PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
October 9, 2024

The Planning Commission of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually.

ZOOM Link: https://us02web.zoom.us/j/86137534714

MEETING CALLED TO ORDER AT 5:30 PM.

1. ROLL CALL

2. MINUTES APPROVAL

2.A. Consideration to Approve the Planning Commission Meeting Minutes from September 11, 2024

2.B. Consideration to Approve the Planning Commission Meeting Minutes from September 25, 2024

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

4. PUBLIC COMMUNICATIONS

5. REGULAR AGENDA

5.A. **2411 Country Lane Drive and 28 Payday Drive – Plat Amendment** – The Applicant Proposes a Plat Amendment to Remove a Height Restrictive Plat Note. PL-24-06253 (15 mins.)
(A) Public Hearing; (B) Action

5.B. **1273 and 1275 Sullivan Road – Condominium Plat Amendment** – The Applicant Proposes to Amend the Plat to Add a Second Story Room Above Existing Single-Story Unit 6. PL-24-06182 (15 mins.)
(A) Public Hearing; (B) Action

5.C. **Mid-Mountain Trailhead Parking Lot – Modification to a Condition of Approval –** The Applicant Requests an Extension of Sommet Blanc Condition of Approval 18, Requiring the Mid-Mountain Trailhead Parking to be Completed by October 15, 2024, to Accommodate UDOT and Rocky Mountain Power Requests. (15 mins.)
(A) Possible Action

5.D. **3267 Deer Hollow Road – Founders Place Phase III Condominium Plat** – The Applicant Proposes Developing Phase III of the Founders Place Condominiums, which Includes Construction of Building 4 with 24 Market Rate Residential Units Totaling 61,507 Square Feet of Net Floor Area, One 992-Square-Foot Employee Housing Unit, an Underground Parking Garage, and a Pedestrian Bridge across Deer Hollow Road Connecting the Development with Phases I and II to the South in the Recreation Commercial Zoning District. PL-24-06237 (20 mins.)

(A) Public Hearing; (B) Action

5.E. **Snow Park Village Base Area – Deer Valley Resort 13th Amended and Restated Large Scale Master Planned Development Permit and Phase I Conditional Use Permit** – The Applicant Proposes a Three-Level Parking Garage with 1,971 Parking Spaces, an Underground Transit Hub Adjacent to Snow Park Lodge, a Conceptual Site and Circulation Plan, and Road and Utility Improvements. PL-21-04767 MPD, PL-21-04811 CUP (120 mins.)
(A) Public Hearing; (B) Continuation to October 30, 2024, Special Meeting

6. ADJOURNMENT

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

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

A majority of Planning Commissioners may meet socially after the meeting. If so, the location will be announced by the Planning Commission Chair. City business will not be conducted.

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
SEPTEMBER 11, 2024

COMMISSIONERS IN ATTENDANCE: Chair Sarah Hall, Christin Van Dine, Laura Suesser, Bill Johnson, John Frontero, Henry Sigg, Rick Shand

EX OFFICIO: Rebecca Ward, Planning Director; Alec Barton, Senior City Planner; Jaron Ehlers, City Planner; Meredith Cover, City Planner; Mark Harrington, City Attorney

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1. ROLL CALL

Chair Sarah Hall called the meeting to order at 5:30 p.m. and confirmed the presence of all Commissioners.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from August 14, 2024.

MOTION: Commissioner Frontero moved to APPROVE the Planning Commission Meeting Minutes from August 14, 2024. Commissioner Suesser seconded the motion.

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

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Rebecca Ward reported that there were a couple of items on tonight's Agenda that would be reviewed by the Planning Commission but that would not have a public hearing. She identified these Agenda items as the Snow Park Village Base Area application and the proposed modifications to the parking at the Snow Creek Development. There would be future public hearings scheduled on both of these items. Public input could be submitted on the Snow Park Master Planned Development at any time by emailing planning@parkcity.org.

With regard to the proposal for the Snow Creek parking expansion, Director Ward reported that when the Planning Commission makes its determination this evening, it would go through a future review, which would include a public hearing. She reminded the Commission that those wanting to provide public comment during tonight's meeting to please state their full name and sign in. For those appearing via Zoom, she requested they sign in with their full first and last name. Public input should be limited to three minutes and should be directed to the Planning Commission on the item it is reviewing. She also reminded speakers to be civil.

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Director Ward announced that a Fall Open House featuring City projects was scheduled for September 18, 2024. This Open House would take place at Miner's Hospital and would include the General Plan.

Commissioner Suesser asked if the Open House would include the Bonanza Park Small Area Plan. Director Ward stated the Small Area Plan would not be included.

Chair Hall reiterated her prior disclosure that she retained the law firm where Justin Keyes works, and it would not require her to recuse herself. She also noted that a Director of Rivian reached out many months ago in relation to the Planning Commission application and that it would not bias her ability to hear that application.

4. PUBLIC COMMUNICATIONS

There were no public communications.

5. WORK SESSION

A. Snow Park Village Base Area - Deer Valley Resort 13th Amended and Restated Large Scale Master Planned Development Permit and Phase I Conditional Use Permit - The Planning Commission Will Review the Status Update and Proposed Schedule for Public Hearings and Work Sessions Related to Phase I of the Snow Park Village Base Area Development at Deer Valley. Phase I of the Project Includes a Three-Level Parking Garage with 1,971 Parking Spaces, an Underground Transit Hub Adjacent to Snow Park Lodge, a Conceptual Site and Circulation Plan, and Road and Utility Improvements. PL-21-04767 MPD, PL-21-04811 CUP (60 mins.) Public comment may be submitted to the Planning Department: alexander.barton@parkcity.org

Director Ward explained that the application was for an amendment to the Deer Valley Resort Master Planned Development ("MPD") Conditional Use Permit ("CUP") for Phase I of that development. The applicant proposed Phase I of the Base Area project that would include a three-level parking garage, an underground Transit Hub adjacent to the Snow Park Lodge, and a conceptual Site and Circulation Plan with road and utility improvements. The application was submitted in December 2020 and has been pending for a number of years. This application was last before the Planning Commission on January 18, 2023. As part of that review, Director Ward recalled that the Commission did not take a formal vote on a positive or negative recommendation on the proposed vacation of the right-of-way but reached a consensus that the question should be moved to the City Council for review and action. The Commission forwarded their consensus with detailed qualifiers, concerns, conditions, and caveats for the City Council to consider.

Director Ward reported that the City Council reviewed the applicant's request for a vacation of right-of-way over 12 meetings in 2023. On December 14, 2023, the City Council approved the vacation of right-of-way and also approved a Resolution for a public/private partnership and a Letter of Intent for a shared parking facility in the area of Highway 40 and State Route ("SR") 248. Since that time, the applicant has been working with Staff as they worked to revise and update the plans. She also reported that the applicant held a series of community meetings for input on the revisions.

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Director Ward reported that as the Commission evaluates the plan's compliance with the Land Management Code ("LMC") and the prior MPD requirements, the City Council would concurrently continue to evaluate the options for the public/private partnership. City Engineer, John Robertson and Transportation Planning Director Tim Sanderson, and their consultants had reviewed the Traffic Impact Study and the transit and circulation for the updated plans. The Planning Team also evaluated the plan had been working with the applicant and would continue to do so, so they would have updated information and detailed review to present to the Planning Commission in several upcoming public hearings.

Director Ward reported that during this Work Session, the applicant would present a high-level overview of the revisions to their plans, and the substantive changes to the Circulation Plan, the Transit Hub location, and the configuration of the parking garage. The Planning Commission was scheduled for an in-depth review of the details of these revisions, with a public hearing on October 9, 2024. A special meeting was also scheduled for this project on October 30, 2024. A further public hearing would then be conducted on November 13, 2024, with potential additional review in December or into 2025, as needed.

Chair Hall disclosed that she retained Snell & Wilmer and that would not impact her decision or ability to participate in this application. Hannah Tyler, Vice President of Resort Planning for Deer Valley introduced herself as Applicant's representative. She stressed that they have a once-in-a-generation opportunity to create an incredible resort base area at Snow Park. She noted that this process had been a journey and that some current members of the Planning Commission had been part of this journey since the initial submission, while others were new to the Commission since the applicant was last before it.

Ms. Tyler emphasized that this journey had been an incredible collaboration. They worked with the Honorable Mayor, the City Council, and the Planning Commission. They also engaged with City Staff, who she described as world-class. They also engaged with their own Deer Valley Staff and most importantly, the community. She proudly stated that they listened carefully throughout this process and were excited to share the evolution of their vision. She stated that this presentation would provide an overview of the evolved plan, and in future meetings, they would return with specific topics in greater detail.

Ms. Tyler introduced Jen Pasquier, Deer Valley's Project Director for Snow Park Village. Prior to turning it over to Ms. Pasquier, Ms. Tyler wanted to ground the Commission in the essence of Deer Valley. Since Deer Valley's inception in 1981, Deer Valley's commitment to excellence defined the modern ski resort experience. For over 40 years, they stayed true to their founder's vision and focused on the key brand pillars that continue to set them apart.

Ms. Tyler stated that they had dedicated hundreds of hours to conversations with guests, Staff, and community members, and this input was distilled into their Guiding Brand Principles, which include,

- World Class friendly guest service provided by exception employees;
- Attention to detail with a focus on families;
- World-class grooming;
- Innovative dining;
- A ski-only experience with limited capacity; and
- A commitment to sport.

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She commented that none of these should be a surprise to anyone coming to Deer Valley.

Ms. Tyler reported that they used these principles to guide the creation of their Expanded Excellence Plan, which is built on four key components:

- Expanded terrain;
- The development of the new Deer Valley East Village;
- The evolution of Snow Park Village; and
- The revitalization of existing facilities.

For over one year, they worked on Expanded Excellence, and Snow Park Village was the significant next step. Ms. Tyler reported that they had listened to community feedback throughout this process, and the intention for this meeting was to present an evolved plan that reflected their brand pillars and would address the common concerns they have heard. The design principles for this evolved plan include an elevated design. She added that Deer Valley's architectural vernacular was rooted in the sense of place in Park City, and maintaining a consistent sign language across the resort buildings and the surrounding properties was essential to their design success over the past 40 years. She emphasized that visitors felt that warm and inviting design when they visited Deer Valley today. Ms. Tyler added that they also want to see a seamless arrival experience. Deer Valley's guests expect a smooth and welcoming arrival, and they are committed to enhancing that experience with this plan.

Ms. Tyler expressed that they also wanted to see the human scale, and wanted the development to feel intimate and purposeful, reflecting the personal touch that had defined Deer Valley. They also wanted integration with nature. Additionally, she stated that sustainability was central to their vision, with goals for carbon neutrality, sustainable water and waste management, and an overall focus on sustainability throughout the development. She noted that they also wanted to see year-round activation. Snow Park Village would offer amenities for both locals and destination guests, ensuring that the space would be vibrant throughout the year. She expressed great pride in the progress and evolution made in their plans. They conducted a lot of community engagement with hundreds of community members over the past year, and the plans continued to evolve through this entitlement process as they went to the community with a series of open houses.

As Director Ward mentioned, Ms. Tyler stated they have held regular working sessions with Staff that were incredibly impactful to their overall progress. They also met with their own technical consultants and third-party reviewers and would continue to hold these work sessions parallel with the Planning Commission entitlement process. She stated that they were very excited to bring this back before the Commission.

Ms. Pasquier explained that she was leading the development effort on behalf of the resort. She reported that this presentation would be a high-level overview and echoed the statements that this was a once-in-a-generation opportunity. She presented an image of the site and explained that in looking at the parking lot, it was 14 acres of dirt in the middle of the community and at the base of the resort. They have the opportunity to reintegrate this with nature to make it an active and dynamic part of the community by burying the parking and giving this space back to people.

Ms. Pasquier explained that at the core of what they were trying to achieve was how they reconnected to nature, how they connected to the snow-making ponds, and how they connected to the existing terrain. In terms of walkability, she stated they took a lot of inspiration from European alpine villages in terms of scale and pedestrian friendliness. She stressed that this

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plan would bury the cars, and with that would come an incredible opportunity to give this space back to the community and create a really active space. They want visitors to meander through the village and discover, and they want this to be a year-round place. She acknowledged that Deer Valley was rooted in skiing, but also noted the adage "You come to Park City for the winter, and you stay for the summer." She noted the question was how they could experience that with the out-of-town guests, and how to create spaces within the village that were really intriguing for the local community.

Ms. Pasquier explained that in future phases they would address verticality, but in terms of a high-level vision, there would be somewhere between 115 and 120 hotel rooms, approximately 80 residences, and retail and food and beverage on the ground floor and not the plaza level. She stressed that when this project is completed, they would have created nearly four acres of public Open Space and public plaza while ensuring that the village is porous, accessible from all directions, and very accessible to all. She stressed that the goal was to create a hub of activity for this part of town.

In terms of character zones, she mentioned skier services, the fundamental Snow Park Lodge, transit drop-off, and a new gondola. She stated that pulling the gondola into the village would really create a lot of beachfront and a very active snowfront. This meant that when someone was dropped off at the Transit Center, they would come up straight at snow. She also mentioned the village core, where people would dine, go to the spa or visit friends. She then addressed the snow-making ponds, which were used immensely and on which they plan to build to pull the recreation up into the village.

Ms. Pasquier presented the new Master Plan and pointed out a couple of elements they felt were critical. One is the scale of the buildings, wherein she noted that the applicant was not looking to build mammoth façades; rather, they want the buildings to articulate and be intimate. She reiterated that it would be about discovery and how visitors experience this place. She stated they also spent a lot of time on public plazas and public space, and how they could be right-sized to feel really comfortable walking through, but also substantial enough to host farmer's markets and community gathering events. She stressed that getting that right was really valuable to public space. The last thing they want is a giant open plaza that feels empty and a little sad.

Ms. Pasquier revisited the notion of how they could make this porous and how they could make it connect the ten different access points around the village. They thought about all of the cardinal directions, how someone would come in from Main Street and from Doe Pass Road and by accessing the pedestrian promenade. She also mentioned the connection to the ponds and how one might cross to get to the St. Regis. She commented that this plan thought through how people would be using the village.

With respect to vehicular circulation, Ms. Pasquier stated that Ms. Tyler would talk more about specific modalities, but the fundamental concepts heard loud and clear were that arrival, convenience, and accessibility were core to Deer Valley's value propositioning and would be really valuable to the neighborhood. The plan would make the current conditions better. They fundamentally followed the existing traffic flow, and the transit drop-off was essentially where it is today, albeit below grade. They worked really hard with their incredible design team to ensure this space would feel really warm and welcoming. Visitors would still be greeted by Deer Valley "green jackets" when they enter that drop-off. She stressed they were trying to maintain what is there, making it better and improving on that experience.

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Ms. Tyler stated she would address some of the details of the overall site access and circulation. Prior to doing so, she highlighted the key improvements to the Deer Valley Loop that remained consistent in this plan. These included improvements at the intersections of Solamere Drive and Queen Esther Drive, which would include turn pockets, merging lanes, and other enhancements to facilitate better ingress and egress for those developments. She noted they also included the multi-use pathway network throughout the loops and the trails within the ponds, as well as connections to the trails already at Deer Valley. They believed this was important to give people multiple ways of getting to Deer Valley. She explained that the Y intersection would be signalized, as it meets the current engineering warrants today; therefore, even without the Snow Park Village Plan, that intersection would still be signalized.

Ms. Tyler addressed the day skier drop-off component. She explained that if someone were looking to drop off a day skier in the multi-modal hub, they would take a right at the Y, navigate through the new roundabout at the intersection of Doe Pass road and Deer Valley Drive West, and then after the Royal Street intersection the road would turn one way and descend into the multi-modal hub that would be below grade. Guests being dropped off at the hub would not have to cross eight lanes of traffic to get to the resort and would have direct vertical access to the plaza and the lift infrastructure. She added that could be through escalators, stairs, or an elevator. Once a driver dropped off their passenger and wanted to park, they would exit the Transit Center on the east side and then either go into the parking garage on Doe Pass Road or use another entrance on the east side to current lots 5 and 6. The other option would be for drivers to exit the area by turning right at the Y and exiting Deer Valley.

Ms. Tyler noted that they worked out with the City that Doe Pass Road would be a public right-of-way maintained by Deer Valley. For ski school or dropping off a child at the year-round daycare at Deer Valley Academy, the drop-off would be on the east side next to the lodge. They chose to separate that drop-off from the normal drop-off because they recognized that the behaviors of those people were different that someone looking to drop-off a regular guest. They accommodated the ski school and daycare drop-offs so that the driver could park temporarily, leave the car, and get their student or day-skier guest into the ski school. She mentioned that they did not want to clog up the underground Transit Center, so they pulled it out and accommodated it as close as they could to those different options in the lodge.

Ms. Tyler commented that if someone just wanted to park and not drop anyone off, they could go either direction at the Y and enter one of the parking garages either off of Doe Pass Road or on Deer Valley Drive East in lots 5 and 6. Motorists would not be required to go through the drop-off.

In terms of the multi-use lane, which for all intents and purposes would be the “bus only” lane, Ms. Tyler reported that this remained in the plan and would be dedicated to transit vehicles and cyclists. As part of their work sessions with the City, this would align with the City’s Transit First policy adopted by the City Council, and the overall goal was to improve the overall efficiency of transit. She reported that in their next meeting when they talk about the Traffic Impact Study and the overall site circulation, they would dig into the data and where they landed with the City as to why they chose this lane.

With respect to emergency vehicle access, she stated that they heard loud and clear the concerns of the community and Staff about emergency vehicle access. One of the benefits of the “bus only” lane would allow emergency vehicles to also use that lane to access Deer Valley on the in and on the out. She pointed out that the plan also accommodated those emergency vehicles and

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gave them ways to get around the development by clearing areas and making them wide enough to meet the warrants defined by the Fire District. They would continue to work with City Staff and the Fire District as these plans evolve to make sure they meet every single Fire Code. Ms. Tyler expressed pride in the progress made and that they were able to get emergency vehicles into and through the Transit Center.

Ms. Pasquier next addressed the vertical experience for visitors. She reiterated that this plan buried the parking, and they spent time thinking about how they would move people up and out of the parking garage quickly, conveniently, and safely. There are multiple exits throughout the village, at which point a visitor would traverse at grade and experience the alpine village vibe. Level P-1 would predominantly house the Transit Hub and some resident parking. She reported that everyone would drop-off in the same location. They spent much time on safety and convenience while ensuring that seamless arrival experience. When someone exits the Transit Center, they could move up via stairs, elevators, or escalators. Just off the plan to the right, there would also be a couple of ramps up to the new gondola plaza. The intent was that these visitors would not have to cross in front of any vehicles to get up and out of the Transit Center. It would also create equity across modalities, so no matter how someone arrived at the resort, all visitors would be welcomed the same way.

Ms. Pasquier commented that because of the location of the gondola, visitors would come up into the village where the snow beach was pulled in. Therefore, visitors would actually be much closer to snow. They also planned to do some regrading of the lower base area so visitors would not have to walk up to the Carpenter Lift with their skis; rather, access would be much more direct and convenient. Level P-2 would house hotel parking, designated residential parking, and some day-skier parking. These spaces would be accessible via Doe Pass Road.

Ms. Pasquier also noted that there would be a bus electrical charging station on Doe Pass Road and an end-of-line lounge for transit team members to utilize given that this would be an end-of-line route. The majority of the day-skier parking would be located on level P-3, also accessible via Doe Pass Road, or via Deer Valley East for former lots 5 and 6. Fundamentally, this plan was about people, and she wanted to walk the Commission through a couple of different guest profiles. She first addressed day-skiers and what it would feel like coming into this space. She reported that this was supposed to be an emotive experience, and it was also supposed to be convenient. Day-skiers would have a couple of options. Coming in from Main Street, they would descend into the Transit Center where they could be dropped-off with the same welcoming experience by the "green jackets." She added that if a day-skier wanted to park, they would head out on Deer Valley East, take a left onto Doe Pass Road, and enter the parking garage before moving up one of the vertical pathways into the village.

Ms. Pasquier reiterated that step one of the experience would be to drive into the Transit Center, steps 2 and 3 would involve the drop-off and exit, and then step 4 would either be to park or to leave. For transit guests who come to the resort not to ski, but to either go to the spa, go to work, or dine, they would do the same descent into the Transit Center and then take the ramp up to the gondola plaza and meander through the village to their destination. She noted that another bus stop on Doe Pass Road would be an option for those heading toward the ponds.

Ms. Pasquier reported that families are core to Deer Valley, so they thought a lot about convenience and safety. She noted that skiing with children can be difficult, so they wanted to make that as safe and convenient as possible, therefore, they re-routed families directly to the front of Snow Park Lodge. They also reconfigured some of the lodge components, so visitors

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could get out of their cars and head straight in instead of having to meander through for check-in and drop-off. Temporary parking would be available to allow for more support for the child to be checked in. After dropping off the children, the parents could go park if they were going to ski or head out the loop. The fact that the presented diagram was the simplest diagram in the presentation was reflective of the fact that they tried to make this easy for families.

Ms. Pasquier reported that for those who are not interested in skiing but want to visit the village to otherwise recreate, they would approach via Deer Valley Drive, turn onto Doe Pass Road enter the parking lot on Doe Pass Road, and then go up into the main plaza and experience the village. She mentioned that the entire professional team was present to answer any questions. She expressed appreciation for the opportunity to share this evolution.

Chair Hall noted that there were no direct questions for the Commission from either Staff or the applicant and asked the applicant's team if they had specific questions for the Commission. Ms. Tyler wanted to make sure that they presented the Commission with the information that would make the Commission's job easy in terms of reviewing the project. She requested anything further that would help the Commission review this project because they want to ensure that they feel good about the decision-making process. Chair Hall reported that they are in the infancy of the application and without Staff evaluation of the LMC criteria the Commission did not have a lot to talk about in terms of specific details at this meeting.

Commissioner Suesser requested more information on the circulation within the garage. On behalf of the applicant, Jeff Covel, Design Director at Skylab Architecture identified himself as the lead designer on the project. He thanked the Commission for the opportunity to be present. They created a series of terraces, and the parking lots will diminish as they go to the north. This was important in terms of managing a fairly strict requirement in the project, and to have the grade of the plaza naturally step down in a smooth way as they connect the ponds to Snow Park Lodge. Along that route, there are five primary vertical connections. A pair of elevators and a stair would take someone to Snow Park Lodge and the Carpenter Lift. There would also be a set of escalators and a stair that would take someone to the gondola. A pair of elevators and a stair would be attached to the gondola so that a visitor could literally come up into the gondola building.

In addition, there were two more vertical connections including one in the hotel and the north plaza and another on the north side of the pedestrian bridge planned for Doe Pass Road.

Mr. Covel reported that a primary circulation core underground would connect all five. If someone came in from Doe Pass Road, which would be the primary entrance on the south side of Doe Pass Road, there would be a direct ramp into P-3 and one entrance would take a driver into P-2. There would be internal circulation from there where a driver could actually go under Doe Pass Road and connect to the north side of P-3. He stated there would also be an internal ramp and exit out of the north side. Mr. Covel reported that there would be four primary garage entrances to P-3 and P-2, and all of those would share the vertical access. P-1 was kind of an isolated parking garage only accessed from Deer Valley Drive East. It would have a smaller footprint and would essentially share three of the vertical connections due to the terracing down.

In response to a further inquiry from Commission Suesser, Mr. Covel explained that coming in from Deer Valley Drive East there would be two entrances: on the southern end that would take a driver into P-1, and the northern entrance that was essentially the boundary of lots 5 and 6 that would take a driver down into P-3. Mr. Covel mentioned that P-1 would have only one ingress and egress and would have a smaller quantity of vehicles. The bulk of the parking would be in P-

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2 and P-3, which was where they have more options and more porosity and internal connectivity between levels. In response to Commissioner Rick Shand's question about the current capacity of the parking lots, Ms. Tyler responded that it was 1,340.

Commissioner Suesser asked how a visitor would descend down into the parking garage at the end of the day. Mr. Covel noted there would be a handful of options and scenarios, and it would depend on which part of the plaza one was coming from. He stated if someone came down the gondola and skied to the primary snow beach, someone could take their skis off, put them in a valet and a set of escalators would then take them to the drop-off area to be picked up or to take transit. Adjacent to that would be an additional stair and another set of elevators that could take a visitor into the parking levels. Skiers getting off at Carpenter Lift would essentially be a story above that along with a separate ski valet and a separate set of elevators that would take the skier down into the drop-off center. Mr. Covel added that there would be opportunities to access the garage for those deeper in the village. He acknowledged it was an interesting design for them, but they were really trying to locate the cores directionally moving visitors toward the snow. It did not make sense to make people walk away from the snow and then back; therefore, they looked very carefully at subdividing the lots into five equal sections and then trying to have a vertical core at the southern end of each one.

Commissioner Johnson noted that the previous application did not ask for any exceptions within the Code or in the Development Agreement and asked if that was still the case. Ms. Tyler confirmed that was still accurate.

Chair Hall thanked the presenters and stated the Commission would look forward to the next meeting. Director Ward reported that the next public hearing for this project would take place on October 9, 2024. A special meeting was also scheduled for this project on October 30, 2024. Chair Hall stated that the Commission would take in-person or virtual public comment during the October 9, 2024, public hearing. Comments could also be submitted by emailing planning@parkcity.org.

