



**PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
May 26, 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, May 26, 2021.

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.

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.

MEETING CALLED TO ORDER AT 5:30 PM.

1.ROLL CALL

2.MINUTES APPROVAL

3.PUBLIC COMMUNICATIONS

4.STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

5.CONTINUATIONS

6.CONSENT AGENDA

7.WORK SESSION

- 7.A. 9300 Marsac Ave (Sommet Blanc/B2East Parcel) – Applicant is Requesting a Work Session Before the Planning Commission Prior to Public Hearings for 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, and 5 Condominium Villas on the North-eastern Portion of the Site on the B2East Parcel. PL-20-04702.

(A) Work Session

[Sommet Blanc Work Session Staff Report 5.26.21](#)

Exhibit A: Revised Applicant Submittal 4.18.21
Exhibit B: 2007 B2 Master Planned Development
Exhibit C: 2007 Amended Flagstaff Development Agreement
Exhibit D: Pod B-2 Subdivision Plat
Exhibit E: B2East Plat Original
Exhibit F: Development Covenant
Exhibit G: 'Working Copy' Plat
Exhibit H: B2 East Sub Ordinance Exhibit
Exhibit I: Landscape Renderings Updated
Exhibit J: Minor Amendment Request / Additional Information 3.18.21
Preliminary Construction Mitigation Plan

8.REGULAR AGENDA

9.ADJOURN

A majority of PLANNING COMMISSION members may meet socially after the meeting. If so, the location will be announced by the PLANNING COMMISSION Chair Person. City business will not be conducted. 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. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

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

Planning Commission Staff Report



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: Brendan Conboy, Senior Planner

Date: May 26, 2021

Type of Item: Administrative – Work Session

Updated Report: For additional background information from the March 24, 2021, meeting, please see the [Staff Report](#) and [Minutes](#).

Summary Recommendations

Staff recommends the Planning Commission hold a Work and provide feedback and direction to staff and the applicant regarding the Substantive Amendments to the Pod B2 Master Planned Development (MPD) and Flagstaff Development Agreement (Agreement) and determine whether the updated proposed amendments to volumetrics, design, and unit definitions are consistent with the City's long-range vision for this property. Alternatively, the Commission may advise the applicant that they are not interested in amendments to the existing approved volumetrics, design, or unit definitions.

Description

Applicant: Sommet Blanc Residences I LLC /
Douglass Ogilvy and Hannah Tyler

Location: 9300 Marsac Avenue

Zoning: Master Planned Development (MPD) – Residential
Development (RD)

Adjacent Land Uses: Empire Day Lodge, Montage Deer Valley, Deer Valley Ski
Resort

Reason for Review: Work Session prior to Public Hearings

Executive Summary

The applicant, Sommet Blanc Residences I LLC, represented by Douglas Ogilvy and Hannah Tyler, has requested a work session before the Planning Commission prior to public hearings for accompanying applications.

The site is legally described as Lot 1 of the B2 East Subdivision (Parcel B2East), located at 9300 Marsac Avenue, adjacent to the Deer Valley Empire Day Lodge and the Montage Deer Valley. The site is subject to the requirements of the approved 2007 Empire Pass B-2 Master Planned Development (MPD, Exhibit B) as well as the [2007 Amended Flagstaff Development Agreement](#) (Agreement, Exhibit C).

In November 2020, the applicant submitted materials for a Conditional Use Permit application requesting approval of three condominium lodges with 44 residential units, above underground parking, a 3,600 sf public restaurant, and 6 townhome villas within

three duplexes with a detached ancillary ski locker building located on the hillside above the condominiums.

In conversation with the applicant, staff determined that because the applicant is requesting to amend the approved Agreement and the approved volumetric guidelines of the 2007 MPD, the applicant would need to submit a separate application to amend the MPD.

On February 22, 2020, the applicant submitted a Modification of Approval application for amendments to both the Agreement and the MPD, additional materials for the CUP application, and minor revisions to the overall site plan design. The latest submittal shows three condominium buildings with 43 residential units above underground parking, a 3,600 sf public restaurant, and 5 townhome villas, 2 within a duplex and 3 within a triplex building with a detached ancillary ski locker building.

Background

On March 24, 2021, the Planning Commission held an initial work session and determined that the proposals constituted a Substantive Modification to an approved Master Planned Development, per [LMC § 15-6-4\(K\)](#). For additional background information please see the [Staff Report](#) and [Minutes](#).

At the March 24, 2021 meeting, the Planning Commission requested additional information from the applicant regarding:

- The approved volumetrics for the 2007 Hill-Glazier Plan versus what is proposed.
- A better understanding of how the reduction in units affects intensity of use.
- Consideration of the materials and palette for the development to include more warmth.
- A greater understanding of slope issues with the proposed Villa locations.
- Potential fencing around the development.
- Transportation obligations required by the developer and Flagstaff in general.
- Residential Accessory space versus Resort Commercial space.
- Consider smaller and/or additional affordable units.
- How the development connects with the Mid Mountain Trail system and the General Plan for this area.
- A focus on the architecture (Contemporary vs. Craftsman) and the roof pitches.

Updated Information

The applicant has submitted updated information and renderings per the Planning Commission's request's above (Please see Exhibit A).

Per the applicant, the following community benefits will be realized with this development: Community Benefits:

- 1. Amending the DA to permit two 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. Amending the Design Guidelines for the site will facilitate 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.

3. Amending the volumetrics 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.*

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

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

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.

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

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

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

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

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.

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.

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.

Additional comments from applicant:

- **2007 Pod B2 MPD Approval:** The MPD included approved volumetrics for buildings up to 6.5 stories, establishing a maximum height of 82' above benchmarked grades for B2 East.
- **UDOT Access:** The Hill Glazier Plan is based on a lobby fronting the Marsac roundabout with three curb cuts. In 2020, UDOT advised the current Applicant that the project must be limited to a single curb cut on the roundabout. Without the ability to construct multiple curb cuts, the project needs to be redesigned with the lobby located on an internal driveway.
- **Fire Access:** The International Fire Code applicable to this site requires fire truck access to at least one full side of each building to enable ladder access to every floor. The Hill Glazier Plan has fire truck access from the Marsac roundabout for the north side of the north lodge building, but no fire truck access to any side of the south lodge building. For the villas at the south end of the Hill Glazier Plan, there is only fire truck access to one end of the north villa building. The project needs to be redesigned to satisfy fire access requirements.
- **Density:** With a total of only 48 condominium units, the Project includes far fewer dwelling units than the 81 entitled under the 2007 MPD, but the same 81 Unit Equivalents of residential density (162,000 sf salable space).
- **Affordable Housing:** 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 six (6) Affordable Housing Units providing almost 50% more AUEs than the remaining requirement for Empire Pass:
 - • Building A 1,488 sf (2 BD)
 - • Building B 1,488 sf (2 BD)
 - • Building C 1,750 sf (4 Studio units)4,726 sf 5.9 AUEs
- **Mid Mountain Trail:** At the request of the City Trails & Open Space Program Manager, the Applicant is proposing to replace the current Mid Mountain Trailhead adjacent the site. (See Applicant's Exhibit 7)
- **Roof Design:** The roof pitch of the sloped roofs has been increased to enhance the appearance of the ragged eave line as viewed from below. As viewed from Mid Mountain Trail during the summer months, the green roofs soften the roof appearance by blending into the natural landscape.
- **Amended Volumetrics:** The ridge lines as proposed are 90' or less above Marsac Avenue and the internal lower driveway.

Exhibits

Exhibit A - Applicant Submittal

Exhibit B - 2007 Empire Pass B-2 Master Planned Development

Exhibit C - 2007 Amended Flagstaff Development Agreement

Exhibit D - Parcel B-2 Empire Village Subdivision Plat

Exhibit E - B2 East Subdivision Plat

Exhibit F - Development Covenant

Exhibit G - B2 East Subdivision plat 'Working Copy'

Exhibit H - Ordinance 2017-07

Exhibit I - Revised Landscape

Exhibit J – Minor Amendment Request / Additional Information 3/18/21

Empire Pass Pod B2 East - Sommet Blanc & Alpine Villas

- Flagstaff Development Agreement Minor Amendment
- MPD Amendment
- CUP

Follow Up to 3/24/21 Planning Commission Work Session

April 19, 2021

At the 3/24 Planning Commission Work Session, the Applicant introduced the Sommet Blanc project proposed for the B2 East site (the “Property”) for discussion of approvals required for the project as envisioned.

In 2007 a Small Scale MPD was approved for Pod B2 which included the Montage development and the B2 East property based on plans prepared by Hill Glazier architects (the “Hill Glazier Plan”). Following a review of the Hill Glazier Plan, the Applicant concluded it could not be constructed as designed for reasons stated below. The Applicant retained Tom Kundig to design a project that better responds to the opportunities and constraints of this incredible site and addresses key Deer Valley Resort objectives with the goal of enhancing the ski experience.

Please note that the attached submittal includes 3D renderings generated from Enscape design software. At the next Planning Commission session, the Applicant will present higher resolution renderings that better express the warmth, texture, materials, and colors of the proposed project.

1. Approval Process

Approval of the project as proposed would require three Planning Commission actions:

1. Amendment to the Flagstaff Development Agreement (DA) reducing permitted Multi-Family units by 5 and increasing number of PUD units permitted by 2.
2. Approval of amendment to approved Volumetrics within Pod B2 MPD as further described below and demonstrated in Exhibit 6.
3. Approval of amendment to Empire Pass Design Guidelines to permit contemporary mountain architecture on the B2 East site.

Following approval of the above, the Planning Commission could then approve a Conditional Use Permit for the proposed project. Should the Planning Commission find the proposed project acceptable (either as drawn or as revised), it is anticipated that these actions would all run in parallel.

2. Community Benefits

1. Amending the DA to permit two 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. Amending the Design Guidelines for the site will facilitate 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.
3. Amending the volumetrics 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.
4. **Additional Affordable Housing**. Applicant is proposing to build almost 50% more affordable housing than required under Flagstaff DA.
5. **Enhancements to the adjacent Mid Mountain Trail parking lot**. Proposed trailhead improvements will improve safety and aesthetic of this very busy trailhead.
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.
7. **Reduced traffic** related to **40% reduction in number of dwelling units** on site from original entitlement under 2007 MPD.
8. **Reduced traffic** due to generous on-site amenity program.

9. **Bike friendly design** with generous private storage lockers for every unit.
10. **Electric vehicle friendly design.** Individual parking stalls are supplied with sufficient electrical capacity for installation of EV charging units.
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.
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.
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. 2007 Pod B2 MPD Approval

In March 2007, City Council approved the Small Scale MPD for Pod B2 (the “2007 MPD”), concurrent with approval of the CUP for the Montage Resort (B2 West). The 2007 MPD approval allocated a maximum 81 Unit Equivalents (UEs) to B2 East and contemplated 81 dwelling units on the site. **The MPD included approved volumetrics for buildings up to 6.5 stories, establishing a maximum height of 82’ above benchmarked grades for B2 East.** The site plan included two condominium lodges adjacent Ruby Chair plus condominium villas adjacent *Lucky Jack* ski trail at the southern end of the B2 East property.

The volumetrics approved in 2007 were based on conceptual drawings prepared by Hill Glazier architects (the “Hill Glazier Plan”) attached as Exhibit 5. During the B2 MPD process, staff and Planning Commission paid a great deal of attention to the Montage development, with very little focus on the B2 East site.

With 2007 focus on the Montage, the Hill Glazier Plan has two key flaws that would prevent construction of the project according to those plans. The Hill Glazier Plan also fails to address Deer Valley long term planning objectives.

