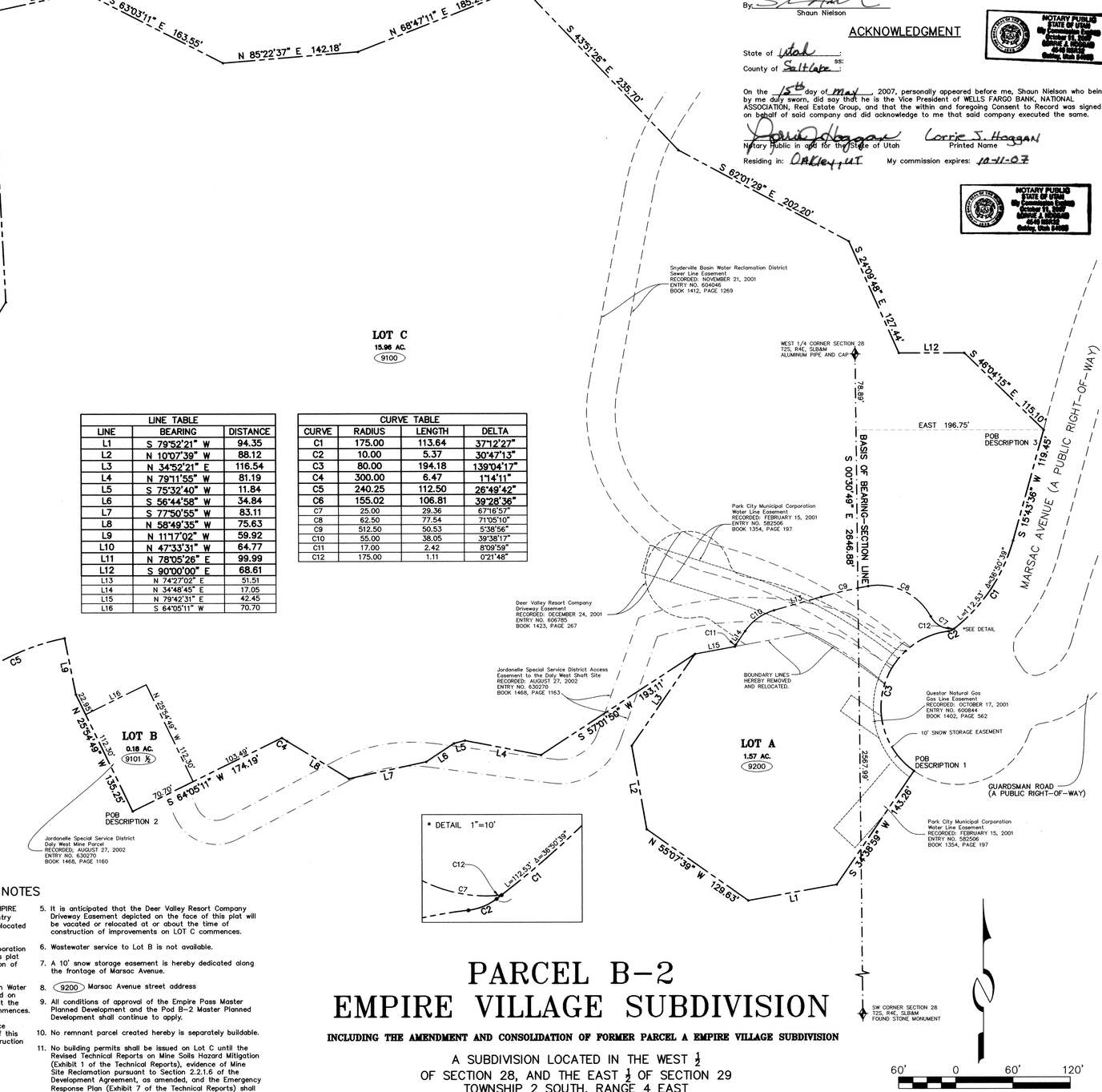


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 79°52'21" W	94.35
L2	N 10°07'39" W	88.12
L3	N 34°52'21" E	116.54
L4	N 79°11'55" W	81.19
L5	S 75°32'40" W	11.84
L6	S 56°44'58" W	34.84
L7	S 77°50'55" W	83.11
L8	N 58°49'35" W	75.63
L9	N 11°17'02" W	59.92
L10	N 47°33'31" W	64.77
L11	N 78°05'26" E	99.99
L12	S 90°00'00" 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 STATE OF UTAH — My Commission Expires October 11, 2007 — LORRIE J. HOGGAN — 4549 N5132 — Oakley, Utah 84055

David J. Hoggan — Lorrie J. Hoggan
Notary Public in and for the State of Utah — 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 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.

NOTARY PUBLIC STATE OF UTAH — My Commission Expires October 11, 2007 — LORRIE J. HOGGAN — 4549 N5132 — Oakley, Utah 84055

David J. Hoggan — Lorrie J. Hoggan
A Notary Public commissioned in Utah — 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

NOTARY PUBLIC STATE OF UTAH — My Commission Expires October 11, 2007 — LORRIE J. HOGGAN — 4549 N5132 — Oakley, Utah 84055

_____
Robert W. Wells, Vice President

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.

David J. Hoggan — Lorrie J. Hoggan
A Notary Public commissioned in Utah — 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 — LORRIE 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.

David J. Hoggan — Lorrie J. Hoggan
A Notary Public commissioned in Utah — 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

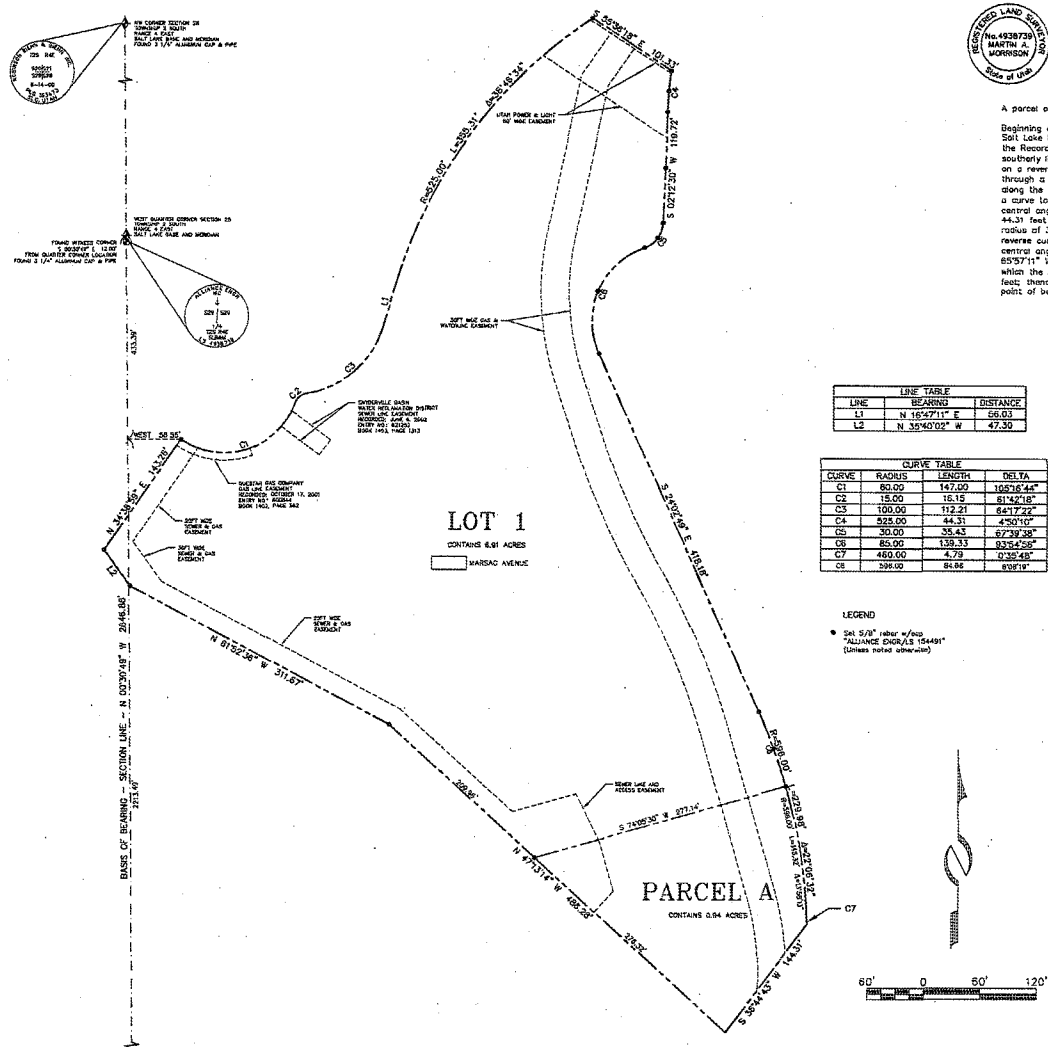
APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Exhibit A – Proposed subdivision plat

EXHIBIT A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°47'11" E	58.03
L2	N 35°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	596.00	84.86	8°09'19"

LEGEND

● Set 5/8" rebar w/cap "ALLIANCE ENGR/LS 154491" (Unless noted otherwise)

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

REGISTERED LAND SURVEYOR No.4938739 MARTIN A. MORRISON State of Utah

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°30'46" 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 58.03 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°13'42" West; thence southerly along the arc of said curve 4.79 feet through a central angle of 00°35'48"; thence South 38°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 34°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.

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

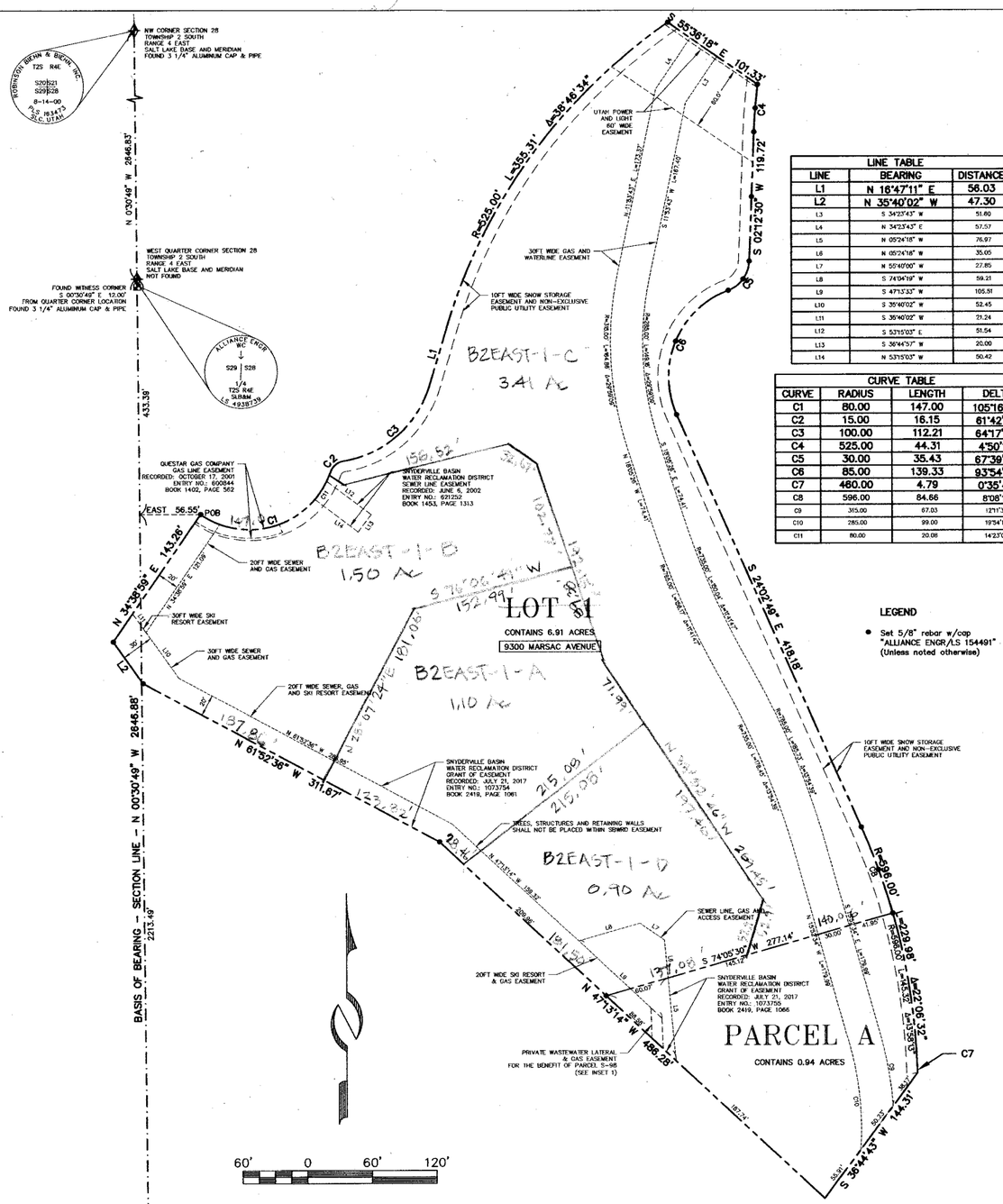
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2017	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2016	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2017	APPROVED AS TO FORM THIS _____ DAY OF _____, 2017	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2017	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2017	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____
BY _____ S.B.W.R.D.	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR	BY _____ PARK CITY RECORDER	_____ 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"

LEGEND

- Set 5/8" rebar w/cap "ALLIANCE ENGR/LS 154491" (Unless noted otherwise)

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

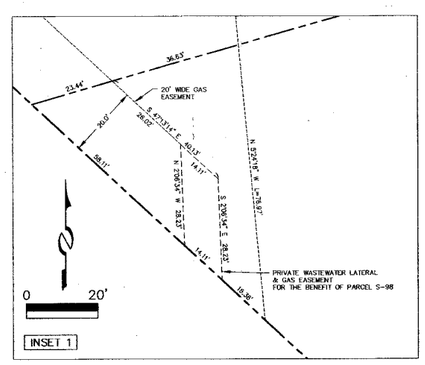
Notary Public
CRAIG R. RODMAN
Commission # 678353
My Commission Expires
August 12, 2019
State of Utah

Craig R. Rodman
Printed Name

Residing in: Park City, UT

My commission expires: 8/12/2019

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

HG
HILL GLAZIER
ARCHITECTS

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
Scale:	AS NOTED
Sheet No.:	A102