Commissioner Suesser asked if the parking to access the ponds would be eliminated or whether some parking would still be available for those recreating at the ponds. She also inquired about the sustainability goals and noted the extra amount of snowmaking required to keep the snow beach covered. She inquired how that worked into the plan and how the plan addressed sustainability with the extra snowmaking. With respect to parking for access to the ponds, Project Manager Pasquier reported that visitors would still be able to park in what were currently lots 5 and 6. The direct access from Deer Valley East into the new garage would be open and accessible.

In terms of sustainability, Ms. Tyler stated that they would address sustainability in depth during another meeting; however, in terms of extended snowmaking for the ski beach, she stated it would be quite comparable to the current ski beach. She mentioned the grading opportunities on Y West as well as at their World Cup venue and future Olympic venue. They would be moving all of the excavated dirt up onto the mountain, and some of it would actually be a water-savings activity because by relocating the dirt onto the mountain they would make less snow to accommodate those events. They were excited about the opportunity to eliminate the need for all of the trucks full of dirt to go down Deer Valley Drive, and to also help them with their sustainability goals to conserve more water. They currently did not have an issue maintaining snow at the Base Area, and they did not see an issue with that in the future. Ms. Tyler emphasized that there would be some water-saving techniques that would come out of some of the

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construction activities. She recalled that sustainability would be discussed with the Commission in November.

Commissioner Suesser asked if the ponds were the main resource for the water for snowmaking. Ms. Tyler confirmed and added that because it was within this watershed, all of this water came from the ponds for current Deer Valley. She explained that Deer Valley had only so many rights, and in the future, they would not be able to exceed their current rights, therefore no additional water specific to the Snow Park Village Base Area development would be used for snowmaking.

6. REGULAR AGENDA

A. 1800 Park Avenue - Park and Kearns Master Planned Development - The Applicant Proposes Redevelopment of the Site with 182 Hotel/Condo Units, 60 Affordable Units, 8,143 Square Feet of Restaurant/Bar Uses, 4,750 Square Feet of Retail, 6,500 Square Feet of Office Space, and Accessory Use Exceptions in the General Commercial Zoning District and Frontage Protection Overlay Zone. PL-22-05476.

Director Ward introduced Senior Planner, Alec Barton, who joined the team in July 2024. She reported that he would be taking the project forward. They were excited to have Planner Barton on board. She recalled the Commission of the applicant's last discussion where they requested input and a determination on Building Height. Director Ward reported that the applicant revised their plans. The purpose of this meeting was to review their thoughts regarding the project regarding the site design and Building Height based on the criteria in the Code. The applicant wanted to determine if they heard and understood the Commission's input, and whether they were on the right path as far as the site design.

Director Ward reported that this item would be continued to September 25, 2024, for an in-depth discussion. The Staff Report outlined additional public hearings.

Planner Barton echoed Director Ward's comments that the applicant would present updated plans to reflect the direction of the Commission during the last public hearing. He presented the Building Height exceptions and indicated that they could review them following the applicant's presentation. He highlighted the proposed public hearing schedule in the Staff Report. This item was scheduled to appear before the Commission in two weeks, with additional review and potential final action on October 23, 2024. Planner Barton stated that they set aside additional time for the November 13th meeting, if needed, and additional meetings would be scheduled at the Planning Commission's discretion.

Carla Lehigh, AIA, from Elliott Workgroup Architecture identified herself as the business partner of Craig Elliott. They heard the Commission's comments and wanted to show the revisions made as a result of those comments. She referenced the Frontage Protection Zone ("FPZ") Analysis contained in the Packet and explained that this analysis consisted of three graphics. The first graphic depicted the existing building, and the areas where the building encroached into the 100-foot FPZ were highlighted in purple. The second

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graphic showed the MPD submitted in 2022, and the third graphic illustrated the applicant's proposal.

Ms. Lehigh directed the Commission's attention to Block A, which was the Block that would contain the entrance. In the prior plan, that Block encroached slightly into the 100-foot FPZ, and they relocated that Block 3 feet to the west. Therefore, Block A was not completely outside the FPZ. With respect to Block B, Ms. Lehigh noted it was located at the intersection. They pushed that building approximately 21 feet east to take it approximately 81 feet from the property line along Park Avenue. She reported that the locations of Blocks C and D would remain as designed.

Ms. Lehigh then focused on the southern side of the project, where they would house the meeting area and restaurant. She explained that they moved the footprint of those two areas. They moved the meeting room six feet so that it would be 31 feet from the property line. The restaurant was moved four feet to the north, bringing it to 29 feet from the property line. She noted that they needed to consider that the Setback for the underlying zone in that area would be 10 feet. They also looked at the affordable housing block, Block E, which was moved 8 to 9 feet to the west. In that area, the Setback for the underlying zone was 10 feet, being the closest point to 30 feet.

Ms. Lehigh presented another exhibit that showed the Open Space calculations. She explained that the exhibit contained graphics for the existing building, which showed 23.7% Open Space. The graphic from the 2022 MPD showed 31.8% Open Space. Based on the Commission's comments, and the revisions to the Setbacks, the proposal now contained 40% Open Space. She explained that they achieved that number because of the Setbacks and the relocations of the Blocks. She pointed out that the area they had between Blocks B and C was increased and they removed some units from the footprint in that area, which has increased the Open Space. She also mentioned a revision to the amenity space for the hotel. They used to call it a private Open Space, but now they changed the name to amenity space because it was an amenity of the hotel. This space was not considered in the Open Space calculation. Ms. Lehigh stated that it was important to know that it was not just a 10% increase in Open Space; rather, this proposal was a 33% increase over the baseline.

Commissioner Suesser asked Ms. Lehigh to explain specifically what items in the presented diagram were included in the Open Space and what areas were not. Ms. Lehigh reported that the Open Space was represented by the dark green areas, which they called out as a landscaped area, and the sidewalks as being included in the Open Space calculation. The areas in the legend that were highlighted in red were included in the 40% Open Space calculation.

Craig Elliott from AIA of Elliott Workgroup Architecture stated that Ms. Lehigh's presentation was their response from a Site Plan point of view. He stated that he would address what they changed with regard to the building and their approach to the items explained by Planner Barton.

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With respect to the area on the diagram highlighted by the magenta circle and ellipse, Mr. Elliott stated that they did not show new development there, but they felt it presented a great opportunity to create some great space. As an architect, he was more interested in creating great places and spaces for people, and they understood that those could develop as they work through this with the Planning Commission. He presented the floor plans to the Commission. He highlighted the light dashed line, which was the location they had shown in the previous submittal. The heavy black dashed line represented the footprint of the existing building; therefore, they could get a sense of how it sits in comparison with what is constructed on the site today. He felt it was useful to see and compare how they carved away from the existing building much more than they have expanded in most places except on the east side.

Mr. Elliott pointed out the changes in terms of where they moved each of the Blocks. In addition, in Blocks B, C, and D, he stated they created a new entrance element along Kearns Boulevard. They created their own entrance because they believed that the pathway there would actually be a commuter-type space. He noted there would be a place for people to come in and out of the building and go directly to either their bike, to walk, or to get throughout the City. As they develop the building further, he felt that it would give it an identity and they could start to create entry elements at each of those locations.

He next presented a diagram of the second floor and explained that the spaces they removed from the FPZ and moved to the connector in the middle of the property. He noted you could see this on the second floor and the third floor. On the fourth floor, he pointed out the location of the new units. He noted that the red-dashed line was the 100-foot FPZ line. He stated that they moved all of the height for which they were asking for an exception, out of the 100-foot FPZ.

Mr. Elliott commented that they were excited about how this turned out, and it was starting to give them a unique component. They felt the amenity space would be well-received, and they liked the spaces outside as well as the community gathering areas. They also liked the opportunities along Kearns Boulevard and Park Avenue. He then presented a diagram that illustrated the heights and explained that they showed a 42-foot height above grade in the area set back from the 100-foot FPZ. All of the other buildings were well below the height, and he highlighted the roof points called out in the diagram.

Mr. Elliott reported that these revisions worked within the concept of the discussions they've had and responded fairly well to the comments they heard. He noted that the elevations were pretty simple, and they had not yet had the chance to take them much farther; however, he pointed out that they still showed the large breaks that would be over 80 feet between each building. The community gathering spaces would be quality spaces as they go along Kearns Boulevard. They continued with the breaks in mass and scale around the property. He noted they could also see it from the south side and the west side.

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In terms of Building Height, he recalled that during the last meeting, they focused on the area highlighted by the red box in the presented diagram. The question was whether there was adequate landscaping and buffering from adjacent properties and uses. He felt they followed that guidance. Along Kearns Boulevard and Park Avenue, they showed a significant increase in landscape buffering, and they followed the ideas presented through the new Bonanza Park area so that they would create streetscapes.

In addition, they also stepped them back from the property, which tied into the Setbacks and the separations from adjacent properties. He reported that the closest building to this property, which is the Fresh Market, was around 100 feet. Holiday Village was significantly farther from the property.

Mr. Elliott maintained that the additional Building Height resulted in more than the minimum Open Space that would be publicly accessible. Everything shown on the Open Space diagram would be publicly accessible and was 33% more than the baseline required by the Code.

In terms of the General Commercial zone, Mr. Elliott noted that the 20-foot Front Setback could be reduced to 10 feet. He stated that was in places in the FPZ. He noted that this requirement described the nature of what they were trying to do with this Setback because the goal was to move parking underground or behind the buildings and away from the public right-of-way. He stated that the FPZ required a minimum landscape buffer of 30 feet in width abutting the street. The closest point in the proposal was 50 feet, and in some areas, it was 160 feet.

Mr. Elliott noted the purposes and requirements of the FPZ. The purpose was to preserve Park City's scenic view corridors, which they discussed during the last meeting. He felt this proposal followed that purpose. He added that they were preserving and enhancing the rural resort character by creating the landscape buffer. They also minimized the curb cuts, driveways, and access points to the highways, noting that they cut them in half. He added that they moved one access point to a better location that was not so close to either intersection and aligned with the eastern-most parking lot entrance.

In terms of allowing for future pedestrian and vehicular improvements, Mr. Elliott stated that the 50-foot buffer along Kearns Boulevard and the 80-foot buffer on Park Avenue at the corner really met the requirements. He next addressed Lot and Site requirements and underlined in red the items that applied to this project. Regardless of the zone Setback and yard requirements, he stated that no structure should be allowed within 30 feet of the nearest highway right-of-way. He reiterated that the closest point was 50 feet.

He noted the requirement for a Conditional Use Permit for all construction activity in the Setback area between 30 feet and 100 feet and stated they were currently in that process. With respect to the requirement to minimize curb cuts, Mr. Elliott reiterated that they reduced the curb cuts by half. He added that throughout this submittal, they addressed pedestrians and cyclists.

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Mr. Elliott expressed excitement about the connections, the 12-foot-wide multi-use path, and how those would work. At the corner of Kearns Boulevard and Park Avenue, there were some opportunities for improvement and noted that some of that was outside their control. There might be a need for a sidewalk crossing on the south side of that intersection, but that would be part of the City's purview, and they would like a design so that could happen. He noted there was a stick that showed the 42-foot height that is out there today, which he circled on the diagram presented to the Commission. He showed a line at the 100-foot FPZ. He explained that their building would not cover all of that line, the diagram represented the height taken from the parking lot, which was as close to the pathway as he could find. He also took three shots from the intersection of Snow Creek and presented them to the Commission. He also took a picture from the middle of the highway, which he presented to show the height.

In response to Commissioner Johnson's inquiry, Mr. Elliott explained that at the 100-foot Setback, the line on the images showed a Building Height of 42 feet. He reported that these images provided a reference point to illustrate the impacts and the views, as that was discussed quite a bit during the last meeting. They also included an elevation on the Holiday Village building, which he noted was above the height and within the FPZ. He reported that Holiday Village was approved at 36 feet, and from the parking lot, the parapets were at 38 feet.

Mr. Elliott stated the graphic showed 42 feet at Holiday Village and showed what it looked like in comparison. The line shown in the image represented the 100-foot Setback from the property line. He also provided a representation of the size of Block E superimposed on Holiday Village.

Another image was taken at the intersection of Kearns Boulevard and Park Avenue, and represented the 100-foot Setback would be 42 feet high. He stressed the importance of the distance to the nearest buildings and presented an image that showed 100 feet to the property line of Fresh Market.

Mr. Elliott stated that they tried to create street-like elements on the east side and south sides of the project to help the area redevelop as a mixed-use area with retail on the first level and other uses on the upper levels.

Commissioner Suesser asked if there was a visual of the proposal superimposed on top of the image before the Commission. Mr. Elliott felt it was included in prior presentations.

Commissioner Suesser struggled to visualize this because while the buildings were broken up, they were connected into one Block. She asked how tall the additional units were between Buildings B and C. Mr. Elliott explained that they created a street front where the building mass would go up and down and create variety. It would also open up to the south, where they would have access to solar. In terms of Commissioner Suesser's question about height, he stated that the area was 42 feet.

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Commissioner Suesser asked Mr. Elliott to review for the Commission the location of the commercial and retail spaces. Mr. Elliott stated that as they get into the Bonanza Park neighborhood, they get away from the buffer on the perimeter. They tried to make the entire first level an active zone along the sidewalk area, which would create mixed-use. He confirmed that the first floor of the affordable housing building would be retail and office space. Adjacent to that would be restaurant space, with community space on the second floor that would be directly accessible off the main area. Each one of the affordable components would have its' own common area within, which would create an interaction zone.

Chair Hall noted for the record that a Commissioner stepped out briefly.

Commissioner Johnson asked if there was any thought of putting in a small commercial on the first floor by the public plaza to help activate those areas. Mr. Elliott stated they discussed that and in their first submittal they included retail in Block D. He explained that they would want to develop parking along the line of the entrance, which is really close to the intersection. They also looked at something like a coffee shop by the tunnel, but as they developed it they tried to really focus on creating the core interior and developing that out through the rest of Bonanza Park over time.

Commissioner Johnson questioned how they could activate the public plazas from a community standpoint and mentioned a coffee shop or a sandwich shop. Mr. Elliott stated they could look at that and noted that it would not be a bad location in terms of access. Mr. Elliott concluded his presentation. Chair Hall invited clarifying questions from the Commission.

Commissioner Shand sought clarification that the interior of the building was not included in the Open Space calculation. Mr. Elliott confirmed that nothing shown in the ochre color was counted.

Commissioner Johnson asked what the step back was on the west side of Building A. Mr. Elliott explained that Block A was four stories. Commissioner Johnson corrected himself and asked about the little strip of Block B along the street. Mr. Elliott estimated that the step back was more than 10 feet. Commissioner Johnson noted that the more it stepped back, the more it would give a gradual visual from the street level. He added that he appreciated this update with regards to the FPZ, as it was something he struggled with from the start.

Commissioner Frontero sought confirmation of the location of the highest point. Mr. Elliott responded by stating that the highest point would be in Block A and was set at 45 feet. The affordable building would be the next highest at 43 feet, while the other roofs were set at 42 feet. With regard to the diagram before the Commission, Commissioner Frontero understood that the areas highlighted in dark red were the newly added market-rate units. Mr. Elliott stated this represented the reconfiguration of the residential units and expressed that he was comfortable that the areas shown would work.

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Commissioner Frontero noticed that the update increased the market-rate units from 174 to 182. He asked where the eight additional units would be located. Mr. Elliott reported that they would come back with a lower count because when he did the layout, he infilled these sections with one-bedrooms. Before the next presentation, he would come back with two-bedroom units in those locations. He noted that the change was the result of picking up three levels of those units and they removed some of the larger units on the top.

Ms. Lehigh added that the square footage of the market rate units was slightly reduced by 1,000 square feet.

Director Ward commented that the applicant continued to revise the design, so they did not have the final square footage, but as was outlined in the last Staff Report there was 269,749 square feet for the site. She stated they should have that detailed analysis for the September 25th meeting.

Commissioner Suesser asked for clarification on the number of affordable units. Mr. Elliott stated there would be 20 units per floor, resulting in 60 total units. At one time, they looked at five stories but noted that this would work within that configuration. The goal was to design one-bedrooms and studios, which were difficult to find in town. He confirmed that the proposal included 60 affordable one-bedroom and studios combined. He noted the commercial space was by square footage as opposed to units. Historically, a retail unit would be 2,000 square feet and 1,000 square feet for commercial. He felt this proposal had a good balance in terms of how it would interact with the property and the future development of Bonanza Park.

In response to further inquiry from Commissioner Suesser Mr. Elliott reported that the meeting building would be one story, but it would essentially be two stories due to the fact that they would be ballroom spaces. Ms. Lehigh confirmed they would be 20 feet. Mr. Elliott also confirmed that the roof over the bar area would be 28’6” high over the restaurant space.

Chair Hall asked about an elevation for the perimeter of the property and noted the elevation changed from the north. Mr. Elliott did not have the survey with him but noted there was quite a bit of grade change across the parcel, with most of it on the corner. He added that was modified when Kearns Boulevard was expanded and noted that it occurred at Holiday Village and this corner.

With regard to the 12-foot path along the west and north sides of the project, Commissioner Suesser asked if the applicant discussed with Staff eliminating the current public sidewalk. Mr. Elliott reported that they took it out and replaced it with the 12-foot-wide multi-use path. He stated they would install this so that it would reduce the City’s requirements to expand the current sidewalk.

In response to Commissioner Suesser’s further inquiry, Mr. Elliott stated that the distance from the existing curb into the project to get to the bike path would depend on how they

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wanted to approach it. He reported that they originally designed it so that one would come into the site at a certain location but stated that the tunnel would extend the ramp to the location shown with an arrow. They could discuss the appropriate location for that access, but noted they would need to get down close to grade in order to work with the ramps currently designed for the tunnel access.

Commissioner Suesser opined that the bike path interior to the project was not the best community benefit and that bringing that path more directly to the corner of Kearns Boulevard and Park Avenue would be better. She felt it should be more of a public amenity, rather than a project amenity. She did not believe it would be intuitive for people going to the Kearns corner to go up the driveway and so close to the project. She expressed concern about people jumping off the sidewalk there and going into the street or riding across the landscaping to the corner. Mr. Elliott agreed that made sense.

Commissioner Suesser also felt that the main goal of this area was connectivity and making it easy to bike and walk rather than having an Olympic plaza or public art at the corner. She strongly suggested that the priority was connectivity and that should be considered the main direction for that path. Mr. Elliott stated they would look at that and added that the red line in the diagram represented the property line, and it was another five feet or more to the curb; that would also be landscaped but would not count toward the Open Space calculation. He was comfortable bringing this path to the corner if that was the consensus of the Commission.

Chair Hall acknowledged for the record that all Commissioners were present.

Commissioner Sigg viewed this as a residential development that is mixed-use. As a result, connectivity and circulation were very important. He wanted some perspective on the amenity space. He noted that the buffer moat was in the Setback of existing Rights-of-Way, and the General Plan spoke specifically to aspects of connectivity, circulation, and community space. He felt the amenity space could create a tremendous opportunity for increased circulation and connectivity.

With regard to the south building massing, especially above the meeting space, Commissioner Sigg mentioned roof top pools in other areas and wondered if there was a way to create greater connectivity, circulation, and egress for what is now a condominium development. He suggested it might make certain areas, especially along Kearns Boulevard, more accessible. He used the example of getting to the grocery store without having to walk the perimeter of the project. He suggested that perimeter pathways, multi-modal trails, and landscaping within the buffer would be required for any development. He asked the applicant to provide some perspective on that and felt that some repurposing could go a long way to creating better circulation and connectivity for the community at large of these units.

Mr. Elliott stated that the hotel would be a condominium hotel, which was the essence of how hotels were now created. He mentioned The Montage and Hotel Park City. This methodology allows these hotels to be developed and operated, and people coming to a

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ski resort are coming with families and looking to have a different experience. Along with the hotel comes amenity spaces, which would not be included if this were just a condominium development. He stressed it was really a hotel with an ownership component.

Chair Hall appreciated the questions and answers but suggested that the Commission and the applicant stay focused on this agenda item, which is the Building Height exception. She commented that she shared these questions but wanted to stay on topic.

Commissioner Suesser noted there were trade-offs. If they approved the Building Height, they would want to see the other elements of the project. She felt there were some issues with the design of the site that the applicant might want to address at this stage.

Commissioner Sigg was not debating the new paradigm of hotel development. Some of the examples cited, however, did not have interior amenities. He was looking for the potential for an opportunity with that space. He stated they could have buildings that were only 20 feet tall where they could have amenity space in a rooftop condition. He wanted to see if there were opportunities for those types of spaces.

Mr. Elliott explained they looked at dividing the property, which would push everything out closer to the perimeters. It would also not get anyone anywhere through that area, so from a connectivity standpoint, that was part of their analysis. In terms of the Building Height and massing on the south side, he stated they were trying to create the variation described in the MPD process. By opening up that side, it would bring light, air, and solar access to the property. He noted they do not need to have sun in the pool; they need to have it on the pool deck. From the applicant's perspective, that allowed them to create an internal amenity space, which is absolutely required for a hotel. Conceptually, they tried to meet all the desires and needs, and the Building Height criteria.

Commissioner Johnson noted that this revision did not adjust the mechanical equipment and wondered whether the applicant had flexibility in giving more of a step back for the mechanical equipment step-ups. Mr. Elliott stated they could not move the elevator and added they had not yet developed the final details of the mechanical systems. They would want to come back on that, but he noted it was shown on the elevations. He added there were a couple of ways to reduce the impacts of the mechanical, which they planned to do. Commissioner Johnson would like to see that tweaked should they move forward with the design.

Chair Hall opened the public hearing. She reminded the speakers that the Commission was only addressing the exceptions for Building Height in the MPD.

Brad Olch stated this was a super-critical corner. This is a 50-to-100-year project that they only have one shot at. He commented that the applicant has done a really good job but there was an opportunity for the Commission to make the right decision to limit the height. He reiterated this was a critical corner for Park City, and once the decision is made they will all have to live with it for the next 50 to 75 years. Mr. Olch inquired of the

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developer whether they flew any balloons so that people in the community could see the actual height contained in the proposal. He also asked what was allowed in the Code without getting the variance. He requested that if the applicant had not flown balloons that they do it more than once to allow more people to see them.

Andrew Marwick referenced Commissioner Sigg's comments regarding a pool deck on the roof; he has a condominium in Phoenix that does not get any sun between mid-November and February, and this would be even worse. Moving the pool to the roof should be looked at to increase the value of the property. He also mentioned that the affordable housing building on the southeast part of the property was well away from both Park Avenue and Kearns Boulevard, and he felt they should look again at adding another 10 to 11 feet of height to an area no one would really see from Park Avenue or Kearns Boulevard.

Mr. Marwick felt that another 10 to 11 feet and 20 additional affordable housing units would help, and mentioned the traffic coming into Park City at 8:00 a.m. He stressed that they really needed to cut that traffic back and have more affordable housing in Park City.

Mark Fischer resides in the 84060-zip code and spoke in favor of the project. He closely followed the Engine House project adjacent to The Yard, and that project would be 50 feet high with a five-foot parapet on top of a 45-foot building. He felt that would set a benchmark for the area. Mr. Fischer felt that 10 feet to get a wonderful project like this, with $200 million in development in Bonanza Park was vital. He requested the Commission consider granting the variance sooner rather than later so the applicant could drill down on the design. As a developer himself, he reported that they could not really finalize elements like pool decks unless they know the decision. He felt it would be a wonderful next step to approve this item so the applicant could get to work.

Bill Coleman noted that several Commissioners registered the legitimate concern that they would deal with the height before addressing the rest of the project. He opined that the process was a huge mistake and reported that the opinion was shared by those who put together the FPZ and everything they were considering. He stated that one offset the other and that they must look at this project holistically. To act on anything less than that would be a mistake and probably not appropriate. If there was a way to deal with this as a whole, Speaker Coleman stated the Commission would then look at the balances. He questioned whether the other elements meant anything if they were only looking at the height. When the Commission acts on this, Mr. Coleman urged them to act on it as a project and not as separate silos that make no sense. He felt they would set a terrible precedent by not proceeding in that manner.

Jason Glidden from Mountainlands Community Housing Trust stated that he has spoken a lot about the dire need for affordable housing, and this was a fantastic location for it. He would hate to see them argue over a couple of feet and kill a project that would deliver affordable housing where there was currently none. Mr. Glidden expressed hope that the Planning Commission would continue to consider this project and work with the applicant,

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and not let this project die. He urged the Commission to find a solution that would work for everyone.

There was no further public comment. Chair Hall noted that public comment would be continued along with this Agenda item to September 25, 2024.

Chair Hall asked Staff to present the LMC criteria for the height exception for an MPD. She again urged the Commission to stay on topic and noted that she was given this specific Agenda item and Staff Report. She agreed that holistically this issue touched on many other aspects but would like the requested height exception to be the focal point to which they tie all of the comments and questions to the LMC.

Director Ward clarified that Staff was not requesting a vote on height, as that was not publicly noticed; rather, this is a check-in. She stated this was a holistic review; however, in order to approve the height, the Planning Commission must make the six findings, and the burden of proof was on the applicant. They had been reviewing this project for nine months, but the Building Height had been the one major concern in the FPZ. They now have revised plans, and there were still some elevations under height, and there were elevations proposed to be over height. With the overall massing, she stated it would be really helpful to have that discussion and direction.