UDOT Access. The Hill Glazier Plan is based on a lobby fronting the Marsac roundabout with three curb cuts. In 2020, UDOT advised the current Applicant that the project must be limited to a single curb cut on the roundabout. **Without the ability to construct multiple curb cuts, the project needs to be redesigned with the lobby located on an internal driveway.**

Fire Truck Access. The International Fire Code applicable to this site requires fire truck access to at least one full side of each building to enable ladder access to every floor. The Hill Glazier Plan has fire truck access from the Marsac roundabout for the north side of the north lodge building, but no fire truck access to any side of the south lodge building. For the villas at the south end of the Hill Glazier Plan, there is only fire truck access to one end of the north villa building. **The project needs to be redesigned to satisfy fire access requirements.**

Deer Valley Long Term Planning The Hill Glazier Plan does not provide for a potential future skier overpass that would facilitate a second ski trail from the top of Ruby/Northside to Empire Express. This has long been a priority for Deer Valley, so the former property owner (REDUS) created Parcel A which is not part of the Sommet Blanc development. Parcel A preserves the alignment for a future ski trail/skier overpass. With the pool deck situated 15 - 20' lower than adjacent ski trail, Hill Glazier Plan does not provide for widening of *Lucky Jack*, another Deer Valley priority.

Operational Issues There are operational and guest experience challenges with the Hill Glazier Plan, including a 600' walk (with four elevator rides) from the front lobby to the southernmost villa. From the parking garage, three elevators are required. This is hardly a Deer Valley experience.

4.0 Proposed Sommet Blanc Development

The project proposed for the Property includes three condominium lodges with 43 residential units over underground parking on the lower portion of the property adjacent *Ruby Chair* and 5 condominium villas on the north-eastern portion of the property below Marsac Avenue and Twisted Branch Road (collectively "the Project").

With a total of only 48 condominium units, the Project includes far fewer dwelling units than the 81 entitled under the 2007 MPD, but the same 81 Unit Equivalents of residential density (162,000 sf salable space).

Exhibit 1 shows the proposed development plan for the site. The height and size of the three lower condominium lodges are similar to that of the recently constructed Empire Residences project.

4.1 Public Restaurant (Resort Support Commercial)

A 3,600 sf public restaurant is planned in the condominium lodge adjacent Deer Valley's Empire Day Lodge and *Ruby Chair* lift queue. The restaurant will utilize Resort Support Commercial ("RSC") density allocated to the Property by the master developer. The public restaurant was anticipated in the master developer's allocation of remaining RSC density between the Talisker Tower and the Property.

The Talisker Tower Residences was the most recent project at Empire Pass to included RSC space. As noted in 2-28-19 City Council Staff Report, 4,863 sf of RSC density remains available at Empire Pass subsequent to the construction of the Talisker Tower Residences.

Resort Support Commercial permitted under Flagstaff DA: 75,000 sf

Allocated by CUP of Plat:

Montage Spa	35,000 sf
Montage retail, restaurants	28,059 sf
Grand Lodge	1,275 sf
Talisker Tower	<u>5,803 sf</u>

70,137 sf

Remaining RSC Density

4,863 sf

Proposed RSC Density (Public Restaurant) 3,600 sf

4.2 Residential Accessory Space

The Flagstaff DA does not limit residential amenity space. Such amenities are classified as Residential Accessory space. The project includes residential amenities as expected in a premier ski-in/ski-out property including:

- Skier Lounges
- Ski/Boot Storage
- Fitness Facilities
- Yoga & Massage Rooms
- Swimming Pool and Hot Tubs
- Board Room
- Concierge Desk

4.3 Affordable Housing

The 2018 B2 East Plat includes a requirement for 4.2 Affordable Unit Equivalents (AUEs). The Flagstaff DA requires 118.9 AUEs. As noted in Tower Residence City Council Staff Report (2-28-19), all off-mountain housing (94.175 AUEs) was satisfied in 2018 with the transfer of the 100 Marsac parcel to Park City. At that time, of the 24.725 required on-mountain AUEs, 16.675 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, total AUEs satisfied at Empire Pass will be:

On-Mountain Requirement 24.725 AUEs

• Completed On-Mountain (2019)	16.675 AUEs
• Empire Residences	1.1
• Talisker Tower Residences	0.92
• Argent	<u>2.0</u>
Total additions	<u>4.02</u>

Flagstaff On-Mountain AUEs Provided 20.695

On-Mountain Remaining Requirement 4.03 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 six (6) Affordable Housing Units providing almost 50% more AUEs than the remaining requirement for Empire Pass:

• Building A	1,488 sf	(2 BD)	
• Building B	1,488 sf	(2 BD)	
• Building C	<u>1,750 sf</u>	<u>(4 Studio units)</u>	
	4,726 sf		5.9 AUEs

4.4 Site Plan Changes to Improve Ski Experience

At the request of Deer Valley, the prior owner granted a 20' easement on the Property for widening *Lucky Jack* along with an additional 20' buffer easement for skier safety. In addition, Parcel A was carved off the original B2 East site in anticipation of the possible future construction of a skier overpass across Twisted Branch Road south of the site. With this reduction in developable area adjacent *Lucky Jack* and with the goal of reducing the impact of development immediately adjacent the ski run, the Applicants propose placing 25,000 sf of residential density on the north-eastern portion of the site (the "Upper Site") away from the ski experience. The Applicants have also relocated the sewer easement for the future Hot Creek restaurant sewer line from adjacent the *Lucky Jack* ski trail to underneath the Lower Driveway on the east side of the lodge buildings.

4.5 Condominium Villas on Upper Site

The proposed development plan includes a cluster of five condominium villas on the Upper Site with vehicle access from an upper driveway off SR 224 following the existing water main. The villas include one duplex building and one triplex building designed as three story residences with attached garages.

An amenity building is located at the southern end of the upper driveway to provide ski and boot storage for villa owners and guests and a small skier lounge adjacent the ski-in/ski-out access to *Lucky Jack* ski trail.

Under the Flagstaff DA, a small number of development sites were identified with the vast majority of the Flagstaff Annexation land preserved as Open Space. The designated development sites, including B2 East, are not subject to the Sensitive Lands Overlay Zone. Development of villas parallel to the contours in the northeastern portion of the site is more appropriate than fighting grade with villas at the southern end of the property as contemplated in the Hill Glazier Plan.

4.6 Project Summary

	<u>Units</u>	<u>Platted Residential</u>	
Lodge A	17	49,000 sf	
Lodge B	17	49,000 sf	
Lodge C	9	39,000 sf	
Villas	<u>5</u>	<u>35,000 sf</u>	
	48	162,000 sf	81 UEs
Affordable	6	4,726 sf	5.9 AUEs
ADA	2	1,482 sf	
Restaurant (RSC)		3,600 sf	

Note: Current floor plans show residential square footages slightly higher than above totals. Calculations do not yet include reductions for structural columns/walls, mechanical ducts etc. Prior to Public Hearing, square footages will be tightened up to ensure compliance with 162,000 sf cap.

4.7 Lodge Parking

	<u>Units</u>	<u>Req'd</u>	<u>Stalls</u>
Lodge Residences	43	2/unit	86 stalls
Affordable 2 BD	2	1.5/unit	3
Affordable Studio	4	1.0/unit	4
Accessible	2	1.0/unit	2
Restaurant	3,600 sf	10/ksf	<u>36</u> (tandem valet)
			131
Less 25% as per Flagstaff DA			99 Stalls Required

4.8 Empire Day Lodge Parking

The Flagstaff DA (2.5) states that:

*“Permanent non-skier parking for the Empire Day Lodge will be considered as part of the Pod B2 Master Plan Development. Such parking shall consist of **not more than 75 spaces.**”*

Per agreement between Applicants and Deer Valley, the Project will include a dedicated parking deck for Deer Valley use as valet parking for Empire Day Lodge. The Deer Valley parking deck will include 60 tandem parking stalls.

4.9 Villas Parking

Each villa includes a double garage consistent with other similar properties at Empire Pass. Short term parking is provided adjacent the amenity building.

4.10 Curb Cuts - UDOT Approval

The Project includes two curb cuts from SR-224. UDOT has issued a Conditional Access Permit for a new curb cut to the Upper Site and confirming approval of improvements to existing curb cut at the Lower Site. The UDOT approval also includes a new pedestrian/bicycle at-grade highway crossing point for the Mid Mountain Trail as discussed below.

4.11 Setbacks

Project setbacks have been treated as follows:

- Marsac Ave (front yard) 20'
- Empire Day Lodge (side yard) 12'
- Lucky Jack ski trail (rear yard) 15'
- B2 East Parcel A (side yard) 12'
- Twisted Branch Road (rear yard) 15'
- North Property Line (side yard) 12'

4.12 Easements

Project is encumbered by following easements of note as shown on site plans:

- Deer Valley Ski Trail Widening 20' off Lucky Jack Property Line
- Deer Valley Ski Buffer 40' off Lucky Jack Property Line
- SBWRD Sewer Easement Under Lower Driveway
- PCMC High Pressure Water Easement Under Upper Driveway
- RMP Overhead Power Easement Adjacent North PL

The SBWRD Easements shown on the plat have since been vacated and replaced with a new easement under the Lower Driveway. This easement needs a minor tweak to address driveway alignment shift requested by Park City Fire District (“PCFD”).

The project will require reconstruction of the PCMC waterline to revise alignment and profile as discussed with the Water Department. Once plans are finalized, the waterline easement will be amended as necessary.

Project is benefited by following easements of note:

- Driveway Access Easement REDUS land north and east of property
- Ski-In Access Easement REDUS land south of property
- Ski-Out Access Easement REDUIS land south of property

4.13 Transit

The Property is part of the Empire Pass MOA. Residents and guests have full access to the Empire Express app-based shuttle service which operates on demand service between Empire Pass and other Park City destinations. A Park City Transit stop on the Marsac roundabout is directly opposite the lower driveway entrance.

4.14 Fire Protection

The Project has been reviewed by PCFD for conformance with fire fighting requirements. The upper driveway includes a hammerhead turnaround south of AV-5. The cul-de-sac on the lower driveway serves as a hammerhead meeting PCFD requirements. The proposed site plan provides clear fire truck and ladder access to all buildings. The Chief Building Official has determined that the project will not be considered a high-rise given the separation between the three lodge buildings. The Applicant is working with the Chief Building Official on appropriate wall assemblies and other fire protection measures to facilitate the use of treated wood siding on the building exterior.

5.0 Mid Mountain Trail

Mid Mountain Trail, one of Park City's most iconic mountain bike and hiking experiences, traverses the Property, running from north to south through the Upper Site. 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. 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 as one of Park City's premier trails. 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 will be improved by starting the trail right at the parking lot adjacent a trailhead kiosk. The proposed trail alignment is shown on Exhibit 7.

At the request of the City Trails & Open Space Program Manager, the Applicant is proposing to replace the current Mid Mountain Trailhead adjacent the site.

The current trailhead has vehicles parked nose-in to the hillside and backing out onto the ever busier Guardsman Pass Road. Safety is further compromised by cyclists gearing up on the shoulder of the road. The proposed paved parking lot would be grade separated from the Guardsman Pass Road with a clean driveway entrance opposite the Twisted Branch Road turnoff. Like the current parking lot, the new parking lot would be constructed on land owned by REDUS Park City. The Applicant has worked with REDUS to secure permission to construct these trailhead improvements for the benefit of the Park City community. In addition to a safer parking experience, the new parking lot will include a trailhead kiosk and composting toilets, all to be constructed by the Applicant as part of the Sommet Blanc project. A conceptual plan for the new Mid Mountain Trailhead parking lot is attached as **Exhibit 7.**

6.0 Architecture

Architecture evolves with time and the architecture from 1998 when the Flagstaff DA was approved is now dated in the eyes of the resort guest. The architectural world has shifted dramatically in the direction of contemporary architecture. The project architect, Tom Kundig, has an international reputation for award winning projects in unique settings.