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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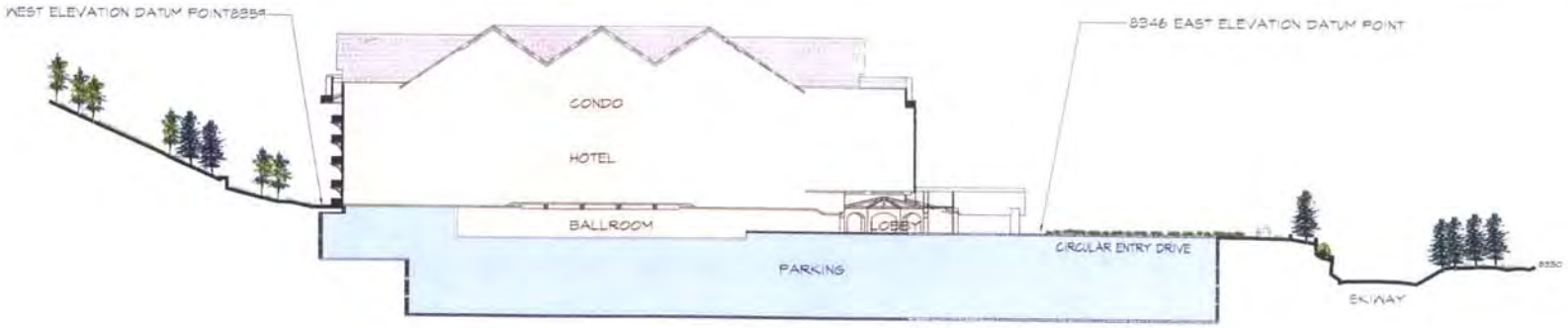
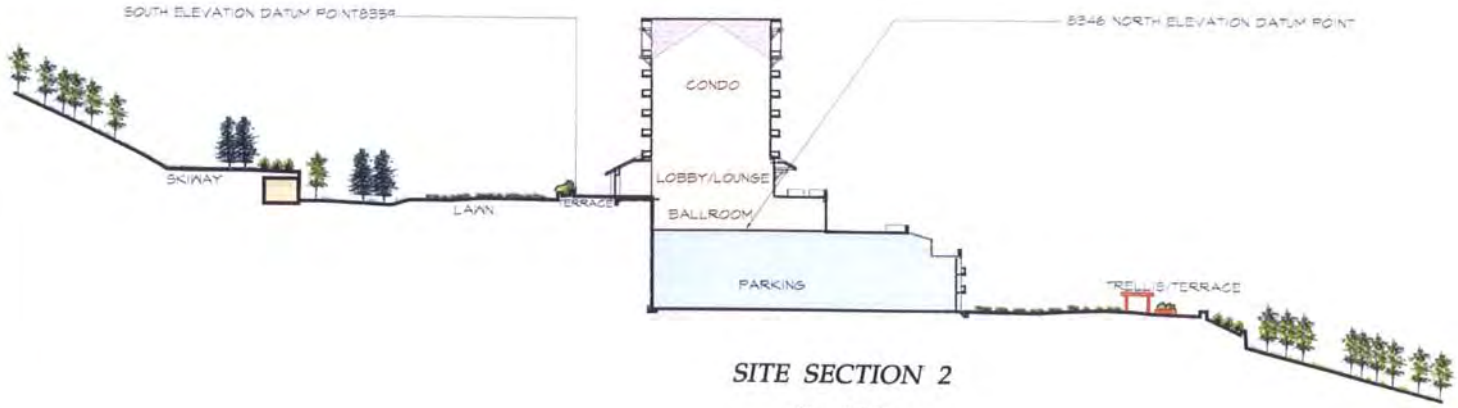


SITE SECTION 1

1" = 30'-0"



SITE SECTION 2

1" = 30'-0"

HG
HILL GLAZIER ARCHITECTS

TERRASAN
PLANNING & LANDSCAPE ARCHITECTURE
1600 GILPIN STREET
DENVER, CO 80218
Tel (303)331-1717
Fax (303)331-1815

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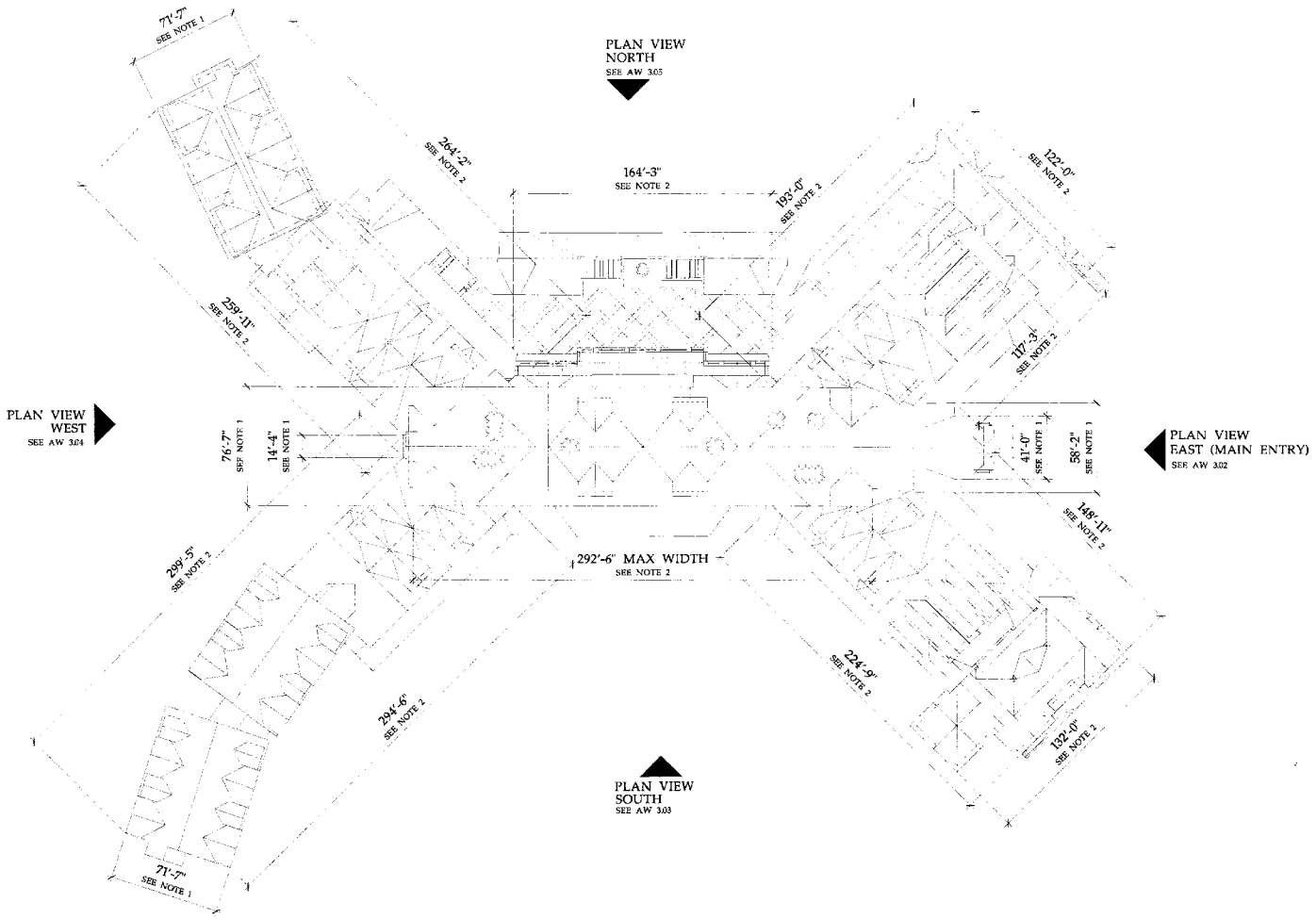
MONTAGE RESORT AND SPA AT DEER VALLEY

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

HG
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ARCHITECTS

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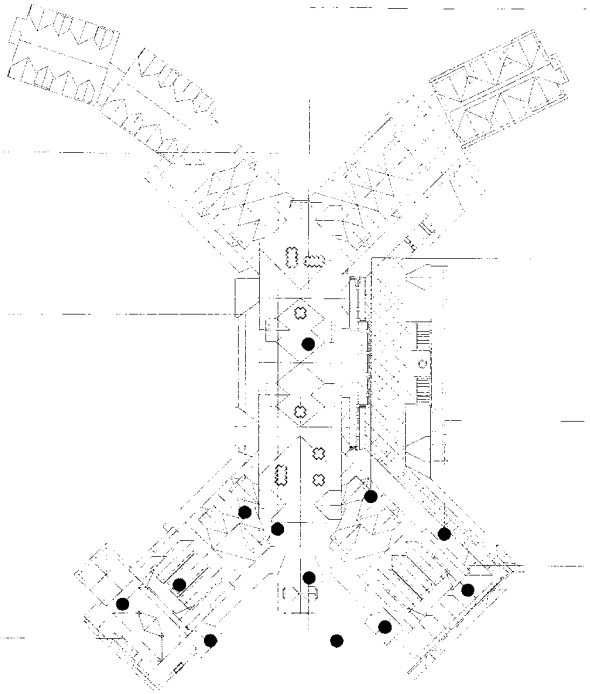
Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No: 0.0608
Date: APRIL 24 2006
Scale: AS NOTED
Sheet No: AW 3.01



(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

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')

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'

11% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL DINING
1 LEVEL B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 24')

FACADE LENGTH AND VARIATIONS :
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale.

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')

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

HG
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ARCHITECTS

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. 13703
Date APRIL 24 2003
Scale AS NOTED
Sheet No. AW 3.02

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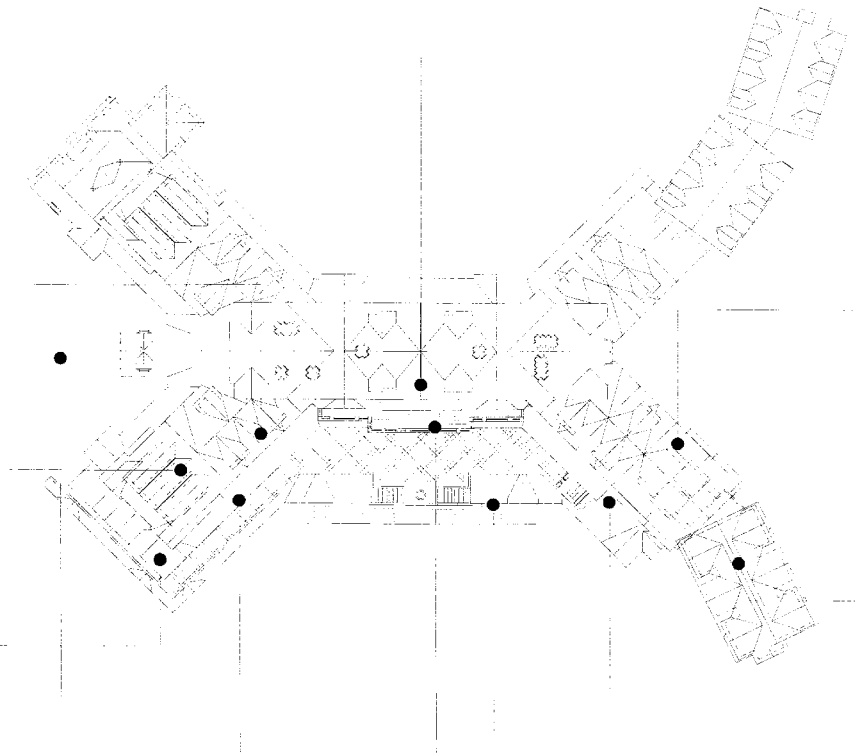
25% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
1 LEVEL HOTEL SUITES
2 LEVELS HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA
3 LEVELS HOTEL SUITES
(MAX HT. 114')

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

HG
HILL GLAZIER
ARCHITECTS

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Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. 0608
Date APR., 24 2006
Scale AS NOTED
Sheet No. AW 3.03

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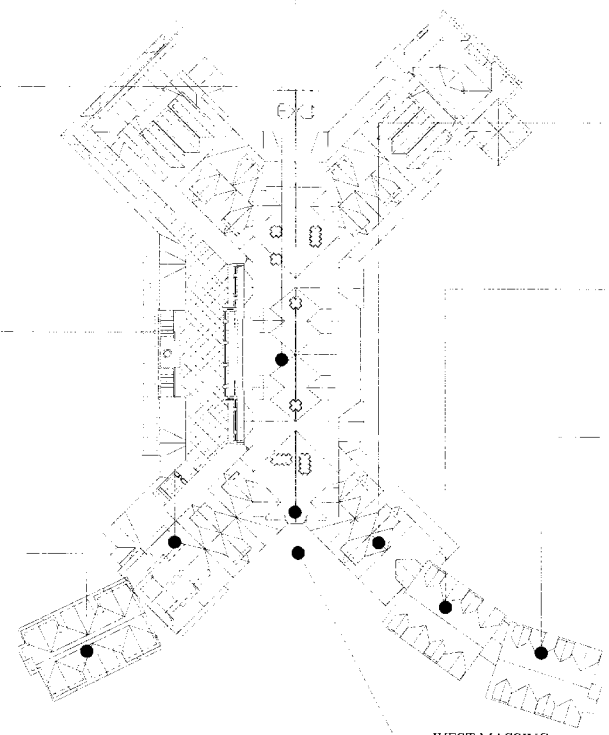
(PERCENT INCLUDED IN LOWER ADJACENT MASSING)
AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
2 LEVELS HOTEL PUBLIC AREA (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 101')

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

HG
HILL GLAZIER
ARCHITECTS

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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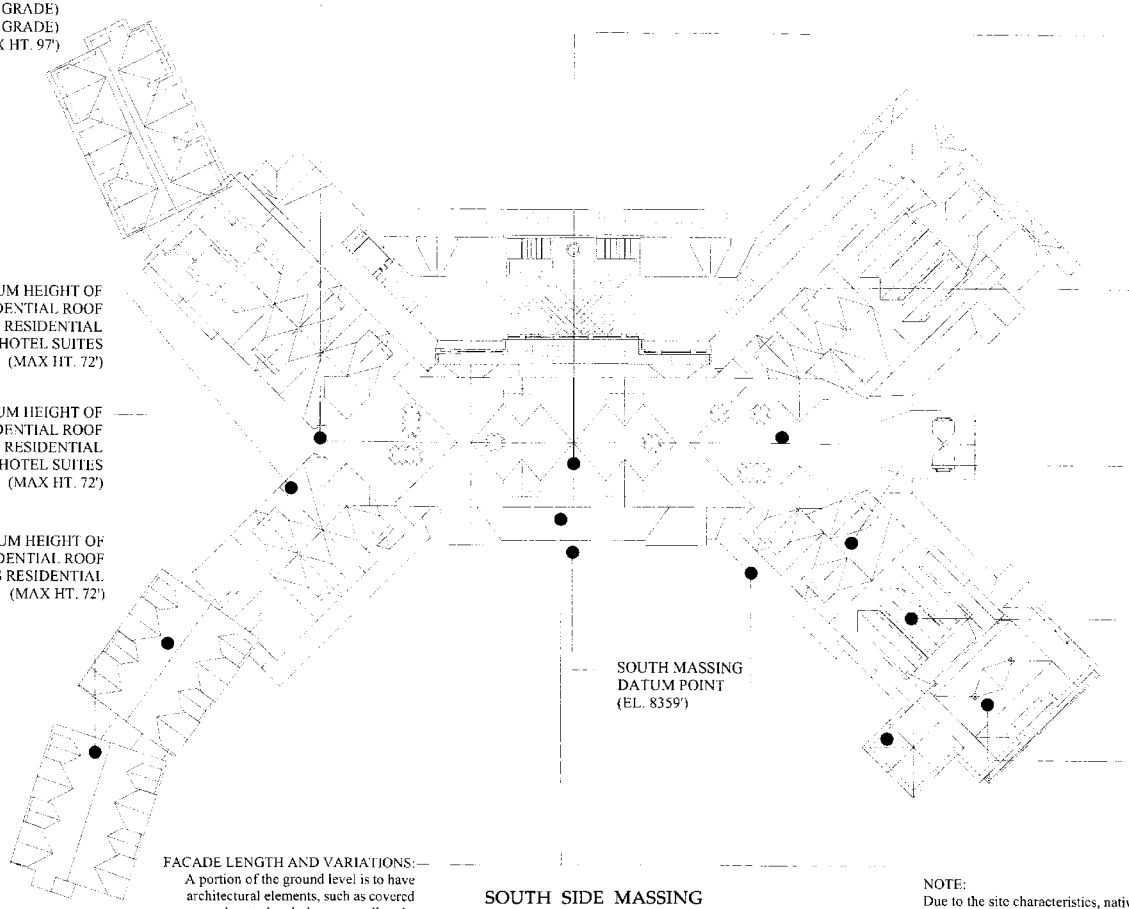
(PERCENT INCLUDED IN ADJACENT MASSING)
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 97')

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')



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')

SOUTH MASSING
DATUM POINT
(EL. 8359')