As far as the massing of the height and location on the site, Director Ward invited the Commission to express what they would like taken into consideration so they could prepare for September 25. She noted that the discussions about commercial activation and locations, and the deep dive into those elements of the Site Plan would begin on September 25th, but if Staff could get clear direction as far as the massing and the bulk and where it is located on the site, it would help them to prepare and move the project forward holistically.

Commissioner Johnson stated that there were a lot of components to the project that they still needed to review, but conceptually he liked what the applicant had done by moving the height exception outside of the FPZ. He found that brought it more into compliance with the LMC. He acknowledged the Commission still needed to go through the six criteria; however, he felt there was definitely a path forward for him to look at the project as a whole. Commissioner Johnson stated he was not giving the applicant the green light but expressed that they were finally at a spot where they made the adjustment. Commissioner Johnson wanted to see what the Elliott Workgroup would do with more time, especially in terms of the transition to the new step back and up, as well as the mechanical equipment and any flexibility with the penthouse. With the 50-foot step back, going up another 10 feet on Building D would really soften the visual impact along Kearns Boulevard, which he liked. He felt it would narrow through Buildings C and B. Visual impact slides and photo simulations would be helpful moving forward. Commissioner Johnson stated the Commission still needs to look at many project components to review this application. From a height standpoint, he was okay to proceed.

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The applicant's attorney, Justin Keyes stated that during the last meeting, one of Commissioner Johnson's comments was that the applicant did not meet Criteria 3 and 4 in terms of Setbacks. Commissioner Johnson recalled that he only referenced Criteria 4. Mr. Keyes commented that it would be helpful for Commissioner Johnson to provide feedback on that Criterion specifically related to the southeast corner.

Commissioner Johnson stated that the applicant made the adjustments, which was why he did not reference that here; however, he felt that in an ideal world, he would like to see a little more. He mentioned there were two public plazas, which were community benefits and wanted to know how they would activate those areas. He also mentioned it would be great to have something functional in the affordable housing building.

Mr. Keyes thanked Commissioner Johnson for his feedback and noted the proposal was at 49 feet on the southeast corner, and obviously, they would not have 49 feet of sidewalk, as they would activate that. He wanted to make sure the proposal would meet these criteria. He understood that Commissioner Johnson was not ready to give a green light and noted that the Commission had the discretion to not give the green light even if the applicant met the criteria. Mr. Keyes would like to take away from today that this proposal at least met the six criteria. He stressed that it would be really helpful for the applicant if the Commission expressed that while there was a lot more to see before it could exercise its discretion but determined that the proposal met the criteria.

Commissioner Johnson expressed his opinion that the applicant was really close to meeting Criterion 4. As they look at the south side of the project and the link to the first-floor commercial, he would like to see how that flowed and how much space there would be from the adjacent property. He recalled making a comment regarding the east side sidewalk that they have the loading dock, but there really was not enough space to install a hammerhead, and they would have to get an easement through the adjacent property. Seeing how that would flow was still needed. Mr. Elliott felt this was reasonable and reported that the goal was to meet the ideas in the Bonanza Park Plan, as well as the underlying Master Plan.

Commissioner Suesser felt the project did not meet Criterion 3. She did not find that the south part of the building and the east part of the building would provide enough of a landscape buffer from adjacent properties and uses. LMC Section 15-6-6 referenced the highest value for Open Space, and Section 15-6-5(D) provides that the Planning Commission could designate the preferred type and mix of Open Space for MPDs. She stated that in terms of how the proposal allocated the Open Space, they still needed more landscaping and a greater buffer on the south and east portions. She mentioned she would like to see a plaza on the south side to help activate the area since the plazas on the north side of the building were unlikely to be utilized by the public. She noted the public plaza directly across the street on the Kearns corner that was not well utilized by the public, and it would get more sun than the proposed plazas.

Commissioner Suesser expressed that the two proposed plazas on the north side of the project looked to be for access to the units, which was nice for the units. She felt it was

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like a large patio for the units rather than a true public space that would be programmed and activated. She felt the plazas would not get much sun and were very disconnected from any commercial space. Someone getting a cup of coffee would not walk around the entire project to sit in those plazas. Considering these plazas a public amenity was, to her, a bit of a stretch.

Commissioner Suesser opined that the proposal does not meet Criterion 3 in terms of the trade-offs to get the Building Height exceptions.

Director Ward sought clarification from Commissioner Suesser that she referenced Building E when she talked about inadequate landscaping and buffering on the south side. Commissioner Suesser clarified that she was referencing the south perimeter and the east perimeter, in full.

Commissioner Shand liked the previous design but liked the revised design even better. He noted that he had thought a lot about this project since the last meeting and was focused on the 100-foot Setback and how it came to be. He found the wisdom in the LMC because none of the other buildings along Kearns Boulevard and Park Avenue comply with the 100-foot Setback; however, the LMC provided the Commission with the six criteria. Even though he felt the 100-foot Setback could have been a 90-foot Setback or a 120-foot Setback, the Code landed on 100 feet, with the six criteria.

Commissioner Shand was looking at the project holistically. He loved the fact that the proposal took all of the parking from around the perimeter of The Doubletree and put it underground. He also appreciated the landscaping on the north and west sides and agreed that the south and east sides could be improved. He remarked that the applicant met all six criteria to varying degrees. He was not as concerned about the south and east sides because they essentially abut a parking lot; however, he would like to see renderings of the commercial frontage area where there might be room to sit outside of a coffee shop. He noted that people would like to hang out outside, especially during the shoulder seasons.

Commissioner Shand liked the revised proposal and noted there was always room for improvement. He wanted to make it clear that he was not necessarily in favor of the new design because it is better than the existing; rather, he was in favor of this design because he felt it was a good design. Pretty much anything would be better than what was currently on this property.

Commissioner Frontero commented that the revised proposal was an improvement and met most of the six criteria. He agreed with Commissioner Suesser on Criterion 3 and felt the landscaping and buffering could be improved. He also found that the two bump outs on the north side, discussed, as being programmed for public use, would likely not be the actual use. He noted there was no commercial space to get coffee, adding that no one used the Olympic Plaza across the street as it was too noisy and too busy. Commissioner Frontero questioned why anyone would use the proposed areas because

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there would be no coffee shop. He felt the north side of the project needed a purpose other than just patios and more thought needed to be put into how to activate those areas.

With regard to the south side, Commissioner Frontero found there was a very narrow strip along the edge. While he did not feel as though the entire strip needed to be widened, a 12-foot bump out for a place to sit could make that more community-oriented and a place for people to sit and gather.

In terms of height in general, Commissioner Frontero stated it was hard to just pull that out and comment on it; however, the revised proposal was a great improvement because the applicant took the height out of the FPZ, and they did not add significant height throughout the rest of the project.

Commissioner Frontero remarked that the applicant was on the right path in terms of height, but he would like to see better landscaping to allow him to become more comfortable with Criterion 3.

Commissioner Van Dine agreed with the comments of Commissioner Frontero and Commissioner Suesser regarding the small cutouts on the north side. She did not believe they would be usable spaces. She appreciated the height being taken out of the FPZ, but still felt Buildings B and D created a wall effect. She always wanted that height to be pulled back to the other side of the development. She was not in favor of any height exceptions except for the building that would provide affordable housing.

Commissioner Van Dine appreciated the applicant's efforts and her concerns were lessened with the changes. She was interested in seeing how the height would contribute to the architectural variation. Building B was still at 50 feet in height, with mechanical. The three buildings in the front still caused her to struggle because she did not favor any height exception on that side of the property in that entry corridor where it is most visible. Overall, the project had come a long way, and she was looking forward to seeing more.

Commissioner Sigg agreed that the project had come a long way and was generally in favor of taller buildings that were out of the FPZ and stepped back. He reported that helped to mitigate the impact on the entry corridors and the view corridors, and the applicant had done a very good job in that respect.

He liked the fundamental flow and configuration of the Site Plan. He reiterated that the site needed to be looked at holistically and he would like to see better circulation and a greater effort to potentially make that access to the south. If they have that, then the north could become more relevant because coming in from multiple points would lead to a greater verification of the vision that the Bonanza Park Plan was trying to accomplish. He stressed that the flow of how this becomes a livable space would become better. He would like to see potentially repurposing some of the rooftop areas, which is very common in today's development world where land is scarce. It could still be amenity space versus private space.

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Commissioner Sigg also wanted to utilize the interior because that could become a very interesting space. He mentioned Prospector has corridors in the back that for a long time went unused, and now they were starting to activate. The opportunity for activating the north could be enhanced with better connectivity. He felt it was great that they were talking about the potential tunnel, but he cautioned that it was not there yet and there were a lot of jurisdictions involved. To make that northern space better activated, there needed to be better connectivity and a better circulation flow through the project, which he believed could be pretty easily achieved. That would go a long way to convincing him that the heights made sense.

Commissioner Sigg agreed with the public comment that workforce housing could justify another floor because that building is in the back and well outside of the FPZ. The more the spirit of Bonanza Park they could incorporate, other than the perimeter existing roads, the better. He stated that the applicant was headed in the right direction, but he would like to see more circulation and connectivity internally. He stressed that this project could potentially have 160 individual owners who elect not to rent their units.

Chair Hall would not find that the application, as proposed, complied with the six criteria, although she was very appreciative of the modifications wherein there were no requested height exceptions in the FPZ, and Building A was moved out of the FPZ. She referenced Elevation 1 and did not find drastic architectural variation. As she looked at Criterion 6 (transition and roof elements), it seemed to just be a wall of at least over 40 feet and in some places close to 50 feet.

Chair Hall agreed with Commissioner Suesser, Commissioner Frontero, and Commission Van Dine that there is not adequate landscaping and buffering on the south and east sides. She mentioned Criterion 4 in this regard. She also agreed with the comments regarding the activation zones by Buildings B, C, and D, in that if they were purely residential they would not seem to be publicly accessible.

As the other Commissioners expressed, Chair Hall felt this was the first time they looked at proposed plans where the applicant heard the concerns and was very appreciative of the modifications made. She felt that everything within the FPZ was a great adjustment.

With respect to Commissioner Sigg's comment about adding another floor for affordable housing, Commissioner Johnson made it clear that he was not looking for additional height to be shifted into other parts of the property at this point. His comments were purely based on the heights provided during this presentation.

Commissioner Suesser agreed with Chair Hall's comments, including issues with Criterion 1 (architectural variation) and Criterion 5 (publicly accessible Open Space). She also agreed with Commissioner Johnson's comments regarding additional height and stated she was not in favor of adding additional height to the affordable building. She was open to possibly shifting some of the commercial space to the first floor of the meeting building or the restaurant building and putting more affordable units in the affordable building.

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Commissioner Suesser agreed with all the comments regarding activating the commercial space with more publicly accessible space and creating more vibrancy with better circulation around this project consistent with the goals in the General Plan for this district.

Mr. Keyes stated that Commissioner Sigg raised a wonderful point and stated they considered an additional floor of affordable housing and wondered if there was interest from the Commission in seeing that in a future proposal. He requested a quick poll from the Commission.

Commissioner Van Dine agreed with Commissioner Johnson and Commissioner Suesser and was not in favor of extra height for more affordable units. Commissioner Shand and Commissioner Frontero both agreed as well.

Commissioner Sigg expressed support for affordable housing.

Director Ward stated that Staff had clear direction to prepare for September 25. Mr. Keyes appreciated the Commission's feedback and stated they were still in purgatory but hoped at some point they would come out and find the light. He added that they were listening and trying to make it work. Mr. Keyes did not hear anyone say that 45 feet was out of the question, but that the Commission would like to see some of these other issues in order to say that the criteria was there.

Chair Hall was not convinced that 45 feet at the 100-foot mark was appropriate. Commissioner Suesser agreed and stated it could be appropriate if there were sufficient trade-offs.

MOTION: Commissioner Van Dine moved to CONTINUE 1800 Park Avenue – Park and Kearns Master Planned Development, and the public hearing thereon, to September 25, 2024. Commissioner Johnson seconded the motion.

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

Following a short recess, Chair Hall called the meeting back to order.

B. 1300 Snow Creek Drive - Minor or Substantive Determination for a Modification to a Master Planned Development - The Applicant Proposes to Construct 13 Additional Parking Spaces in the Snow Creek Master Planned Development in the Residential Development-Medium Density Zoning District and Regional Commercial Overlay. PL-24-06212.

Nick Tamburrino from GPD Group identified himself as the Engineer of record. Cheryl Lee from Rivian identified herself as the lead Project Manager. City Planner, Jaron Ehlers stated that the Property Manager, Kent Gibson, was also present.

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Planner Ehlers reported that this application was for a modification determination for the MPD at 1300 Snow Creek Drive. He presented a graphic that illustrated an overview of the site along with an outline of the parking in the six main lots. The graphic also showed the proposed location of the new parking and Electric Vehicle ("EV") Charging Stations. He presented an image of the proposed Site Plan and explained that the dotted area depicted what would be modified. It showed the inner median, the chargers, the outer median, and the electrical area.

In 1993, the MPD was approved, and in 1995 a Building Permit was issued and the Subdivision recorded. Planner Ehlers reported that in 2001, Lot 6 of the MPD was modified from a restaurant use to the existing drive-through bank. In 2006, the liquor store was put in. In April 2024, the Planning Commission determined that the prior parking change was a Minor Modification, and in July the Planning Director issued the Administrative Permit approval.

Planner Ehlers reported that this project is located in the Residential Development – Medium ("RDM") and Regional Commercial Overly ("RCO") zone. The proposal was for 13 new parking stalls, as well as two new fast EV Chargers, one of which would be for electric trailers. Combined with the prior approval, this proposal would bring the total amount of parking spaces on Lots 1 – 4 to 364 stalls. The EV Chargers would be able to be used by the general public. In terms of the criteria for Minor versus Substantive, Planner Ehlers explained that Staff determined that this would be classified as a Minor Modification. Staff concluded that Phase 1, which was the parking for Lots 1 – 4, was capped at 365 parking spaces. This, combined with the entitled parking would bring the total on those four lots to 364 approved parking spaces.

With regard to off-street parking and traffic, Planner Ehlers stated that this parking was already allocated by the MPD, and there were no changes in use or square footage that would increase parking demand. This proposal would not affect the Open Space parcels, and the remaining Open Space would still comprise 46% of the entire Snow Creek MPD. Staff recommended that the Planning Commission review the modification and determine whether the modification was Minor or Substantive.

Commissioner Johnson requested Planner Ehlers show the definitions of Minor versus Substantive. Commissioner Johnson sought clarification of the Open Space, given that the Minor Modification definition states that it would not reduce the Open Space. He questioned how the Open Space was allocated throughout the project in the original approval. Planner Ehlers stated that landscaping was approved, but the specific landscaping was not.

Commissioner Johnson asked if the parking lot landscaping counted towards the overall Open Space with the original approval. Planner Ehlers answered in the affirmative and stated Staff's determination was based on the determination previously made by the Planning Commission that as long as it stayed above the required amount, it would not hit the Substantive threshold because there was some Open Space being removed as part of the prior approval. Planner Ehlers confirmed that by "prior approval," he was

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referring to the previous Administrative Permit. Commissioner Johnson understood that removed minimal landscaping.

Commissioner Suesser mentioned a slide that showed the other landscaping that was being removed in addition to this. Senior City Attorney Mark Harrington stated that was on page 7 of the Staff Report. Commissioner Suesser asked what was driving the request for the additional 13 parking spaces with charging stations.

Ms. Lee stated the plan was to add the charging stations, but they did not want to remove non-charging stalls from the property.

Commissioner Frontero asked the applicant how many of the additional spaces would be EV Charging Stations. Ms. Lee replied that of the 13 new spaces, they would have 12 EV Chargers, but half of those would take existing spaces and half would be new spaces.

Planner Ehlers also clarified that this was a separate application on the same property. Rivian was not the applicant for the previously approved parking spaces. Ms. Lee confirmed.

Mr. Gibson explained that Rivian came to the property owner almost two years ago and inquired if they would be allowed to install EV Charging Stations on the property. Because of the owner's existing parking difficulties which they brought before the Commission, they told Rivian that if they wanted these spaces the property owner would support that request because they understood the City encouraged EV Charging Stations. The owner would not be paying for these stalls and was not a party to this application. One of the property owners' initial concerns was that these EV Charging Stations would be exclusively for the Rivian vehicles; however, Rivian worked with Staff and solved that issue so that the EV Chargers would be open to everyone. He reiterated that the property owner was willing to support this application.

Commissioner Frontero found this to be a Minor Modification as it was a roughly 3.5% increase in the total parking.

Commissioner Van Dine agreed and commented that overall, the proposal stayed above the minimum Open Space threshold.

Commissioner Sigg agreed this was a Minor Modification and asked if the EV Charging Stations were generic. Ms. Lee stated they would be Rivian-manufactured charging stations, but they would be open to any and all-electric vehicles. She confirmed they were rapid chargers with six power cabinets, with each power cabinet supporting 300 kW charging.

Commissioner Suesser asked about the purpose of trailer charging. Ms. Lee stated that with regard to the Rivian vehicles, many customers use their vehicles to tow their adventure toys. It was difficult to charge a vehicle towing a trailer in a standard EV Charging Station. Therefore, the trailer stalls were vital to their customer base to have a

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seamless charging experience. She confirmed that it was not to charge the trailers; rather, the trailer charging stations would be configured so users would not have to unhitch their trailers.

Commissioner Johnson felt this was a substantial modification because it would remove a pretty significant chunk of Open Space and landscaping. He would be interested in seeing the entire Open Space now as compared with the previous approval in 1994. He noted the prior application would pump out more of the landscaping, Silver King already took out a chunk of landscaping within that project, and this was an entry buffer from the adjacent property owner.

Commissioner Suesser agreed with Commissioner Johnson. She added that a Parking Analysis should be done before any more changes to the parking were allowed because some parking was not strictly for the shopping center, and it should be analyzed and regulated before another chunk of Open Space was taken out, particularly for charging stations. She was supportive of the City installing Charging Stations to promote electrical vehicles around town, but she did not find they were particularly necessary for locals. She felt tourists utilized them heavily. She reiterated that she would like to see that analysis before they start adding a substantial amount of Charging Stations.

Commissioner Suesser also agreed that this proposal would remove another significant chunk of Open Space that would be sorely missed in this parking area.

Commissioner Shand leaned toward finding this to be a Minor Modification. He understood the reduction in Open Space.

MOTION: Commissioner Johnson moved that the 1300 Snow Creek – Application to Add 13 Parking Stalls be deemed a Substantive Modification. Commissioner Suesser seconded the motion.

VOTE: Commissioner Van Dine – No; Commissioner Johnson – Yes; Commissioner Suesser – Yes; Commissioner Frontero – No; Commissioner Sigg – No; Commissioner Shand – No. The motion failed 4-to-2.

MOTION: Commissioner Frontero moved that the 1300 Snow Creek – Application to Add 13 Parking Stalls be deemed a Minor Modification. Commissioner Van Dine seconded the motion.

VOTE: Commissioner Van Dine – Yes; Commissioner Johnson – No; Commissioner Suesser – No; Commissioner Frontero – Yes; Commissioner Sigg – Yes; Commissioner Shand – Yes. The motion passed 4-to-2.

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C. 121 Sampson Avenue - Steep Slope Conditional Use Permit - The Applicant Proposes to Construct a New Single-Family Dwelling on a Steep Slope in the Historic Residential Low-Density Zoning District. PL-24-06149.

Director Ward introduced New City Planner, Meredith Covey, who joined the Staff in March. She reported that Planner Covey serves on the Historic Preservation team and did a lot of work in the Historic Districts. Planner Covey reported that 121 Sampson Avenue was located in the Historic Residential – Low Density ("HR-L") Zoning District. She presented a graphic that showed the property outlined in yellow. She explained the applicant proposed a new Single-Family Dwelling. The applicant provided a Slope Analysis that showed the average Lot slope of 35 percent. The steepest slope within the Building Footprint was 55.56 percent. As a result, this proposal required a Steep Slope Conditional Use Permit ("SSCUP").

Planner Covey reported that this proposal was compliant with Lot and Site requirements and setbacks, and the Building Footprint was proposed to be 2,233 square feet. The proposal was also compliant, as conditioned, with Building Height, as it would be 25 feet from the Existing Grade. She stated the applicant also submitted a topography map in the proposed plans. The applicant would be required to reduce the chimney height to a maximum of 5 feet.

Planner Covey also mentioned that the proposal was compliant, as conditioned, with Interior Height, as it would have a maximum of 35 feet. The applicant would be required to update the roof pitch to comply with the 20-foot minimum horizontal length. The proposal was also compliant, as conditioned, with the SSCUP requirements, including the building location, form, and scale. As far as visual analysis, she presented the cross-canyon view and the view from Sampson Avenue. She reported that the proposed Single-Family Dwelling would be one-story when viewed from the right-of-way at Sampson Avenue, and then would step down the hill in a manner to break up the massing. The applicant proposed nine retaining walls that would all be less than four feet in height.

In terms of the building form and scale and building location, Planner Covey reported that Staff recommended a Condition of Approval that the applicant shall modify the plans to include a single-car wide tandem garage with one access driveway to meet some of the criteria from the SSCUP. Additionally, the garage shall be subordinate in design, and parking and driveway areas shall be minimized and provide variation of the front yard. She presented some renderings provided by the applicant that showed the massing and form of the building and how it stepped back as it goes down the hill.

Planner Covey highlighted some of the Conditions of Approval as follows:

- Retaining walls cannot exceed the height approved as part of the SSCUP without modification.
- Retaining walls need to be screened accordingly to minimize their visual impact.
- The applicant must obtain an encroachment agreement with the Engineering Department for driveway access.

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- Existing vegetation on the site shall be protected to the extent possible.
- The garage shall be subordinate in design to the main building.
- The applicant shall submit a plan to protect the water line on the downhill side of the Lot during construction.
- The applicant shall modify plans to put a single-car wide tandem garage.
- The applicant shall update the roof to occupy a minimum horizontal distance of 20 feet.
- The applicant shall update the plans and reduce the chimney height to be up to 5 feet above the highest point of the building.

Commissioner Suesser asked for a diagram or image regarding the requirement to include a single-car wide tandem garage. Planner Covey stated they did not have a rendering and that was a Condition of Approval. Planner Covey confirmed that the applicant proposed two single driveways to a double garage, which was depicted in the renderings.

On behalf of the applicant, Architect Jonathan DeGray stated that the applicant had an issue with Item 23 in the Conditions of Approval. The initial application and drawings were prepared in June, and it was only within the last few weeks that Staff reported they would propose a tandem garage. The Applicant felt that a two-car garage was more appropriate in this instance.

Planner Covey reported that Staff recommended the tandem garage in order to comply with some of the SSCUP criteria. Director Ward stated that Staff had been meeting with Applicant for several months, and in addition to the SSCUP there was also a Historic District Design Review ("HDDR") application, and in Historic Districts the Code requirements for new infill strongly encouraged the single-car garage and tandem parking where possible. Staff looked at the Historic District criteria for this application as well as the SSCUP criteria outlined by Planner Covey. As part of those criteria, the garage must be subordinate in design to the main building.

To decrease the perceived bulk of the main building, the Planning Commission may require a garage separate from the main structure, or no garage. Director Ward stated that in trying to give more of a residential presence on Sampson Avenue with the reduction of the garage and the cars on the site, Staff recommended the tandem garage.

Mr. DeGray explained that in the context of the entire neighborhood, the side-by-side two-car garage was more in context. The tandem configuration would extend the roofline out another 10-15 feet and create another element on the roof that would have to be approved through the exception for a garage on a downhill Lot in the HR-L zone. He presented a slide that depicted the survey confirming the width of the Lot was 60 feet. He stressed that they were not talking about a 25- or 37.5-foot-wide Lot where a single-car garage would be a very appropriate approach.

In the HR-L zone, there are wider Lots, and Mr. DeGray stated because of that they felt the proposal was in keeping with the neighborhood. He presented the rendering

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previously presented to the Commission that showed the proposed front elevation along Sampson Avenue with the two-car garage and the 10-foot driveways with an 18" buffer in between.

Mr. DeGray recommended that the Code allow this type of garage and referenced Section 15-13-8, Regulations for New Residential Infill Construction in non-Historic Residential. He pointed out that Item 7 provided that new driveways shall not exceed 10 feet in width. For an approved two-car garage, driveway access may be provided in one of two ways. He stated this application proposed the second of these options, which was one maximum 10-foot-wide curb cut and one maximum 10-foot-wide driveway that was allowed to access each of the two garages. He also mentioned the provision that required separation by an 18-inch landscape buffer. He argued that based on the Code, this design was an approved application, and within the context of the neighborhood, this would fall in quite nicely.

Mr. DeGray also showed a slide that illustrated other residential homes in the HR-L zone with side-by-side garages. Of the 38 total residential units, 21 had side-by-side two-car garages. He presented a further slide that showed homes with two-car garages. He reiterated that this proposal met the requirements of the LMC and would provide the other applicable offsets. With respect to the Site Plan, Mr. DeGray presented a graphic and explained that they proposed to improve Sampson Avenue approximately five feet into the property to allow for greater width in front of the property for vehicles to pass on Sampson. He stated they were taking the opportunity to provide improvement along the frontage of this property to allow for a better turning radius and improve the circulation along Sampson Avenue. He showed an image of the property directly to the north of 121 Sampson Avenue to address the concerns about Side Setbacks. He explained the proposal included a 9-foot Setback on the north side of the property and a 5-foot Setback on the south side for a total of 14 feet, as required by the Code.