6.1 Site Planning

The site plan was developed with multiple goals:

- Maximize solar exposure to the landscaped courtyard and individual units.
- Pull building mass back from adjacent *Lucky Jack* ski trail.
- Create easily accessible, sunny public restaurant
- Optimize views from individual units.
- Resolve fire access issues to satisfaction of Fire Chief.
- Break down building mass into multiple buildings.
- Create views through the site by providing generous separation between buildings.
- Prioritize daylight within individual units.
- Prioritize cross ventilation within individual units.

6.2 Building Massing and Roof Design

The Sommet Blanc design incorporates multiple building facade shifts. The lodge buildings step back at the penthouse level and the roofs respond to the facade shifts with variation between flat green roofs and raked sloping roofs both on axis and perpendicular to the building axis. **The roof pitch of the sloped roofs has been increased** to enhance the appearance of the ragged eave line as viewed from below. As viewed from Mid Mountain Trail during the summer months, the **green roofs soften the roof appearance** by blending into the natural landscape. The roof design with shallow sheds sloping back from outdoor amenity space provides a strong solution to the snow management challenges of six story buildings.

The design of the villas incorporates flat sections of green roof separating the building mass of the individual units to maximize view corridors through the buildings. A third story element in each unit enhances the articulation of the roof lines.

On the prominent end facades of the lodge buildings, the use of bold cantilevers creates a soft porous edge in contrast to the vertical facades of traditional architecture.

6.3 Building Materials

In response to Planning Commission comments, the design team have made a number of changes to proposed building materials:

- Green roofs incorporated on upper roofs of lodge buildings
- Balcony guardrail detail changed from glass to metal mesh
- Wood siding introduced on lodge buildings

These material changes will increase the texture, warmth and contrast of building exteriors.

Exhibit 2 provides floor plans and elevations for the condominium lodges. A Condominium Plat will be submitted at a later date.

Exhibit 3 provides floor plans and elevations for the condominium villas.

Exhibit 4 is a visual impact study of the proposed development plan as seen from multiple vantage points surrounding the property.

7.0 Flagstaff Development Agreement - Minor Amendment

The Flagstaff DA (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 at multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.*

To construct the five villas on the Upper Site in conformance with the Flagstaff DA, the five units would need to be joined as one long building. The Applicants believe the appearance of the project would be improved by separating the five villas into two separate buildings, one of which is a duplex. This would result in a reduction in the overall mass and bulk of the buildings.

This is not currently permissible since the 60 permitted PUD units 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	<u>17</u>
	60

To permit construction of the five (5) condominium villas as drawn, the Applicant proposes a minor amendment to the Flagstaff DA, replacing 5 dwelling units configured as **multi-family** with two dwelling units configured as **PUD units**.

2.2.1.3 Maximum Density. *The maximum density within the Mountain Village is 785 Unit Equivalents configured in to more than ~~550~~ 547 dwelling units. Such density shall be configured as multi-family, hotel or PUD units, provided the PUD units do not exceed ~~60~~ 62. PUD units consume Unit Equivalents in the same respect at 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. It simply replaces 10,000 sf of multi family configured density with 10,000 sf of PUD configured density. Since the proposed villas are 5,000 sf each, the maximum number of dwelling units is reduced from 550 to 547.

8.0 Pod B2 MPD - Amendment to Approved Volumetrics

Just as the original CUP approval for the Montage ran in parallel to the 2007 MPD approval, the Applicants propose to amend the volumetrics included within the 2007 MPD in parallel with the CUP approval for the Project. This application is thus also an application for an amendment to Pod B2 MPD. The proposed volumetrics do not constitute a material change in concept, density, or configuration.

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 volumetrics approved at that time (**Exhibit 5** - the "Hill Glazier Plan") created a sub-optimal relationship between the buildings, the ski trail, and the hillside behind the buildings. The Hill Glazier Plan also included stacked townhome buildings (villas) at the southern end of the Property climbing onto what is now B2 East Parcel A. Upon review, it is clear that the Hill Glazier Plan does not meet current fire access requirements for all but the northernmost building. It is also clear that the southernmost buildings do not work with the topography. Given the extensive alterations to grade on the Property due to previous mining, construction, and environmental clean-up there is no Natural Grade to reference for establishing building height.

Amending the volumetric to address these concerns outlined above will enable the architect team to contemplate the unique topography and siting which will result in a more thoughtful project and design solutions.

8.1 Proposed Volumetric Guidelines

The Applicants propose establishing new Volumetric Guidelines for the Property as described below and demonstrated in **Exhibit 6**.

Based on the dramatic disturbance of the site due to mining and environmental clean up activities, the Applicants propose setting finished grade of the landscaped courtyard at an appropriate level relative to the adjacent *Lucky Jack ski trail* with six story lodge buildings adjacent this landscaped courtyard. Maximum building heights will reference benchmark elevations following the Montage precedent. This eliminates the skier safety concerns of the Hill Glazier Plan by improving the relationship between the adjacent *Lucky Jack ski trail* and the proposed buildings.

The ridge lines as proposed are 90' or less above Marsac Avenue and the internal lower driveway.

This contrasts with Empire Pass Village buildings that are seven stories tall adjacent Village Way with a significant roof element above the seventh floor. The four most recent Empire Pass developments project 91 - 110' above the adjacent road and 78 - 88' above the slope side patios. The One Empire Pass ridge line is 97' above its pool deck and the Argent Ridgeline is 131' above Marsac Avenue. The much larger Montage Deer Valley has a top ridge line 165' above the lower event lawn and 102' above the slope side event lawn.

	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 Res.	103'	78'	
Empire Residences	95'	88'	
Argent	91'	85'	131' above Marsac Ave

Following are proposed maximum building heights for the three condominium lodges:

	Height	Benchmark	Location
Bldg A	82'	8,345'	Entry Lobby
Bldg B	82'	8,362'	Skier Lobby/Amenity Level
Bldg C	82'	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	89' (Marsac)	83' (Restaurant)	91' (Ruby Chair)
Building B	88' (Driveway)	82' (Apres Deck)	96' (Pool Deck)
Building C	90' (End Driveway)	79' (Lounge Patio)	

Exhibit 6 uses “fog planes” to show conformance of the proposed condominium lodges with the above height limitations.

For the condominium villas on the upper driveway, the Applicant proposes a maximum building height of 49' above Natural Grade. Fog planes and cross section of a typical villa building are provided to show conformance with this requirement.

Outside the footprint of the five major buildings, the balance of the site is limited to 28' building height (33' with roof pitches 4:12 or steeper).

The Proposed Volumetric requirement is shown in **Exhibit 6**.

8.2 Rationale for Approval of Amended Volumetrics

The Land Management Code grants the Planning Commission the authority to allow additional building height based upon a site-specific analysis and determination that the following findings can be made:

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

At the Planning Commission meeting of March 27, 2012, 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.

- 2) *Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site Specific analysis and approved by the Planning Commission;*

The front entry of the Montage is over 500' from the property, with the nearest building corner approximately 400' away. At its closest point, Deer Valley's Empire Day Lodge is approximately 70' west of the adjacent B2 condo building. The Empire Lodge will continue to enjoy excellent solar exposure from the south with ample air circulation.

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

The southwest boundary of B2 East follows Deer Valley's Lucky Jack ski trail. Proposed buildings are set back a minimum of 20' from this property line and 12' from the Empire Day Lodge property line. These setbacks provide adequate buffering and opportunity for landscaping. Landscaping details will be reviewed as part of the CUP approval.

- 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 and included Publicly Accessible Open Space;*

The Flagstaff Large Scale MPD approval clustered the majority of the Project density in the Mountain Village, which resulted in open space on the order of 88%. The vast majority of this open space provides passive recreation, trails, ski terrain, wildlife habitat and viewsheds.

- 5) *The additional Building Height shall be designed in a manner that provides a transition in roof elements in compliance with Chapter 5 Architectural Guidelines or the Design Guidelines for Park City's Historic Districts if within the Historic District;*

The proposed buildings shown in the architectural renderings include significant steps and other variations in the roofline.

The proposed amendment to the B2 East volumetrics will result in a project that has improved relationships with the ski trail in the foreground and the hillside beyond. The adjacent and nearby Deer Valley and Montage properties are not materially impacted by the proposed building massing.

9.0 Amendment to Flagstaff Design Guidelines.

As permitted under Section 11.6 of the Flagstaff CCRs below, the Applicants propose amending the current Empire Pass Design Guidelines by creating a new section of design guidelines specific to the Property.

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 and the Declarants (REDUS and Storied Development) 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.

The proposed B2 East Guidelines will be a deviation from the current Guidelines first drafted in 2002 which drew inspiration from Craftsman architectural traditions and the historic mountain lodges of the West. Rather than encouraging design mimicking historic structures from the early 20th century, the B2 East design guidelines will encourage architecture that celebrates the beauty of the surrounding mountains with generous windows and outdoor living areas. The traditional 4:12 roof pitches will be replaced with flat and low-pitched roofs better suited to snow retention. Where appropriate, “green roofs” will celebrate native plantings and aid in blending the buildings into the natural landscape during the summer months. Bold cantilevers and dramatic facade shifts will provide articulation and interest. The B2 East Guidelines will recognize the use of contemporary building materials such as exposed structural steel, board formed concrete and metal mesh balcony rails.

In accordance with the Section 11.6 of the Flagstaff CCRs, the Applicant is developing the B2 East Guidelines in conjunction with the Empire Pass Design Review Board to ensure that the Project is developed to a high design standard commensurate with the premier location of the Property.

List of Exhibits:

- Exhibit 1: Site Plan and Aerial Views
- Exhibit 2: Condo Lodge Plans and Elevations
- Exhibit 3: Alpine Villas Plans and Elevations
- Exhibit 4: Visual Impact
- Exhibit 5: Hill Glazier Plans
- Exhibit 6: Height Study and New Volumetrics
- Exhibit 7: Mid Mountain Trail
- Exhibit 8: Supplemental Drone Imagery



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

<u>Project Name</u>	Pod B-2, Empire Pass
<u>Project Description</u>	Master Planned Development
<u>Date of Meeting</u>	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 Trail 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, now 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:

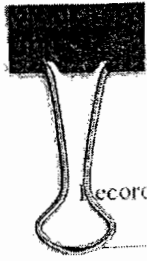
1. The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as reviewed by the Planning Commission.
2. A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height 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

Recorded this ____ day of ____
____, 2007
at Book # ____ Page # ____

ENTRY NO. 00806100

03/02/2007 02:42:51 PM B: 1850 P: 1897

Agreement PAGE 1 / 49

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP



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

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 2nd day of March, 2007, by and between UNITED PARK CITY MINES COMPANY, ("UPCM" or "DEVELOPER"), DEER VALLEY RESORT COMPANY, ("DEER VALLEY"), and PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City") (collectively, the "Parties").