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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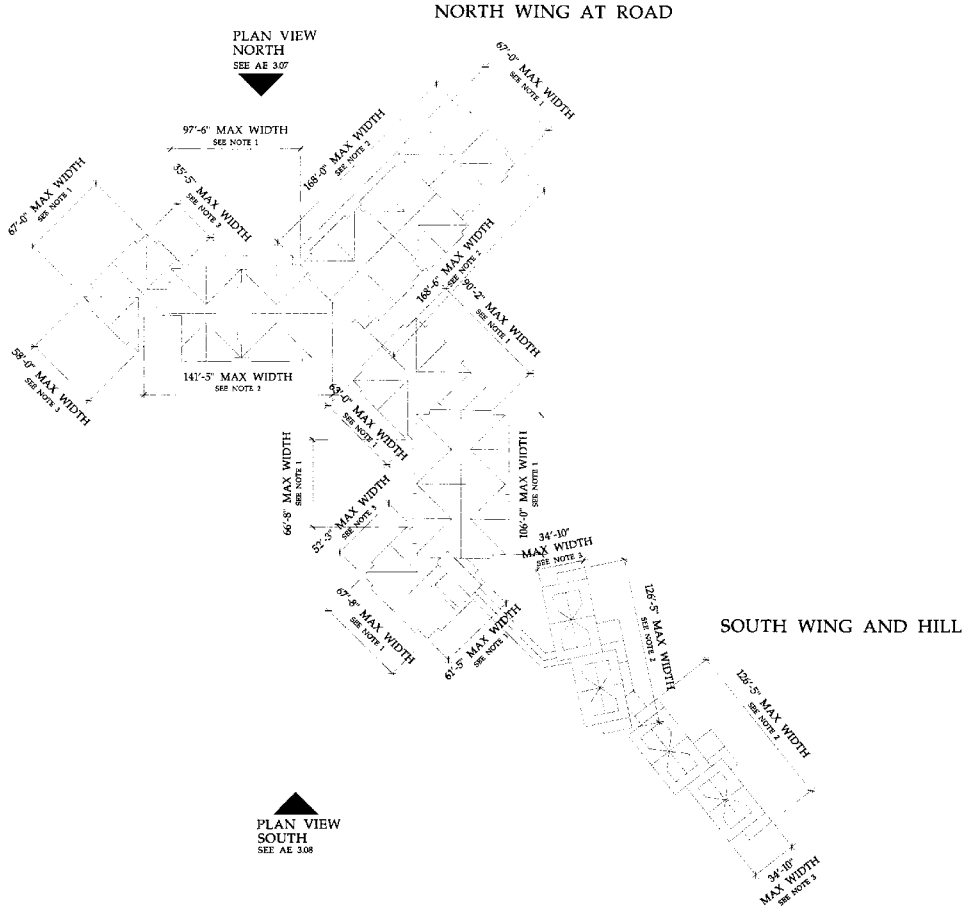
Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. [illegible]
Date APRIL 24 2026
Scale AS NOTED
Sheet No. AW 3.05



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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ARCHITECTS

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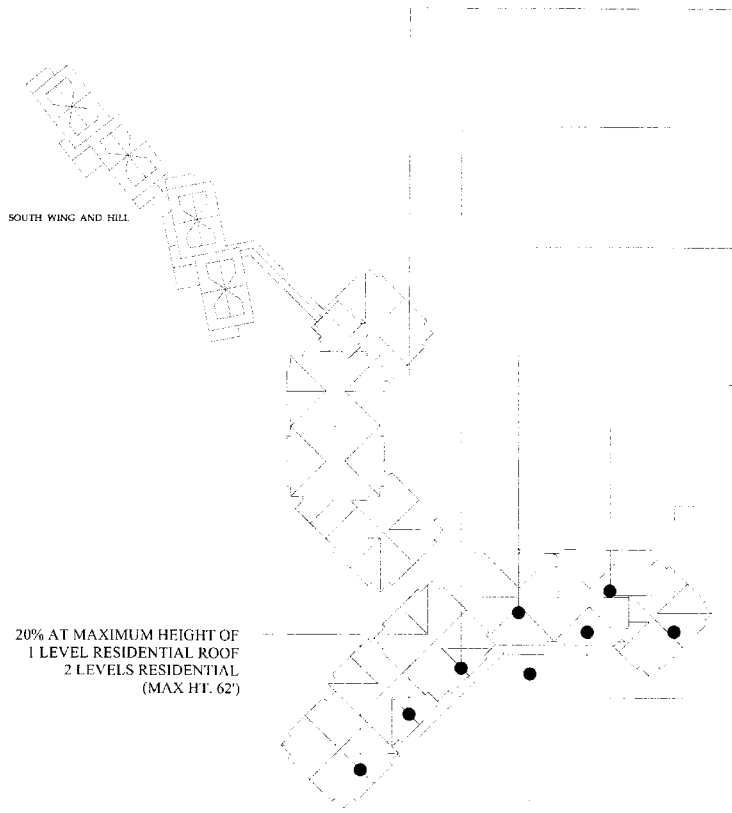
Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. 0606
Date APRIL 24 2006
Scale AS NOTED
Sheet No. AE 3.06



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

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

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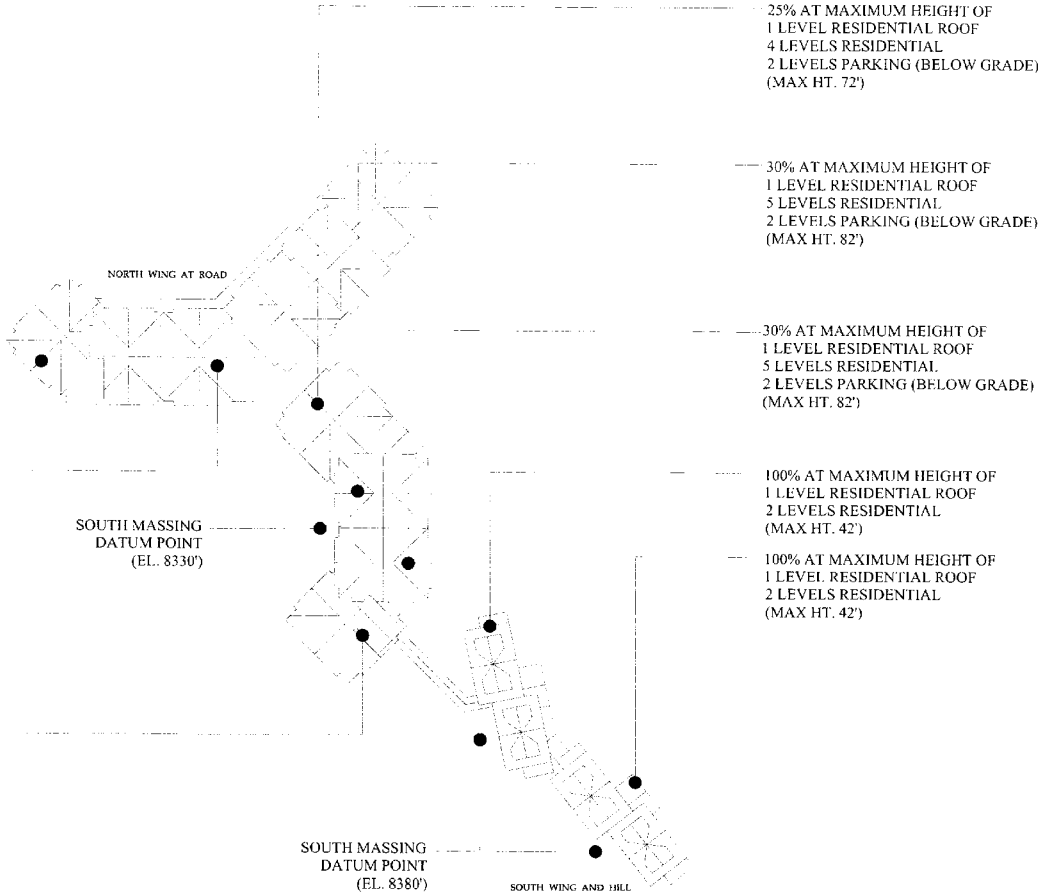
Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. 03058
Date APRIL 11 2008
Scale AS NOTED
Sheet No. AE 3.07



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.

SOUTH MASSING

CONDO VOLUMETRICS
PLAN VIEW SOUTH

HG
HILL GLAZIER
ARCHITECTS

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No. 03008
Date. APRIL 24 2006
Scale. AS NOTED
Sheet No. AE 3.08

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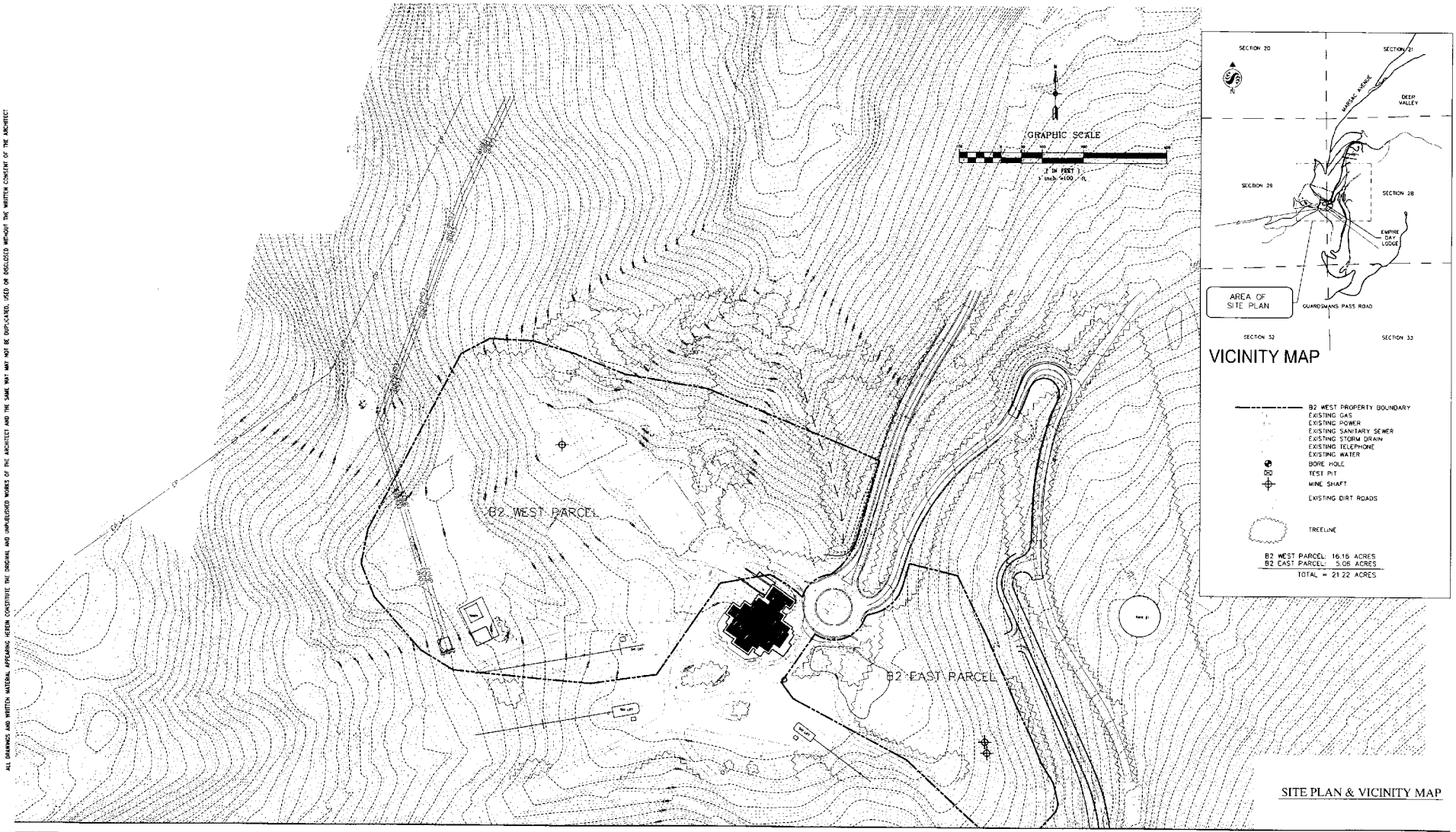
ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORKS OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT



SITE PLAN & VICINITY MAP

HG HILL GLAZIER ARCHITECTS

Stantec

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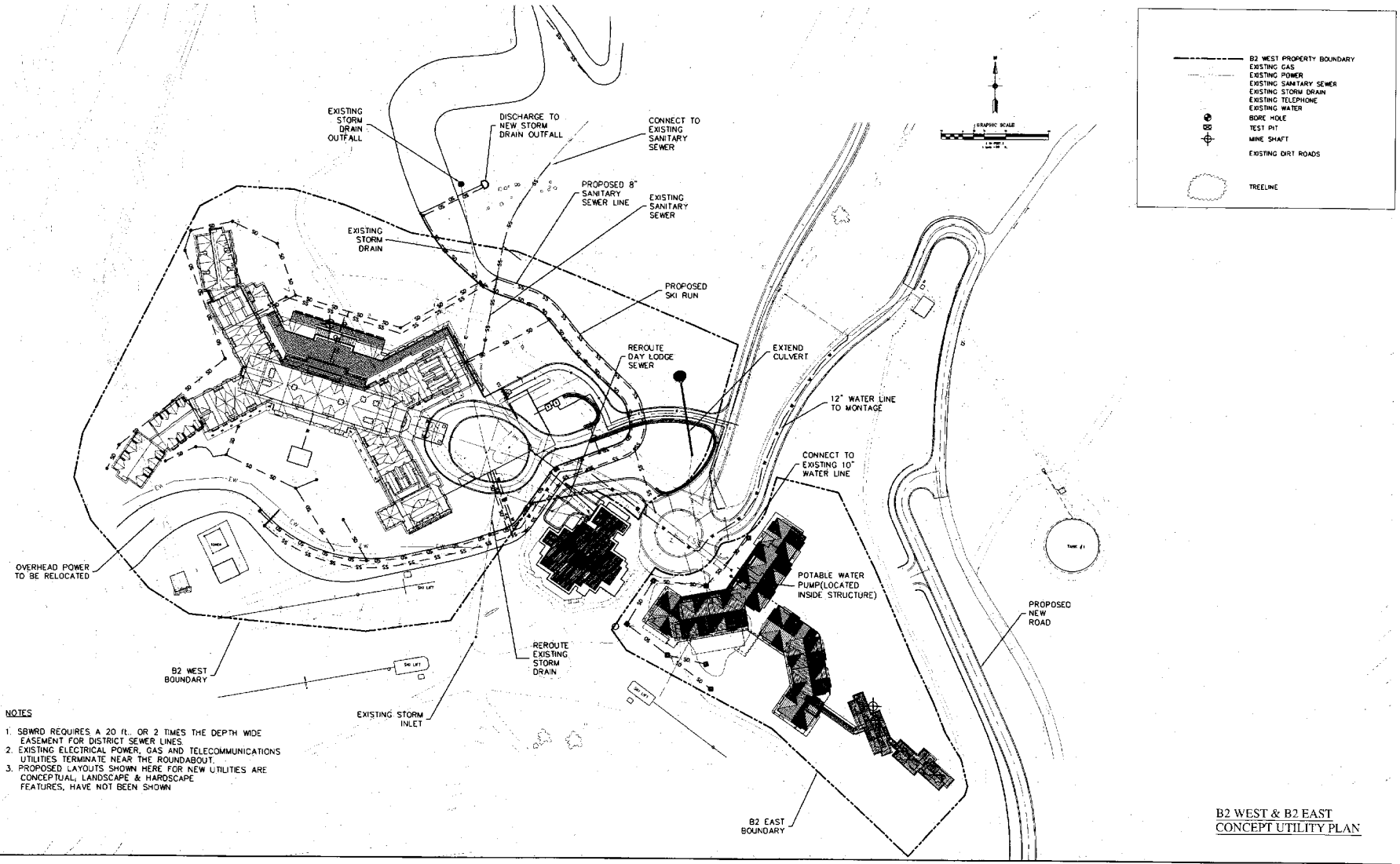
Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No.:	03008
Date:	APRIL 28, 2006
Scale:	1" = 80'
Sheet No.:	C 1.01