The Setbacks on the property to the north had already been determined by a Planning Director determination, and the Side Setbacks on that property were 10 feet. Therefore, there would be a total of 19 feet between the two properties. He mentioned that the survey located a substantial tree that is just to the north of this property. On the south side, Mr. DeGray explained that they proposed a 5-foot Setback, and the adjoining property had a required Side Setback of 10 feet, and the home was set back further than that. Looking at 121 Sampson Avenue from the street, they sited it so there would be approximately 20 feet of Open Space on either side based on the Setbacks.

Commissioner Johnson noted that some of the photographs presented by the applicant showed a single-wide entry that dropped into a double garage. When he considered Section 15-2.1-6(B)(3), they want to minimize the access width, and he requested further input from the applicant. Mr. DeGray stated that under Item 7(1) there would be the 12-foot driveway, and while they looked at that, they decided to go down this road with two separate driveways with the landscape buffer as a viable solution. It was confirmed that the Design Guidelines required the landscaping buffer.

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Commissioner Van Dine referenced number 2, which requires parking areas and vehicular access to be visually subordinate to the character, defining streetscape or character area elements. She felt that they were trying to avoid having the garage look like part of the main house. She agreed that the appearance of the house looking more like a garage than a house was a problem.

Mr. DeGray stated there were ways to mitigate that. He mentioned going back to the 12-foot centered entrance and looking at using a concealed garage door, which would be sited to appear as a wall of the home. He proposed to have that in the middle so that it would visually look like one door. He reiterated that the side-by-side was a much more viable solution on this Lot. They have the width, and the context was appropriate for the neighborhood. It would also avoid the tandem, which requires a 36-foot-deep garage; the proposed garages were 22 feet deep. This proposal was visually a much better solution.

Director Ward clarified that the recommendation was not necessarily to extend the garage back, but to satisfy one of the parking spaces in the driveway. With respect to the applicant's slide showing the other homes with two-car garages, she would like to determine the year that those homes were built. She added that they receive a lot of driveway replacement applications, and over time they were trying to reduce the pavement in the front of residences in the Historic District. The solution for reducing the pavement was to provide a way for homes that already had a two-car garage to reduce that impact and improve it with increased landscaping. The underlying Code was still outlined in the Historic District requirements and the Steep Slope criteria for new construction looking forward.

Commissioner Suesser noted that one of the comments in the public input was to encourage the applicant to place the home equidistant on the property from the neighbors to decrease the impact of the size of the home directly adjacent to another sizeable home. She requested Mr. DeGray address why they put this home 5 feet from one neighbor and nine feet from the other.

Mr. DeGray stated that looking at the neighbors' setbacks and adding them up they wound up with about equal distance that is approximately 20 feet between the buildings. He acknowledged that if they entered the building, it would not make a lot of difference, but he looked at the entire site to try and create equal Open Space on either side.

Commissioner Shand referenced Figure 12 on page 16 of the Packet and asked about the area on the left-hand side. Mr. DeGray stated they took the image from the street as a panoramic view, which is why it looked curved. The existing site had a concrete pad that used to go onto an elevated parking structure, and the area referenced by Commissioner Shand was a remnant of that concrete slab. Mr. DeGray confirmed that the remnant of the concrete slab would be removed.

Chair Hall opened the public hearing. There was no public comment. Chair Hall closed the public hearing.

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Commissioner Suesser asked if there was an image of the Significant Vegetation on the site. Planner Covey stated an image was included as Exhibit F in the Packet. Mr. DeGray stated the site was leveled when the existing home was removed a couple of years ago, and there were two clumps of Box Elder on the north side, with a small Aspen at the bottom. All of the other vegetation shown in the images were on the adjacent properties and would not be disturbed by this project. Mr. DeGray noted that the power poles were also off this property.

Commissioner Suesser asked if there was a depiction that showed the 27 feet from Existing Grade to the height of the building. Planner Covey presented a slide from the proposed plans that showed the measurement from Existing Grade to the top of the roof ridge at 25 feet. She pointed out the point of measurement at Existing Grade. Mr. DeGray added that the 27-foot mark was the dashed red line above the roof that followed the topographic line.

Commissioner Johnson observed that when he visited the site, it looked pretty disturbed and already showed some excavation. Mr. DeGray stated it was previously excavated and explained that they interpolated the natural grade and those were represented by the red lines on his Site Plan.

With respect to the image from page 23 of the Packet, Commissioner Suesser requested Mr. DeGray explain where he measured from Existing Grade. Mr. DeGray stated it was from any point on the grade that is either natural or disturbed; whichever is more restrictive up 27 feet to create an envelope over the entire property.

Commissioner Suesser pointed out that the slide with the dashed red line seemed to cut right under the double window on the higher level, whereas the image on page 23 showed a more excavated side. Mr. DeGray stated the height line on the south side was 27 feet off the grade line based on the topography. With regards to the north elevation, with the bend in the topography, this elevation was closer, and the topography lines did not go down the hill equally; rather it was skewed so they were higher than on the south side. He stated that the heights were compliant, and as you go further back you start looking at roof over topography and measuring the 27 feet from that point.

Chair Hall observed that the driveway was one of the critical issues for this application, and suggested circling back on that to get consensus one way or the other. She asked Staff to pull up LMC Section 15-13.8(B)(1)(h). She stressed that she would like to get to the end of the Agenda, and noted they had a big Agenda Item at the end.

Commissioner Van Dine stated that the Code was written for new infill for a reason, and that was to make sure they were not promoting double-wide garages with a subordinate building next to it. She stated that Condition of Approval 23 should remain. There was consensus, with Commissioners Johnson, Suesser, and Sigg expressing agreement.

Commissioner Frontero also agreed and referenced LMC Section 15-13-8(B)(6)(e)(2), which states that single-car wide tandem garages were recommended for new residential

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infill in Historic Districts and side-by-side parking was strongly discouraged. He considered it to be a very strong part of the Code that he would like to enforce in this application. Additionally, he referenced LMC Section 15-2.1-6(b)(6) that a garage *must* be subordinate in design. He felt the drawing that showed the two-car garage took up at least 50% of the building that would face Sampson Avenue.

Commissioner Frontero found that Staff's recommendation of a single-wide driveway and a single garage was appropriate.

Commissioner Shand stated up to that point, he possibly considered a double-garage door with a 12-foot-wide cut that would expand to accommodate the two garage doors. He understood the architect's point that a tandem garage would push it back into the house and disrupt the profile of the home. He stated that a two-door garage with a 12-foot cut would open the opportunity for a lot more landscaping in the front to disguise the second garage door. Commissioner Shand stated he could go either way on this issue. Mr. DeGray asked if there was any room to send this back to Staff to see if they could work out a solution. Chair Hall noted they could continue this item.

Director Ward asked if the Commission found that there could be mitigations and stated that the idea of camouflaging a garage door would still require the driveway, so she was not sure how much that could be mitigated. However, if the Commission would consider some flexibility in the massing of the garage in comparison to the residence under the SSCUP criteria, then they could continue this item.

Commissioner Frontero stated there was no reason to continue this item as he was sternly following the two Code sections he referenced. He did not see any mitigation that could get him on board with the applicant's proposal. Commissioner Suesser agreed.

Chair Hall stated they could have a motion to continue, a motion to approve, or a motion to deny the double garage. Director Ward confirmed that those were the options available to the Commission.

Commissioner Shand asked if the applicant could decline a vote if they did not want a vote at this point. City Attorney Harrington stated this item was on the Agenda for a vote. The applicant could withdraw the application prior to a vote and request a continuance, but the continuance was at the discretion of the Commission.

Commissioner Suesser felt that Staff had worked with the applicant and came up with this Condition of Approval 23 with a single-car garage that would include a parking space in the garage and a parking space on the driveway. She expressed that sending this back to Staff was an inefficient use of time.

Commissioner Sigg stated that with the encroachment into the height restriction that it would be difficult to mitigate this, even with a re-design. He was inclined to go with a single garage with the exterior parking space.

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Mr. DeGray asked if the two-car garage was off the table as set forth in Condition of Approval 23. He understood that the tandem layout would require the applicant to come back before the Commission for a height exception for a garage on a downhill Lot.

Director Ward clarified that the tandem with a driveway was also a possibility. She stated that Staff recommended a single-car garage with tandem parking was the intention of Condition of Approval 23. Mr. DeGray commented that this would be a single-car garage for a nearly 6,000-square-foot house with five bedrooms on a 60-foot Lot in HR-L zoning. Commissioner Suesser noted that the property is on a Very Steep Slope.

Commissioner Johnson asked Director Ward if she suggested an amendment to Condition of Approval 23 to state a single-car garage with tandem parking on a one-access driveway.

MOTION: Commissioner Johnson moved to APPROVE 121 Sampson Avenue – Steep Slope Conditional Use Permit, pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval set forth in the Draft Final Action Letter as amended:

Findings of Fact

1. 121 Sampson Avenue is a vacant lot in the Historic Residential – Low Density (HRL) Zoning District.

2. 121 Sampson is Lot 1 of the 121 Sampson Subdivision approved by the City Council on August 4, 2005 (Ordinance No. 05-45).

3. The Applicant proposes construction of a new Single-Family Dwelling (SFD) on the vacant lot.

4. The Applicant proposes to construct a new SFD that exceeds 200 square feet and is located on an existing Slope of thirty percent (30%) or greater, therefore, a SSCUP application is required.

5. In conjunction with the SSCUP, the Applicant submitted a Historic District Design Review (HDDR) Application (PL-24-06125). The HDDR Application approval is subject to the approval of this SSCUP.

6. The minimum Lot size in the HRL Zoning District is 3,750 square feet. The Lot is 6,180 square feet.

7. On August 4, 2005, the City Council adopted Ordinance No. 05-45 and approved Lot 1 of the subdivision at 121 Sampson Avenue to have an area of 6,446 square feet.

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8. The plat was recorded with the Summit County Recorder's Office on October 11, 2005 (Entry No. 754169).

9. The minimum Lot width in the HRL Zoning District is 35 feet. The Lot width is 59 feet 7 inches.

10. The maximum building footprint in the HRL Zoning District for the legal non-conforming lot is 2,243 square feet.

11. Pursuant to LMC Section 15-9-5 no Non-Conforming Use may be moved, enlarged, altered, or occupy additional land. The proposed SFD does not expand the Non-Conforming Maximum Lot Size.

12. Minimum Front and Rear setbacks for Lots greater than 100' in depth in the HRL Zoning District is 15' each, for a total of 30'. The proposed SFD has a 15' Front Setback and a 15' Rear Setback.

13. Minimum Side Setbacks for Lots up to 62.5 feet in width are five feet each in the HRL Zoning District with a total of 14 feet. The proposed SFD meets a five-foot minimum side setback for each side, with a combined total of 14 feet.

14. The maximum building height is 27 feet from Existing grade in the HRL Zoning District. The proposed maximum building height is 25 feet from Existing Grade.

15. The HRL Zoning District requires a ten-foot minimum horizontal step in the downhill façade. The proposed SFD steps back at 11 feet at 18 feet 7 inches feet from the lowest point of existing grade.

16. Final Grade must be within four feet of existing grade in the HRL Zoning District. The proposed final grade is within four feet of Existing grade.

17. Pursuant to LMC Section 15-2.1-5, Final Grade must be within four vertical feet (4') of Existing Grade, except for the placement of approved window wells, emergency egress, and a garage entrance. The proposed window well serves as emergency egress and is compliant with LMC Section 15-2.1-5.

18. Structures cannot exceed 35 feet from the lowest floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters in the HRL Zoning District.

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19. The roof pitch for the Contributing Roof Form must be between 7:12 and 12:12 in the HRL Zoning District. The proposed Contributing Roof Form is 7:12.

20. SSCUP applications are subject to the criteria outlined in Land Management Code (LMC) Section 15-2.1-6.

21. When viewed from Sampson Avenue the front facade of the structure is similar to neighboring homes and fits the character area.

22. The slope of the site is steepest at the front, and the SFD has been designed to step down the hillside, in a similar pattern to the rest of the street. The stepping down of the Structure minimizes the mass and scale when viewed from the rear.

23. The Applicant has proposed a series of small retaining walls across the property. The proposed walls are to be less than 4 feet in height per the submitted plans.

24. The Lot has substantial existing vegetation on the site.

25. Pursuant to LMC Section 15-15-1 there are designated Vantage Points within Park City that function to assist in analyzing the visual impact of Development of Steep Slopes.

26. The terraced retaining walls are designed in such a way as to mitigate the visual impact of the steep grade.

27. The Applicant proposes two driveways each 10 feet in width. The below image displays the two proposed driveways as 10 feet in width, separated by an 18-inch-wide landscaped strip. The proposed driveways minimize grading of the natural topography as they are located at the top of the slope.

28. The applicant broke up the mass of the new structure by incorporating multiple roof lines and articulation of the wall planes. Viewed from the right-of-way the Structure is similar in style to neighboring homes.

29. The Structure visible from the right-of-way is one story in height.

30. The proposed structure is compliant with the required Setbacks of the HRL Zoning District.

31. The proposed SFD volume is compliant with the HRL Zoning District Lot and Site requirements.

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32. LMC Section 15-3-6(A) requires two parking spaces for an SFD. LMC Section 15- 3-4(A)(1) requires double car garages must be at least twenty feet (20') wide by twenty feet (20') deep. The proposed garage is 25 feet wide and 20 feet 1 inch deep and is compliant.

33. Staff published notice on the City's website and posted notice to the property on August 21, 2024. Staff mailed courtesy notice to property owners within 300 feet and posted notice to the property on August 21, 2024. The Park Record published notice on August 21, 2024.

Conclusions of Law

1. The proposal complies with the LMC requirements pursuant to Chapter 15-2.1, Historic Residential- Low-Density District.

2. The proposal complies with the LMC requirements pursuant to Chapter 15-2.1-6, Development on Steep Slopes in the Historic Residential- Low-Density District.

3. The proposal complies with the LMC requirements pursuant to Chapter 15-3, Off Street Parking.

Conditions of Approval

1. Final building plans and construction details shall reflect substantial compliance with the plans reviewed on September 11, 2024, by the Planning Commission. Any changes, modifications, or deviations from the approved design that have not been approved in advance by the Planning and Building Departments may result in a stop work order.

2. The Applicant shall receive approval of a Historic District Design Review prior to submitting a Building Permit application.

3. If the Applicant does not obtain a complete building permit within one year of the date of this approval, this SSCUP approval will expire unless the Applicant submits a written extension request to the Planning Department prior to the expiration date and the Planning Director approves an extension.

4. The applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.

5. Any changes, modifications, or deviations from the approved scope of work, shall be submitted in writing for review and approval/denial in accordance

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with the applicable standards by the Planning Director or designee prior to construction.

6. Residential fire sprinklers are required for all new or renovation construction on this lot, per the requirements of the Chief Building Official.

7. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine-related impacts. If the property owner does encounter mine waste or Planning Department mine waste-impacted soils, they must handle the material in accordance with State and Federal law.

8. Any areas disturbed during construction surrounding the proposed work shall be brought back to their original state. The Final Grade shall be within four feet of Existing Grade.

9. City approval of a Construction Mitigation Plan (CMP) is a condition precedent to the issuance of any building permits. The CMP shall include language regarding the method of protecting adjacent structures.

10. City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

11. All exterior lighting shall be down-directed and shielded to prevent glare onto adjacent property and public rights-of-way and shall be subdued in nature. Light trespass into the night sky is prohibited. Exterior lighting shall not exceed 3,000 degrees Kelvin and outdoor lighting fixtures shall be Fully Shielded. Final lighting details shall be reviewed by the Planning Staff prior to installation.

12. Construction waste should be diverted from landfill and recycled when possible.

13. The Applicant shall submit a geotechnical report and final slope stability prior to submitting a building permit, subject to City Engineer approval.

14. The Applicant shall provide soil stabilization and drainage details documenting how the disturbed area will be restored and stabilized prior to submitting a building permit, subject to City Engineer approval.

15. The Applicant shall submit a landscape bond prior to the issuance of a building permit to ensure the stabilization and vegetation rehabilitation are complete prior to submission of a building permit.

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16. Prior to submitting a building permit, the Applicant shall submit a plan demonstrating how they will provide the temporary shoring needed during construction, subject to City Engineer approval.

17. Retaining walls cannot exceed the height approved as part of this SSCUP without modifying the SSCUP.

18. Retaining walls shall be screened accordingly to minimize their visual impact as they step down the slope.

19. The Applicant shall obtain an Encroachment Agreement for driveway access with the Engineering Department.

20. Existing vegetation shall be protected to the extent possible, and any vegetation removed shall be replaced in a way that minimizes visual and environmental impacts.

21. The garage shall be subordinate in design to the main building.

22. The Applicant shall submit a plan to protect the waterline on the downhill side of the lot during construction.

23. The Applicant shall modify plans to include a single-car wide tandem garage with one access driveway.

24. The Applicant shall update the roof to occupy a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way, and be compliant with LMC Section 15-2.1- 5(C).

25. The Applicant shall update the plans and reduce the chimney height to be up to five feet above the highest point of the Building to be compliant with LMC § 15- 2.1-5.

Commissioner Frontero seconded the motion.

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

D. 7660 Royal Street #112 - Condominium Plat Amendment - The Applicant Proposes to Convert 119 Square Feet of Limited Common Space to Private Ownership in the Residential Development Zoning District. PL-24-06223.

Planner Barton reported that 7660 Royal Street #112 was platted as Unit 12C, so the Commission would see both numbers in the Staff Report. Sterling Lodge was located in the RD zone. The property owner had exclusive use of 120 square feet of limited common

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area on the upper level adjacent to their condominium. The applicant proposed to convert this area to private ownership. Sterling Lodge was located on Royal Street, northeast of the Silver Lake Lodge. Planner Barton presented an image that depicted the limited common area proposed for conversion. The floor plan on the left highlighted in yellow showed the area currently used as a bedroom suite. The plat excerpt on the right showed the same area in relation to the neighboring Unit 11. He presented a plat excerpt that showed a vertical illustration of the limited common area on the upper level of the building.

Planner Barton reported that Staff found Good Cause for the Plat Amendment because it would resolve an existing issue by recording a common area under private use for Unit 12. The applicant provided notarized documentation of the Homeowners' Association's ("HOAs") vote to approve the Plat Amendment. The applicant, Jeffrey Johnson, was present and available to answer questions.

Chair Hall opened the public hearing. There was no public comment. Chair Hall closed the public hearing.

Commissioner Frontero asked the applicant about the HOA vote of 67% and inquired about any negative comments or votes. Mr. Johnson stated that 67% was the required vote to pass. He explained that the vote was taken by the manager of Sterling Lodge, so he did not receive the actual feedback from any of the owners. Mr. Johnson added his belief that all of the votes were in the affirmative. Commissioner Van Dine suggested that it was likely that the 67% was the number of votes, as it was very unlikely that the entire HOA voted.

MOTION: Commissioner Johnson moved to APPROVE 7660 Royal Street #112 – Condominium Plat Amendment, pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval set forth in the Draft Final Action Letter as follows:

Findings of Fact

1. On August 30, 1995, the Planning Commission approved a Master Planned Development (MPD) for Sterling Lodge at Silver Lake on Lot 2 of the Silver Lake East Subdivision.

2. On August 1, 1996, the City Council approved the Final Condominium Plat for Sterling Lodge (7660 Royal Street).

3. On September 16, 1996, the Plat was recorded.

4. On October 28, 1997, the Plat was amended for the first time, identifying a 119- square-foot limited common area on Level 7 adjacent to Unit 12 as an "amended area".

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5. On March 9, 2011, the Plat was amended for a second time to convert an approximately 125-square-foot area adjacent to Level 7 of Unit 9 from a common area to limited common area.

6. The proposed Third Amended Sterling Lodge at Deer Valley Condominium Plat will convert a 119-square-foot limited common area on Level 7 of Unit 12 from limited common area to private ownership.

7. The proposed Plat Amendment does not expand the Building footprint or otherwise change existing structures.

8. The proposed Plat Amendment does not increase the parking requirement for the Condominium.

9. The Applicant provided notarized documentation of a vote by the HOA to approve the Plat Amendment.

10. The Third Amended Sterling Lodge at Deer Valley Plat Amendment complies with all Conditions of Approval outlined in the Final Action Letter for the MPD for Sterling Lodge at Silver Lake approved by the Planning Commission on August 30, 1995.

11. Staff finds Good Cause for this Plat Amendment because the amendment resolves an existing issue by recording a 119-square-foot common area that is under exclusive private use for Unit 12.

12. The Development Review Committee reviewed this proposal on August 20, 2024, and does not require any conditions of approval.

13. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on August 28, 2024.

14. Staff mailed courtesy notice to property owners within 300 feet on August 28, 2024.

15. *The Park Record* published courtesy notice on August 28, 2024.

Conclusions of Law

1. There is Good Cause for this Plat Amendment because the amendment resolves an existing issue by recording a 119-square-foot common area that is under exclusive private use for Unit 12.

2. The Plat Amendment is consistent with the Plat requirements outlined in LMC Chapter 15-7.1.

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3. Neither the public nor any person will be materially injured by the Plat Amendment.

4. Approval of the Plat Amendment, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.

2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

Commissioner Van Dine seconded the motion.

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

E. Land Management Code Amendments - Pending Ordinance Regarding Accessory Uses and Support Commercial. The Park City Planning Department Formally Initiated Proceedings to Amend the Municipality's Accessory Uses in Master Planned Development Land Use Regulations Outlined in Land Management Code Section 15-6-8 Unit Equivalents and Section 15-15-1 Definitions Regarding Support Commercial and Residential and Resort Accessory Uses for Master Planned Developments, and Sections 15-2.7-2 Uses for the Recreation and Open Space Zoning District, 15-2.18-2 Uses for the General Commercial Zoning District, and 15-2.19-2 Uses for the Light Industrial Uses to Clarify Resort Support Commercial is Allowed when approved as part of a Master Planned Development. PL-24-06193.

Chair Hall expressed hope that Staff could present this item in an abbreviated format since the Commission had seen this item so many times and was very familiar with it. Chair Hall reported that Commissioner Johnson left the meeting. Director Ward thanked the Planning Commission and eight-member Task Force who spent a lot of time on these Amendments. She stated that these Amendments looked forward and would shift the review process as well as clarify and refine the Code. Most of the City's zones were volume-based; therefore, Open Space, Setbacks, and Building Height created the volume. These proposed amendments would shift the way the square footage within that volume was reviewed by the Planning Commission, with considerations like parking and

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affordable housing. She stated the Staff Report provided some additional requested information and the Task Force members had met and might share a presentation.

Director Ward stated that should the Commission like to forward a recommendation to the City Council for its consideration on October 10, 2024, the Task Force would participate in that meeting and present their findings to the Council. In addition, the Commission would have the opportunity to present its findings on October 10. Chair Hall added that individual Commissions would also be able to appear at that meeting.

Task Force Member Chris Conabee introduced himself. Task Force Member Brianna Callaway stated the Task Force had nothing in particular to add at this time but was present to answer any follow-up questions prior to October 10. Commissioner Suesser agreed with all of the proposed changes in the proposed Ordinance, with the exception of the Hotel/Motel definition. Director Ward explained that in the Pending Ordinance, there were no proposed modifications to the Hotel definition as currently drafted. Commissioner Suesser proposed changing that definition at line 6, which stated, "Hotel/Motel does not include Nightly Rental Condominium projects without restaurants, bars, spas and on-site check-in lobbies." She asked if this was intended to mean that for a Nightly Rental Condominium project to qualify as a Motel, it would just have to have a restaurant, bar, spa, and an on-site check-in lobby. She wanted this clarified, as she did not think this was a good definition and a good way to exclude Nightly Rental Condominiums from the definition. Commissioner Suesser suggested something along the lines of "allow full–time residents or that did not mandate Nightly Rental of the units."

Commissioner Shand believed that the State of Utah prohibited mandatory participation in a rental program. He felt a good example was Empire Pass and Silverstrike which were primarily condominium residences with some common space, but that did not have restaurants or a check-in desk. A condominium hotel would fall more into the line of The Montage and St. Regis where they have the amenity space.

Commissioner Suesser understood and confirmed that she wanted to exclude condominiums that do not have these amenities.

Commissioner Frontero reported that was how this definition was currently written. He questioned whether Commissioner Suesser found the definition confusing, or whether she wanted more definition. Commissioner Suesser was not confused by it, but that it was not a good way to exclude Nightly Rental Condominium projects. She felt it would be easy for a Nightly Rental Condominium project to slip into the hotel property, which was what she wanted to prevent.

Commissioner Sigg commented that it probably depends on State Law whether it would mandate participation in the rental program. You could have a 50-unit hotel project, but if no one rented their place, then it would be a condominium project where the residents have the benefit of accessory uses.

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Commissioner Shand noted that the purpose of the developer was to sell real estate. Developers would not cannibalize their sellable square footage to put in a restaurant. Commissioner Sigg disagreed. Commissioner Shand felt they agreed that those were not Hotels, even though they were condominium projects, and they should be excluded.

Commissioner Sigg stated the *modus operandi* of selling the real estate was if they wanted to get a higher price per square foot, they would choose to add amenities. He felt it was a bit of a trade-off, and the spirit of where this goes was to the gaming of the system where people are hiding units to get surplus space as a hotel. It is not about curtailing hotels and making them less viable. If there is a project model and a developer wants these amenities as a condominium project, then they take two units out and put a rooftop pool or whatever it takes to get $2,000/foot instead of $1,500/foot. He reiterated the spirit of this, which was where the definition became a little convoluted.