RECITALS

- A. WHEREAS, DEVELOPER and DEER VALLEY own approximately: 1,600 of 1,750 acres of patented mining claims located in the unincorporated Flagstaff Mountain area of Summit County, more particularly described and depicted in Exhibit A attached hereto (hereafter, "Flagstaff Mountain"); approximately 106 acres of patented mining claims located on Iron Mountain within an unincorporated area of Summit County more particularly described and depicted in Exhibit B attached hereto (hereafter, "the Iron Mountain Parcels"); approximately 1,500 acres of patented mining claims, constituting all of UPCM's land located in the unincorporated Bonanza Flats area of Wasatch County more particularly described and depicted in Exhibit C attached hereto (hereafter, "Bonanza Flats"); all of UPCM's land east of U.S. 40 and south of S.R. 248 constituting approximately 650 acres of real property owned in fee simple located immediately east of U.S. 40 and south of S.R. 248 within an unincorporated area

of Summit County more particularly described and depicted in Exhibit D attached hereto (hereafter, "Richardson Flats"); and approximately 20-Acres of real property owned in fee simple located west of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit E attached hereto (hereafter, "the 20-Acre Quinn's Junction Parcel");

- B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;
- C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;
- D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;
- E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement;
- F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain;
- G. WHEREAS, the Parties intended to enter into the original Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain (now referred to generally as Empire Pass) into the City;

- H. WHEREAS, the Parties in fact entered into the original Agreement on or about June 24, 1999; and
- I. WHEREAS, the Parties desire to amend and restate the original Agreement in connection with the development of a project known as the Montage Resort & Spa which is presently planned to include 192 hotel rooms and suites, with spa, restaurant and conference facilities, and a residential component that consists of resort condominiums.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Park City Land Management Code (LMC) in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

- 1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.
- 1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, constituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.
- 1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.
- 1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

- 1.5 **"Inaction"** provisionally¹ means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.
- 1.6 **"Meeting Accessory Uses"** provisionally² means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:
- 1.6.1 Administrative and Banquet Offices
 - 1.6.2 Banquet Storage Areas
 - 1.6.3 Banquet Prep Areas Storage Areas
 - 1.6.4 Common A/V Storage Areas
 - 1.6.5 Coat Check Areas
 - 1.6.6 Public Restrooms
 - 1.6.7 Public Telephone Areas
 - 1.6.8 Public Hallways
 - 1.6.9 Public Circulation Areas.
- 1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B₁, and B₂) and maximum densities, unit equivalencies and configuration more fully described herein.

¹ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

² This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

- 1.8 **“Northside Neighborhood”** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 **“Northside Neighborhood Property Owners”** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.
- 1.10 **“Pedestrian Village”** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **“Planned Unit Development” or “PUD”** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **“Pod Z”** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **“Project”** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **“Residential Accessory Uses”** provisionally³ means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

³ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

- 1.14.1 Common Ski Lockers
- 1.14.2 Common Lobbies
- 1.14.3 Registration
- 1.14.4 Concierge
- 1.14.5 Bell Stand/Luggage Storage
- 1.14.6 Common Maintenance Areas
- 1.14.7 Mechanical Rooms
- 1.14.8 Common Laundry Facilities and Common Storage Areas
- 1.14.9 Employee Facilities
- 1.14.10 Common Pools, Saunas and Hot Tubs
- 1.14.11 Public Telephone Areas
- 1.14.12 Public Restrooms
- 1.14.13 Administrative Offices
- 1.14.14 Public Hallways and Circulation Areas

1.15 **“Resort Accessory Uses”** provisionally⁴ means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

- 1.15.1 Information
- 1.15.2 Lost and Found
- 1.15.3 Mountain Patrol
- 1.15.4 Mountain Administration
- 1.15.5 Mountain Maintenance and Storage Facilities
- 1.15.6 Mountain Patrol and Emergency Medical Facilities
- 1.15.7 Public Lockers
- 1.15.8 Public Restrooms
- 1.15.9 Employee Lockers
- 1.15.10 Ski School/Day Care

⁴ This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superseded by an LMC definition of the term.

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

1.16 **“Richardson Flats”** means all of UPCM’s property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

1.17 **“Transportation Hub”** means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.

1.18 **“Unit Equivalent,”** with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.⁵ Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof (as such may be determined in applicable MPD approvals) shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

2.1. DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER’s responsibility, prior to or concurrent with the Small Scale MPD process, to submit and ultimately to obtain (upon modification, if necessary) City approval, of satisfactory plans detailed below:

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

- 2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;
- 2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;
- 2.1.3. Specific Transit Plan;
- 2.1.4. Parking Management Plan;
- 2.1.5. Detailed Open Space Management Plan;
- 2.1.6. Historic Preservation Plan;
- 2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;
- 2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;
- 2.1.9. Private Road Access Limitation Procedures;
- 2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;
- 2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;
- 2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;
- 2.1.13. Wildlife Management Plan; and
- 2.1.14. Affordable Housing Plan, including phasing.
- 2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

Neighborhood; various ski related improvements, and the Silver Mine Adventure. Upon annexation, Flagstaff Mountain will be zoned as shown on the zoning map attached hereto as Exhibit P. The following maximum development parameters apply to Flagstaff Mountain:

2.2.1 **Mountain Village:** The Mountain Village is constrained as follows:

2.2.1.1 **Small Scale MPD.** Site specific volumetrics and configuration will be established in the Small Scale MPD process.

2.2.1.2. **Maximum Development Area.** In the Small Scale MPD process, the entire Mountain Village development shall be constrained within a total of 87 acres.

2.2.1.3. **Maximum Density.** The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than 550 dwelling units.⁶ Such density shall be configured as multi-family, hotel, or PUD units, provided the PUD units do not exceed 60. PUD units consume Unit Equivalents in the same respect as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.

2.2.1.4. **Pedestrian Village.** At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B₁, and B₂) within the Mountain Village must be linked by transit.

2.2.1.5. **Commercial.** The Mountain Village may additionally include up to 75,000-sq. ft. of Resort Support Commercial uses, which shall include Neighborhood

⁶ Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent. In the case of the Montage, the 192 Montage hotel rooms shall count as Unit Equivalents at the rate of 1 Unit Equivalent per 2,000 square feet of hotel rooms, but such hotel rooms shall not have kitchens and shall not count as dwelling units.

Convenience Commercial uses for residents and visitors such as groceries and sundries.

2.2.1.6. **Mine Site Reclamation.** To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim⁷ all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

2.2.1.7. **Public Trails.** DEVELOPER shall construct and dedicate public trails designated on an accepted Trails Master Plan. Many trails will be constructed on land ultimately owned by DEER VALLEY. In those areas, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for public trail use. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.2.1.8. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER and/or DEER VALLEY shall execute for the benefit of the City perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which, at a minimum, shall prevent the construction thereon of residential, commercial and retail structures but shall provide for ski-related uses consistent with paragraph 2.5 herein.

2.2.1.9. **Parking.** Each Small Scale MPD submittal shall include a parking management plan with respect to the portion of the property covered by such Small Scale MPD submittal.

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

The goal of the plan is to design the Mountain Village in such a way as to reduce parking demand by 25%. DEVELOPER shall plan and encourage within the Mountain Village portion of the Project programs such as parking management, paid parking for commercial uses, shuttles and other programs designed to reduce the demand for private vehicles and parking. DEVELOPER shall provide for shared parking in all commercial, short-term residential and mixed-use buildings. Assigned or reserved spaces within commercial, short-term residential and mixed-use buildings are prohibited except that in the case of the Montage, one parking space may be assigned for each dwelling unit (excluding the 192 hotel rooms). The majority of the required parking areas will be fully enclosed and/or constructed underground.

2.3 **Prospect Ridge.** DEVELOPER considers the Prospect Ridge area depicted in Exhibit K to be a critical viewshed area for Old Town.

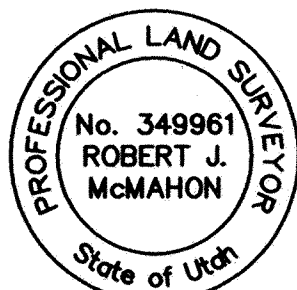
2.3.1 **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER shall construct and dedicate to the City public trails designated within the Prospect Ridge area.

2.3.2 **Deed Restricted Open Space.** Within 30 days of issuance of the first Small Scale MPD, DEVELOPER shall cause to be recorded a document, approved by the City, which shall impose perpetual covenants and use restrictions for that portion of Prospect Ridge depicted as "Recreation Open Space Dedication" on Exhibit K, which shall prevent the construction thereon of residential, commercial and/or retail structures, ski lifts, and developed alpine ski runs.

2.4. **Northside Neighborhood.** The Northside Neighborhood is composed of property owned by five separate Northside Neighborhood Property Owners and, upon their written acceptance of the terms of this Agreement,

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.



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.

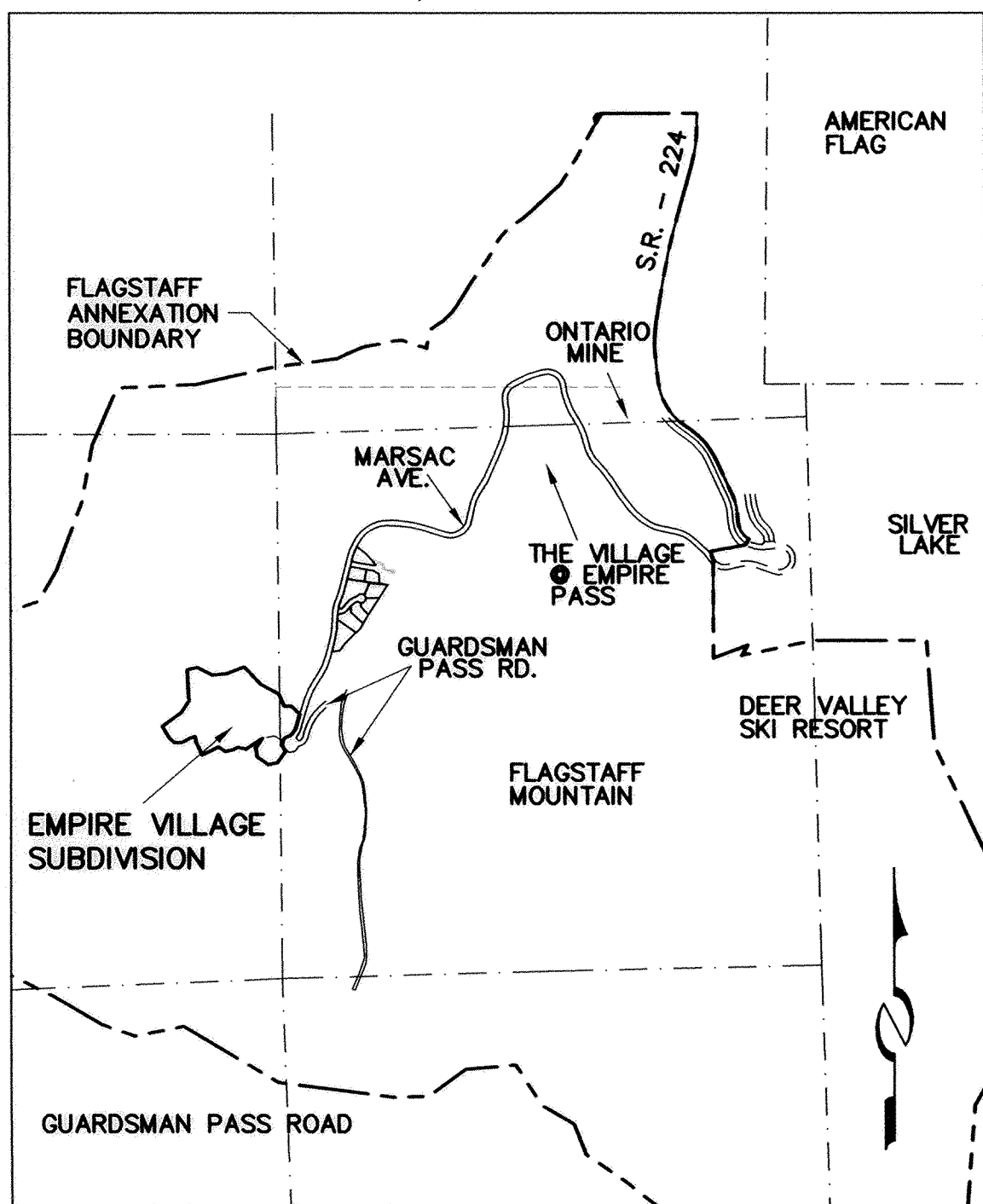
Beginning at a point North 00°30'49" West 2172.54 feet along Section Line and West 763.87 feet from the southeast corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 64°05'11" East 70.70 feet; thence North 25°54'49" West 112.30 feet; thence South 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°04'13" 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 118.84 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 112.30 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°51'28" 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



NOTES

- 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.
- 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.
- 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.
- 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.
- 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.
- Wastewater service to Lot B is not available.
- A 10' snow storage easement is hereby dedicated along the frontage of Marsac Avenue.
- 9200 Marsac Avenue street address
- All conditions of approval of the Empire Pass Master Planned Development and the Pod B-2 Master Planned Development shall continue to apply.
- No remnant parcel created hereby is separately buildable.
- 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 1/2 OF SECTION 28, AND THE EAST 1/2 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

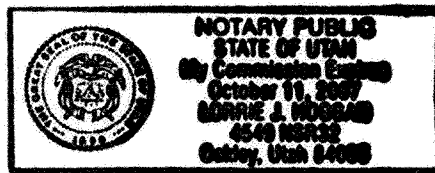
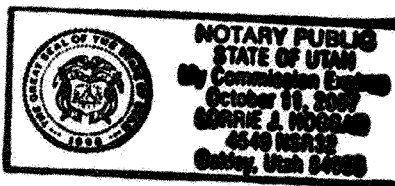
State of Utah

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.