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

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 1.02

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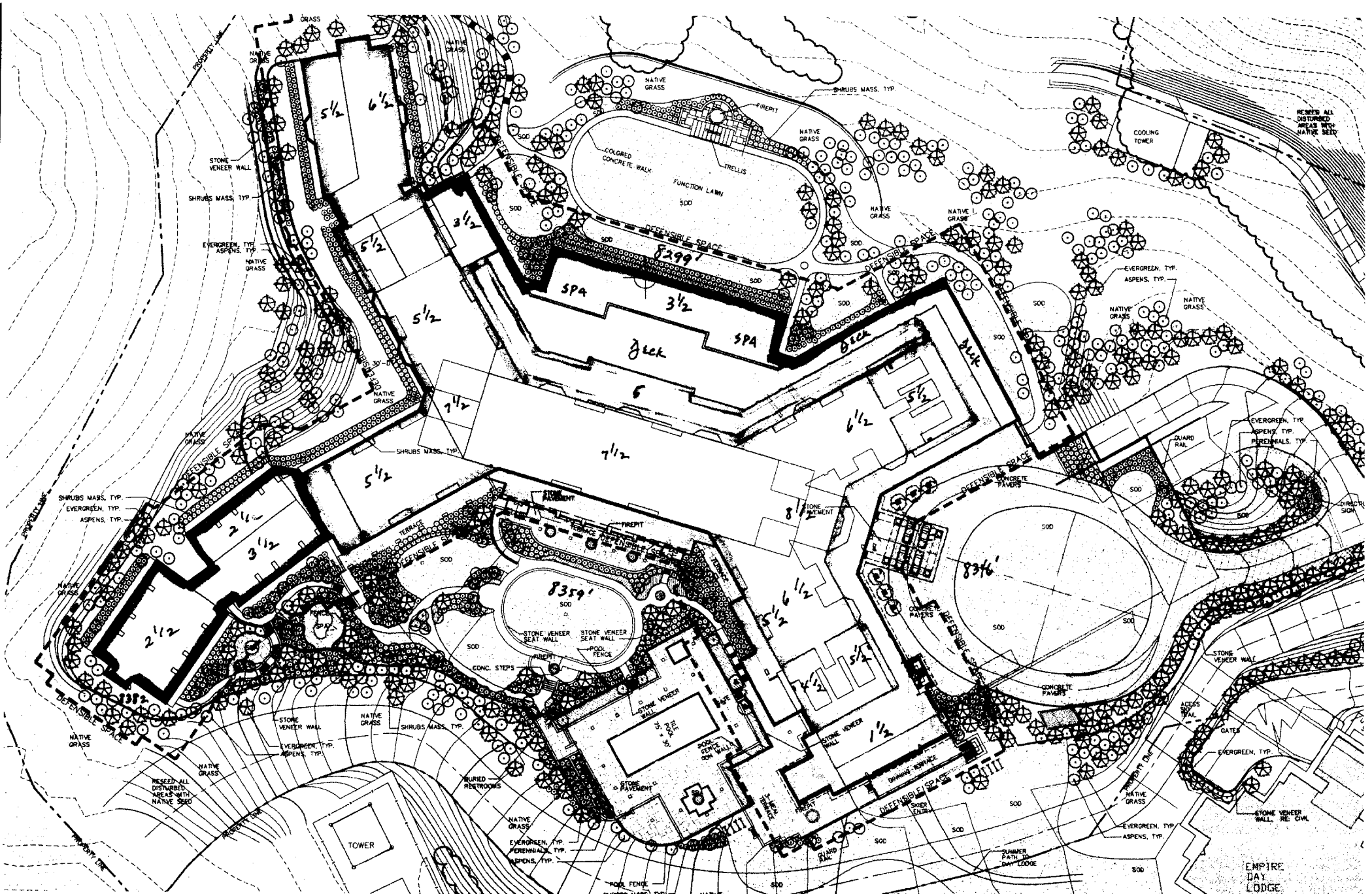


NATIVE GRASS
SHRUBS MASS, TYP.
FIREPIT
COLORED CONCRETE WALK
TRELLIS
FUNCTION LAWN
SOD
DEFENSIBLE SPACE
COOLING TOWER
RESEED ALL DISTURBED AREAS WITH NATIVE SEED
STONE VENEER WALL
EVERGREEN, TYP.
ASPENS, TYP.
PROPERTY LINE
8299'
SPA
Deck
8359'
8346'
8382
TERRACE
STONE PAVEMENT
STONE VENEER SEAT WALL
POOL FENCE
CONC. STEPS
CONCRETE PAVERS
GUARD RAIL
DINNING TERRACE
SKIER ENTRY
BURIED RESTROOMS
TOWER
SUMMER PATH TO DAY LODGE
EMPIRE DAY LODGE

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

Alliance Engineering Inc.

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

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.

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 seven (7) 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 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.
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 other 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.

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,

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

SSMH #3

20' WIDE SEWRD SEWER EASEMENT

INSTALL 330LF 8" HDPE SDR-17 SANITARY SEWER. MAINTAIN 6' MIN. BURY.

RETAINING WALL #8

RETAINING WALL #7

RETAINING WALL #6

RETAINING WALL #5

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

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

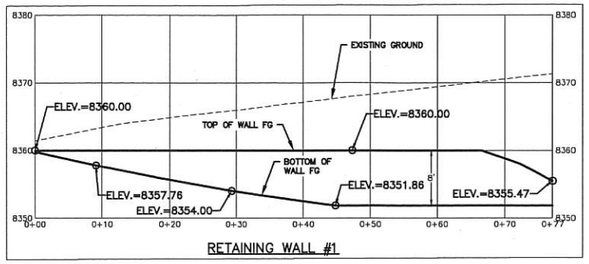
LOT 1, B2 EAST SUBDIVISION
OVERALL RETAINING WALL PLAN

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--21.dwg

SHEET 1 OF 3



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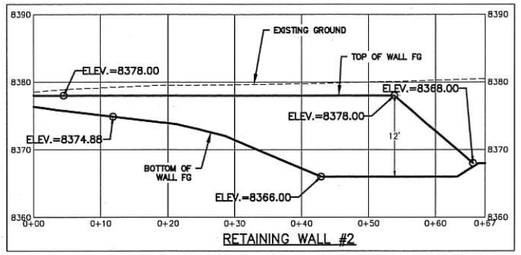

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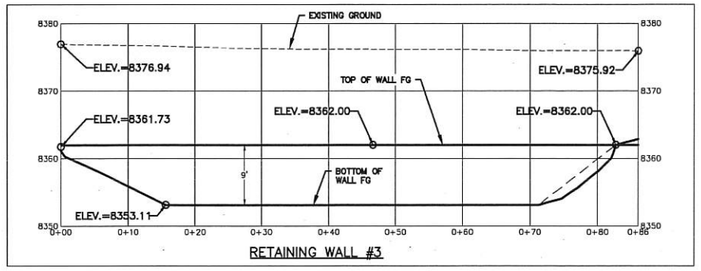

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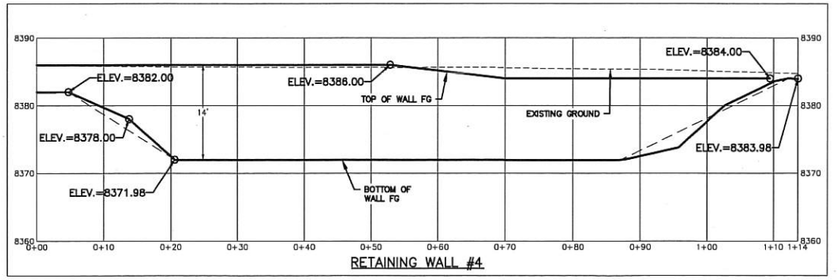

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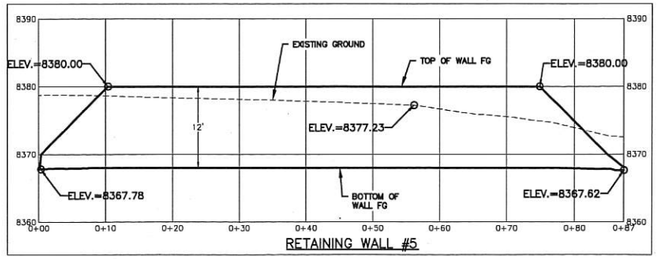

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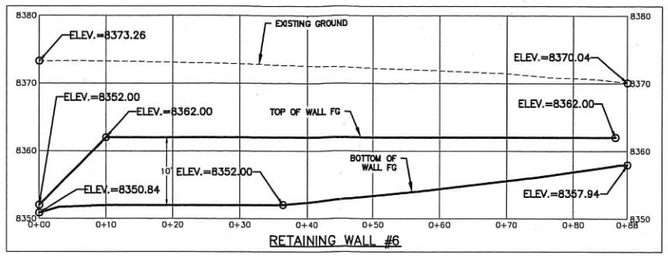

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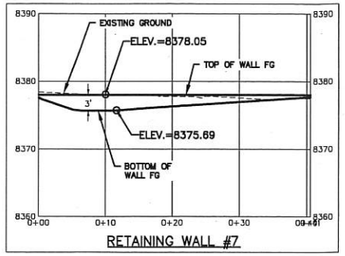

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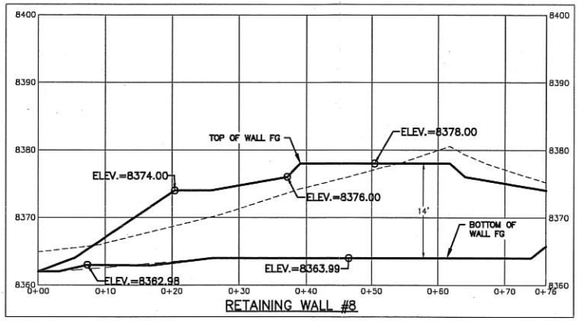
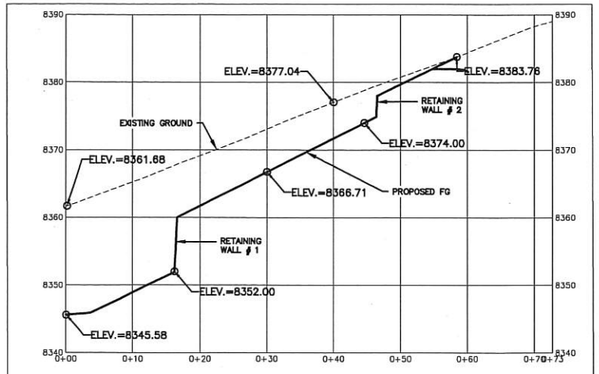


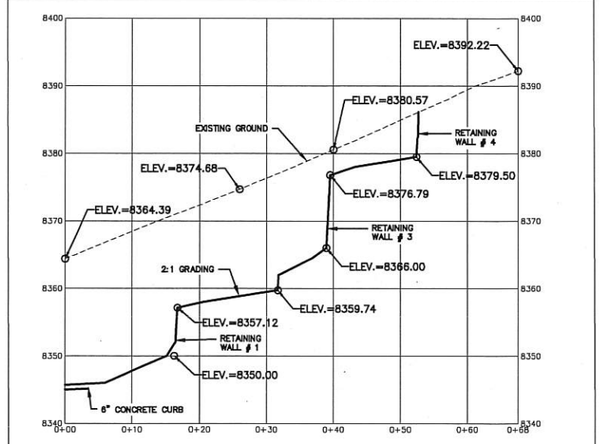
RETAINING WALL #8

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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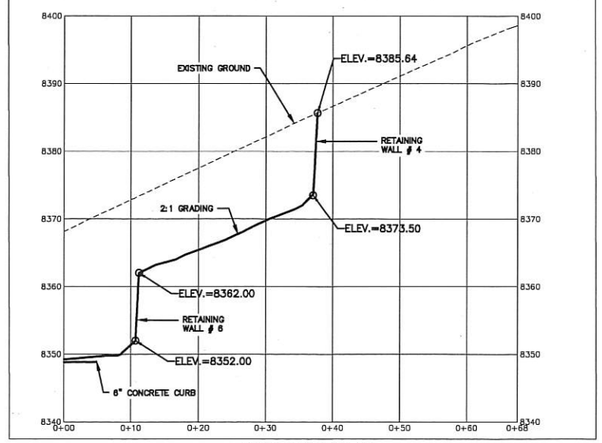

CROSS SECTION #3

10' 0 10' 20'

(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

GUARDSMAN ROAD (SR-224) PUBLIC ROAD

TWISTED BRANCH ROAD (PRIVATE ROAD)

MARSAC AVENUE (A 50' WIDE PUBLIC RIGHT-OF-WAY)

LOT 1, B2 EAST SUBDIVISION PLAT

PARCEL PCA-5-98-5D

12' SIDE SETBACK

15' REAR SETBACK

20' FRONT SETBACK

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

RETAINING WALL #3

RETAINING WALL #4

RETAINING WALL #5

RETAINING WALL #6

RETAINING WALL #7

RETAINING WALL #8

APPROX. LOCATION OF PROPOSED CONDO

PROPOSED CONDO ROAD

APPROX. LOCATION OF PROPOSED LOBBY

EMPIRE LODGE DRIVEWAY

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LUCKY JACK SKI RUN

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CHAIRLIFT TOWER

LINE TYPE LEGEND

ESS	EXISTING SEWER	X	EXISTING FENCE
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PROFESSIONAL ENGINEER No. 4857264 MICHAEL DEMKOWICZ 06/04/2021 STATE OF UTAH

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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 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.

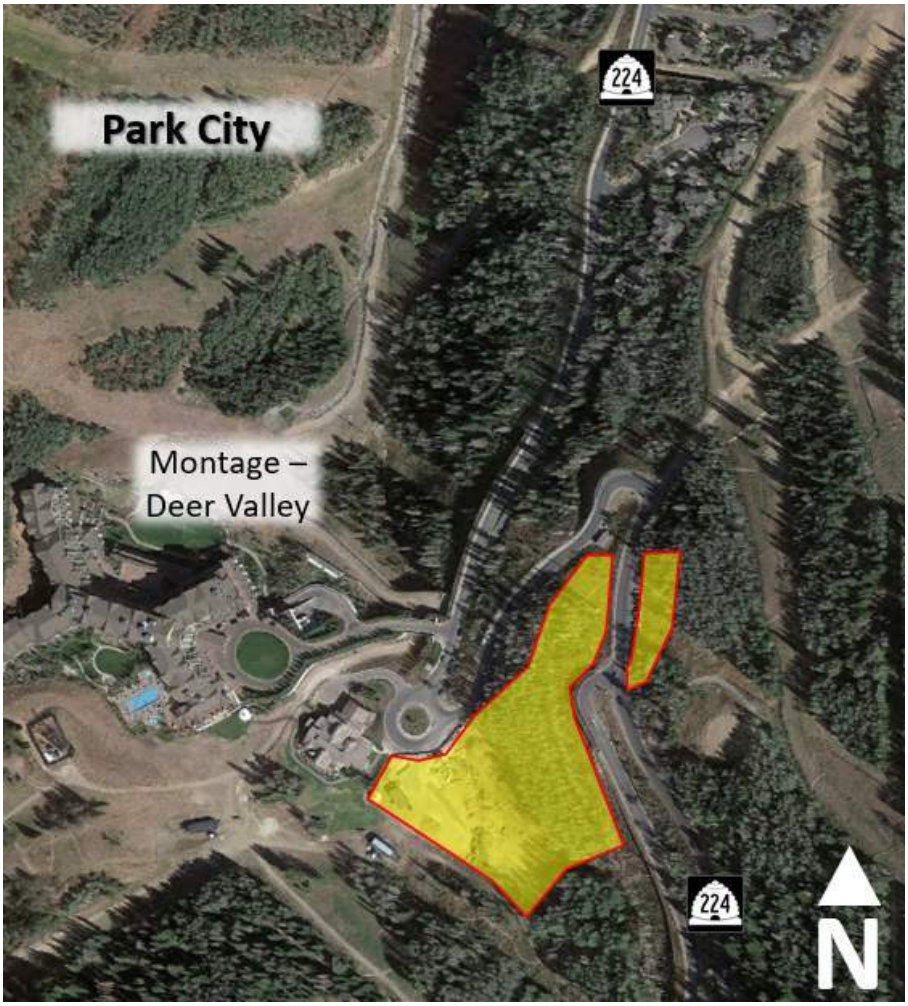


Figure 1: Vicinity map of the proposed development in Park City, Utah

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.