Chair Hall asked if Commissioner Suesser had a proposed amendment to this definition.

Commissioner Suesser stated that she initially considered striking the language "without restaurants, bars, etc." but stated it might be helpful to keep it. She wanted to hear from Staff whether this language was literal and whether a project would have to have all those things. Director Ward stated that was the intent, and it could be clarified by rephrasing to say that a Nightly Rental Condominium project with a restaurant, bar, spa, and on-site check-in lobby would qualify as a Hotel under the Code."

Commissioner Suesser asked about adding, "that prohibits full-time residents." She noted that owners could not be mandated to put their units into a rental pool. She stated if they were trying to keep Nightly Rental Condominiums from slipping into the Hotel model, that this definition should be strengthened. Commissioner Sigg also asked if amending the definition would be an amendment to the Land Use Code that was independent of this action on Accessory Uses, or if could it be a part of these amendments.

Director Ward stated that the Commission could recommend amending the Pending Ordinance to address this. Nightly Rental Condominium is a term used in the MPD Code, but it is not defined. This would be the closest definition they could get as to the intention for the Nightly Rental Condominium.

Chair Hall suggested that if it is a capitalized definition in the LMC, then they should make it its own defined term.

Commissioner Suesser observed that this spoke directly to a project under consideration, and she did not know how it would apply. Director Ward stated it would not apply as that developer was vested. Commissioner Suesser asked if they needed a spa to qualify. Chair Hall noted that was a moot point as the developer was vested.

Chair Hall proposed adding a definition for Nightly Rental Condominiums and liked Director Ward's suggestion as to how to better clarify. Director Ward stated that if the Commission were comfortable, Staff could work with the liaisons to come up with a

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definition and circulate it for the Commission's review before appearing before the City Council.

Commissioner Sigg asked if it would become zone-specific. Director Ward stated it was a capitalized term, so that would make sense, and they could separate it from the Hotel definition so there would be a new definition for Nightly Rental Condominium.

Commissioner Shand sensed that they were separating the Nightly Rental Condominium from the Condo/Hotel. Chair Hall clarified that Nightly Rental Condominium would be separate from the definition of Hotel/Motel. Commissioner Shand stated that Flagstaff operated differently from the St. Regis, but the buyer of a condominium hotel unit in St. Regis or The Montage was not looking to live in it full-time; rather, they were looking to generate revenue and turn it over to the hotel operator. He added that many times, the owners were limited in these rental agreements with the operators in terms of how often they could use the residence. He wanted to create that delineation, so maybe they should have three different definitions.

Commissioner Sigg liked Commissioner Shand's point and stated that the owner-use provision could potentially be a defining factor as to what constitutes a Hotel/Motel. He also noted that was a Covenants, Conditions, and Restrictions ("CC&Rs") issue. Chair Hall agreed.

Commissioner Shand added that in the case of a Condominium Hotel, 80% of the owners participate in the hotel's rental program because that is why they bought the residence. Commissioner Suesser noted they wanted to encourage that, so they did not have ghost towns and empty condominiums. Commissioner Shand stated that is what was happening in Empire Pass because there were no amenities in those buildings.

Commissioner Sigg saw projects such as Flagstaff as more condominium projects and less as hotels. He added that this also spoke to the profile of the development. If a developer were truly building a hotel, then they would include the amenities.

Mr. Canabee stated that the Task Force was worried about an exercise to get control over what was a perceived abuse of things, by rewriting the LMC; he reported that maybe the solution was to put more controls in for the Planning Commission. The Planning Commission and City Council already had controls in terms of the plat, so if someone abused that, they would not sign off on their plat. At the same time, the Task Force saw that a lot of these hotels were things they did not foresee. He mentioned needing to renegotiate the Sundance lease when they brought forth Silverstar but they needed to come up with a commercial use to house Sundance. That was in the Code with the 5 in 5, so they could create buildings and parking spaces that they might not do today, but there was a purpose in that.

With regard to The Montage, Mr. Canabee stated there were 5,000 acres of Open Space across Park City Mountain Resort and Deer Valley that were protected and put onto that site. One of the outrages of the community was people did not want those cars coming

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down Marsac Avenue. Therefore, the only way to get that annexation and preserve that Open Space to was appease the community by having more amenities so that people would stay at the project.

Mr. Canabee stated that prior Commissions made good decisions, and if there was a theme where they crossover, they would be working on a process that gives the Commission the latitude to grant that rather than just stripping it from the Code. There might be a need in the future where they need it, and they would not have the ability to do it. He stated that as a developer if he were charged with the items listed in that definition and it would come out of his Unit Equivalents ("UEs"), he would just not provide it. He urged the Commission to trust itself and those who came before and not mess with the Code too much. He agreed that if there were instances of people abusing the 5 in 5, they should put it back to the Commission to determine what that 5 in 5 is, and then they have the ability to make the right decision.

In terms of a theme, Commissioner Suesser stated they started with Staff going over the LMC very carefully to address some of the gaps they kept coming up against in applying the Code to certain projects and the ballooning of the support commercial space and cap it because the comps were double the approved density. She stated that was the issue they sought to address, and she felt Staff, and the Commission combed over it very carefully and surgically to make changes to the Code that would address those issues. Commissioner Suesser was very happy with the proposed changes and was in favor of them.

Chair Hall looked to Staff for suggestions regarding the definition. Commissioner Suesser liked the suggestion that Staff would craft the language and provide it to the liaisons.

Chair Hall opened the public hearing.

Mike Lewis identified himself as the Vice President of Mountain Operations for Park City Mountain. They expressed their concerns last year regarding the proposed LMC Amendments and participated in the Accessory MPD Task Force formed by the Mayor and Council in November 2023. They appreciated being a part of the group, and the thoughtful and serious consideration that everyone on the Task Force brought to the process. They were aligned with the Task Force's recommendation.

Mr. Lewis stated their primary concern as an operator within the Recreation Open Space ("ROS") zone was that the addition of Footnote 6 to Resort Support Commercial Uses in the ROS could be misinterpreted to imply that all operational amenities, including a bathroom, warming hut, first aid station or patrol station could be subjected to a Master Planning process just to build a simple accommodation that would improve the employee or guest experience. He believed that the Conditional Use process sufficiently managed and provided oversight of the projects contemplated within the ROS.

The Staff Report indicated that this footnote was added to bring the ROS District in line with other districts, such as Residential, Commercial, and Light Industrial. However, he

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stated this did not add consistency and the reasoning failed to acknowledge and account for the unique differences in districts.

Mr. Lewis stated that the purpose of the ROS district was to accommodate the enjoyment and use of Open Spaces, which was different from the purpose of a Residential, Commercial, or Industrial district where development was assumed. The Task Force analyzed the potential impacts of the proposed changes and unanimously recommended the removal of the footnote and preservation of most of the Code as it is. Mr. Lewis expressed hope that the Planning Commission would consider scaling back the proposed amendments to preserve the aspects of the current LMC that provided an efficient process to manage land use within Park City.

Tony Tyler reported that he runs a local development firm and was part of the contingent that brought forward some of the concerns to the City Council, who effectively pushed them back to the Task Force. He was not part of the Task Force but read their recommendations. He was disappointed to see Staff's recommendations and the proposed Amendments did not scale back the changes, which he thought was the intent of the City Council's direction. Mr. Tyler supported the thoughtful and considerate recommendations from the Task Force and asked the Planning Commission to take those into account to scale back the Amendments proposed.

Rory Murphy thanked the Commissioners for their service and expressed appreciation for the work they do for the community. He furthered the earlier comments of Mr. Canabee and felt compelled to comment on some of the statements made in the last meeting regarding The Montage. There appeared to be considerable misinformation on the Condo/Hotel and how its current design came to be. It was important to understand that The Montage was approved as the focal point of an annexation. The annexation was the Park City Mountain Resort, which became 4,000 acres of permanent deeded Open Space, and the trade was The Montage. Mr. Murphy stated that annexations were negotiated settlements, and the Planning Commission and Council had considerable discretion regarding an annexation application. When the project was submitted to the City, the residents of Marsac Avenue and the adjacent streets were very upset about the increased traffic burden. The Empire Pass development had a significant impact on traffic on Marsac Avenue, and the Commission and Council were especially sensitive at that time to those concerns.

When the project came before the City, the Commission and the Council insisted that the hotel be relatively self-contained to reduce the traffic impact of the Condo Hotel on Marsac Avenue. Mr. Murphy commented that it was not an apples-to-apples comparison with the proposed Support Commercial changes. The City wanted that Open Space, and wanted the book closed on the Mountain Resort development, and that was achieved. Ironically, the spirit of that negotiation was not due to demands from The Montage, but what the City demanded of The Montage. Mr. Murphy felt the context of that discussion in this case was incorrect. He did not support the Code change and believed it was detrimental and an ill-conceived decision for Base Area developments. The ski areas have needs that he did not understand, and that could not be easily anticipated. Whether they liked it or not,

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he stated that the resorts were the economic engine they depended on, and the ski areas should have the ability to plan their own operations and have the flexibility to adjust to future demands that would change over time. To cap both resorts at 5,000 square feet was arbitrary and did not address the inevitable operational changes that would occur in the future.

There was no further public comment. Chair Hall closed the public hearing.

With respect to the operations of resorts, Commissioner Sigg acknowledged that everyone would agree that a draconian or prohibitive ordinance that would not allow for restrooms or warming stations, or first aid, or other things that go along with recreation open space were a very different beast than a private, for sale condominium. Operators should be allowed to have those amenities and those accessories to run a successful resort, and it would be ludicrous not to. He wanted to ensure that they were not misconstruing what they wanted to accomplish by stating that resorts should not have the facilities they need to operate. That was not what they were trying to do with these Amendments.

In response to a request for clarification regarding the changes to the resort support space amendments, Director Ward presented the Pending Ordinance and explained there were two types of resort uses addressed in the LMC. She stated there was one type of Resort Accessory Use through the MPD exceptions in Section 15-6-8. She explained there was a Resort Accessory Use list that the Planning Commission analyzed to refine, and which was associated with the MPDs. Throughout the zoning district Use Tables, there was a Resort Support Commercial Use, and that was defined twice in the current LMC. The Pending Ordinance removed the duplication of those definitions. The definition was a "commercial use that is clearly incidental to and customarily found in connection with the principal resort use, and which is operated and maintained for the benefit or convenience of the owner, occupants, employees, customers of or visitors to the principal use."

The commercial uses were listed as follows:

- Retail business;
- Service establishments;
- Professional offices; and
- Other enterprises that include commerce and/or trade in the buying and selling of goods and services.

Therefore, there are two zoning districts where these commercial uses are just allowed, and the recommendation was that this use still be allowed in these zones, which are both Bonanza Park Neighborhood zones. She added that there is a Conditional Use process for the other zones, and Resort Support Commercial is a Conditional Use Permit.

Director Ward stated the footnote clarified that the commercial uses within the MPD boundaries of the resorts would be through what was already approved through those MPDs. With regard to the concerns about restrooms and lockers and other amenities,

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those remain in the Pending Ordinance but not as Resort Support Commercial; rather they fall under Resort Accessory Use.

Commissioner Shand was a member of the Task Force and agreed with the Task Force. He felt they understood the intent of the proposed Amendments, but he did not think this was the means to do it. He felt the CUP process was the more appropriate way to go and it would ultimately give them more latitude as to what could and could not be done. He added that the existing Code was 5% and 5%, and he felt that was appropriate. There would be developers who would try to abuse it, but there were devices in place to help them prevent that.

Commissioner Shand stated he was not here when the draft was proposed, nor was he on the Commission for Treasure Mountain or some of the other applications. He stated he stood by the Task Force and supported their decision.

Commissioner Frontero sought clarification of the 5 in 5. Director Ward explained that the current Code contained an allowance within a Hotel or Nightly Rental Condominium that there could be Support Commercial Uses that do not exceed 5% of the total Floor Area that would be exempt from UEs. On top of that, within a Hotel or Condominium project, there was a 5% allowance of the Total Floor Area to be used as a meeting space. Under the Amendments, she explained there could be more than 5% Support Commercial for commercial uses and more than 5% meeting space. The Amendments provide that instead of being exempt from UEs, they would be reviewed within the project as a whole.

Director Ward added that if the 5% was not used for meeting space in addition to the Support Commercial, there was some flexibility with the additional 5% where it could then be used for Support Commercial.

Commissioner Frontero understood that if a meeting space was not utilized, the 5% meeting space could be repurposed in some other fashion. Therefore, the residential Accessory Use could jump to 10 percent. Director Ward stated that would require additional Planning Commission review, but as long as the use was intended for those on the site, then there would be that flexibility over time.

Commissioner Frontero understood there was concern with placing a maximum square footage on each of the 5 percent. Director Ward confirmed that was accurate and mentioned there could still be an increase in commercial or support commercial, it would just not be in the exception to UEs. Commissioner Frontero observed that the Commission would not be restricting a resort from any use; rather it was that the developer did not get free UEs; rather, they were just capping it and that it should count as a UE to provide housing for employees.

Commissioner Shand stated it was capped at 5,000 square feet, not just 5%; therefore, it was 5% or 5,000 square feet, whichever was less. He mentioned a hypothetical where the developer had 261,000 square feet 150,000 of it was sellable or usable, and the meeting space would be 5,061 square feet. That is an example where the developer

PENDING APPROVAL

could have the ability to use more than 5,061 square feet because they had 150,000 square feet of UEs, but they chose not to make the meeting space.

Commissioner Shand stated there were caps and made it clear that while he did not want to disparage what had been done, the current checks and balances in place through the CUP process were good safeguards.

Mr. Canabee noted that the Commission understood these concerns; however, the Task Force's position was that the way it was being limited was taking away the Commission's ability to do things in the future. It also did not recognize that the Commission has to approve the plat. He suggested a step in between when people take the 5% and the 10% because with the projects he referenced, they were solving a problem and in one they needed all 10% for meeting space and in the other, they needed all 10% for commercial to solve a problem.

Without the 5 in 5, they would do an entirely different project. He added that he could not name another city in the United States that received the level of hotel investment as Park City. He felt that is because the Code was written well and was resort-centric. He stated that gamesmanship was a valid concern, but suggested it was more of a process issue than a Code change.

Commissioner Sigg suggested exploring further some of the comments made during this meeting. He felt that a decision tonight would result in someone not being happy. He heard consensus that they want this to work and have hotels with amenities, but the question was how they police this. He stated it might have to do with the number of units. He would advocate revisiting a methodology to police this rather than making a black-and-white decision tonight. He mentioned there was a degree of commonality and they all agreed they do not want people gaming the system.

Commissioner Suesser agreed and wanted to review a way to trigger the obligations that come along with that additional space, so they were covered in terms of the employee housing trigger, for instance. She understood the Task Force seemed to be on board with that but wasn't sure where to pull that lever in the Code.

Director Ward stated they could continue this to November 13. She noted they issued the Pending Ordinance in August, which is in place for six months. They could then try to bring it before the Council in December.

Commissioner Frontero supported a continuance and could imagine a scenario where they create the ability to curtail some of the abuses and do that in ways other than a Code amendment.

Chair Hall commented was in favor of a positive recommendation to be sent to the City Council for these Amendments, as amended by Commissioner Suesser. There was discussion about a further meeting of the Task Force.

PENDING APPROVAL

MOTION: Commissioner Shand moved to CONTINUE Land Management Code Amendments – Accessory Uses and Support Commercial, and the public hearing thereon to November 13, 2024. Commissioner Sigg seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioner Van Dine and Commissioner Johnson were absent from the vote.

7. ADJOURNMENT

MOTION: Commissioner Sigg moved to adjourn.

The meeting adjourned at approximately 10:00 PM

PENDING APPROVAL

Sunday, September 8, 2024 | 8:04 AM

Hello-

I live in Bear Hollow Village. I just found out about the upcoming meeting September 11, but unfortunately cannot make it because I am teaching a class at that time. I wanted to add my voice as someone who is against allowing a zoning variance so the developer can build so high. I do appreciate that there is affordable housing included, as well as open space, but that is such an important location in terms of the visible approach to Old Park city and Main Street.

It would be a slippery slope to allow such tall buildings to start encroaching on that area. It happened in my hometown, and once they allowed the first one, there were more and more, and then the entire character changed (the same thing happened with big box chain stores, which so far have been kept out in Kimball).

My understanding is you have heard more voices in support, but mine is to request that the developer shave a couple of floors off their buildings to keep them ideally within, but at least closer to the current zoned maximum. The difference between 35 and 60 feet is enormous.

Thank you for hearing my voice,

-Deborah Aronson

“Be kinder than necessary because everyone you meet is fighting some kind of battle.” J.M. Barrie

PENDING APPROVAL

Sunday, September 8, 2024 | 2:12 PM

Dear PC Planning, as a PC resident I want to adamantly log my opposition to a larger (higher) hotel as part of this plan. Its sets a precedent which will negatively impact the atmosphere that makes PC so special. I have firsthand experienced an initial larger structure in my former community in California which led very quickly to further development of larger structures forever negatively impacting the neighborhood and living experience which can never be undone. Please DO NOT allow this redev project to proceed!

Respectfully,

Siegfried Reich

PENDING APPROVAL

Monday, September 9, 2024 | 10:26 AM

For Planning Commission, please see my comments below for the upcoming Yarrow discussions. Thank you.

I am in favor of the new design. It is a significant improvement for the site. I like how the buildings are broken up into smaller footprints, with light, air, and landscaping between and around them, rather than a large continuous footprint at a lower height. The design includes 40% open space and 48 affordable units. To achieve that balance, my opinion would be to allow these buildings to go taller. It feels like a good place for this design. Additionally, the other nearby locations, such as the arts district and Ironhorse area, could be good locations to follow a similar format. Everyone always talks about building more affordable housing, and these seem like good locations and ways to achieve it. Doubtful you'll get the typical NIMBY comments in these areas, and the locations are very pedestrian friendly. It seems like these couple of blocks could be transformed into a vibrant worker community rather than the current unsightly grouping of deteriorated buildings, parking lots, vacant lots, etc.

And, thanks for all you do.

Thanks,

Sean Matyja
Associate Broker, REALTOR®

sean@enjoyparkcity.com
enjoyparkcity.com

PENDING APPROVAL

Monday, September 9, 2024 | 11:22 AM

Dear Sirs,

I'm writing to urge you not to ignore/ adjust the height restrictions which you've had in place for many years at the Prime entry point entry point into Park City town itself.

I'm deeply suspicious of developers who think they can get an exemption using the cover of affordable housing- which inevitably turns out to be not quite so affordable and has loopholes for further speculation.

Please don't fall for this switch and bait tactic.

No doubt the site is due for upgrade/further development.... no doubt we need genuine affordable housing, but this can all be done tastefully, effectively - and profitably for them and maintaining the rules that have applied for many decades.

Please stand up and tell them what to do and how to do it, rather than have them tell you what they wish to do.

With thanks for all your hard work,

Respectfully,

Tim - a 40 plus year resident

Tim Lapage

www.safariexperts.com

PENDING APPROVAL

Monday, September 9, 2024 | 5:57 PM

Dear Park City Planning,

I would like to express my concern that the Yarrow redevelopment plan is looking for a height exemption, allowing the structure to exceed the established 35' height limit. While I applaud the affordable housing, expanded community experiences, and added green spaces within this proposal, I strongly disagree with allowing the increased height. This would set an undesired precedent that could lead to follow-on exemptions. Please insist that the project is built within the existing height limits.

Thanks for considering my comments.

Kindly,

Stacie Canan

PENDING APPROVAL

Tuesday, September 10, 2024 | 1:13 PM

Dear Park City Planning Commissioners,

Thank you again for all the time and expertise you contribute to the City on planning

and development issues.

I am writing today to very strongly urge you to NOT allow an extension/increase on

building height allowances for The Yarrow redevelopment proposal.

As a community, we certainly have challenges that we agree are important and need to be addressed, such as affordable housing. My concern is that recent development proposals are finding success with the City and County in using affordable housing as a "trade" for casting aside building height restrictions and protection of our mountain views.

My plea to you is to find solutions that include BOTH, without exception - affordable housing AND maintaining our mountain views by strictly enforcing lower building heights. The Yarrow redevelopment project isn't the only project. As has been mentioned by The Yarrow project developers, the elements in the Yarrow proposal are just part of a larger vision for the Bonanza Park area. Being able to see our beautiful mountains over the past few years in that area has had a significant and positive impact on the community - for residents and visitors. And it's not hard to imagine how that would drastically and negatively change with higher building heights. What I am strongly advocating for are proposals, including for The Yarrow, that address community needs AND preserve views. It is possible, thoughtful design can preserve views too. The Yarrow re-design, however, does not do that, in my opinion.

I posted my comments about this proposal on NextDoor to encourage fellow

residents to express their views to you as you consider the proposal. Here is a link to that dialogue which includes residents who strongly support lower building

heights and protection of our mountain views:

https://nextdoor.com/p/58hJnmfFC_LH?view=detail&init_source=search&query=Yarrow

Thank you for your consideration of my request. I sincerely hope you will vote

against allowing increased building heights.

Sincerely,

Kathy Hunter

PENDING APPROVAL

Wednesday, September 11, 2024 | 11:18 AM

Commissioners,

You have broad discretion to evaluate whether there are enough community benefits to warrant approving an MPD. The 1800 Park plan offers significant 'gets' to the city. Please consider:

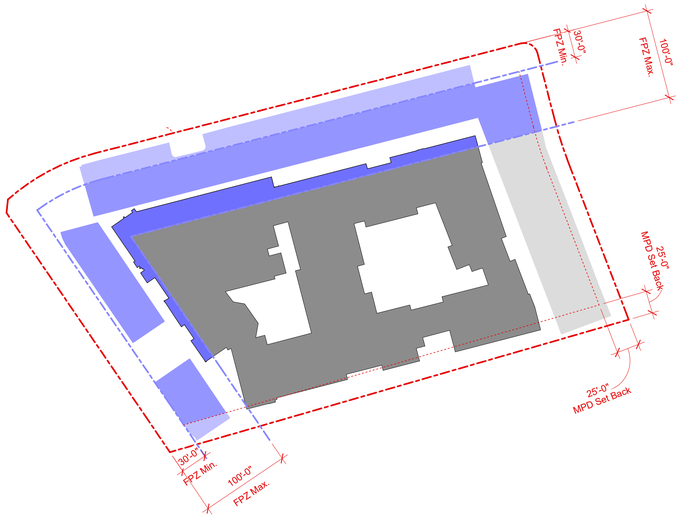
The current entry corridor experience from Kearns/Park Ave heading south includes a fifty year old motor lodge, the Fresh Market , a Walgreens and a Burger King, all with acres of parking on grade and fronting the street. The proposed application offers underground parking for 250 cars with no street frontage parking. It offers a vastly improved landscaping plan that provides a pleasant, safer pedestrian experience along Kearns. Two curb cuts are eliminated providing for safer automobile access to the site. One is at the northeast corner of the site, the second is on Park Ave. A third curb cut is relocated to the center of the property further from the intersection of Park and Kearns. Providing improved access to a proposed tunnel under Kearns is an added bonus.

Taken together these are significant safety improvements worthy of granting a height exception.

Alex Butwinski

former City Councilor

PENDING APPROVAL



Property.....194,652 sq. ft.

30' FPZ and 100' FPZ

Required MPD Set Backs - 25'

Building Footprint encroaching into 100' FPZ.....9,917 sq. ft.

Existing Building Footprint inside Set Backs.....60,599 sq. ft.

Existing Parking Structure encroaching into 100' FPZ....30,771 sq. ft.

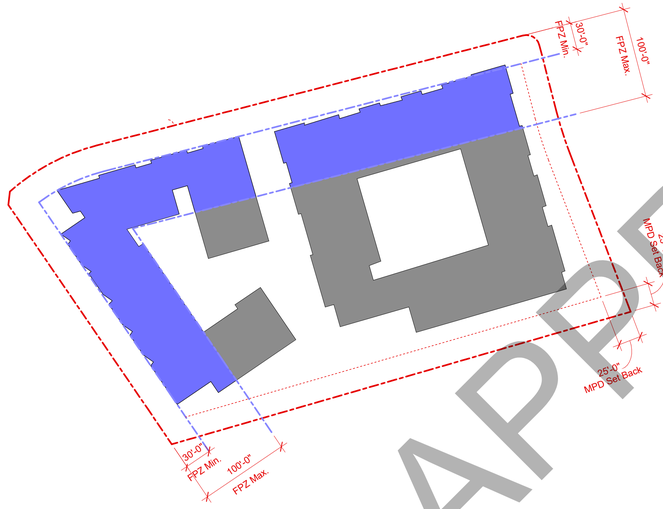
Existing Parking Structure encroaching into 30' FPZ.....10,047 sq. ft.

Existing Parking Structure inside Set Backs.....13,342 sq. ft.

EXISTING STRUCTURE FOOTPRINT: 124,676 sq. ft.

Existing Building Setback Analysis

SCALE: 1" = 80'-0"



Property.....194,652 sq. ft.