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

By: David J. Smith TITLE: AUTHORIZED SIGNING OFFICER

ACKNOWLEDGMENT

State of Utah

County of Summit

This instrument was acknowledged before me this 15th day of May, 2007 by DAVID J. SMITH, the

AUTHORIZED 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.

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.

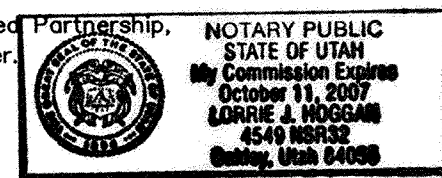
Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, 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: Robert W. Wells, Vice President



ACKNOWLEDGMENT

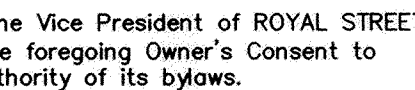
State of Utah

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.

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.

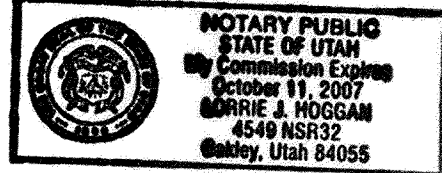
Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, 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 his hand on this 16th day of May, 2007.

JORDANELLE SPECIAL SERVICE DISTRICT

By: Dan Matthews, the Manager



ACKNOWLEDGMENT

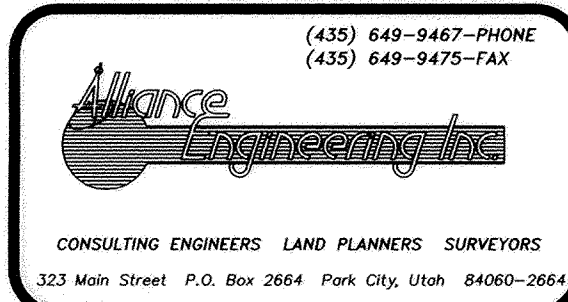
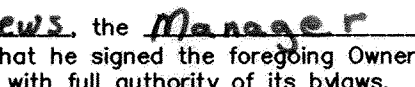
State of Utah

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.

Residing in: Oakley, Utah

My commission expires: 10-11-07



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

5/15/07 JOB NO.1-1-01 FILE:X:\Empire.dwg\Talsker\plat\pod_b2_01-23-07.dwg

RECORDED

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

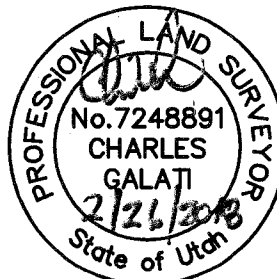
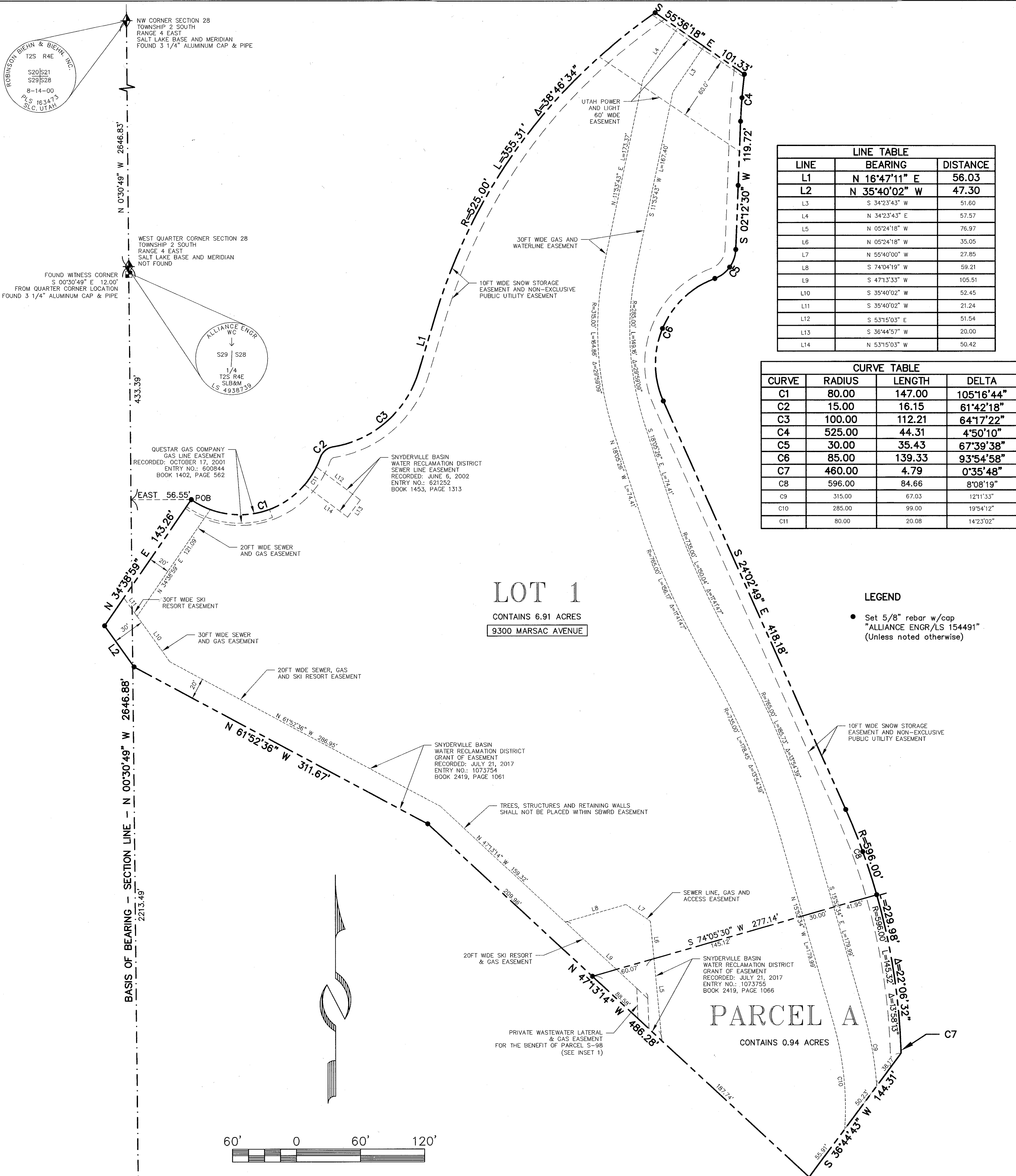
DATE 5-31-07, TIME 3:28pm

433.00

By: RECORDER

NOTES:

- This plat is subject to the Conditions of Approval in Ordinance 2017-07.
- 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.
- 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.
- Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
- Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit.
- 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.
- 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.
- 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.
- A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
- Lot 1 is subject to the Declaration of Development Covenants, recorded as Entry No. 0081411, 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.
- 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.
- The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
- 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.
- 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.
- 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.
- 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.



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

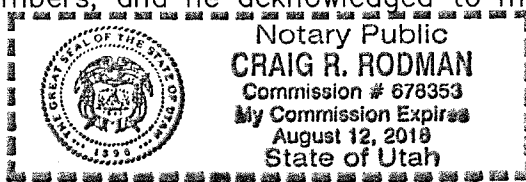
By: David Ash, Sr. Vice President

ACKNOWLEDGMENT

State of Utah
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 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.

G. R. Rodman
A Notary Public commissioned in Utah

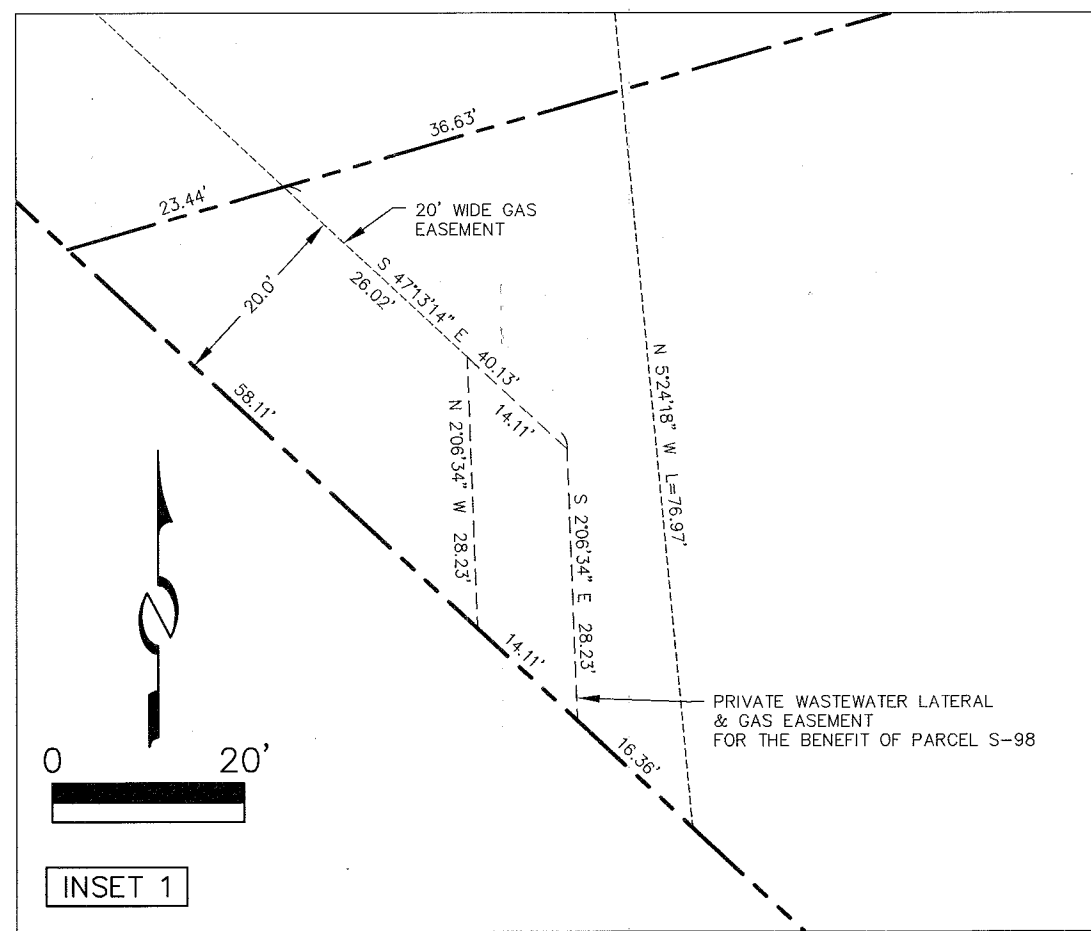


Craig R. Rodman
Printed Name

Residing in: Park City, UT

My commission expires: 8/19/2018

Commission No. 678593

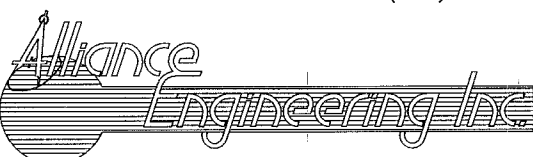


B2 EAST SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

2/26/18 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\sr\plat2016\120216-B2 East.dwg