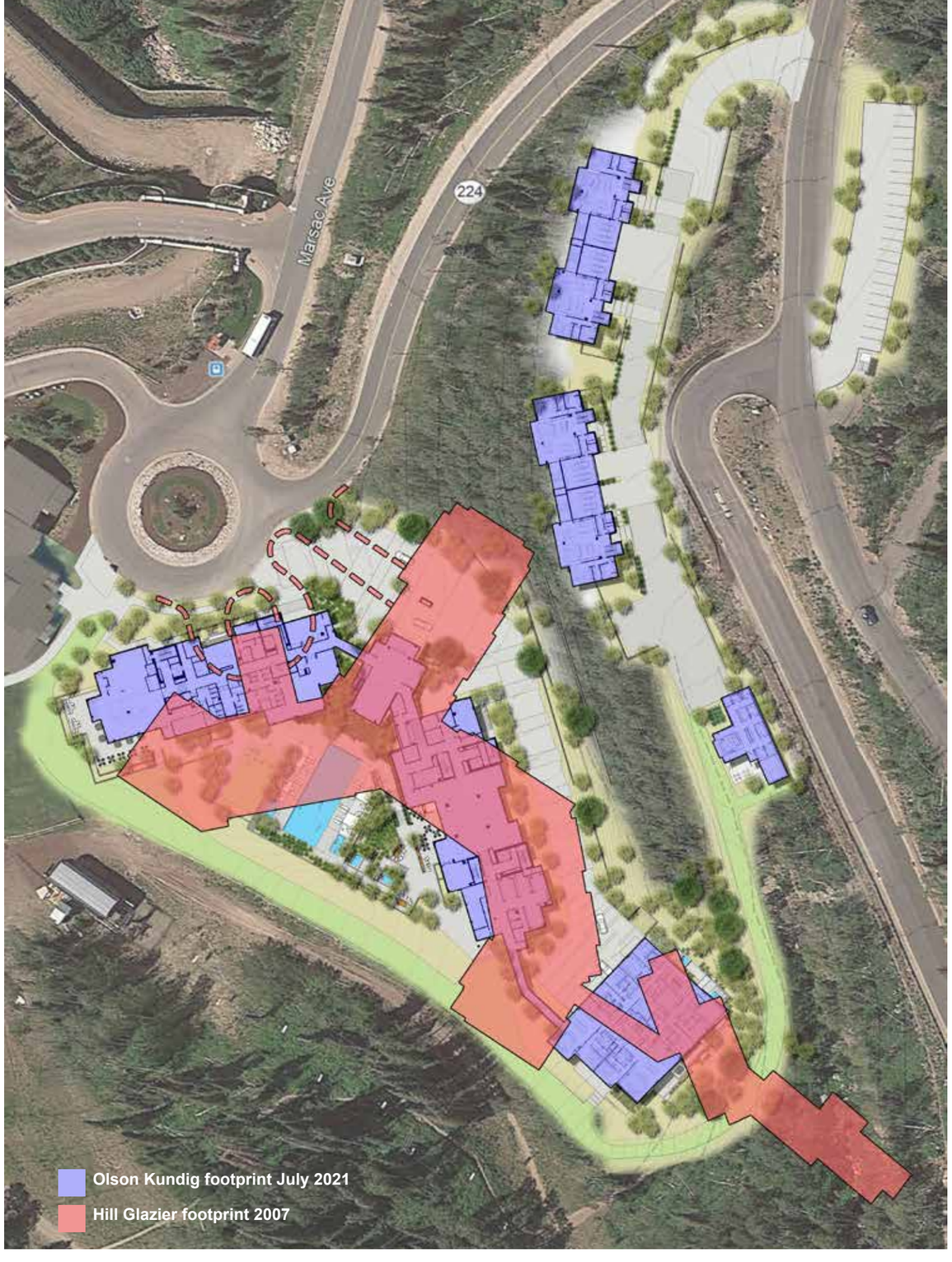
Conclusions

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.

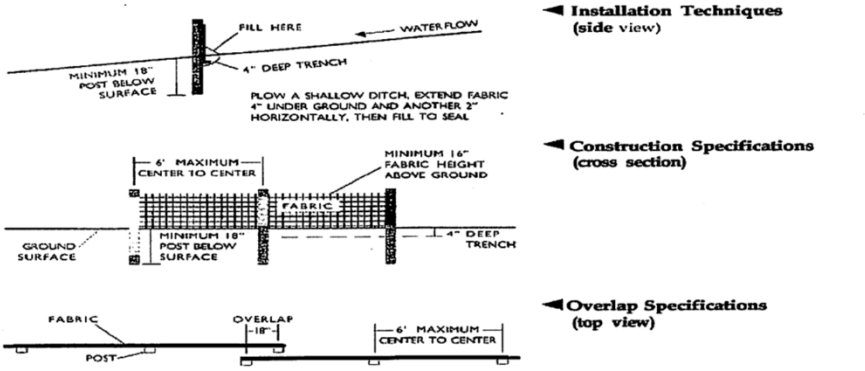
11. **Construction Sign:**
    Project information signs will be posted at the upper and lower entrances to the construction site. Signs will comply with Empire Pass and PCMC requirements. No other construction signs are planned.

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.).

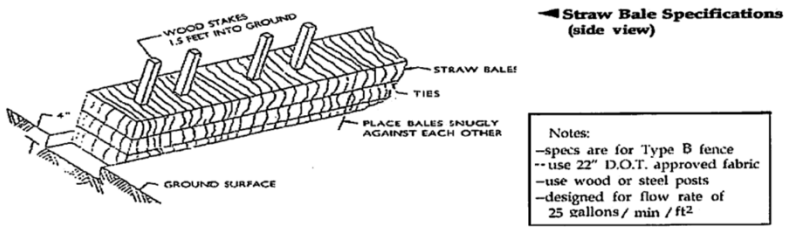
13. **Soils Ordinance:**
    Under EPA oversight, the property was subject to three years of environmental clean-up including extensive export of contaminated soil. The property received a Notice of Completion from the EPA in August 2018 following removal of contaminated soil down to clean native soil.

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.

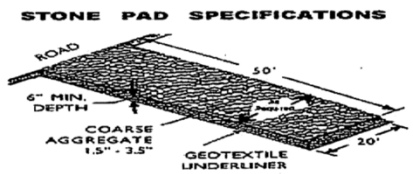
Park City Silt Screen Installation



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]

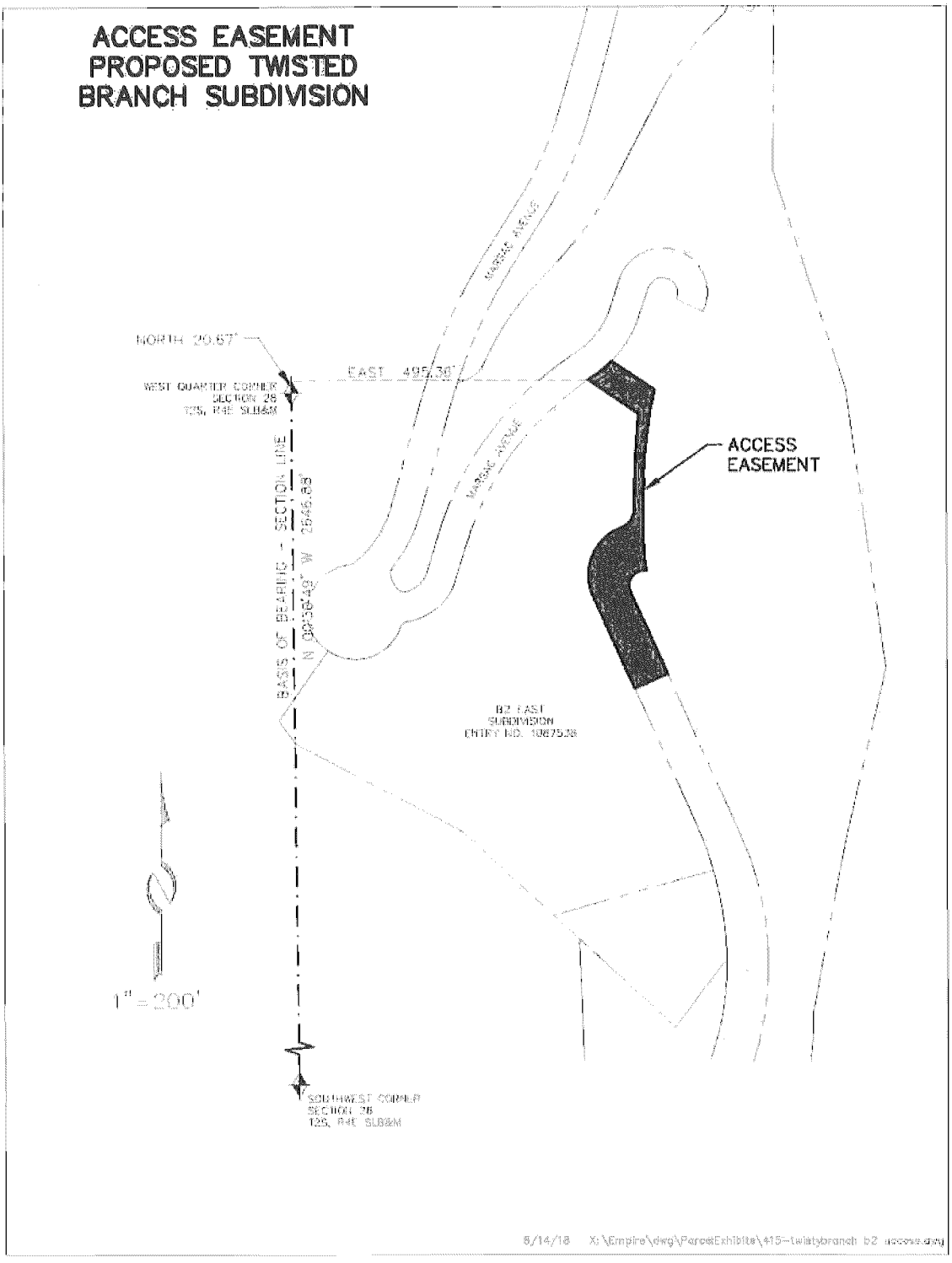
A parcel of land located in the west half of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

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.

This conditional access permit does NOT allow construction or other activities within a state right-of-way. An encroachment permit must be separately applied for and issued before any construction within a state right-of-way may commence. Work on UDOT's right-of-way is seasonally restricted from October 15 to April 15. Work is not allowed on the right-of-way during the AM/PM peak traffic hours of 6:00 A.M. to 9:00 A.M. and 3:30 P.M. to 6:00 P.M. Some exceptions to this A.M./P.M. peak travel work restriction may be permissible for low AADT routes in rural areas. Any such exception requires special Region approval and must be explicitly stated on the approved encroachment permit.

Authorizing Name (printed)	Nazee Treweek	Authorizing Name (signed)	Nazee Treweek

TERMS, CONDITIONS, AND LIMITATIONS

Special Limiations: Any safety issues that may arise due to this access will bring this access up for review by UDOT.

1. A copy of this permit must be posted in a conspicuous location and be available for immediate review at the location of the permitted activity. No exceptions.
2. This agreement and/or permit is UDOT approval only. The permittee is responsible for obtaining clearances, authorizations, or permits from railroads, private property owners, other utility owners, and other government agencies as may also be required.
3. By the accepting this permit, the permittee acknowledges the hazardous nature of conducting activities within the right-of-way and assumes full responsibility in the event of an accident or other incident involving death, injury, or damages to any party resulting from the permittee's authorized use of the right-of-way.
4. All work performed under this permit must be in accordance with UDOT approved plans and standard drawings unless otherwise stated in writing.
5. The primary function of the highway is for transportation purposes. All other highway purposes are subordinate to this primary purpose. By conducting the activities authorized by this permit, the permittee agrees to timely prosecute the permitted activities in a manner that minimizes transportation-related impacts including but not limited to; ensuring overall site safety as an overarching priority, and by applying systematic efforts to minimize, or shorten, the project schedule.
6. UDOT may cancel, suspend, or revoke this permit due to:

   A) Non-compliance with the permit provisions including terms, conditions, and limitations
   B) Deviating from the approved permit provisions without written authorization

C) Misrepresentation(s) discovered on the originating application, or associated documents
D) Adverse weather or traffic conditions
E) Concurrent transportation construction or maintenance operations in conflict with the permit
F) Any condition deemed unsafe for workers or for the traveling public
G) Any other condition that arises where work stoppage may be warranted for cause

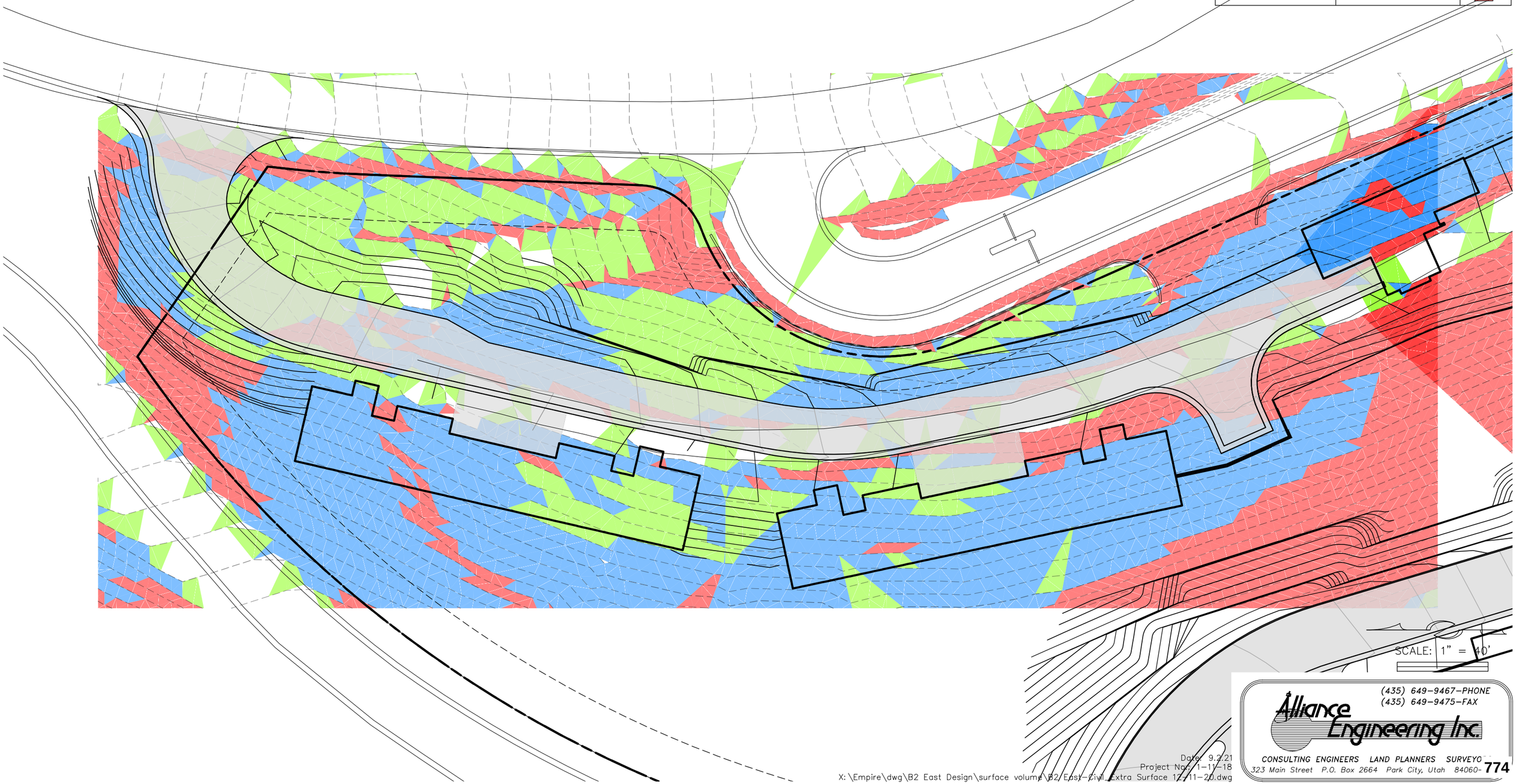
In the event of a cancellation, suspension, or revocation the permittee shall promptly terminate occupancy of the right-of-way.