30' FPZ and 100' FPZ

Required MPD Set Backs - 25'

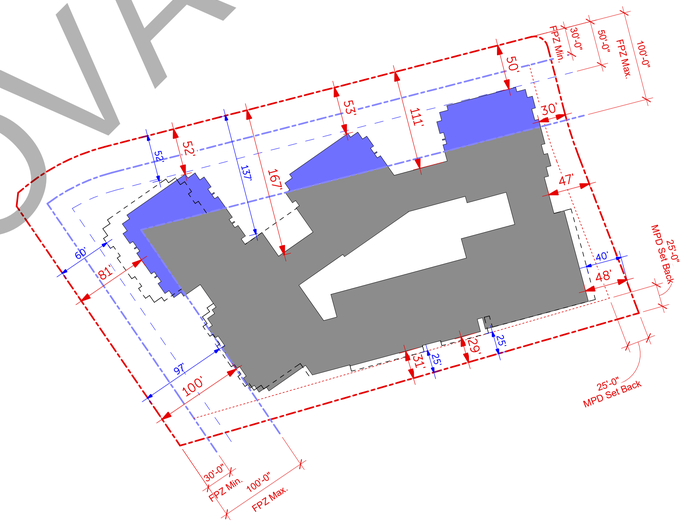
Building Footprint encroaching into 100' FPZ.....47,236 sq. ft.

Existing Building Footprint inside Set Backs.....41,286 sq. ft.

PREVIOUS DESIGN STRUCTURE FOOTPRINT: 88,522 sq. ft.

Proposed Building (MPD 2022) Setback Analysis

SCALE: 1" = 80'-0"



Property.....194,652 sq. ft.

30' FPZ and 100' FPZ

Required MPD Set Backs

Frontage Propteccion Zone 50' Set Back (Small Area Plan)

Previous Footprint

Building Footprint encroaching into 100' FPZ.....13,795 sq. ft.

Existing Building Footprint inside Set Backs.....68,815 sq. ft.

PROPOSED STRUCTURE FOOTPRINT: 82,610 sq. ft..

Proposed Building Setback Analysis

SCALE: 1" = 80'-0"

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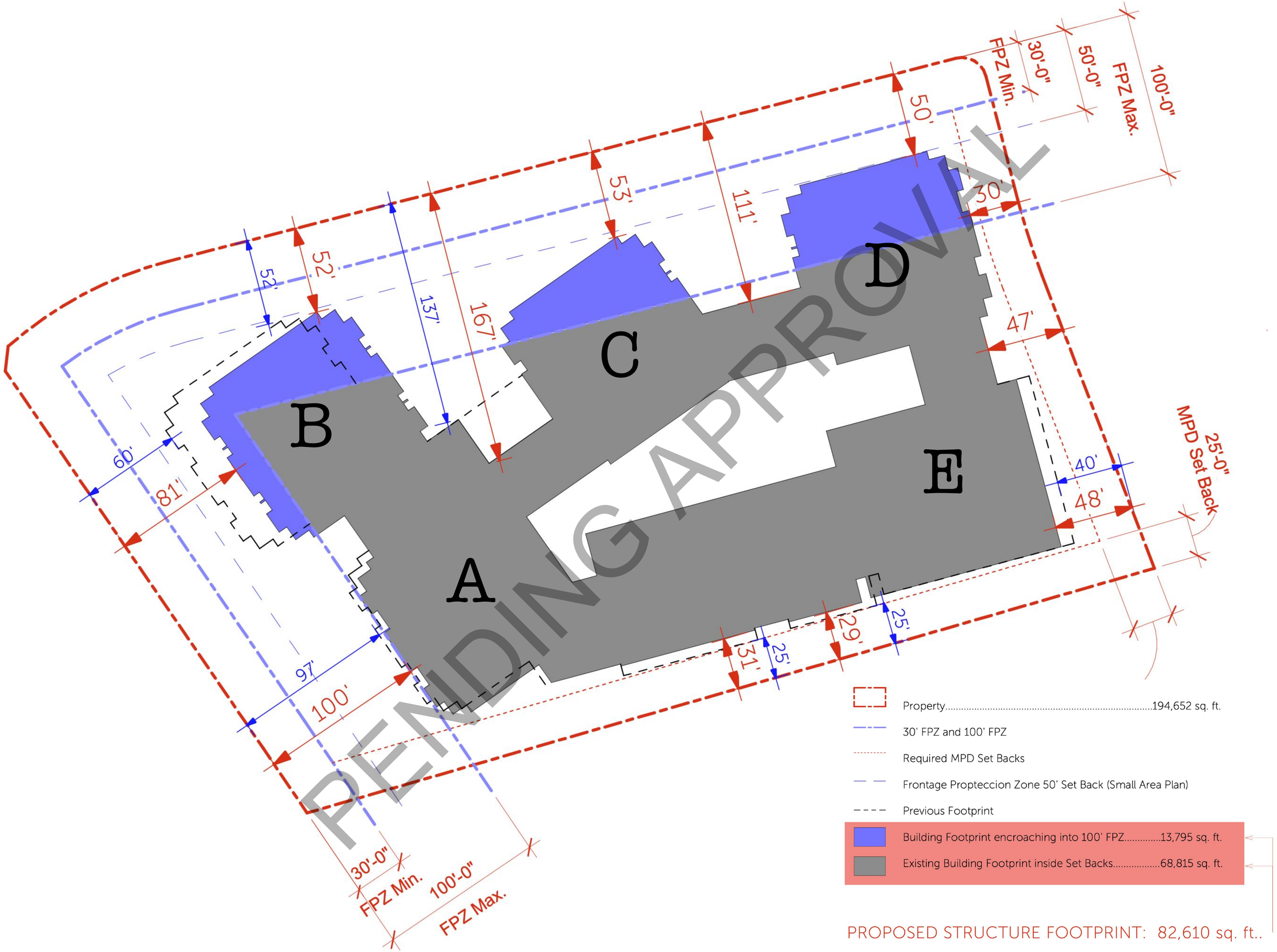
MPD-011

FPZ Analysis



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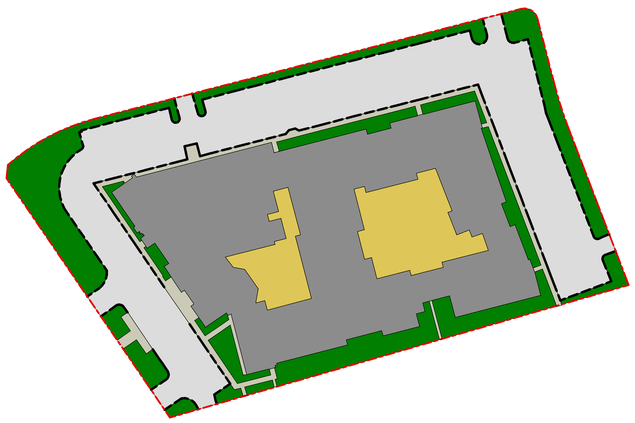
FPZ Analysis

Existing Building Open Space

SCALE: 1" = 80'-0"



Property.....194,652 sq. ft. (100%)

Surface Parking & Driveways.....61,890 sq. ft. (31.8%)

Existing Building Footprint.....70,516 sq. ft. (36.2%)

Amenity Space.....16,228 sq. ft. (8.3%)

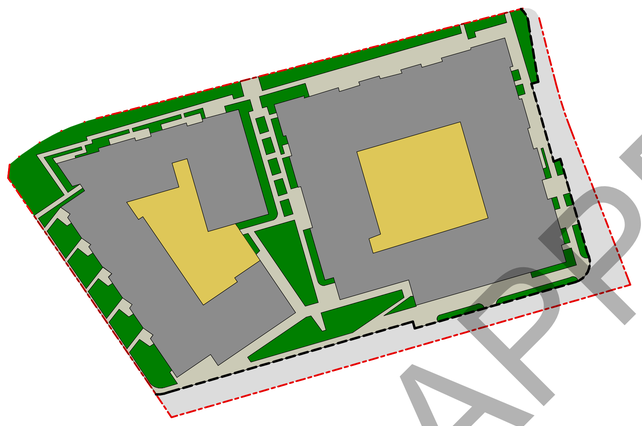
Sidewalks.....8,306 sq. ft. (4.3%)

Landscaped Area.....37,717 sq. ft. (19.4%)

EXISTING OPEN SPACE: 46,023 (23.7%)

Previously Proposed Building Open Space

SCALE: 1" = 80'-0"



Property.....194,652 sq. ft. (100%)

Surface Parking & Driveways.....20,821 sq. ft. (10.7%)

Proposed Building Footprint.....88,522 sq. ft. (45.5%)

Amenity Space.....23,412 sq. ft. (12.0%)

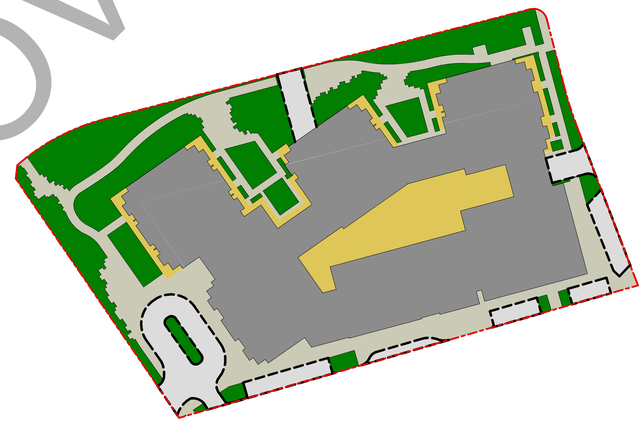
Sidewalks.....29,609 sq. ft. (15.2%)

Landscaped Area.....32,288 sq. ft. (16.6%)

PROPOSED OPEN SPACE: 61,897 (31.8%)

Proposed Building Open Space.

SCALE: 1" = 80'-0"



Property.....194,652 sq. ft. (100%)

Surface Parking & Driveways.....16,919 sq. ft. (8.7%)

Propose Building Footprint.....82,611 sq. ft. (42.4%)

Amenity Space.....17,307 sq. ft. (8.9%)

Sidewalks.....36,857 sq. ft. (18.9%)

Landscaped Area.....40,988 sq. ft. (21.1%)

PROPOSED OPEN SPACE: 77,845 (40%)

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MPD-010

Open Space

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Property.....194,652 sq. ft. (100%)

Surface Parking & Driveways.....16,919 sq. ft. (8.7%)

Propose Building Footprint.....82,611 sq. ft. (42.4%)

Amenity Space.....17,307 sq. ft. (8.9%)

Sidewalks.....36,857 sq. ft. (18.9%)

Landscaped Area.....40,988 sq. ft. (21.1%)

PROPOSED OPEN SPACE: 77,845 (40%)

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MPD-010E

Open Space

Property.....194,652 sq. ft. (100%)

Surface Parking & Driveways.....16,919 sq. ft. (8.7%)

Propose Building Footprint.....82,611 sq. ft. (42.4%)

Amenity Space.....17,307 sq. ft. (8.9%)

Sidewalks.....36,857 sq. ft. (18.9%)

Landscaped Area.....40,988 sq. ft. (21.1%)

PROPOSED OPEN SPACE: 77,845 (40%)

PENDING APPROVAL

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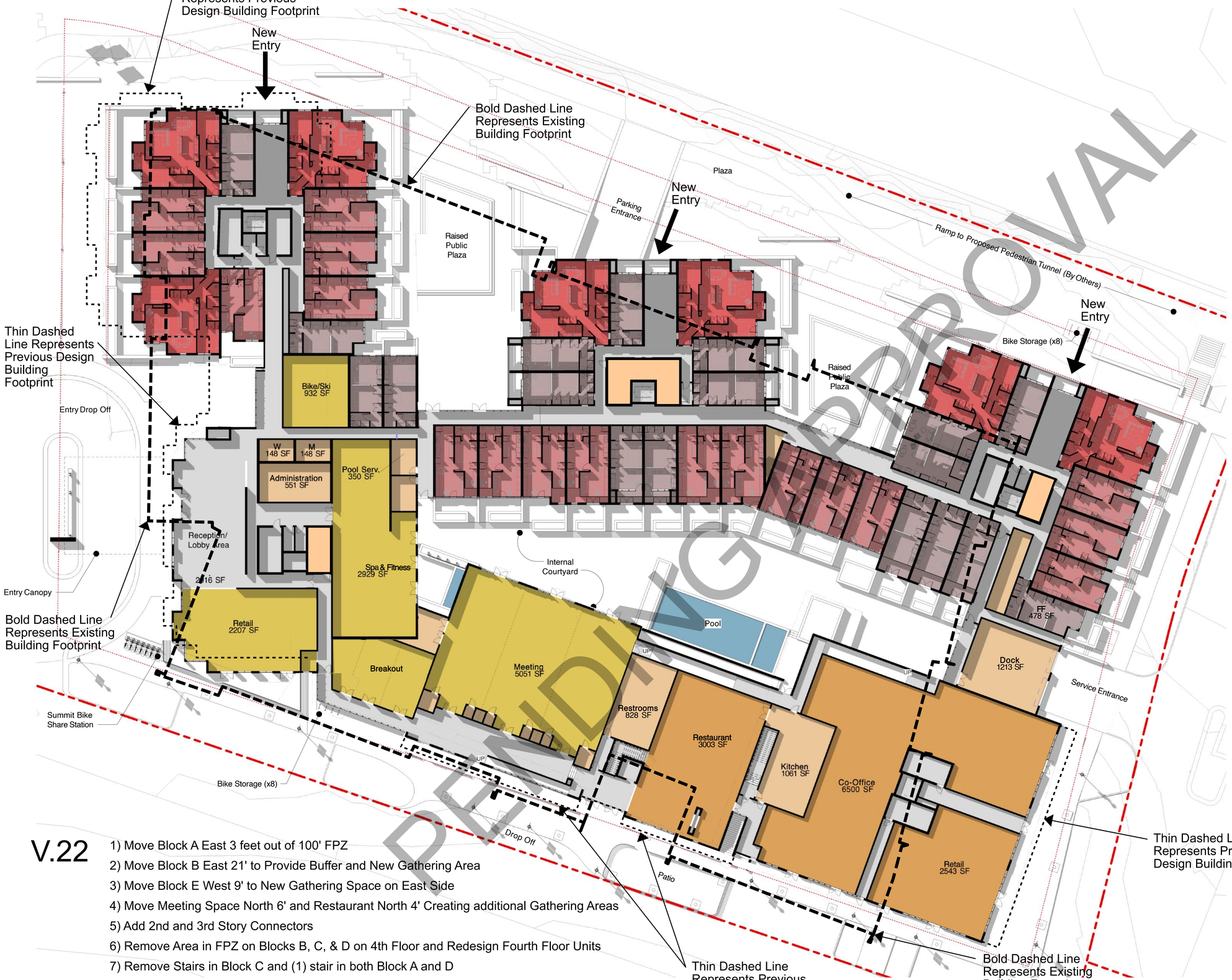
MPD-010E

Open Space



V.22

1) Move Block A East 3 feet out of 100' FPZ
2) Move Block B East 21' to Provide Buffer and New Gathering Area
3) Move Block E West 9' to New Gathering Space on East Side
4) Move Meeting Space North 6' and Restaurant North 4' Creating additional Gathering Areas
5) Add 2nd and 3rd Story Connectors
6) Remove Area in FPZ on Blocks B, C, & D on 4th Floor and Redesign Fourth Floor Units
7) Remove Stairs in Block C and (1) stair in both Block A and D

APPROVAL PENDING

Level 1 - MPD

SCALE: 1" = 20'-0"

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MPD-101

Level 1

PENDING APPROVAL

V.22

1) Move Block A East 3 feet out of 100' FPZ
2) Move Block B East 21' to Provide Buffer and New Gathering Area
3) Move Block E West 9' to New Gathering Space on East Side
4) Move Meeting Space North 6' and Restaurant North 4' Creating additional Gathering Areas
5) Add 2nd and 3rd Story Connectors
6) Remove Area in FPZ on Blocks B, C, & D on 4th Floor and Redesign Fourth Floor Units
7) Remove Stairs in Block C and (1) stair in both Block A and D

Level 2 - MPD
SCALE: 1" = 20'-0"

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MPD-102

Level 2

V.22

1) Move Block A East 3 feet out of 100' FPZ
2) Move Block B East 21' to Provide Buffer and New Gathering Area
3) Move Block E West 9' to New Gathering Space on East Side
4) Move Meeting Space North 6' and Restaurant North 4' Creating additional Gathering Areas
5) Add 2nd and 3rd Story Connectors
6) Remove Area in FPZ on Blocks B, C, & D on 4th Floor and Redesign Fourth Floor Units
7) Remove Stairs in Block C and (1) stair in both Block A and D

Level 3 - MPD

SCALE: 1" = 20'-0"

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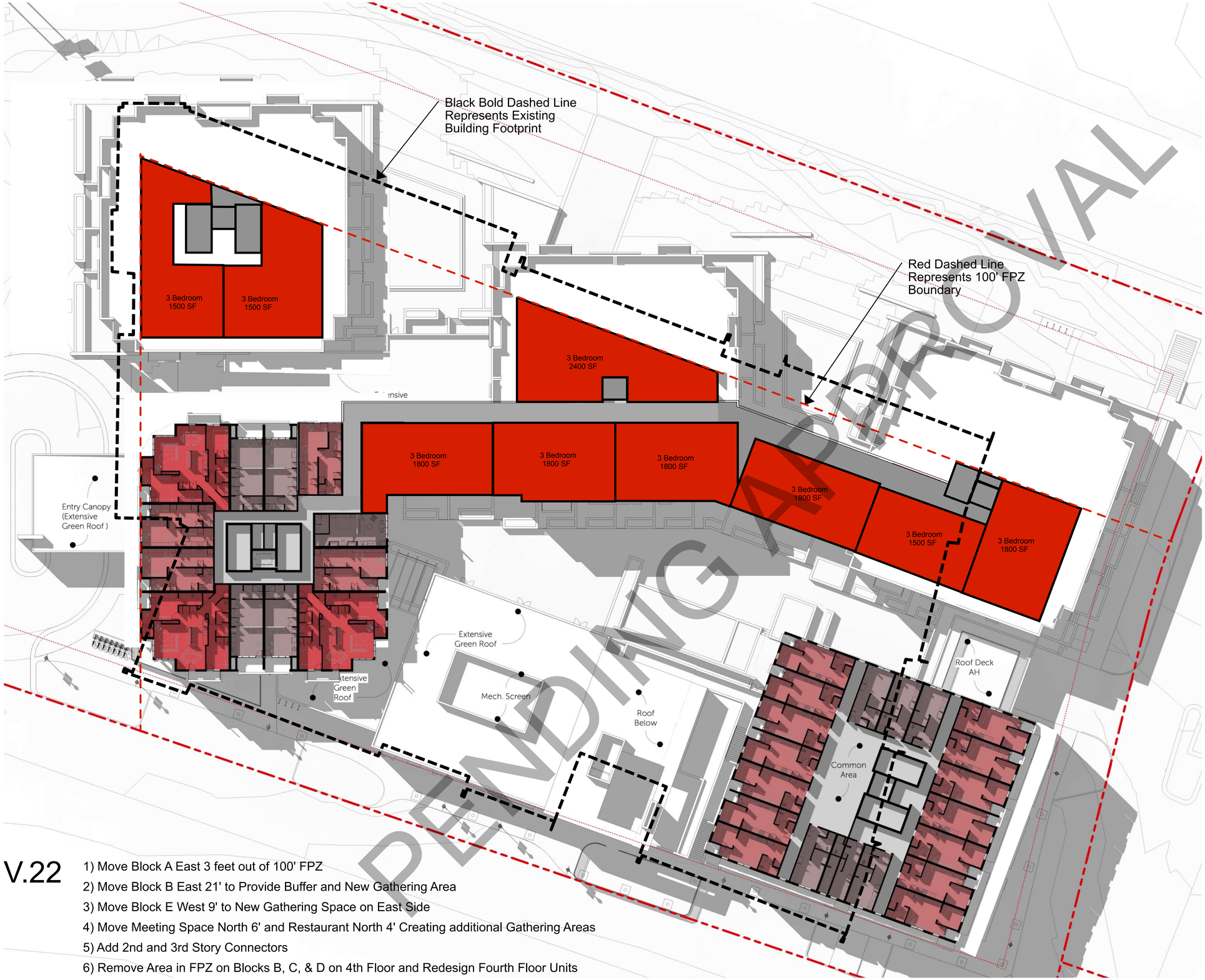
MPD-103

Level 3



- Amenity
- Commercial
- Service
- Circulation
- 1 Bed
- 2 Bed
- 3 Bed
- Studio

V.22

1) Move Block A East 3 feet out of 100' FPZ
2) Move Block B East 21' to Provide Buffer and New Gathering Area
3) Move Block E West 9' to New Gathering Space on East Side
4) Move Meeting Space North 6' and Restaurant North 4' Creating additional Gathering Areas
5) Add 2nd and 3rd Story Connectors
6) Remove Area in FPZ on Blocks B, C, & D on 4th Floor and Redesign Fourth Floor Units
7) Remove Stairs in Block C and (1) stair in both Block A and D

Level 4 - MPD

SCALE: 1" = 20'-0"

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Level 4

Roof Elevation:	6862'-0"
Grade:	6820'-0"
Roof Over Topography:	**42'-0"**

Roof Elevation:	6851'-1"
Grade:	6820'-0"
Roof Over Topography:	**31'-1"**

Roof Elevation:	6862'-0"
Grade:	6820'-0"
Roof Over Topography:	**42'-0"**

Roof Elevation:	6851'-1"
Grade:	6820'-0"
Roof Over Topography:	**31'-1"**

Roof Elevation:	6862'-0"
Grade:	6820'-0"
Roof Over Topography:	**42'-0"**

Roof Elevation:	6851'-0"
Grade:	6819'-3"
Roof Over Topography:	**31'-9"**

Roof Elevation:	6862'-0"
Grade:	6820'-0"
Roof Over Topography:	**42'-0"**

Roof Elevation:	6851'-0"
Grade:	6818'-10"
Roof Over Topography:	**32'-2"**

Roof Elevation:	6851'-0"
Grade:	6816'-6"
Roof Over Topography:	**34'-6"**

Roof Elevation:	6862'-0"
Grade:	6819'-0"
Roof Over Topography:	**43'-0"**

Roof Elevation:	6835'-0"
Grade:	6820'-0"
Roof Over Topography:	**15'-0"**

Roof Elevation:	6831'-0"
Grade:	6820'-0"
Roof Over Topography:	**11'-0"**

Roof Elevation:	6835'-0"
Grade:	6821'-0"
Roof Over Topography:	**14'-0"**

Roof Elevation:	6865'-0"
Grade:	6820'-0"
Roof Over Topography:	**45'-0"**

Roof Elevation:	6836'-0"
Grade:	6819'-6"
Roof Over Topography:	**16'-6"**

Roof Elevation:	6864'-0"
Grade:	6821'-0"
Roof Over Topography:	**43'-0"**

Roof Elevation:	6837'-0"
Grade:	6821'-0"
Roof Over Topography:	**16'-0"**

Roof Elevation:	6849'-6"
Grade:	6821'-0"
Roof Over Topography:	**28'-6"**

Roof Elevation:	6841'-6"
Grade:	6821'-0"
Roof Over Topography:	**20'-6"**

30'-0"
20'-0"
50'-0"

Elevator Penthouse
Elevator/Mech. Screening
Elevator & Mech. Screening
Elevator Penthouse/Mech. Screening
Solar Panel Ready, behind parapet

PENDING APPROVAL

V.22

1) Move Block A East out of FPZ
2) Move Block B East to Provide Buffer at Intersection
3) Move Block E West to Create Plaza Space on East Side
4) Add 2nd and 3rd Story Connectors
5) Remove Area in FPZ on Blocks B, C, & D on 4th Floor and Redesign Penthouses to Maximize Area
6) Remove Stairs in Block C and (1) stair in both Block A and D

Roof Plan
SCALE: 3/64" = 1'-0"

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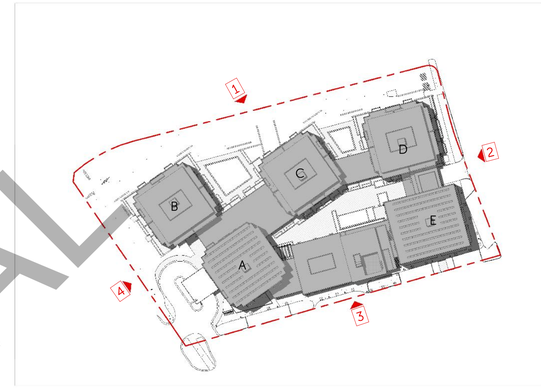
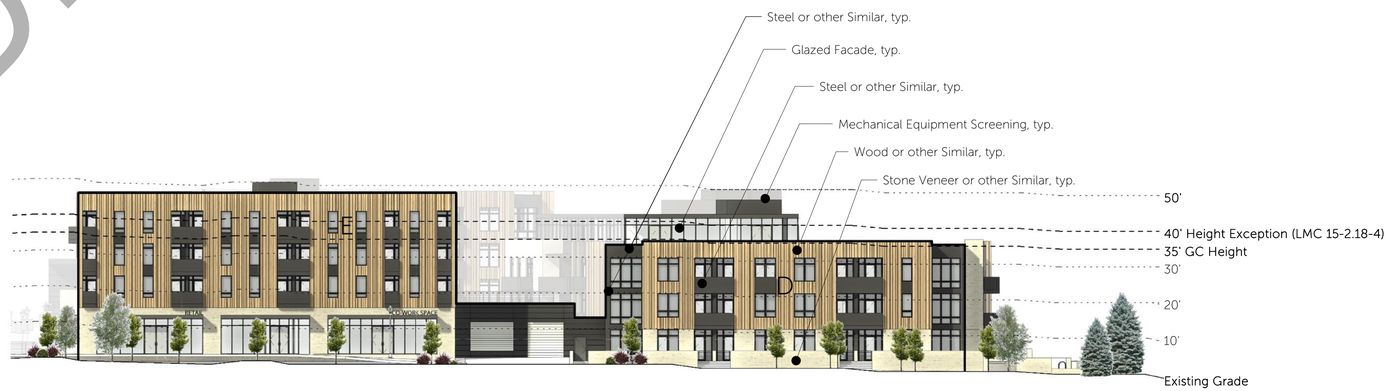
MPD-108

Roof Over Topography Copy 1



Elevation 1.