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

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT
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

632.00

Shonda Francis Deputy

FEE

DATE 3/1/2018 TIME 8:19 AM ENTRY NO. 1081638

B2 EAST SUBDIVISION

WHEN RECORDED RETURN TO:

Wade R. Budge
SNELL & WILMER L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

01094524 B: 2469 P: 0887

Page 1 of 6

Summit County Utah Recorder

07/03/2018 12:57:03 PM Fee \$20.00

By Snell & Wilmer LLP

Electronically Recorded

Tax Serial No. B2EAST-1

(Formerly Part of Tax Serial No. PCA-S-98-GG-1)

**AMENDED AND RESTATED
DECLARATION OF DEVELOPMENT COVENANTS
[B2]**

THIS AMENDED AND RESTATED DECLARATION OF DEVELOPMENT COVENANTS (“**Declaration**”), is made effective as of March 1, 2018 (the “**Effective Date**”), but dated as of June 18, 2018 (“**Amendment Date**”), by **REDUS PARK CITY LLC**, a Delaware limited liability company (“**Declarant**”).

RECITALS:

A. Declarant 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**”). Declarant 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 Declarant pursues within the real property subject to the Development Agreement from time to time.

C. Declarant executed that certain Declaration of Development Covenants dated March 1, 2018, and recorded on March 6, 2018 as Entry No. 01087491 in the Summit County Recorder’s Office (the “**Original Declaration**”), which affects the Property.

D. Declarant desires to amend, restate, supersede, and replace it is entirety the Original Declaration for the purpose of allocating and confirming certain development rights and obligations with respect to the Property’s development, as set forth herein.

DECLARATION:

NOW, THEREFORE, in consideration of the foregoing premises, Declarant hereby declares and states as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated in this Declaration as if fully set forth in the body of this Declaration.

2. **Amended and Restated.** This Declaration amends, restates, supersedes, and replaces in its entirety the Original Declaration.

3. **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.

4. **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 Declarant 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.

5. **Allocation of UEs; Dwelling Units.** Without representation or warranty whatsoever, Declarant hereby allocates the right to develop **eighty-one (81) Unit Equivalents**, as that term is defined in the Development Agreement (“**UEs**”), to be located within a maximum of **seventy (70) multifamily dwelling units** on the Property, and **three thousand six hundred (3,600) square feet (3.6 commercial Unit Equivalents) of Resort Support Commercial uses** (collectively, the “**Entitlements**”). Declarant shall not be obligated to allocate or assign to Developer any additional entitlements or UEs other than the Entitlements described herein. The Entitlements do not include an assignment of any PUD units, such PUD units already having been assigned to a developer in Empire Pass Village.

6. **Partial Assignment.** Solely to the extent that Declarant’s rights relate to the Property, Declarant hereby assigns to Developer Declarant’s rights to have a developer of the properties commonly known as “Marsac Horseshoe”, “Site 4”, “Lot 9 – Tower”, “Lots 1 and 2”, and “Hot Creek” not oppose any development activities that Developer desires to take with respect to the Property, as such rights are further set forth in (i) Section 3.b. of that certain Declaration of Development Covenants [Marsac Horseshoe] recorded January 31, 2018 as Entry No. 01085832 in the Summit County Recorder’s office; (ii) Section 3.c. of that certain Declaration of Development Covenants [Site 4] recorded January 31, 2018 as Entry No. 01085833 in the Summit County Recorder’s office; (iii) Section 3.c. of that certain Declaration of Development Covenants [Lot 9 - Tower] recorded January 31, 2018 as Entry No. 01085834 in the Summit County Recorder’s office; Section 3.b. of that certain Declaration of Development Covenants [Lots 1 and 2] recorded January 31, 2018 as Entry No. 01085835 in the Summit County Recorder’s office; and Section 3.b. of that certain Declaration of Development Covenants [Hot Creek] to be recorded with the Summit County Recorder’s office. The foregoing assignment is a partial

assignment only as it relates to the Property, it being understood that the Declarant has other property to which the Declarant's rights shall continue to apply.

7. **Right of Inspection.** Declarant 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 Declarant or its agents, exercises or fails to exercise the foregoing inspection rights shall not, in any manner, be deemed to be a waiver by Declarant of any of Developer's obligations under this Development Declaration.

8. **Enforcement Rights.** In the event Declarant 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 Declarant 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 Declarant's or Developer's ability to obtain equitable relief to enforce the provisions of this Development Declaration against the Non-Defaulting Party.

9. **Successors and Assigns.** This Development Declaration shall inure to the benefit of Declarant's successors and assigns, as may be assigned pursuant to separate written agreement, and shall be binding upon Developer's successors-in-title. Any assignment of Developer's rights or obligations under this Development Declaration shall be null and void and of no effect. Declarant 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.

10. **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.

11. **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, or if a party is a natural person, then to the party's address on file with the County Assessor.

12. **Waiver.** No waiver by Declarant 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 Declarant unless such waiver shall be set forth in writing.

13. **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.

14. **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 Declarant (or those obtaining Declarant's rights under this Development Declaration pursuant to a separate written assignment) and recorded in the office of the County Recorder, Summit County, Utah.

15. **Time of the Essence.** Time is of the essence of this Development Declaration.

[Remainder of Page Intentionally Blank. Signature Page Follows]

EXECUTED as of the Amendment Date.

DECLARANT:

REDUS PARK CITY LLC,
a Delaware limited liability company

By: **REDUS PROPERTIES, INC.,**
a Delaware corporation
Its: Manager

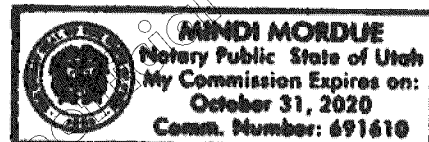
By: [Signature]
David Ash, Senior Vice President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28th day of June, 2018, by David Ash as the Senior Vice President of REDUS PROPERTIES, INC., a Delaware corporation, as manager of REDUS PARK CITY LLC, a Delaware limited liability company.

[Signature]
Notary Public

Residing at: SALT LAKE, UTAH
My Commissions Expires: 10/31/20



01094524 Page 5 of 6 Summit County

Signature Page to Amended and Restated Declaration of Development Covenants [B2]

EXHIBIT 1

Legal Description of the Property

That certain real property located in Summit County, State of Utah, more particularly described as follows:

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.

Also known as 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)

PRIOR SERIAL #'S

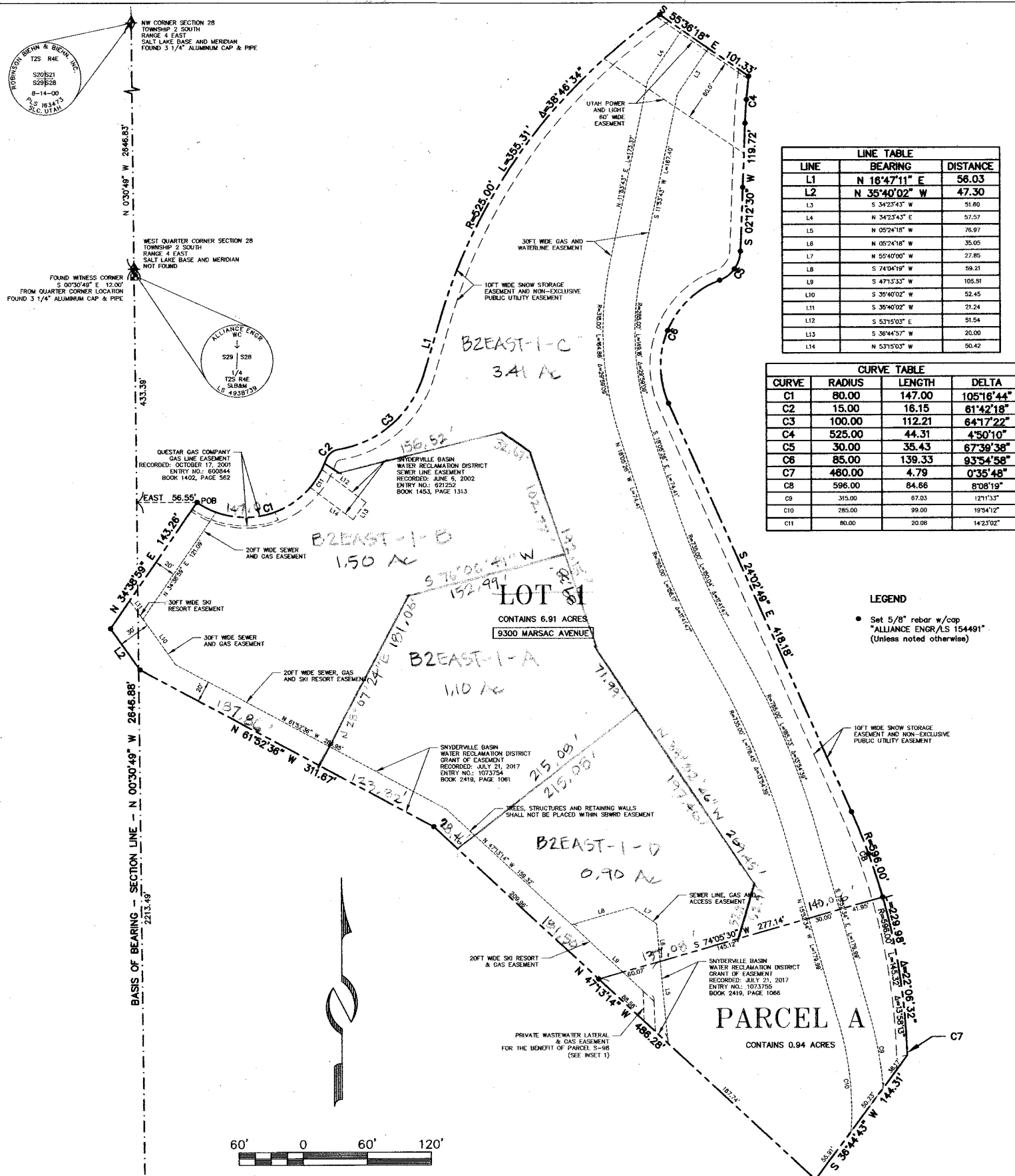
PCA-D-98-GG-1

NEW SERIAL #'S

B2EAST-LOT #

NOTES:

- This plot is subject to the Conditions of Approval in Ordinance 2017-07.
- All applicable conditions, regulations, requirements, and stipulations of the Amended and Related 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.
- 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.
- Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
- Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit.
- 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 shaft, approved by a geotechnical engineer, and detailing any additional work required in conjunction with building construction in the vicinity of the shaft.
- 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.
- 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.
- A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
- Lot 1 is subject to the Declaration of Development Covenants, recorded as Entry No. 00806100 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.
- Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District ("SBWRD"). A Line Extension Agreement approved 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.
- The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
- 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.
- 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 reimbursement fees as provided therein.
- 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 investment fees, and all other such obligations as are outlined in the Development Agreement. Per that certain Acknowledgment 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 Acknowledgment 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.
- 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.