7. At all times the permittee and all activities authorized under this permit will comply with all applicable federal and state constitutions, law, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
8. Use current edition of UDOT standard drawings for traffic control. Use Utah MUTCD standards for traffic control elements not shown in UDOT standard drawings. Traffic control must be maintained at the encroachment site for the entire encroachment period.
9. Before constructing the access connection authorized by this conditional access permit, an encroachment permit must be secured first.
10. The permittee agrees to maintain the permitted access in a professional workmanlike manner, free from physical defects including but not limited to potholes or other similar substandard conditions for the life of the permit. The permit holder's maintenance-related responsibilities shall extend to UDOT's edge of asphalt where said permitted access physically connects to UDOT's main traveled way and shall be guaranteed in perpetuity. Failure to properly maintain said private access point shall be grounds for permit revocation and for the closure of the permitted access point.

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-

774

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

Alliance Engineering Inc.
(435) 649-9467-PHONE
(435) 649-9475-FAX
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

12' SIDE SETBACK

20' FRONT 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 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

TWISTED BRANCH ROAD (PRIVATE ROAD)

15' REAR SETBACK

LOT 2, B2 EAST SUBDIVISION PLAT

SKI LOCKER BUILDING
MAIN LEVEL=8424.50

INSTALL RETAINING WALL. H=9FT MAX

INSTALL RETAINING WALL. H=8FT 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 MSE WALL. HEIGHT VARIES, H_{MAX}=13FT

INSTALL RETAINING WALL. H=14FT MAX

INSTALL RETAINING WALL. H=4FT MAX

BLEND 1:1 GRADING INTO WALLS

INSTALL RETAINING WALL. H=10FT MAX

INSTALL RETAINING WALL. H=10FT MAX

2:1 GRADING

1:1 GRADING BETWEEN WALLS

INSTALL RETAINING WALL. H=12FT MAX

INSTALL RETAINING WALL. H=10FT MAX

2:1 GRADING

INSTALL 6" CURB

3' SHOULDER AT 5:1 GRADING

MAINTAIN EXISTING VEGETATION PROVIDE SELECTIVE TREE REMOVAL

20' FRONT SETBACK

LOT 1, B2 EAST SUBDIVISION PLAT

MARSAC AVENUE (A 50' WIDE PUBLIC RIGHT-OF-WAY)

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

12' SIDE SETBACK

REMOVE PORTION OF MSE WALL FOR SEWER MAIN INSTALLATION & GRADE 2:1 DOWN SLOPE.

2:1 GRADING

INSTALL 80LF ROCK WALL, H=4' MAX.

INSTALL RETAINING WALL. H=12FT MAX

CONNECT SKI RUN TO EXISTING ROAD, S=12%

1.5:1 GRADING

12' SIDE SETBACK

INSTALL ROCK WALL H=3.5FT MAX @ SE CORNER, CONNECT TO BUILDING.

RELOCATED MID-MOUNTAIN TRAIL

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

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

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

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.

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
08/04/2021
STATE OF UTAH

30' 0 30' 60'

Alliance Engineering Inc
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

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

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.

This conditional access permit does NOT allow construction or other activities within a state right-of-way. An encroachment permit must be separately applied for and issued before any construction within a state right-of-way may commence. Work on UDOT's right-of-way is seasonally restricted from October 15 to April 15. Work is not allowed on the right-of-way during the AM/PM peak traffic hours of 6:00 A.M. to 9:00 A.M. and 3:30 P.M. to 6:00 P.M. Some exceptions to this A.M./P.M. peak travel work restriction may be permissible for low AADT routes in rural areas. Any such exception requires special Region approval and must be explicitly stated on the approved encroachment permit.

Authorizing Name (printed)	Nazee Treweek	Authorizing Name (signed)	Nazee Treweek

TERMS, CONDITIONS, AND LIMITATIONS

Special Limiations: Any safety issues that may arise due to this access will bring this access up for review by UDOT.

1. A copy of this permit must be posted in a conspicuous location and be available for immediate review at the location of the permitted activity. No exceptions.
2. This agreement and/or permit is UDOT approval only. The permittee is responsible for obtaining clearances, authorizations, or permits from railroads, private property owners, other utility owners, and other government agencies as may also be required.
3. By the accepting this permit, the permittee acknowledges the hazardous nature of conducting activities within the right-of-way and assumes full responsibility in the event of an accident or other incident involving death, injury, or damages to any party resulting from the permittee's authorized use of the right-of-way.
4. All work performed under this permit must be in accordance with UDOT approved plans and standard drawings unless otherwise stated in writing.
5. The primary function of the highway is for transportation purposes. All other highway purposes are subordinate to this primary purpose. By conducting the activities authorized by this permit, the permittee agrees to timely prosecute the permitted activities in a manner that minimizes transportation-related impacts including but not limited to; ensuring overall site safety as an overarching priority, and by applying systematic efforts to minimize, or shorten, the project schedule.
6. UDOT may cancel, suspend, or revoke this permit due to:

   A) Non-compliance with the permit provisions including terms, conditions, and limitations
   B) Deviating from the approved permit provisions without written authorization

C) Misrepresentation(s) discovered on the originating application, or associated documents
D) Adverse weather or traffic conditions
E) Concurrent transportation construction or maintenance operations in conflict with the permit
F) Any condition deemed unsafe for workers or for the traveling public
G) Any other condition that arises where work stoppage may be warranted for cause

In the event of a cancellation, suspension, or revocation the permittee shall promptly terminate occupancy of the right-of-way.

7. At all times the permittee and all activities authorized under this permit will comply with all applicable federal and state constitutions, law, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
8. Use current edition of UDOT standard drawings for traffic control. Use Utah MUTCD standards for traffic control elements not shown in UDOT standard drawings. Traffic control must be maintained at the encroachment site for the entire encroachment period.
9. Before constructing the access connection authorized by this conditional access permit, an encroachment permit must be secured first.
10. The permittee agrees to maintain the permitted access in a professional workmanlike manner, free from physical defects including but not limited to potholes or other similar substandard conditions for the life of the permit. The permit holder's maintenance-related responsibilities shall extend to UDOT's edge of asphalt where said permitted access physically connects to UDOT's main traveled way and shall be guaranteed in perpetuity. Failure to properly maintain said private access point shall be grounds for permit revocation and for the closure of the permitted access point.

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.

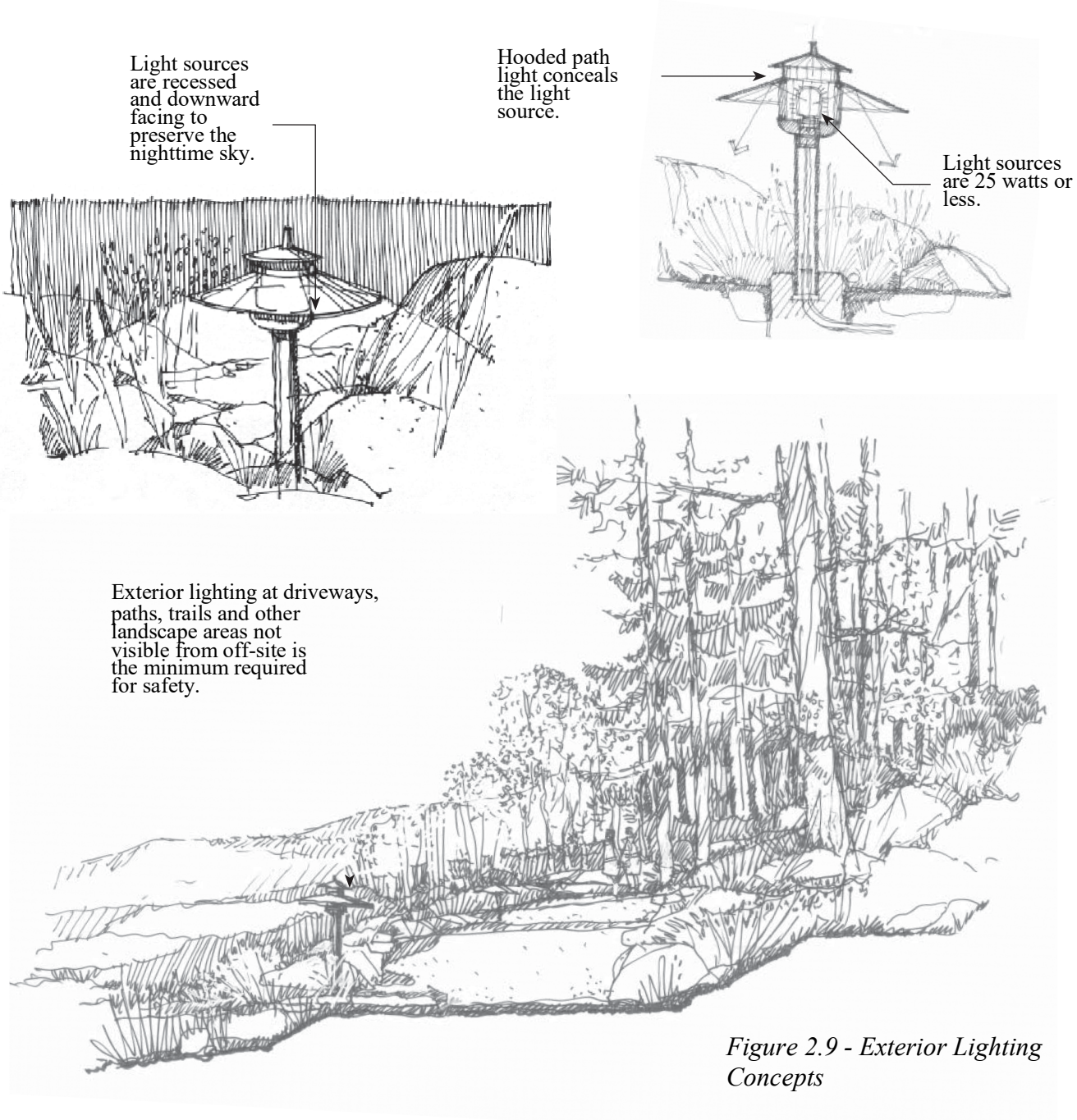


Figure 2.9 - Exterior Lighting Concepts

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

0 50' 100' 150'

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

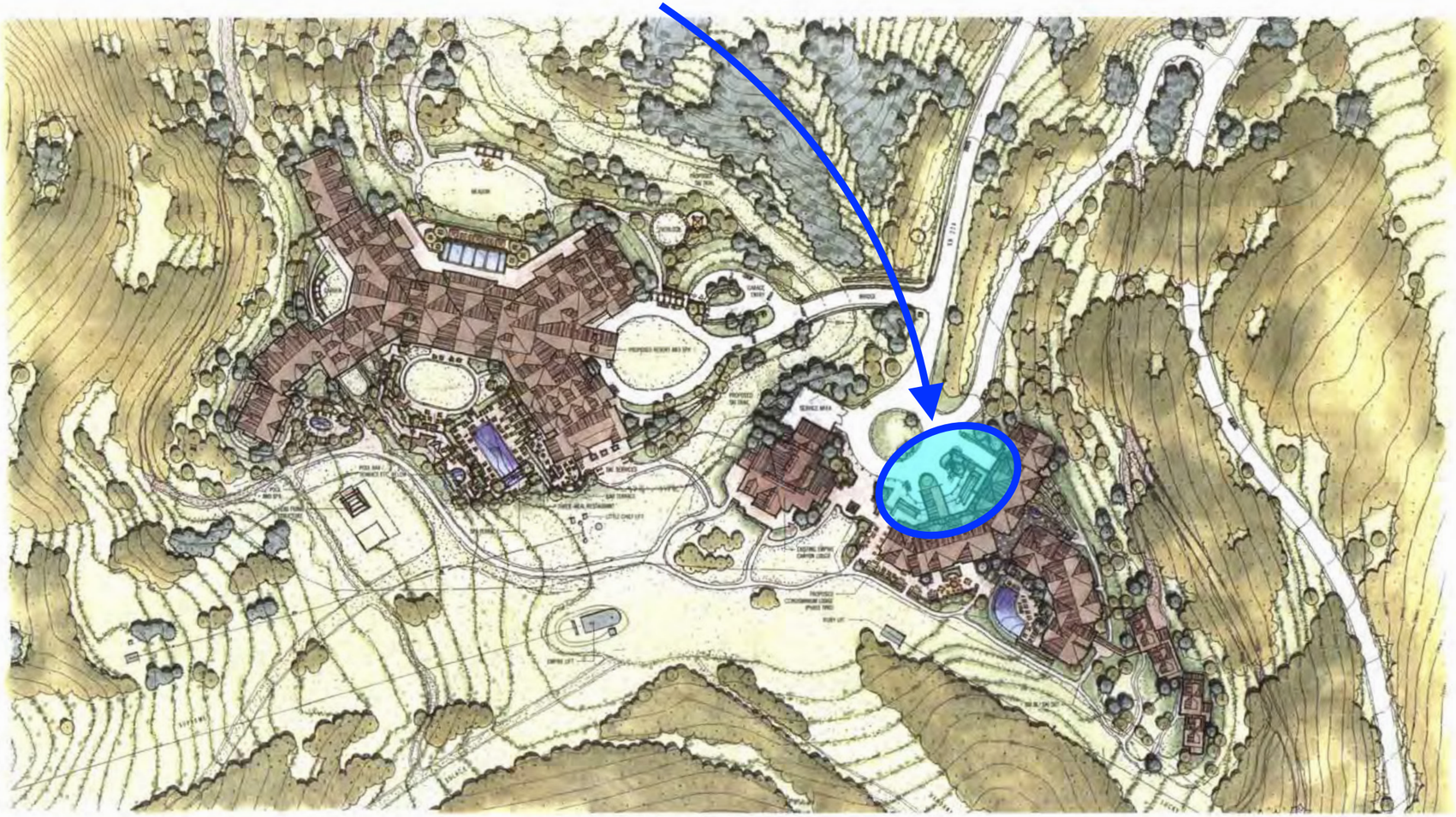
Trish Waterman, Empire Pass MOA Director
On behalf of the Empire Pass Design Review Board