SCALE: 1" = 20'-0"



Elevation 2.

SCALE: 1" = 20'-0"

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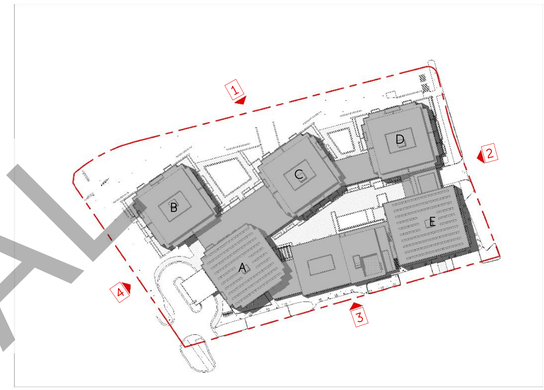
MPD-201

Elevations



Elevation 3.

SCALE: 1" = 20'-0"

Elevation 4.

SCALE: 1" = 20'-0"

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Park & Kearns Redevelopment

MPD-202

Elevations

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

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

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

3. There is adequate Landscaping and buffering from adjacent Properties and Uses;

4. Increased Setbacks and separations from adjacent projects are proposed;

5. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible;

6. The additional Building Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review, or the Design Guidelines for Park City's Historic Districts and Historic Sites if the Building is located within the Historic District.

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

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A. **FRONT SETBACK**. The minimum Front Setback is twenty feet (20') for all Main and Accessory Buildings and Uses. The twenty foot (20') Front Setback may be reduced to ten feet (10'), provided all on-Site parking is at the rear of the Property or underground. The Frontage Protection Overlay Zone (FPZ) requires a minimum landscaped buffer of thirty-feet (30') in width abutting the Street. See Section 15-2.20. The Prospector Overlay allows reduced site requirements for designated Affected Lots. See Section 15-2.18-3(I)

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Park & Kearns Redevelopment
MPD-GC1
Front Setback

15-2.20-1 Purpose

The purpose of the Frontage Protection Zone (FPZ) is to:

A. preserve Park City's scenic view corridors,

B. preserve and enhance the rural resort character of Park City's entry corridor,

C. provide a significant landscaped buffer between Development and highway Uses,

D. minimize curb cuts, driveways and Access points to highways,

E. allow for future pedestrian and vehicular improvements along the highway corridors.

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15-2.20-4 Lot And Site Requirements

Lot and Site Requirements and Building Heights for all Development Activities and uses within the Frontage Protection Zone must be consistent with the underlying Zoning District and are subject to the following additional requirements:

A. Regardless of the zone Setback and Yard requirements, except as otherwise provided herein, no Structure shall be allowed within thirty feet (30') of the nearest highway Right-of-Way. An exception to this requirement shall be granted for two (2) municipal identification signs, one within the Utah State Highway 224 entry corridor, and the other within the Utah State Highway 248 entry corridor, provided that Park City Municipal Corporation is the Applicant and subject to approval pursuant to Municipal Code Section 12-9-1(L).

B. All Construction Activity, including permanent signs, in the Setback Area between thirty feet (30') and one hundred feet (100') from the nearest Right-of-Way line requires a Conditional Use permit and is subject to all applicable review criteria as stated in Section 15-1-10. Review of projects within the FPZ shall include design review criteria as stated in LMC Chapter 15-5.

C. EXCEPTIONS. Minor remodels and facade improvements for existing Structures within the FPZ, including free standing signs shall require an Administrative Permit with approval by the Planning, Engineering, and Building Departments. Construction of at Grade sidewalks, trails, public plazas, and temporary signs in the FPZ Setback Area requires an Administrative Permit with approval by the Planning, Engineering, and Building Departments.

D. Essential public facilities such as bus shelters, bus lanes, Public Transit Amenity Areas, highways, directional signs, and utility installations within the FPZ shall require an Administrative Permit or Administrative Conditional Use permit with approval by the Planning, Engineering, and Building Departments. Overhead electric bus charging infrastructure is prohibited.

E. To minimize curb cuts, driveways, and Access to Park City's primary highways and Streets, Access to Property in the FPZ shall be from existing City Streets when possible, rather than direct highway Access. Common driveways between adjoining projects shall be used when possible. Driveways must be placed where they create the least interference with through traffic on highways.

F. The Planning Department shall review all proposals for pedestrian and bicycling pathways and trails through the FPZ. Trails and sidewalks may occupy Setback Areas. Open Space, preservation of view corridors, protection and enhancement of Sensitive Lands such as wetlands and meadows, and buffer Areas shall be considered in the review.

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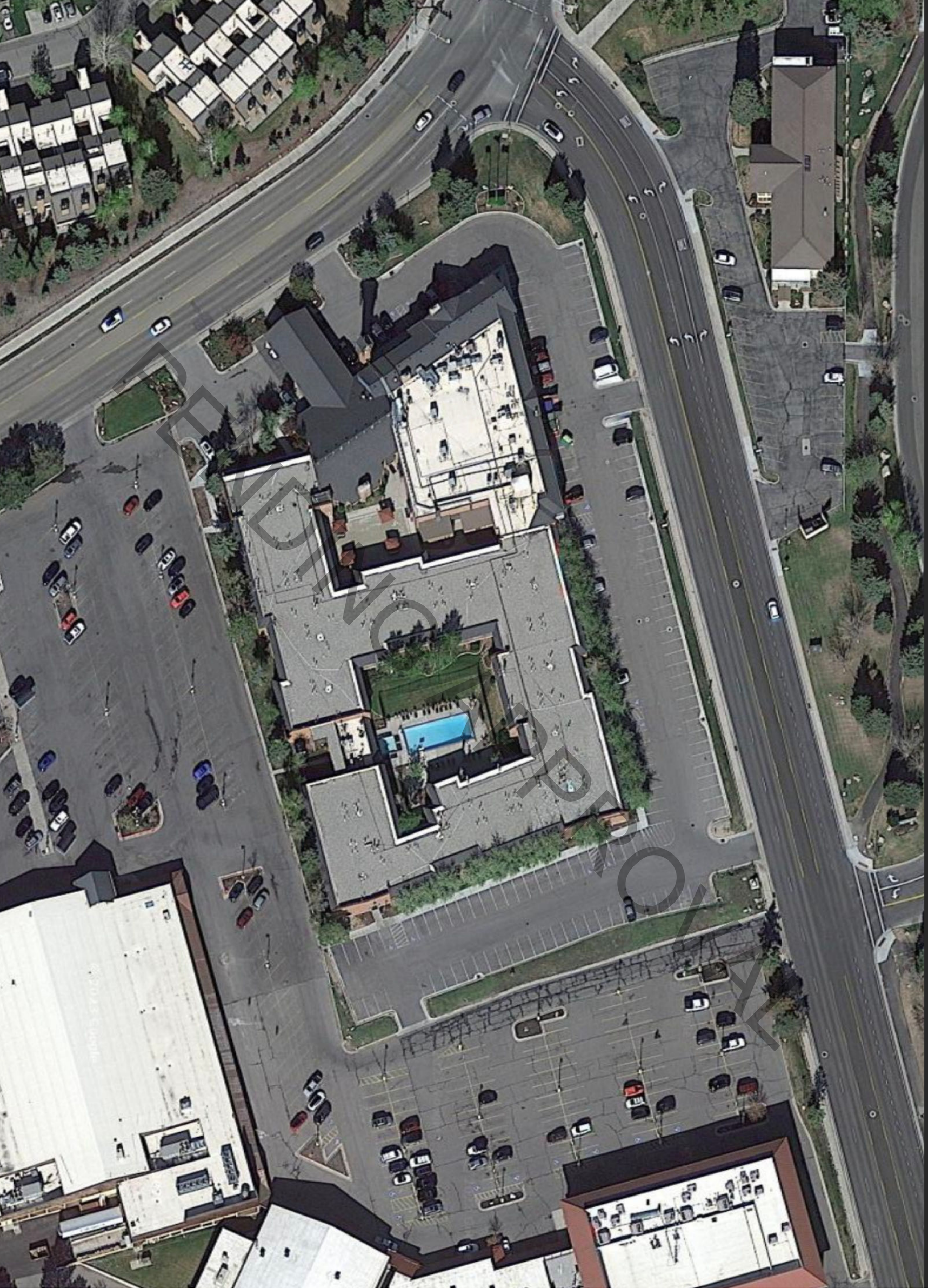

Park & Kearns Redevelopment

MPD-SP1

Surrounding Property

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PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
SEPTEMBER 25, 2024

COMMISSIONERS IN ATTENDANCE: Chair Sarah Hall, Christin Van Dine, Laura Suesser, Bill Johnson, John Frontero, Henry Sigg, Rick Shand

EX OFFICIO: Rebecca Ward, Planning Director; Jacob Klopfenstein, Planner I; Lillian Zollinger, Planner III; Elissa Martin, Assistant Planning Director; Alec Barton, Senior Planner

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1. ROLL CALL

Chair Sarah Hall called the meeting to order at 5:30 p.m. She noted that all Commissioners were present, with the exception of Commissioner Rick Shand, who arrived at 5:34 p.m.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from August 28, 2024.

Commissioner Johnson referenced the first sentence on Page 45 of the Meeting Minutes from August 28, 2024. He asked that the word "restriction" be changed to "restricting" instead. Ahead of the vote on the Meeting Minutes, it was noted that Commissioner Shand arrived.

MOTION: Commissioner Johnson moved to APPROVE the Meeting Minutes from the August 28, 2024, Planning Commission Meeting, as amended. Commissioner Sigg seconded the motion.

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

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Rebecca Ward, shared a reminder for those interested in providing public comment during the Planning Commission Meeting. There are two items scheduled for Work Session discussion, neither of which has a public hearing. However, input can be submitted to planning@parkcity.org. Both of the applications will come before the Planning Commission in the future as public hearing items. For public comments made, she asked those present to state their name for the record, limit input to three minutes, and address items under Commission review.

Director Ward reported that the update to the General Plan is underway. There was a community open house last week and there is a project website: www.engageparkcity.org/generalplan. There is an application process that is open for residents interested in serving on a Neighborhood Advisory Committee as part of that work. Committee Members will represent the 10 different

neighborhoods within Park City. Those applications are open through October 25, 2024. Application information is available on the website for those interested in participating.

Chair Hall shared a disclosure and explained that she retains both HLH and Snell & Wilmer. However, that will not impact her ability to serve or contribute to the Commission discussions.

4. PUBLIC COMMUNICATIONS

There were no public communications.

5. WORK SESSION

A. 1555 Lower Iron Horse Loop – Affordable Master Planned Development and Conditional Use Permit – The Planning Commission Will Conduct a Work Session for the Proposed Deer Valley Ski Rail Multi-Unit Affordable Development. PL-23-05824 AMPD, PL-23-05825 CUP.

Planner I, Jacob Klopfenstein, and Planner III, Lillian Zollinger, presented the Staff Report and explained that the first Work Session item relates to 1555 Lower Iron Horse Loop. There are several members of the Deer Valley team present at the Planning Commission Meeting. The Commission will discuss the proposed Deer Valley Ski Rail Multi-Unit Affordable Development. Planner Klopfenstein reminded Commissioners that the property is located at 1555 Lower Iron Horse Loop, which is a 1.47-acre lot in the Light Industrial ("LI") Zoning District. The applicant is proposing an employee housing development to satisfy a portion of the affordable housing obligations required for the Snow Park Master Planned Development ("MPD"). The current uses on the site include laundry services, offices, a gas station, and a parking lot, all used by Deer Valley.

The proposal for the employee housing development includes some dormitory or single-room occupancy-style living units. The applicant is proposing either a three or four-story option. Planner Klopfenstein shared a chart to highlight the different setback requirements for an Affordable Master Planned Development ("AMPD") and MPD. The setbacks would be the same 30 feet in the front with 10-foot setbacks for the rear and side. However, the open space requirements differ slightly between the AMPD and MPD, with a 20% requirement for the AMPD process, which would be 12,806 square feet for this particular site. For the MPD process, 30% open space is the requirement, which would be 19,210 square feet. The Commission has the discretion to reduce the open space requirements through the AMPD or the MPD code for affordable developments.

Planner Zollinger shared information about parking requirements. The proposal must meet the requirements of the Land Management Code ("LMC") for either the AMPD process or the MPD process. The applicant may request a reduction. There are limits to the AMPD process as far as what the Planning Commission can grant. With an MPD process, there are no limits on the reduction. As for the current proposal before the Commission, if there are three stories, there will be a required 215 parking spaces, and for four stories, there will be a required 288 parking spaces.

Planner Zollinger reviewed the AMPD Parking Reduction chart. She explained that it outlines the minimum number of parking spaces the Planning Commission may grant for affordable units. The absolute minimum number of parking spaces that are required for the proposal is 29. For the three-story option, which is a reduction of 86.5%, and for the four-story option, a reduction of

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89.9%. The applicant is currently proposing 34 parking spaces, which is five more than the minimum required. That would be an 84.2% reduction for the three-story and 88.2% reduction for the four-story. As noted in the Staff Report, 34 proposed parking spaces is not compliant with the LMC.

As for the building height, this is where the difference between the AMPD and MPD is apparent. Planner Zollinger explained that for an AMPD, the regulating height is that of the LI Zoning District, which is 30 feet. There can be up to 45 feet as long as the height beyond 30 feet is stepped back at 10 feet on all sides of the building. For an MPD, the applicant must meet the 30-foot requirement, but it is possible to apply for a height exception if the criteria outlined in the Staff Report are met. Several questions were posed to the Planning Commission for consideration:

- Is the Planning Commission open to considering reduced open space requirements through an AMPD for this site due to its proximity to the Rail Trail?
- Does the Planning Commission find the MPD or AMPD review process regarding open space is best for this site?
- Does the Planning Commission have preliminary feedback regarding which AMPD or MPD tools are more appropriate to balance the goals of affordable unit production with neighborhood compatibility and LMC and General Plan guidance for the area?
- What additional information or analysis would the Planning Commission like to see regarding parking and parking requirements?
- Is this a site the Planning Commission feels may be appropriate for a four-story building with no stepback?
- Does the Planning Commission have preliminary feedback on the desired path for height: wherein they will review an MPD if there is no stepback and they will review an AMPD if there is a stepback. Which is more consistent with the LMC and General Plan criteria?

The applicant, Hannah Tyler, introduced herself as Vice President of Resort Planning for Deer Valley. She thanked the Commission for taking time to discuss the workforce housing project, known as Ski Rail, which is intended to provide Deer Valley staff will housing. She introduced some team members to the Commission, including Willa Williford, who is the Vice President of Workforce Housing. SAR Group is the new architectural partner and Dan Craig is present.

Ms. Tyler shared an update on the progress that has been made on the project so far. Over the last few months, the project has been reassessed to examine the massing, programming, and neighborhood impacts. The original design that was submitted did not meet the Deer Valley goals. It was determined that the building mass was too large for the neighborhood and did not meet the sustainability targets. As a result, the General Plan was considered as was the Bonanza Park Neighborhood Plan. Deer Valley was inspired to evolve the plans to meet the needs of the community as well as further consider the desires of staff. A significantly improved project has been developed, which features less visual impact, more open space, and better programming. Additionally, she believes that the sustainability values of the project have been enhanced.

Ms. Tyler noted that there is an opportunity to create a housing project that provides significantly more housing than the prior development plan. She feels this plan aligns with the community's goals and meets critical housing needs. Deer Valley has submitted this under the AMPD, which allows a maximum building height of 45 feet. There will be full compliance with 45 feet, as the proposed project will not be above that height. The intention is to discuss the 10-foot stepback. She pointed out that the AMPD does not give the Planning Commission discretion to have that

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discussion, so there is a desire to potentially consider a shift to the MPD instead. There are many elements of the AMPD that there is compliance with. Ms. Tyler asked that the current conversation focus on height. She is aware that this will be the first of many future discussions. It was noted that traffic and parking are determined by unit count, which is triggered by height. As such, the plan is not currently at the stage where it would be appropriate to submit a Traffic Study.

Something the Staff Report mentioned was that there was a lack of approval from the State for the setback from the seasonal stream. Ms. Tyler reported that this has since been received and that will be submitted. She asked Ms. Williford and Mr. Craig to share additional information.

Ms. Williford stated that she is excited about the Ski Rail site and how it can contribute to growing the workforce housing portfolio for Deer Valley because there is a commitment to growing that portfolio. It is believed Ski Rail is the ideal site as the first step in many investments in workforce housing over the next five years. With Ski Rail, there is an opportunity to take an underutilized site and align it with the vision of the Bonanza Park Neighborhood Plan. In terms of the amenities, she explained that this neighborhood already has a lot of what is needed, including medical services, groceries, education, transit, and so on. Employees are encouraged not to bring vehicles to work and this site is particularly well positioned for that. The site can be parked lightly to accomplish the goals for the site. She asked Mr. Craig to share additional details.

Mr. Craig presented a map of the area and pointed out the location of the site. The numbers shown indicate where it might be appropriate to consider three stories and four stories. He explained that four stories might make sense with some flexibility in the stepback where it is further away from Bonanza and closer to some of the adjacent condominiums. The condominiums are four stories and exceed some of that height with the roof forms. Given the surrounding context, it is believed that what is proposed will work well in the area. Commissioner Laura Suesser believed it is suggested that under an MPD application, there would be a three-story building close to Bonanza and a four-story building closer to the condominiums. Mr. Craig clarified that it is one building and the request is that part of it be four stories. With an MPD, the request would be for additional height to accommodate that, but in an AMPD, it would be compliant with the 45-foot height limit. The request to exceed the stepback will be further discussed later in the presentation.

Commissioner Suesser noted that under an AMPD, the Planning Commission does not have the discretion to reduce or eliminate the stepback for the fourth story. She believed that is what is driving this discussion. This was confirmed. Commissioner Suesser understood the challenges.

Commissioner Henry Sigg asked if the stepback is on all sides. Planner Zollinger confirmed this. Under the AMPD proposal, if the zoning height is exceeded, there needs to be a 10-foot stepback on all sides of the building. Additional discussions were had about AMPD requirements and how those compare to the MPD requirements. Mr. Craig shared an illustration of a compliant three and four-story building in the AMPD. There is a desire to seek guidance on an alternative. He explained that building within the stepback would make it possible to achieve some of the density and program goals that Deer Valley wants to be able to provide to the employees.

Mr. Craig reported that the intention is to design and build something contextual in the neighborhood. The four-story section does have some context on the east side closest to the four-story condominiums. Commissioner Suesser noted that this is the LI Zoning District, where there is a building height of 30 feet, despite the other residential units in this district that are three

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or four stories. Mr. Craig clarified that under the AMPD it is possible to build to 45 feet. Commissioner Suesser pointed out that the district has a height limit of 30 feet, so what is being discussed would be an exception under an MPD. Commissioners were reminded that the AMPD allows up to 45 feet without the discretion of the Planning Commission, assuming there was compliance with the stepback. What is proposed would comply with the 30 feet adjacent to Bonanza. Commissioner Suesser further discussed the difference between the AMPD and MPD.

Mr. Craig pointed out the area where some guidance and flexibility are requested. It is around the perimeter of the partial fourth floor. The red highlights where that flexibility is desired and the yellow reflects what the zoning code would require the applicant to do otherwise. Mr. Craig shared information about another workforce housing project that opened in the past year at Winter Park. That project was successful in part because it utilized modular construction and systems. That could be used in this case as well. That system requires that walls stack up due to the structural components and the way those are fabricated. He noted that the modules can be shipped to the site and stacked. That is the reason for the requested fourth-story section.

Commissioner Bill Johnson asked if the modular design is inhibiting the stepback on all sides. This was confirmed. Mr. Craig explained that modular construction requires the ability to stack. It is important to reflect on the density and efficiency of the floorplan. Even if the modular construction is removed, the units reflected in the drawings are efficient and create appropriate residences. Mr. Craig reported that 60 feet is the maximum length of a module that can be trucked. Commissioner Shand wondered whether it would be possible to have a module that is 40 feet wide on the fourth floor to achieve the 10-foot stepback on both sides. It was confirmed that this could be done. However, many of the walls that would support the fourth floor above would either require structural beams, which would reduce ceiling heights or increase the height of the building, or the walls would need to be pulled back. There are many different considerations.

Mr. Craig shared an additional drawing to illustrate what work has been done with Deer Valley. He explained that the drawing shows the three and four-story building as it relates to the nearby streets, the Rail Trail, and the transit orientation. The idea is to create a building that is responsive to the site, creek, and transit. There is a desire to create a building that makes sense in the area.

Ms. Williford explained that when revisiting the plan, there were conversations with neighbors and employees in order to obtain feedback. A lot of questions were asked about the site. There were some common responses related to amenities, the connection to the Rail Trail, and gathering areas. This affirmed the sense of community, connection, and livability which are the guiding principles. Ms. Williford asked that the Planning Commission discuss the following Staff questions:

- Is this a site the Planning Commission feels may be appropriate for a four-story building with no stepback?

The answer to that question will drive what traffic study will be modeled and what further data will be collected. It will then be possible to come back to the Commission with traffic and parking details at a future meeting. Chair Hall asked that the Staff questions be shared for reference.

Commissioner Johnson asked what would happen if the AMPD was pursued. He wanted to understand how many units and tenants would be reduced. Mr. Craig reported that a three-story

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building would provide 201 beds for residents. With the partial fourth floor, which would increase to 243 beds. Ms. Tyler stated that Deer Valley has a need for housing overall. Right now, the housing is open to all staff members and is organized by department. There will be new staff at Deer Valley that will come with Snow Park, but this project could fill a demand that is greater than the Snow Park employee generation. Ms. Williford explained that overall, the workforce housing need exceeds the strict calculation of the need generated by Snow Park Village. Ski Rail is seen as block one and then there will likely be a need to focus outside of the Park City limits since there are employee housing needs on the east side as well.

Commissioner Sigg asked about the plan to move employees to the mountain. Ms. Tyler reported that a lot of the staff that lives in the housing do not drive to work. If there is not public transit provided, Deer Valley provides a shuttle. If there is transit, then employees take the transit. There is collaboration with the transit agencies to ensure there are buses early enough and late enough.

Commissioner Johnson mentioned the State approval for the buffer from the stream. Ms. Tyler reported that there is agreement that the edge of the building and zoning setbacks are a comfortable distance from the edge of the property line. That approval will be included in the next Meeting Materials Packet. Commissioner Johnson asked if there would be grading or filling close to the stream. This was denied. Ms. Tyler explained that there are regulations in place. In addition, the property does not go to the stream. All of the grading will be within their property line. There is a voluntary clean-up plan, but that is a separate process from this. Commissioner Johnson suggested that some of that information be included in a narrative for the next meeting. It was also recommended that a Federal Emergency Management Agency ("FEMA") map be shared.

Chair Hall suggested that the Planning Commission discuss the fifth question posed by Staff. She reminded those present that the question relates to the height. Ms. Tyler explained that what is proposed is a three-story building close to Bonanza with a fourth-story section that is closer to the condominiums. It is proposed under the MPD and no portion would be over 45 feet.

Commissioner Sigg asked for clarification on the stepback differential between an AMPD and MPD. Planner Zollinger clarified that the proposal is a three-story or four-story option. However, the maximum height is what is being discussed currently. The maximum height, either in the AMPD or MPD is 30 feet. In an AMPD, the applicant can exceed that, up to 45 feet, which in this case, would allow for the fourth story. If the height exceeds 30 feet, there needs to be a step back of 10 feet. For an MPD, the limit is 30 feet, but the Planning Commission has the discretion to allow an applicant to exceed the height. The applicant is proposing to go up to 45 feet, with three stories on the front adjacent to Bonanza Drive and a fourth story on the back portion.

Commissioner Christin Van Dine noted that there is more flexibility to work on this proposal within the MPD. There is more discretion about what is acceptable both in terms of height and parking. As much as she likes to see AMPDs move forward, this particular project might fit better into the MPD box. Working within that setting, the fourth-story location is reasonable and can hopefully meet the criteria that exist for exceptions. Commissioner Johnson noted that this is affordable housing and is modular. He wants this process to be as smooth as possible and worries that there might be difficulties with the MPD process. He is leaning towards the AMPD route instead.

Commissioner Shand is leaning towards the AMPD route. He knows that the applicant has asked the Commission to consider height, but really, it is the setback that is being considered. If there is additional height, then there could be parking issues. There are complications on the site,

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which is the reason he would prefer the three-story version of the proposal. Commissioner Shand asked whether the Rail Trail will be incorporated as open space for the project. This was denied. Mr. Craig stated that based on the preliminary calculations for open space, it is exceeded by 30%. That does not include the Rail Trail and is based on the open space within the property line.