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 herein, 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°45'34"; 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.

LINE	BEARING	DISTANCE
L1	N 16°47'11" E	56.03
L2	N 35°40'02" W	47.30
L3	S 34°38'59" E	143.26
L4	N 47°13'14" E	486.28
L5	N 00°35'48" E	4.79
L6	N 88°03'42" S	460.00
L7	S 24°02'49" E	418.18
L8	S 93°54'58" E	139.33
L9	S 20°07'52" E	85.00
L10	S 67°39'38" E	35.43
L11	S 87°47'30" N	119.72
L12	S 02°12'30" W	229.98
L13	S 65°57'11" S	596.00
L14	S 93°54'58" W	418.18

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	30.00	119.72	1°17'37"
C10	285.00	99.00	19°41'12"
C11	80.00	20.08	14°27'02"

LEGEND

- Set 5/8" rebar w/cap
- ALLIANCE ENGRS 154491*
- (Unless noted otherwise)

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.
Delaware corporation, its Manager

By: David Ash, Sr. Vice President

ACKNOWLEDGMENT

State of Utah
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 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 governing Agreement or Resolution of its Members, and he acknowledged to me that he executed the Subdivision Plat.

Gail
A Notary Public commissioned in Utah

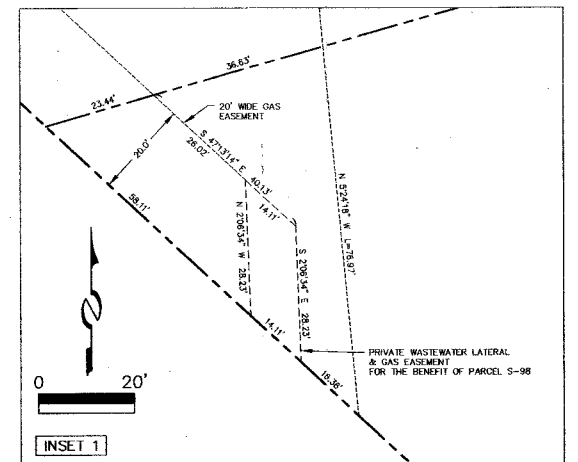


Craig R. Rodman
Printed Name

Residing in: Park City, UT

My commission expires: 8/12/2019

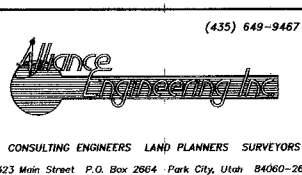
Commission No. 678353



B2 EAST SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 26th DAY OF February, 2018
BY [Signature]
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 8TH DAY OF FEBRUARY, 2017
BY [Signature]
VICE-CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 26th DAY OF March, 2018
BY [Signature]
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 2nd DAY OF March, 2018
BY [Signature]
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 9TH OF MARCH, 2017
BY [Signature]
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS 9TH DAY OF MARCH, 2017
BY [Signature]
PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Redus Park City LLC
FEE \$32.00
DATE 3/1/2018 TIME 8:19AM ENTRY NO. 1081536
RECORDOR [Signature]
B2 EAST SUBDIVISION

Ordinance 2017-07

AN ORDINANCE APPROVING THE B2 EAST SUBDIVISION, LOCATED WITHIN THE POD B-2 EMPIRE PASS MASTER PLANNED DEVELOPMENT AT 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.

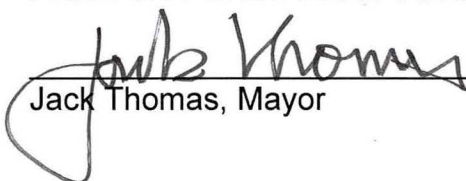
21. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on 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.

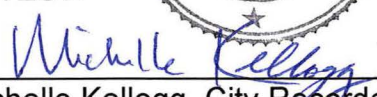


PARK CITY MUNICIPAL CORPORATION



Jack Thomas, Mayor

ATTEST:



Michelle Kellogg, City Recorder

APPROVED AS TO FORM:



Mark Harrington, City Attorney

Exhibits

Exhibit A – Proposed subdivision plat

EXHIBIT A



SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938736, as prescribed by the laws of the State of Utah, and that by authority of the courts, this Report of Survey map of B2 EAST SUBDIVISION has been prepared under my direction and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTIONS

A parcel of land located in the west half of Section 28 and the southeast quarter of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 00°30'49" West 2213.49 feet along Section Line and East 58.55 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 Morace 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 Morace 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 103°18'14" 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°42'16" to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears North 09°55'27" West; thence 3) northeasterly along the arc of said curve 112.21 feet (chord bears North 48°55'32" East 108.41 feet) through a central angle of 64°17'22" thence 4) north 19°57'11" East 58.03 feet to a point on a curve to the right having a radius of 825.00 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°40'34" thence South 33°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 43°01'30" 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°39'36" to a point on a reverse curve to the left having a radius of 85.00 feet, of which the radius point bears South 20°07'30" East; thence southeasterly along the arc of said curve 139.33 feet through a central angle of 93°54'58" thence South 24°02'49" East 415.13 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 85°57'11" West; thence along the arc of said curve 228.98 feet through a central angle of 22°06'32" to a point of compound curve to the right having a radius of 450.00 feet, of which the radius point bears South 60°03'42" West; thence southerly along the arc of said curve 4.79 feet through a central angle of 00°30'46" thence South 38°44'43" West 144.31 feet; thence North 47°13'14" West 486.28 feet; thence North 61°12'36" 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 introduction of this Plat.

In witness whereof, the undersigned set his hand this _____ day of _____, 2016.

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

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State of _____
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: _____

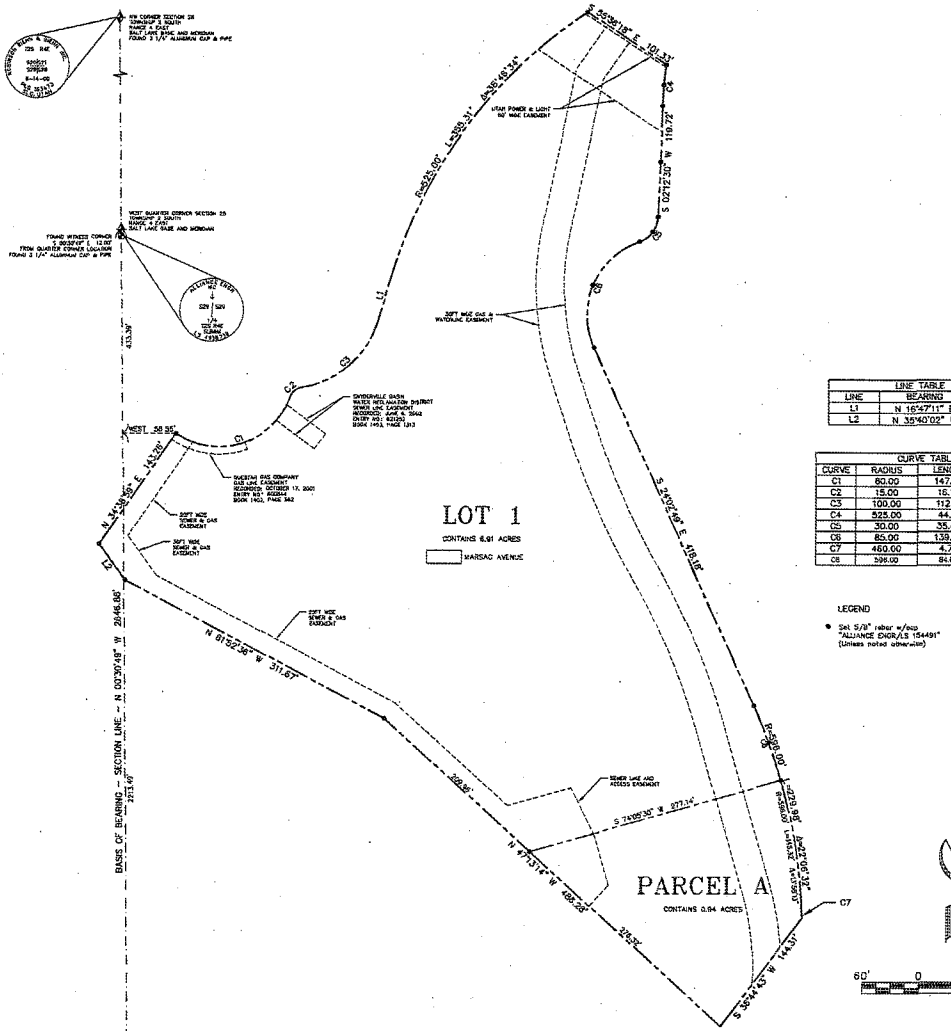
NOTES:

- This plat is subject to the Conditions of Approval in Ordinance 2016-_____.
- 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.
- Conditional use permit approval will be required prior to construction on Lot 1.
- A dedication 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.
- The lot and parcel described on this plat are subject to the Restored Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 30-Acre Quinn's Junction Pines and Iron Mountain dated as of March 2, 2007, and recorded on March 2, 2007 as Entry No. 00800102 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 42 Affordable Unit Equivalents thereon, on each of these apportioned terms as 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 0.56 additional support commercial allowed by existing covenants, which number shall be determined and added to the allotment 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 or Parcel B to be used in connection with resort and similar activities.
- Owners and potential buyers of any parcel, unit or lot 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, droppage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The applicant so resort and its facilities are not members of any master association but are served by a private resort and its facilities are governed by such owner or agreement with such owner.
- The Empire Peak Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Peak, 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.
- [Utility Easement dedication - await comments from PCMC regarding Waterline]
- The property is located within a water source protection zone. All sewer construction must comply with the State of Utah drinking water regulations.
- A 10' snow storage easement is hereby dedicated to the Master Association along the frontage of the single development lot depicted hereon.
- Fire sprinklers will be required within all dwellings constructed on the single development lot depicted hereon.

SHEET 1 OF 1

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
PARCITY, SUMMIT COUNTY, UTAH



LINE	BEARING	DISTANCE
L1	N 16°27'11" E	56.03
L2	N 35°40'02" W	47.30

CURVE	RADIUS	LENGTH	DELTA
C1	80.00	147.00	103°18'14"
C2	15.00	16.15	61°42'16"
C3	100.00	112.21	64°17'22"
C4	525.00	44.31	43°01'30"
C5	30.00	35.43	67°39'36"
C6	85.00	139.33	93°54'58"
C7	450.00	4.79	0°30'46"
C8	596.00	84.86	85°57'11"

LEGEND
• Salt 5/8" rebar w/flag
• ALUMINUM CORNERS 154491"
(Unless noted otherwise)

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2017 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2016 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2017 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2017 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2017 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2017 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ FEE _____ RECORDER _____
	UTAH JOB NO. 12-3-16 FILE #X\Ensite\dwg\lrv\plat2016\120216-B2_East.dwg					
	CONSULTING ENGINEERS AND PLANNERS SURVEYORS 223 West Street P.O. Box 1004 Park City, Utah 84060-1004					
	CONTRACT NO. 12-3-16					





































From: [Douglas Ogilvy](#)
To: [Brendan Conboy](#)
Cc: [Hannah Tyler](#)
Subject: Fwd: B2 East MPD Application
Date: Thursday, March 18, 2021 10:43:43 AM

Brendan,

Thanks for the update on your meeting with Mark and your points of clarification last night. Hannah and I have reviewed and discussed your comments and offer below the Applicant's take on the issues raised yesterday.

1. MINOR vs SUBSTANTIVE AMENDMENT

We are puzzled by your recommendation that Planning Commission find the proposed amendments Substantive. The Applicants have proposed two amendments:

1. Amend the Flagstaff DA (the Large Scale MPD) to replace 5 multi-family units with 2 PUD units.
2. Amend the Pod B2 MPD (the Small Scale MPD) to change the approved Volumetrics for development on the B2 East site.