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

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A
C
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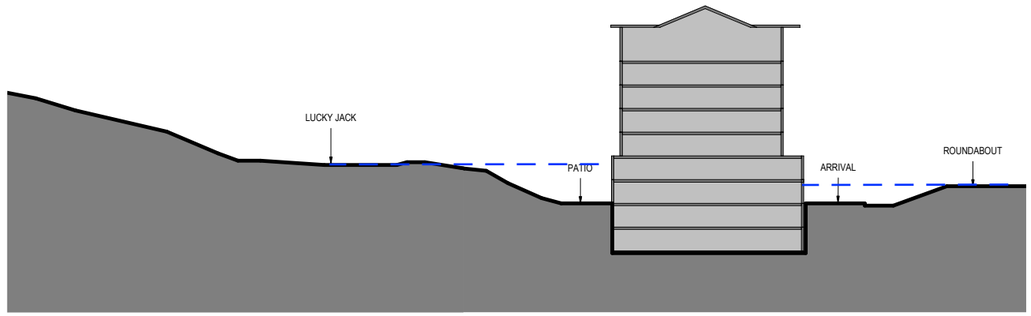
PARCEL A
EDGE OF DEER VALLEY BUFFER EASEMENT
EDGE OF DEER VALLEY SKI EASEMENT
PROPERTY LINES
Potential Future Ski Trail
Ladder Truck Accessible
No Fire Access
N
0
50'
100'
150'

Olson Kundig April 16th, 2021

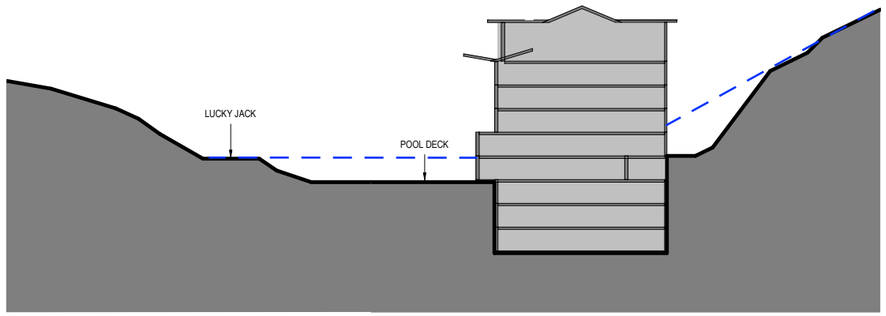
Sommet Blanc (B2 East) - CUP & MPD Amendment
Exhibit 5 - Hill Glazier Plans



Patio well below Lucky Jack

A HILL GLAZIER -SECTION A

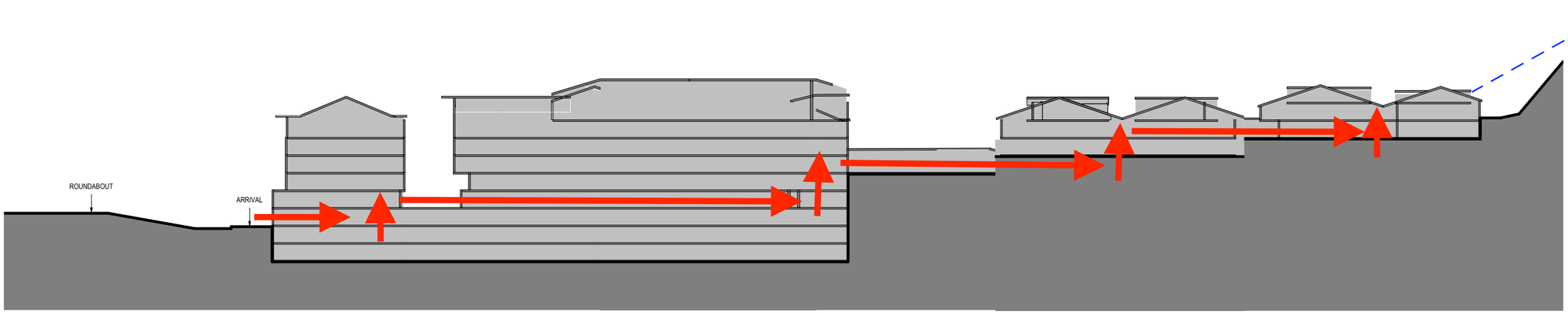
Arrival below roundabout



Pool deck well below Lucky Jack

B HILL GLAZIER -SECTION B

Massive cut slope at rear of building

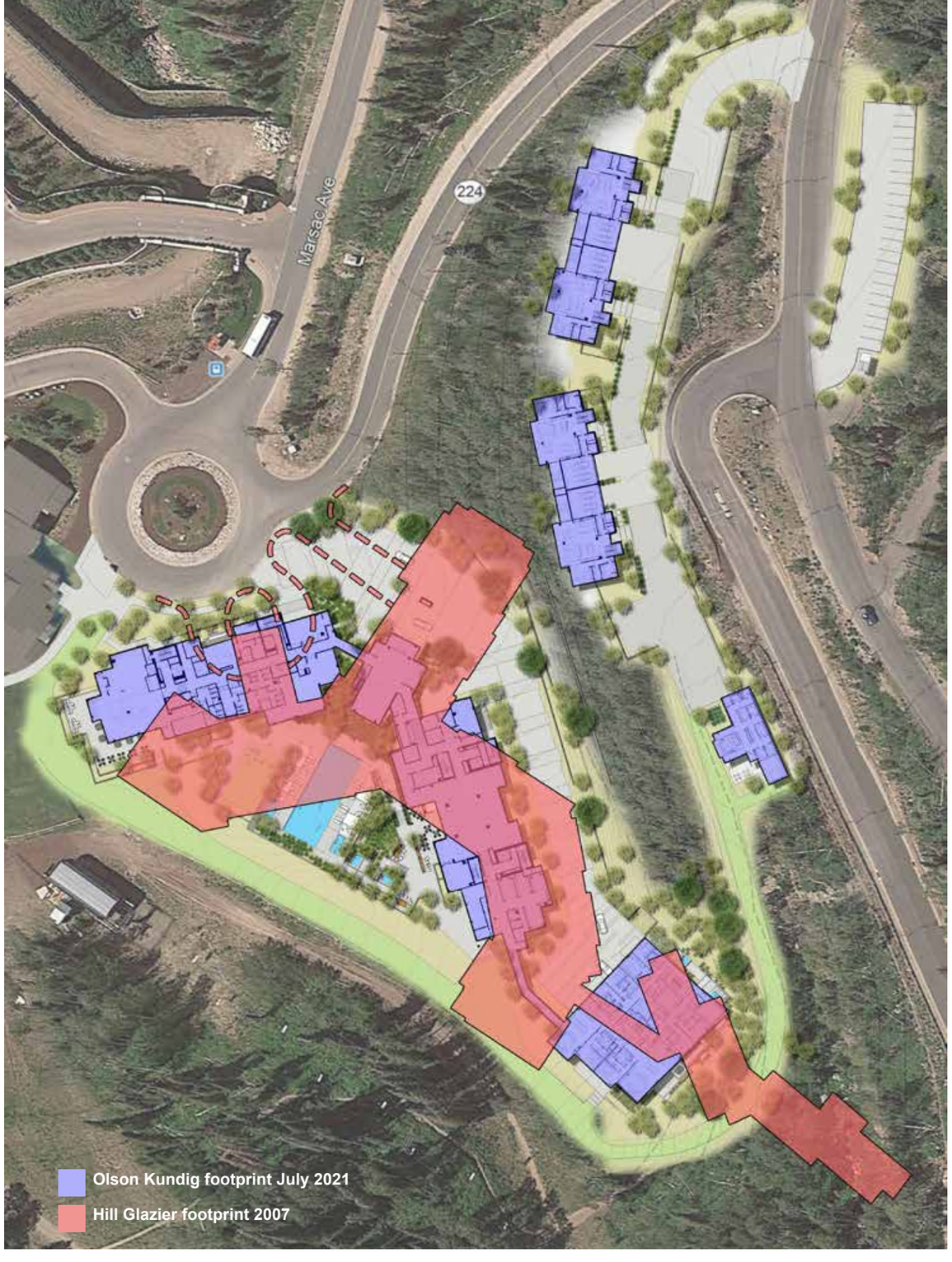


Arrival below roundabout

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

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

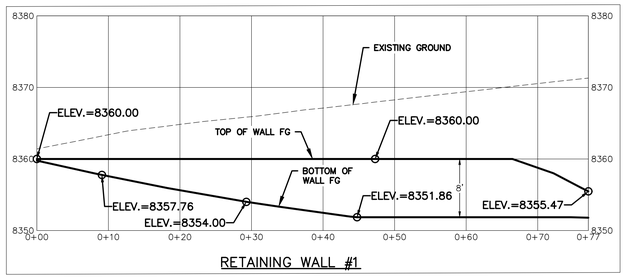
STAFF: MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 06/04/21

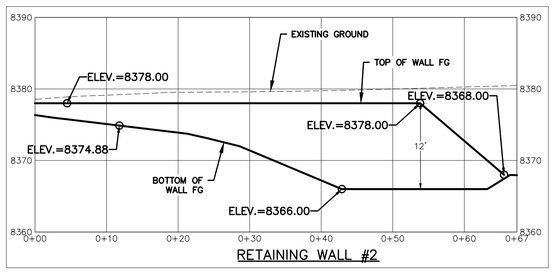
LOT 1, B2 EAST SUBDIVISION
OVERALL RETAINING WALL PLAN

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-[illegible]-21.dwg

SHEET 1 **OF** 3



RETAINING WALL #1



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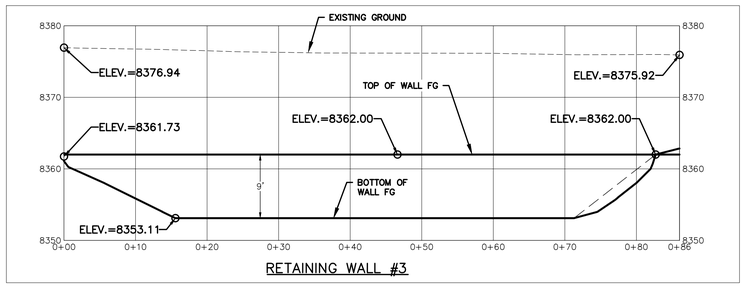

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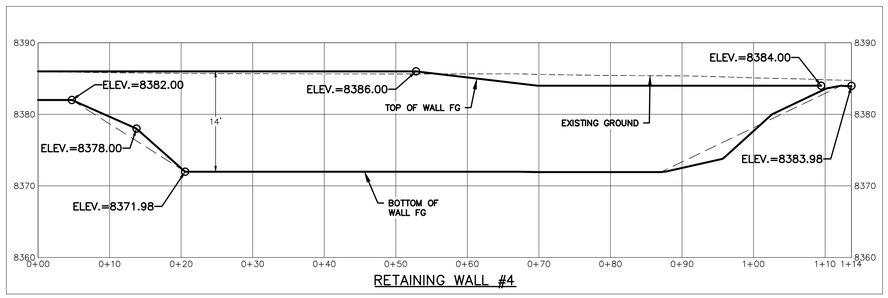

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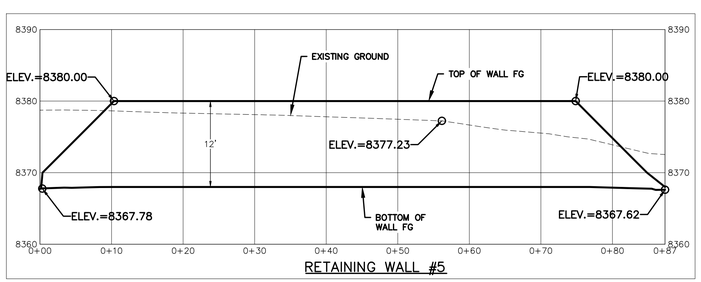

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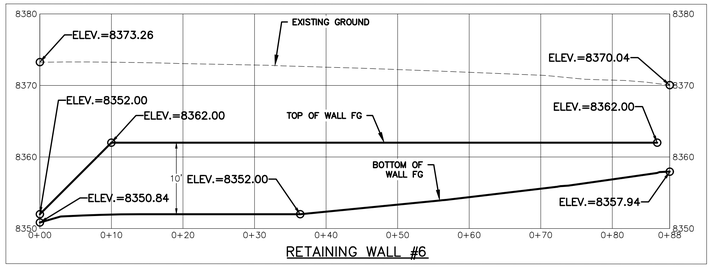

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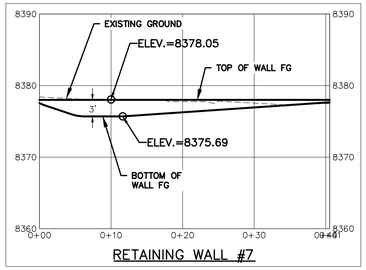

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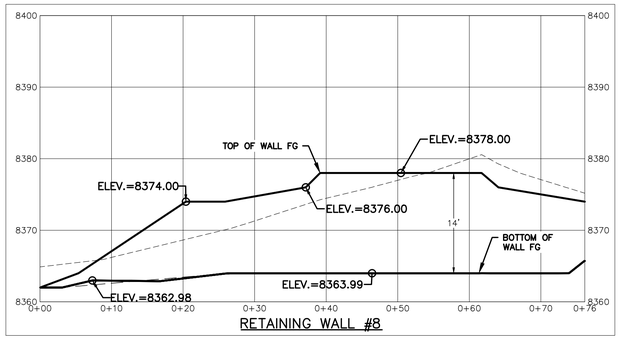
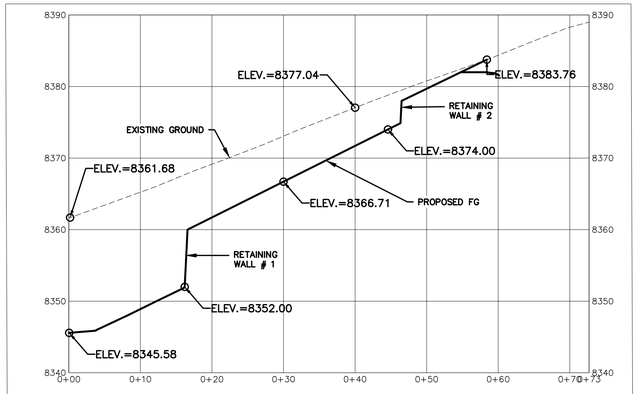


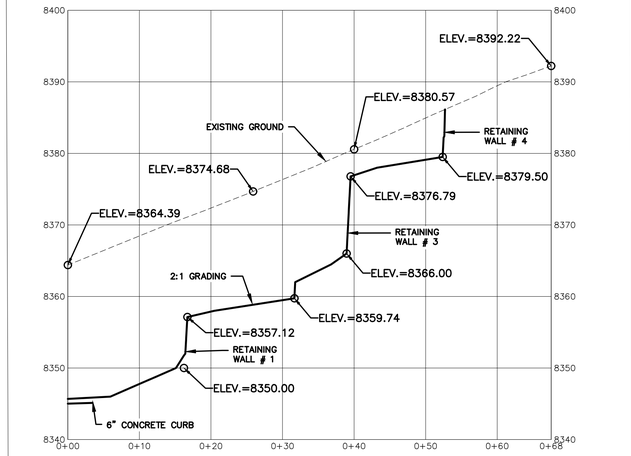
RETAINING WALL #8

NOTE:

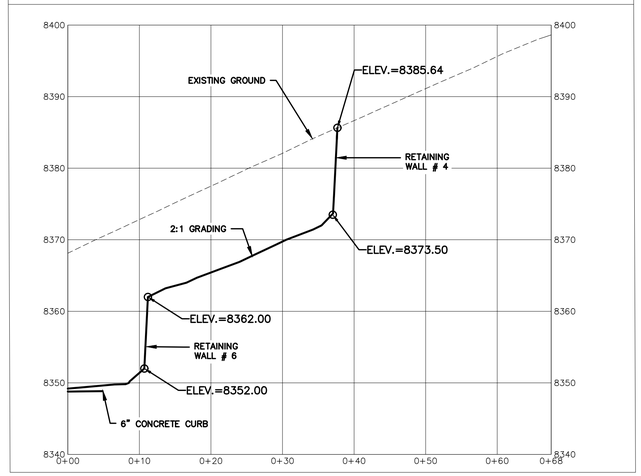
1. BOTTOM OF WALL GRADING TO BE SMOOTH 2:1 OR 1:1 GRADING, REFER TO GRADING PLAN SHEET.
2. DASHED LINE ON PROFILES TO REPRESENT SMOOTH BOTTOM OF WALL GRADING.