LMC Section 15-6-4(K) states:

1. Minor Modification. *A minor modification to an approved Master Planned Development is a modification that compiles with the Land Management Code and Master Planned Development approval and **does not trigger additional Off-Street Parking requirements, does not reduce Open Space, and does not increase traffic by 5% or more** as demonstrated by a traffic generation study (emphasis added).*

With respect to both the Large Scale MPD and the Small Scale MPD, the proposed amendments conform to the Minor Modification requirements:

- The reduction of 3 residential units from that permitted under the 2007 DA reduces the Off-Street Parking requirement by $1.5 * 3 = 4.5$ stalls. The Off-Street Parking for B2 East under the 2007 Pod B2 Small Scale MPD is 124 required for residential plus up to 75 for the Empire Day Lodge for a total of 199. The Parking Requirement under the B2 East CUP application is 97 stalls for the Lodges, 60 stalls for the Empire Day Lodge plus 8 stalls for the Villas for a total of 165, a 17% reduction.
- The B2 East site is considered a development site under the 2007 DA (Large Scale MPD) with no acreage from this site included as Open Space in the determination that 88% of lands within the Flagstaff Annexation Area will remain as Open Space. Relocation of density from the lower portion of the site to the upper portion of the site does not reduce Open

Space since no part of B2 East is considered Open Space.

- It is intuitively obvious that the reduction in residential units on B2 East from 81 permitted under the 2007 Small Scale MPD to 70 permitted under 48 proposed under the Sommet Blanc CUP will result in a significant traffic reduction.

LMC Section 15-6-4(K) also states:

2. Substantive Modification. Substantive modifications to an approved Master Planned Development create additional impacts and require review of the entire Master Planned Development and Development Agreement by the Planning Commission, unless otherwise specified in the Development Agreement. Substantive modifications include but are not limited to a change of a Finding of Fact or Condition of Approval, a change in Use, or an increase in Floor Area that triggers additional Off-Street Parking requirements, a change in Use or an increase in Floor Area that generates more than a 5% increase in traffic demonstrated by a traffic generation study, or a reduction in Open Space.

- Since the proposed amendments to the Pod B2 MPD and Flagstaff DA result in a reduction in Off-Street Parking requirements, a reduction in traffic, and no reduction in Open Space, **there are no additional impacts caused by the proposed amendments.**
- While the proposed changes to Volumetrics do change the Findings of Fact and Conditions of Approval under the Small Scale MPD, these changes do not create additional impacts and as such are not Substantive. The approved Volumetrics are so highly prescriptive that **any** change from the original Hill Glazier conceptual design would require a change to the Volumetrics. The public record shows that the Hill Glazier conceptual design received minimal overview during the approval of the Pod B2 MPD while the B2 West (Montage) design received extensive review. Furthermore, it is clear that the Hill Glazier conceptual design fails to satisfy Fire Marshall requirements in multiple ways. Clearly it was not the intent of the parties to lock down the design on the B2 East site based on the minimal review conducted in 2007.
- The Applicant has proposed converting 5 multi-family UEs to 2 PUD UEs under the Flagstaff DA (the Large Scale MPD) to reduce building massing by inserting a break between Villa 3 and Villa 4. Should Planning Commission determine that this minor change is Substantive, the Applicants will amend their application to join all five Villas which negates the benefit of splitting these units into two buildings as proposed. This is the **only** change proposed to the Large Scale MPD, so in no case should the Large Scale MPD (the Flagstaff DA) require review.

The definitions of Minor Amendments and Substantive Amendment are incongruent. It is clear that the proposed amendment meet the requirements of the Minor Amendment.

2. ADA UNITS

As stated in previous emails and acknowledged by you this evening, every project at Empire Pass has included ADA units and none have required UEs. For example:

Residences at the Tower (City Council Approval 2-28-19)

- Finding of Fact 1

*Residences at the Tower condominium plat identifies 14 private market rate multi-family residential units totaling 42,453 sf, utilizing 21.227 UE, **as well as 1 ADA unit** and 1 deed restricted affordable unit.... (emphasis added).*

Argent (Planning Commission Approval 11-13-19)

- Density Summary (Staff Report)

ADA accessible units and deed restricted units do not count towards the UE cap.

Empire Residences (Planning Commission Approval 10-25-17)

Finding of Fact 16

*The total floor area of the residential (market rate) units is 49,000 square feet and utilizes 24.5 UE,
this does not include the affordable unit or the ADA unit.*

You also enquired about legislative requirement for accessible units. We are referencing the Americans with Disabilities Act as noted below:

ADA Part 36 Addressees Accessible Requirements

Definition 36.104 states:

*“Place of public accommodation means a facility operated by a private entity whose operations affect commerce and fall within at least one of the following categories:
(1) An inn, hotel, motel, **or other place of lodging**, except for an establishment located within a building that contains not more than five rooms for rent or hire...*

Section 9 addresses Accessible Transient Lodging

- 9.1.2 states that for properties with 26 to 50 rooms, 2 Accessible Rooms are required. Sommet Blanc includes 48 Residential Units plus 2 ADA units for a total of 50, 2 of which must be accessible.

3. RESIDENTIAL ACCESSORY USES

Prior projects at Empire Pass have included numerous amenities that have been

treated as Residential Accessory Uses. Other than the Talisker Tower (which includes a commercial club operation) and the Montage (which includes a commercial spa and several restaurants (all open to the general public) that are treated as Resort Support Commercial), no prior residential buildings at Empire Pass have had amenity space designated as Resort Support Commercial.

The Flagstaff DA (2007) defines this as follows:

“Residential Accessory Uses” provisionally **means uses that are for the benefit of the residents of a** commercial residential use such as a hotel or **nightly rental condominium project**.

The LMC defines “Accessory Use” as follows”

“Accessory Use”. A land Use that is customarily **incidental and subordinate to the primary use** on the same Lot.

All of the spaces identified as Residential Accessory in the Sommet Blanc application are for the benefit of residents of a nightly rental condominium project. They are also incidental and subordinate to the primary residential/nightly lodging use. All of the Residential Accessory spaces will be Common Area of the HOA and none shall be open to the general public.

The proposed Residential Accessory areas are consistent with those constructed in previous projects at Empire Pass that have been classified as Residential Accessory.

Argent (Planning Commission Approval 11-13-19)

Staff Report - Residential Accessory uses (Guest amenities)

Common residential amenity areas are provided on level one, including ski lockers, a kid’s room, fitness area, lounge/apres ski area. The basement level contains an owners’s storage area and game room. There is also a reading room and deck on the 6th floor. The guest amenity area is approximately 8,433 sf.

Finding of Fact 5 (G)

*Guest amenity areas (arcade/game room, fitness areas, ski lockers, lobby, lounge, apres ski room, kids room and reading room, etc.) are proposed on the basement, first and sixth level. **These common residential accessory uses do not require UEs** (emphasis added).*

Talisker Tower Addition (Planning Commission Approval 12-14-16)

Finding of Fact 27

*The Tower Club Phase I Conditional Use Permit was approved by the Planning Commission on March 11, 2009, for approximately 8,880 square feet. There are approximately 2,264 sf of private dining club, kitchen and small convenience store uses, and **6,616 sf of residential (and resort) accessory uses** (ski lockers, recreation amenities, kids club and programming, etc.) circulation and storage.*

Empire Residences (Planning Commission Approval 10-25-17)

Finding of Fact 16

*The total floor area of the residential (market rate) units is 49,000 square feet and utilizes 24.5 UE, this does not include the affordable unit or the ADA unit. Guest amenity areas (exercise and recreation areas, locker rooms, lobby and reception area, lounge/pub, restrooms etc.) are proposed on the first level **These common residential accessory uses do not require use of UEs.***

The proposed Resort Accessory amenities included within the Sommet Blanc project are very similar to those provided in prior Empire Pass projects:

- Yoga (exercise area not open to the public)
- Fitness (exercise area not open to the public)
- Skier Lounge (common lobby)
- Ski Valet (common ski lockers)
- Concierge (concierge)
- Other Lounge Areas (common lobby)
- Massage Treatment Rooms (common pools, saunas and hot tubs)

None of these are open to the general public, and none are staffed as a commercial operation.

The massage treatment rooms have similarities to the Spa at the Talisker Tower, but several key differences. The Talisker Spa is operated as a commercial enterprise with Talisker Club employing massage therapists and selling massage treatments to its members. Talisker Club and City Staff both agreed that this was a commercial undertaking and the treatment areas at the Talisker Tower are treated as Resort Support Commercial.

The massage treatment rooms at Sommet Blanc are available to owners and guests on a similar basis to a Board Room. An owner or guest can reserve the treatment room, and procure treatment services from an outside provider. Rather than receiving treatment in his or her residential unit, the owner may receive treatment in a more suitable venue. Neither the HOA nor the HOA Manager will be retaining staff to offer massage services on a commercial basis. The general public will have no access to spa treatments in these rooms. The Applicant thus considers this space to be an accessory use for the residences similar to common pools, saunas and hot tubs.

We have used the above basis for determining that the Restaurant open to the general public is the only Resort Support Commercial space within the Sommet Blanc project.

We would be pleased to tee up a call to discuss further.

Doug & Hannah.

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:**

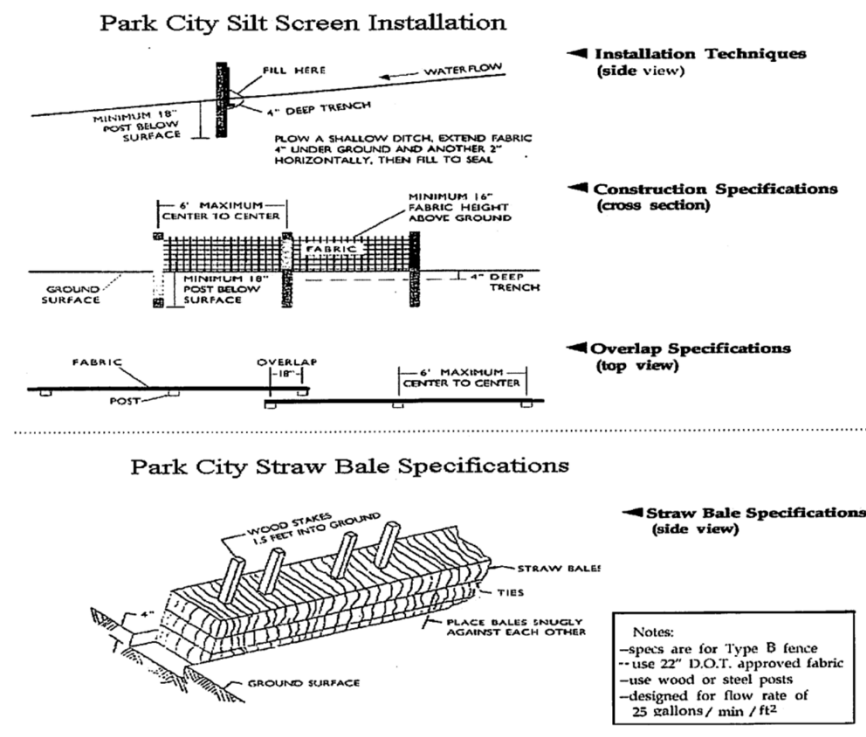
Dogs or pets are not allowed on site. Firearms, alcohol, and drugs are prohibited as well. Visitors must check in at the construction project office and be authorized to be on site with the proper personal protective equipment (hard hat, safety vest, safety glasses, etc.).

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 Stone Pad Specifications

STONE PAD SPECIFICATIONS