CROSS SECTION #1



CROSS SECTION #2



CROSS SECTION #3

10' 0 10' 20'

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
06/04/2021
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

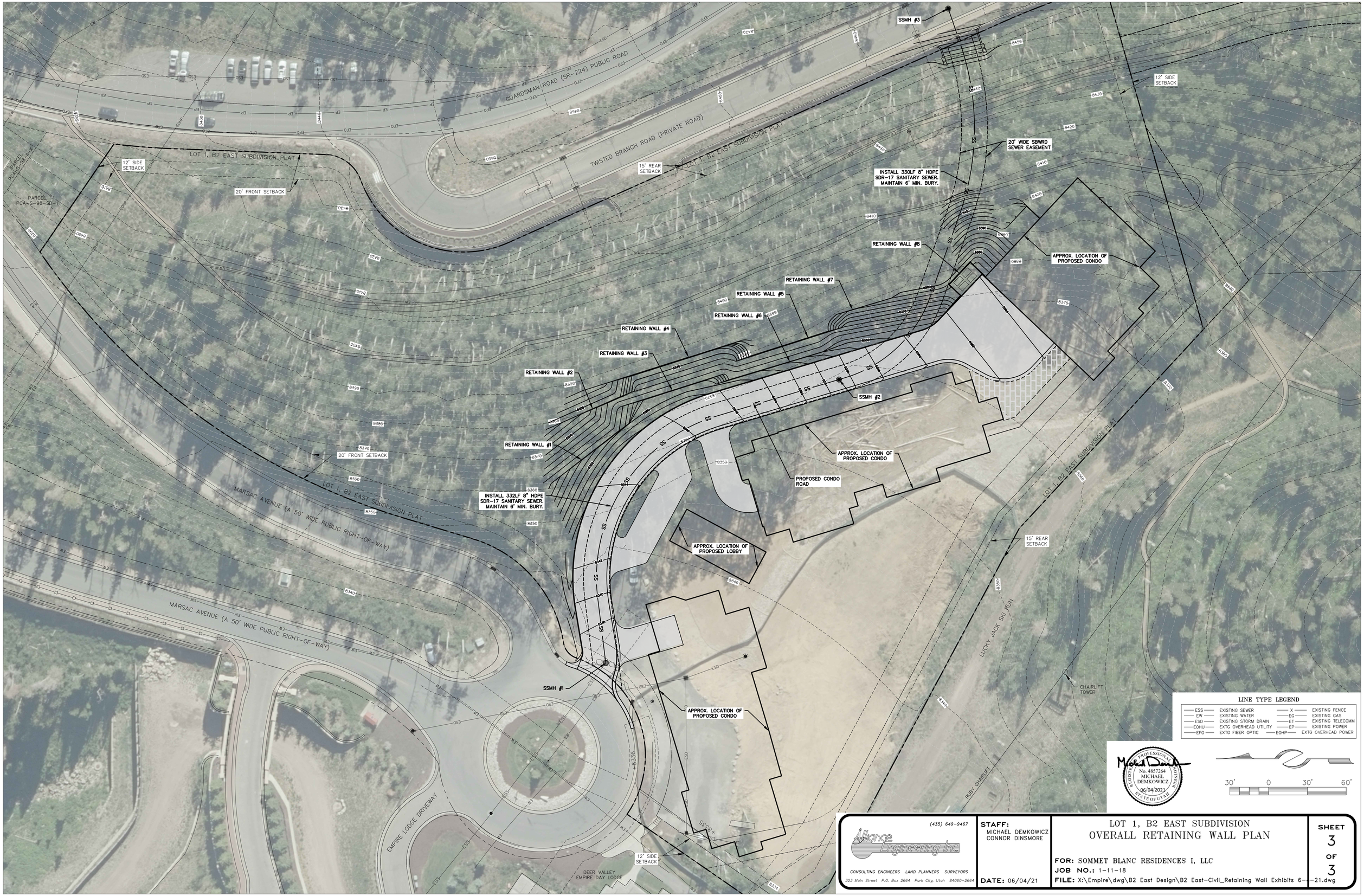
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

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



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

PROFESSIONAL ENGINEER No. 4857264 MICHAEL DEMKOWICZ 06/04/2021 STATE OF UTAH

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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 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)

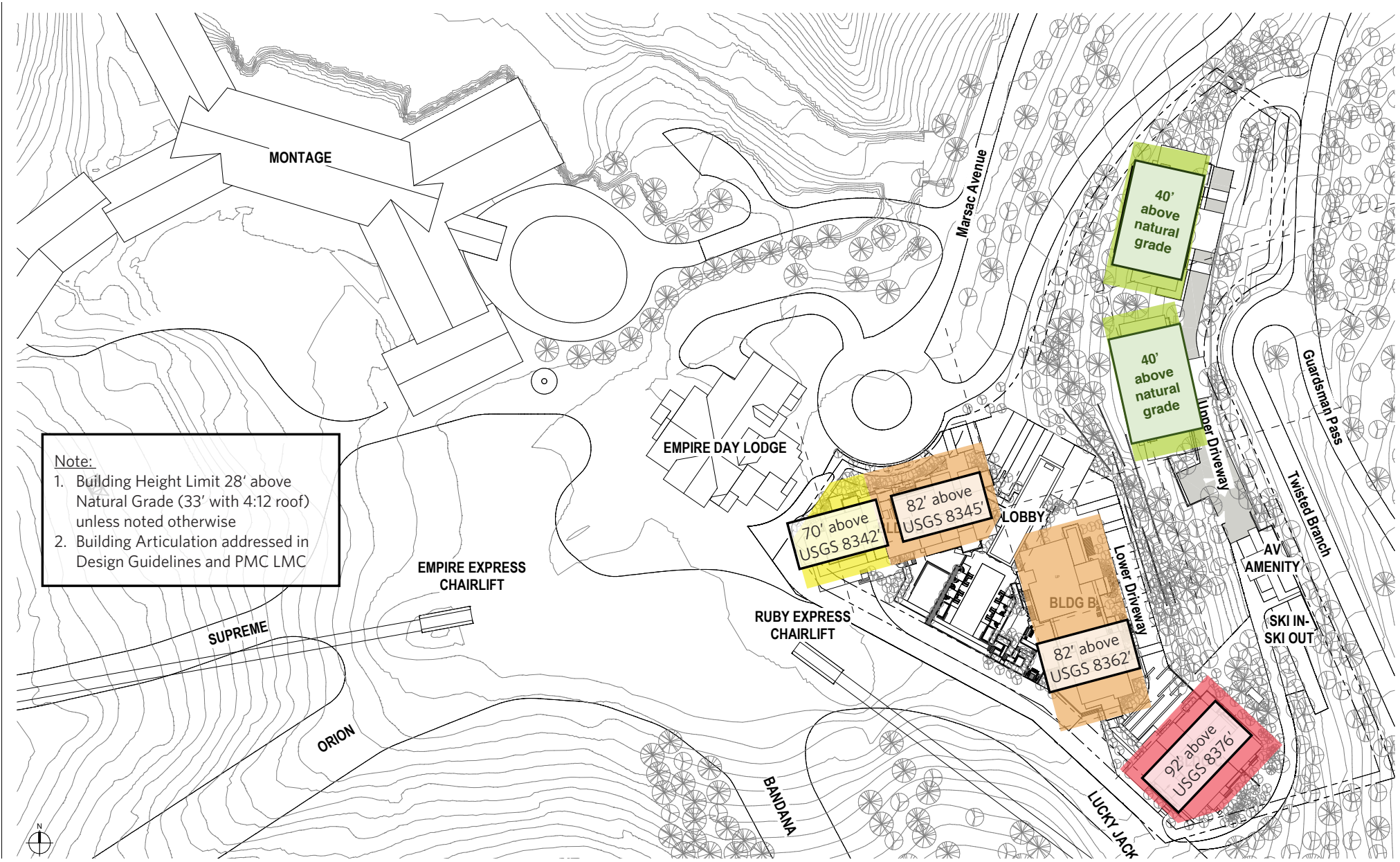
SINGLE FAMILY LOTS

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%**


MONTAGE
Marsac Avenue
40' above natural grade
40' above natural grade
Upper Driveway
Guardsman Pass
Twisted Branch
EMPIRE DAY LODGE
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
70' above USGS 8342'
82' above USGS 8345'
LOBBY
AV AMENITY
Lower Driveway
BLDG B
SKI IN-SKI OUT
EMPIRE EXPRESS CHAIRLIFT
RUBY EXPRESS CHAIRLIFT
82' above USGS 8362'
92' above USGS 8376'
SUPREME
ORION
BANDANA
LUCKY JACK

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.

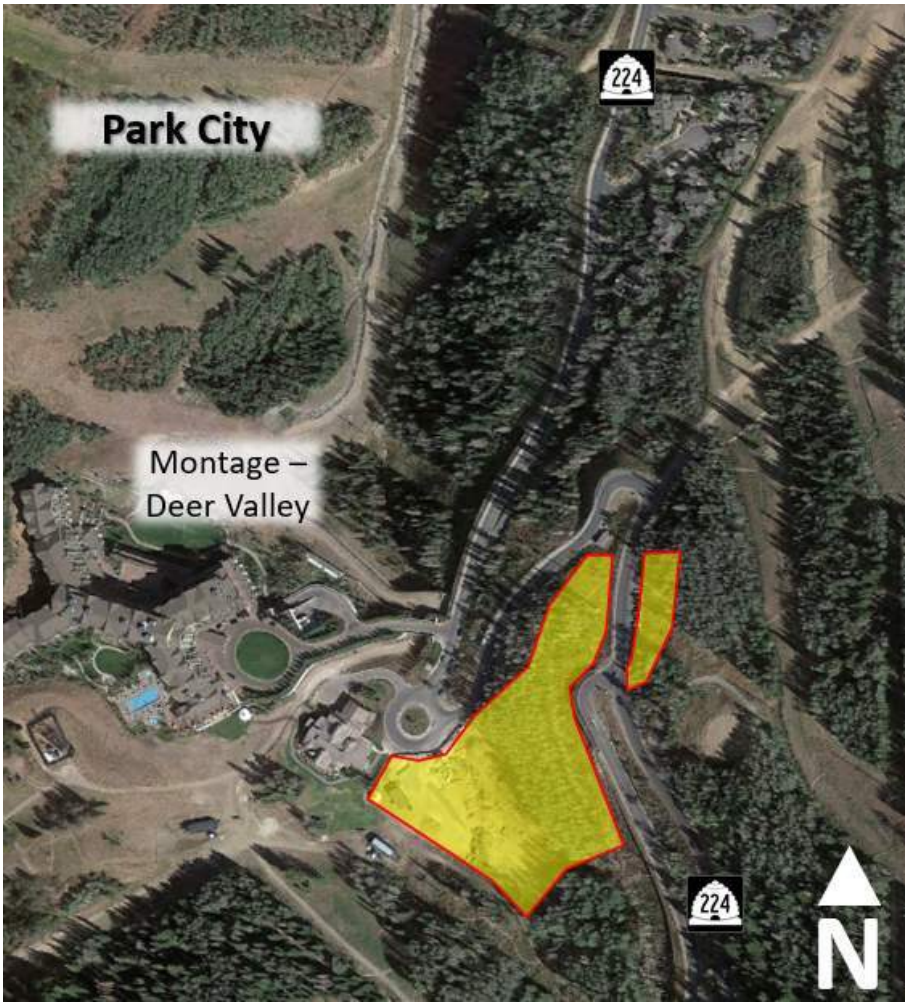


Figure 1: Vicinity map of the proposed development in Park City, Utah

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.

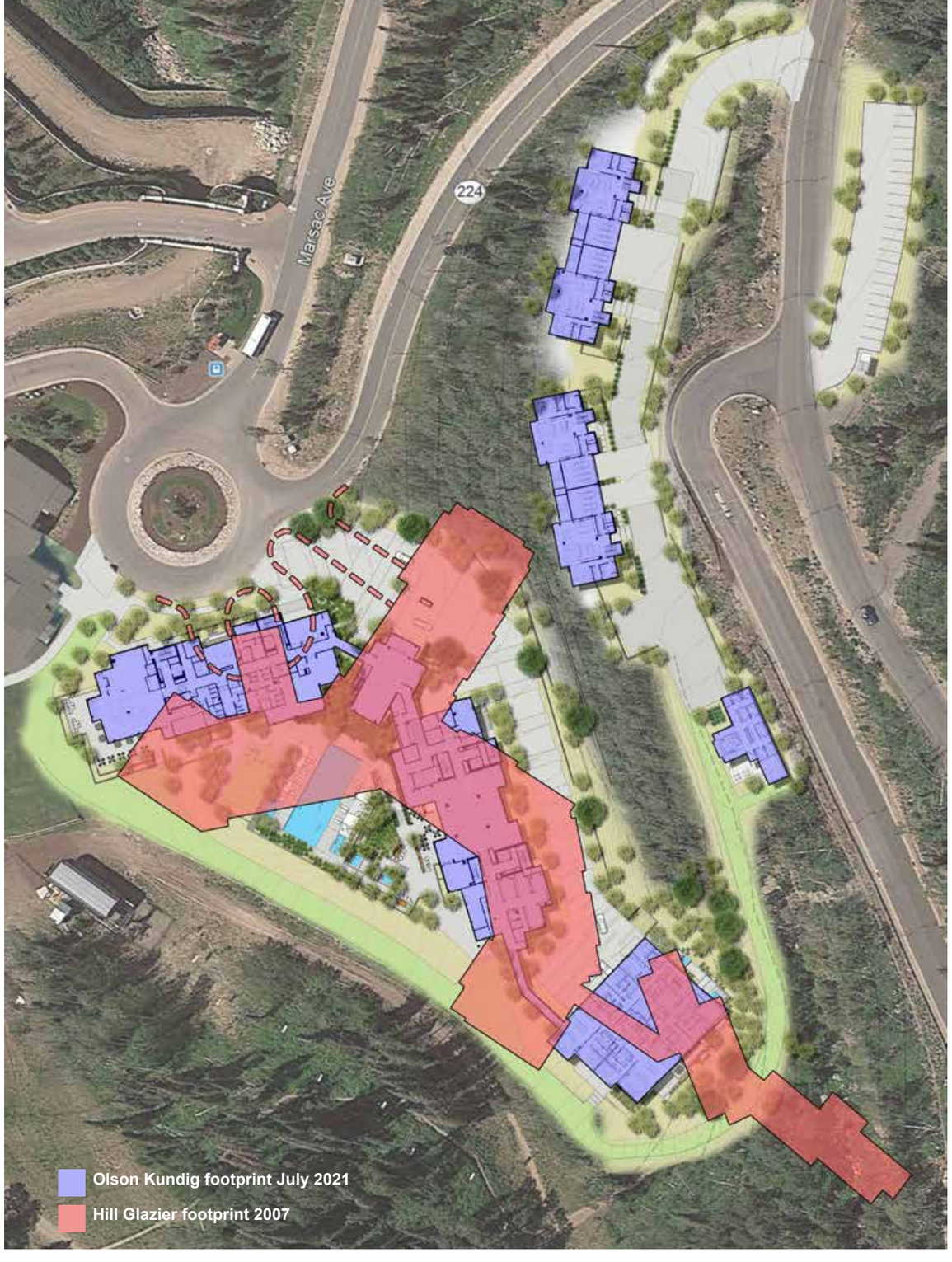
Conclusions

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