Commissioner Shand likes the location, due to the proximity to public transit. He also likes the energy that it will bring to the Bonanza Park area. That being said, he believes there needs to be more information provided before the four-story option is further considered by the Commission.

Commissioner John Frontero stated that he is leaning towards the partial four-story option with an MPD. He believes these beds are critical. Some flexibility with the stepback is a tradeoff that he has comfort with. Commissioner Frontero asked about the open space and noted that the MPD open space requirement is 30%. Mr. Craig reported that the preliminary calculations suggest that the development will meet or exceed the 30% requirement associated with an MPD. Commissioner Frontero pointed out that the open space requirement is less with an AMPD. Commissioner Johnson believes that an AMPD will make it possible to move this project forward faster than an MPD. Commissioner Frontero spoke about parking and explained that he is comfortable that Deer Valley will be able to address parking and mitigate any issues that arise.

Commissioner Shand noted that he has been past that site previously. It is on the south side of that road where the slope is between steep and very steep, as noted in the Staff Report. The retaining wall that would need to go in there would be exceedingly tall. He would not be in favor of granting an exception to put in parking on that side of the street. Chair Hall asked that the Commission focus on the fifth question posed by Staff before discussing some of the other questions.

Commissioner Suesser asked if the applicant had a preference for an AMPD or MPD. Ms. Tyler reported that the preference is an MPD with 45 feet and no stepback. There could then be discussions about elements of the AMPD there is compliance with that could be brought over to the MPD. There are elements of the AMPD that are advantageous and there are good pieces of it that can be brought forward through the MPD process. Ms. Tyler explained that the MPD process gives the Planning Commission discretion on some of those elements. Commissioner Suesser noted that she is leaning toward the AMPD process rather than the MPD process.

Commissioner Sigg favors the stepback from Bonanza Drive in exchange for the fourth floor. He believes the tradeoff is there. There is enough of a setback from Bonanza that it will create a meaningful difference. He has comfort with the four stories under the MPD. Chair Hall agrees with the Commissioners who are in support of the back building being four stories. She also wondered whether the Commission should reevaluate the AMPD code in the future.

It was suggested that the first question posed by Staff be considered next, which relates to reduced open space requirements due to the proximity to the Rail Trail. Mr. Craig stated that there is a desire to connect to the Rail Trail system so the residents have every opportunity to commute in various ways, whether it is by bus, bicycle, or something else. Commissioner Shand believes there is a connection to the Rail Trail at the end of the road. This was confirmed. Mr. Craig reported that the connection to the Rail Trail at grade would exist at the northwest corner of the property. In the Site Plan, the intention is to make a connection for the residents there.

Commissioner Suesser is not in favor of reducing open space given the proximity to the Rail Trail. This is a residential project and she believes the current open space requirements are

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appropriate. She feels this way whether it is an AMPD or MPD that is ultimately pursued. Other Commissioners agreed that the open space requirements should remain in place for this project.

Director Ward explained that the questions were framed in a way to assist the Commission with their discussion. The intention was to provide clarity about the difference between the AMPD and MPD. Now that input about the height has been provided by the Commission to the applicant, there is enough information for the applicant to regroup and prepare to come back for a future meeting. A question was asked about whether the road is public or private. Director Ward reported that the property is part of the Iron Horse Industrial Subdivision. This portion of Lower Iron Horse Loop Road is platted as a private road with a public access easement. Chair Hall thanked Staff and the applicant for the information provided during the Work Session discussion.

B. **1400 Sullivan Road** – Conditional Use Permit, Master Planned Development, and Plat Amendment – The Planning Commission Will Conduct a Work Session to Discuss the Proposed Park City Community Center at City Park. PL-24-06244 CUP, PL-24-06246 MPD, PL-24-06247 Plat.

Planner Klopfenstein presented the Staff Report and explained that the item relates to the Park City Community Center at City Park. The applicant team is present at the meeting to answer any questions. The purpose of the Work Session is to provide a brief overview of the proposal and allow Commissioners to provide some feedback and input. Planner Klopfenstein reported that this is a proposed 15,000-square-foot facility that is envisioned to include a playground, outdoor sports courts, and indoor community amenity spaces. The existing building on the site is 5,000 square feet, which means the proposal would be a substantial upgrade to the existing building.

A Site Plan was shared for the proposal. Planner Klopfenstein pointed out the location of the playground and sports courts, which would be at the back along the trail on the site. The building itself would be toward the front of the site. The floor plan for the indoor portion of the building was shared. He referenced the various community spaces for the interior of the building. An overlay illustrated the existing building, which was shown in yellow, and the existing sports courts, which were shown in blue. It was overlayed with the proposed building, which was shown in light gray.

The lot and site requirements for the Urban Park Zoning ("UPZ") District were reviewed. Planner Klopfenstein reported that the UPZ District requires a setback of 25 feet from the lot boundary. The proposal is a 30-foot setback on the west/east side and over 100 feet on the north/south lot lines. The maximum height allowed in the UPZ is 28 feet from the existing grade. The applicant is not proposing to exceed that 28-foot height maximum, but there will be an additional 5 feet of height allowance for rooftop mechanical equipment. He noted that this is allowed under the code.

The off-street parking requirements were reviewed. Planner Klopfenstein reported that public recreation facilities require five spaces per 1,000 square feet of floor area. The site already has 47 existing spaces. The applicant proposes adding 28 new parking spaces for a total of 75 parking spaces, which fulfills the requirement of five parking spaces per 1,000 square feet of floor area. The Parking Plan was shared. The new parking is highlighted in blue and the existing parking is highlighted in yellow. Proposed bicycle parking is also listed on the plan in green.

Planner Klopfenstein discussed the electric vehicle ("EV") and outdoor bicycle parking requirements. EV charging conduit is required for future EV charging station installations for 50% of the first 100 required off-street parking spaces. The applicant is proposing EV charging infrastructure for 14 of the 28 new parking spaces (50%) and two charging stations (5% of the

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new spaces). Outdoor bicycle parking is required for 10% of required off-street parking. The applicant is proposing nine bicycle racks for a total of 18 spots, exceeding the requirement.

Enclosed bicycle storage was discussed next. Planner Klopfenstein reported that the requirement is that there be enclosed bicycle storage for one bicycle per 10 employees generated for uses as outlined in the Affordable Housing Resolution. That being said, the applicant has indicated that there are no plans to hire additional employees when the Community Center opens.

The MPD review standards were shared. Planner Klopfenstein reported that for open space, a minimum of 60% is required. The applicant proposes maintaining 489,951 square feet of open space, which is approximately 79% of the lot. Regarding landscaping, the Forestry Board has approved the applicant's proposal to remove 48 trees and replace 44 trees. The Forestry Board required retaining flowering crab apple trees that are currently on the site. Planner Klopfenstein explained that the Commission can now ask for additional information or share comments.

Commissioner Suesser asked where the new playground will be located. Planner Klopfenstein reported that it will be in the northeast corner of the site. In terms of square footage, it will be comparable to what is currently in place. Shifting the playground to that location will provide better access and visibility. It will be safer for the children than the current location against the road.

Commissioner Shand asked how many current employees are in the 5,000-square-foot facility. It was clarified that the building is only used seasonally on a full-time basis. The day camp is run out of there in the summer and there are 100 children. For that, there are approximately 10 staff members per day. During the rest of the year, that building is used sporadically, but a lot of the time, it sits empty. It is also leased by Sundance, which accounts for a portion of the winter use.

Commissioner Shand wondered how it is possible additional employees will not be needed if the building will triple in size. It was stated that this would ensure everyone would be located in one facility versus having staff in two different places. Commissioner Shand believed additional bicycle parking should be considered. Commissioner Van Dine also thought there should be more bicycle parking and also felt there should be some covered bicycle parking that is shaded or will offer protection from snow. That will also ease the need for indoor bicycle storage. She appreciates the addition of new parking, as that will be helpful for the area, especially as it relates to the courts.

Discussions were had about food service. It was stated that the food service in the building is a catering kitchen that would be in the community room. There is also a location for food truck parking where a food truck could pull in with close access to that community room. It would meet the LMC requirements for a food truck, where it would be out of the right-of-way and have its own location. Commissioner Sigg asked about the restrooms available. It was stated that there are indoor restrooms associated with the day camp and community event space. There is also a replacement for the outdoor restrooms as well. The requirements are exceeded for the building and the requirements are met for the existing restrooms provided for the park area.

Commissioner Frontero asked how the 100 children arrive at the area currently for the day camp. For instance, if those children are dropped off or ride their bicycles. It was reported that there is a mixture. Some parents drive their children there, but it is not a drop-off scenario. The parents need to come in and sign their children into the camp. When those children are picked up, the parents need to come back into the building. The drop-off times are spread out. Commissioner

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Van Dine mentioned the turnaround that comes between the two parking lots in front of the building. She foresees that as a safer loading spot when there are field trips.

Discussions were had about the parking spaces. It was noted that the parking spaces have never been assigned for specific uses. However, there is a three-hour time limit in City Park currently. Commissioner Suesser asked about the dimensions of the sidewalks on the perimeter and through the site. It was reported that there is a main entry plaza that starts at approximately 20 feet and narrows to approximately 12 feet. The main sidewalks running in the front of the building are approximately 7.6 feet and the smaller perimeter sidewalks are 6 feet. The trail is 10 feet. Commissioner Suesser asked if there has been thought given to making the Community Center available to the senior citizens. Some history was shared and in 2017 there was a proposal to make this a joint-use facility between the Senior Center and Community Center. In the end, the seniors did not want to be part of that project and wanted their own facility instead. The design has changed since those discussions took place. It is comparable in size and the idea is to move several programs to this facility in order to alleviate some pressures elsewhere. It is envisioned that this building will be operational seven days a week throughout the year.

Commissioner Johnson believes that bicycle storage should be increased and should be covered in certain areas. It sounds like the Community Center will be accessible to everyone in the community, so the seniors will still have the ability to use the building. He asked about the roof design. It was stated that the flat roofing at the MARC has been less problematic than the pitched roof. Flat roofing tends to perform well in these kinds of environments. Depending on the decisions that take place in the future, the bulk of the roof may actually have solar panels on it.

Commissioner Johnson asked about the mechanical equipment on the roof. He would like to look at a Condition of Approval that requires it to be stepped back from the parapet walls by at least a 1:1 ratio or whatever the Planning Director recommends, as that is a good planning practice. Commissioner Suesser asked if there would be access to restrooms from the exterior of the building. This was confirmed. The restrooms will still be accessible even after the building is closed.

Chair Hall is excited about the upgrades that are proposed. She likes that the park is fenced and there is a lot of shade. She asked that shade be considered over and around the play structure moving forward, as some shade will likely be lost with the relocation of the structure. It was clarified that shade sails will be included in the design as well as a covered seating area. The item is tentatively scheduled to come back in December 2024 for consideration and approval. The hope is that the construction work will start when the students are back to school in August.

The Commission took a five-minute break before discussing the Regular Agenda items.

6. REGULAR AGENDA

A. Parcel SS-104-B – Robbins Addition Annexation Petition – The Applicant Proposes Annexing a 0.94-Acre Summit County Parcel within the Thaynes Canyon Neighborhood to Create One Lot for One Single-Family Dwelling and to Zone the Property Single Family. PL-23-05882.

Assistant Planning Director, Elissa Martin, presented the Staff Report and explained that the item is an Annexation Petition. The petition is to annex a 0.94-acre parcel within the Thaynes Canyon

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neighborhood from unincorporated Summit County into Park City to develop one single-family dwelling and affordable accessory apartment within the Single-Family Zoning District and Sensitive Land Overlay ("SLO"). The surrounding acreage was annexed between 1983 and 1993. The annexation petition was submitted by Ivory Development, LLC, and Boyer Robbins JV, LC.

The petition to annex requires that the applicant state the requested zoning. Currently, the property is zoned Rural Residential in Summit County, which allows one dwelling unit per acre with the potential for a nightly rental, a building height of 32 feet, and limited commercial uses. The applicant is requesting Single-Family Zoning in Park City, which allows three units per acre, no nightly rentals, and a building height of 28 feet. Since the annexation petition was initiated by the property owner and includes property intended for future development, a Preliminary Subdivision Plat is required. The applicant submitted a Preliminary Plat that combines unincorporated Parcel SS-104-B and adjacent Parcels IC-MISC and PCA-105, already within City limits. The intention is to increase the developable acreage from 0.94 acres to 1.73 acres. Initially, the applicant's proposal included the creation of three lots for the development of three single-family dwellings, but the applicant recently amended their application to propose the creation of one lot to develop a single-family dwelling and potentially an affordable accessory apartment.

The unincorporated Summit County parcel is the result of three annexations into Park City from 1983 through 1993, which included acreage surrounding the property. The 56-acre Iron Canyon property was annexed in 1983, the 238-acre Smith Ranch property was annexed in 1988, and the 0.92-acre Ross annexation occurred in 1993. In the same year that the Iron Canyon property was annexed, the Iron Canyon Subdivision was approved, which created a remnant parcel located between Iron Canyon Drive and the Summit County parcel. Originally, the County labeled that parcel IC-CA (Iron Canyon Common Area) but later changed the label to MISC for miscellaneous. According to tax records and the Title Report submitted by the applicant, IC-MISC has remained in private ownership of The Boyer Company, LC, and in December of 2022, the parcel was conveyed to the Boyer Robbins JV, LC. It is not the role of the Planning Staff or the Planning Commission to weigh in on the dispute over who has the authority to shape how the property is developed. Assistant Director Martin provided the background of the annexation process to date.

After the applicant filed the petition to annex the parcel, the City Council held a public hearing and voted to accept the petition for further processing. That took place at the March 7, 2024, City Council Meeting. During the meeting, the City Council advised Staff and the applicant that only one lot for one single-family dwelling would be considered. The next step in the process is the evaluation of the petition by the Staff Review Team, which includes the Planning Director, City Engineer, Public Works Department, Fire Marshal, Police Chief, utility providers, and the Park City School District. The Staff Review Team phase has ended and it is time for the Planning Commission review. Assistant Planner Martin explained that at the next public hearing, the Planning Commission can provide a recommendation to the City Council for final action.

The LMC requirements for annexing were reviewed. Assistant Planner Martin discussed LMC 15-8-1 and noted that it outlines the purpose for annexing. The language was as follows:

- Protecting the general interests and character of the community;
- Assuring orderly growth and development;
- Preserving open space;

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- Enhancing parks and trails;
- Ensuring environmental quality;
- Protecting entry corridors, view sheds, and environmentally sensitive lands;
- Preserving historic and cultural resources;
- Creating buffer areas;
- Protecting public health, safety, and welfare;
- Compliance with the General Plan.

In the General Plan Goal #1 it states: "...discourage sprawl and direct growth inward to strengthen existing neighborhoods." The annex parcel and larger residential lots adjacent and to the south provide a transitional buffer between higher-density areas and open space and agricultural lands to the east. This location is appropriate for infill development and would not contribute to sprawl.

To evaluate the proposed development in relation to the character of the community and pattern of growth, Staff looked at the surrounding neighborhood and analyzed three main aspects: land uses (existing and allowed), the density of the lots, and the scale of the structures. The annexation parcel is surrounded by three subdivisions: Iron Canyon, Aspen Springs, and Thaynes Creek Ranch Estates. Within these subdivisions, the uses are predominantly single-family residential and open space. On the outskirts, there is some agricultural use. In terms of density and scale, annexation agreements for all three developed areas included limitations on density and the size of dwellings, which established the community character and pattern of development.

While at the time and at present, the allowed density in the Single-Family Zoning District was three dwelling units per acre, the lots within the developed area vary greatly in size due to limitations put in place to restrict lot size. The end result is a net density much lower than what the zoning would permit at one dwelling unit per 1.24 acres. Additionally, lots directly adjacent to the subject property vary in size from 0.4-acres to 4.5-acres. The average lot size for the adjacent lots is 1.33 acres. When the net density of the surrounding subdivisions and the average density of the adjacent homes is considered, the proposed one-lot subdivision for the development of one single-family dwelling on a 1.73-acre parcel is compatible with the surrounding neighborhood.

For compatibility with community character and to ensure orderly growth, Staff recommends a Condition of Approval and a Plat Note to restrict the density of the subdivision to one single-family dwelling on one lot and to prohibit future subdivision of the single-family lot. In addition, since the General Plan states that the Thaynes neighborhood primarily includes full-time residents and “should remain a quiet residential neighborhood dominated by single-family homes,” there could also be a Condition of Approval to prohibit nightly rentals. To further ensure compatible residential infill, the existing residential structures in the neighborhood are considered in terms of scale. The Single-Family Zoning District does not restrict house size on a lot, but the adjacent subdivisions are subject to Plat Notes that restrict building footprints, gross residential floor area, and limits of disturbance. Assistant Planner Martin shared an image of the subject area for additional clarity.

The adjacent Aspen Springs Subdivision Phase I requires a maximum floor area of 5,500 square feet for smaller lots ranging in size between 0.37 acres and 0.55 acres. In Phase II, floor area is restricted to between 6,000 and 8,250 square feet for homes on lots 1 acre to 1.9 acre. The adjacent Thaynes Creek Ranch Estates Subdivision is subject to Plat Note restrictions on the building footprint and gross residential floor area. It limits the 1.3-acre lots in Phase I to a building footprint of 4,150 square feet and a maximum gross residential floor area of 6,640 square feet. Building footprints of homes on adjacent lots are approximately 4,000 square feet on average.

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With regard to the compatibility of scale, Staff recommends a Condition of Approval that requires future development on the proposed annexed property to be limited to a maximum building footprint of 4,000 square feet and a maximum gross residential floor area of 6,500 square feet, including an above grade garage, to be compatible with the surrounding neighborhood character.

Annexation requirements include the protection of view sheds, entry corridors, and sensitive lands. The location of the annexation property is near the base of Iron Mountain with proximity to McPolin Farm and the northern entry corridor. While the subject property does not have steep slopes, it does slope gently upwards from Highway 224 and is visible from designated vantage points along the highway. It is also surrounded by lands that are within the SLO. In land use regulation, there are some tools that can be used to mitigate the impacts of proposed development on view sheds, entry corridors, and sensitive lands. One of those tools is to establish a maximum building height. In Summit County, the Rural Residential Zoning has a maximum building height a structure of 32 feet. In Park City, with the Single-Family Zoning District, the maximum building height is 28 feet. Assistant Director Martin noted that some lots within the Aspen Springs Subdivision are restricted to a building height of 25 feet by way of a Plat Note.

Another tool that Park City uses is the SLO. If the 0.94-acre parcel is annexed into the SLO, a comprehensive analysis would be required at the time of Final Plat to evaluate the impact of development on sensitive environmental and aesthetic areas, such as slopes, ridgeline areas, crest of hills, wetlands, stream corridors, wildland interface, and wildlife habitat areas. The SLO analysis would also inform appropriate limits of disturbance that would minimize the visual impact within the entry corridor. Limits of disturbance can also include a provision for the driveway location. Assistant Director Martin noted that the adjacent Aspen Springs and Thaynes Creek Ranch Estates Subdivision Plats impose a maximum limit of disturbance requirement as well.

The General Plan recommends that “shared view corridors should be maintained…barns and secondary structures should maintain view corridors and be located near the primary building on a lot.” As a result, Staff recommends the Planning Commission consider a Condition of Approval to limit building height as well as a Condition of Approval to annex the parcel into the SLO and require limits of disturbance at the time of the Final Plat. As far as affordable housing, Resolution 05-2021 requires contributions to the City's affordable housing for annexations. The annexation would require an affordable housing unit with a minimum of 585 square feet of net livable space. She explained that net livable space is calculated by measuring the interior living area dimensions and does not include items like garages, patios, decks, and porches. The LMC provides several options for developers to satisfy the affordable housing requirement, but Staff recommends the construction of an on-site accessory apartment, which can either be attached or detached. This would not count towards the maximum building footprint or floor area. The Staff Report outlines additional Conditions of Approval that are related to affordable housing requirements.

Assistant Director Martin reported that the annexation will resolve an existing island of unincorporated County property. However, the Staff Review Team flagged some issues with service capacity for future development of one single-family dwelling and accessory apartment. Assistant Director Martin reviewed some of the next steps. She explained that the Annexation Agreement is a significant component of this process. The Conditions of Approval will be incorporated into the Draft Annexation Agreement and brought to the Planning Commission for review at the next public hearing. Upon consideration of the Annexation Agreement, the Planning Commission will make a recommendation to the City Council, who will then take final action. Once the annexation is complete, the applicant could then submit an application for the Final Plat.

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Staff recommends that the Planning Commission review the annexation petition, conduct a public hearing, provide feedback on the recommended Conditions of Approval, request any additional materials that might be needed for review, and then continue the item to October 23, 2024.

Chris Gamvroulas from Ivory Development noted that the Staff Report was comprehensive. He pointed out that Richard Moffatt is also present at the meeting. The Boyer Company was the original developer back in 1983. There was a request that Ivory Development come in and build a home on the property. The annexation makes sense in order to address the island issue. The application was revised from three lots to one lot based on feedback received from the City Council. He noted that there are some concerns about the recommendations included in the Staff Report as it relates to the maximum floor area. The feedback from interested individuals indicates there is a desire to build a larger home. Creating a larger floor area on the main level would allow for a larger home without making it too vertical. He understands the height limits and will work within the guidelines, but the market is asking for a larger footprint. He asked that this be considered. As far as an accessory dwelling unit ("ADU") there is support to pursue that.

Commissioner Frontero noted that the applicant stated there is a desire to have a larger footprint than the Staff Report has suggested. He asked for a ballpark number. Mr. Gamvroulas clarified that the desire is to see 6,500 on the floor area. That would allow for a larger home without going vertical. There is precedent in the lot size based on some of the surrounding development. Commissioner Frontero believed the request is for a 6,500 square foot footprint and 8,200 square foot gross residential floor area. Mr. Gamvroulas stated that this is what would be preferred. Commissioner Sigg asked if 6,500 square feet would include the garage, which was confirmed.

Commissioner Johnson believed the Staff Report proposes a maximum building footprint of 4,000 square feet and 6,500 square feet for the gross floor area. That is consistent with the adjacent Thaynes Creek Ranch Estates Subdivision. Assistant Director Martin explained that there are two examples of larger lots adjacent to the applicant property that have a maximum floor area of approximately 6,000 square feet, but in general, the Staff recommendation is compatible. Commissioner Johnson expressed support for what has been proposed in the Staff Report.

Chair Hall opened the public hearing.

Henry Fulton stated that he is a resident of Iron Canyon and is on the Architectural Control Committee, which is a small group that ensures everyone adheres to the protective covenants that date back to 1983. The intention is to make sure the neighborhood stays the way it is. Mr. Fulton thanked the Planning Department for addressing many of the initial concerns related to the application. He commented on safety on that road, as there can be issues there due to the elevation. The hope is that work can be done with the Planning Department, applicant, and City Engineer to make sure it is a safe environment for all. Mr. Fulton asked the Commission to consider what to do with the other remnant properties, as it would be nice to have some certainty.

Jim Helfand lives in Aspen Springs with his wife. Their home overlooks Iron Canyon Drive, which is the S-curve mentioned previously. In the 30 years, he has lived in the area, there has not been a year where there has not been at least one slide-off. The City Engineer has a letter from the Utah Department of Transportation ("UDOT") and UDOT reported that there have not been any accidents on that road. However, that is untrue. Normally, a tow truck comes to handle the issue. Mr. Helfand explained that it is a dangerous road and it is narrow with blind corners. He encouraged the Planning Commission to drive that road to better understand the conditions.

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David Avrid stated that he is a 22-year resident of Aspen Springs. He believes the grade easily exceeds 10% in the curve. The road has a lot of pedestrian traffic, even during the winter months. The subject property might have a gentle slope, but the adjacent road does not have a gentle slope. He asked that the Planning Commission take that into consideration moving forward.

Steve Boyd has lived in Iron Canyon for 16 years and is a retired Fire Captain with Park City Fire. He has lived in Park City for 34 years. Mr. Boyd asked to speak about the safety of the road. What is unique about Iron Canyon is that the road is not wide enough to legally stripe and there are no sidewalks. Pedestrians walk up and down the road regularly. Mr. Boyd noted that he has personally responded to vehicles off the road, since 99% of the time that the cars slide off the road, there are no injuries. Approximately 10 years ago, Iron Canyon was so concerned about that section that the speed limit was reduced from 25 miles per hour to 15 miles per hour. Consideration of driveway location will be key for the application before the Commission. It might also be worthwhile to consider encouraging sidewalks in order to protect the property.

Ellen Hotung has lived in the neighborhood for 21 years and has been a resident of Park City for 29 years. She has gone off the road and ended up in the ditch before. When that happened, she did not call the Police Department or Fire Department but was towed by a friend. Ms. Hotung noted that she submitted a written letter to the City that mentioned the wildlife in the neighborhood. She reiterated the importance of addressing the driveway location and a potential sidewalk.

There were no further comments. The public hearing was continued to October 23, 2034.

The Commission discussed the Staff Report and praised the work and effort that was put into the document. It was thorough and well done. When it comes to square footage, the applicant is suggesting that the lot could handle larger square footage than what has been proposed. However, the Staff Report indicates that the adjacent neighborhoods support a 4,000-square-foot footprint. There were questions about potential flexibility. Assistant Director Martin explained that this is not her decision to make, but the Staff Report lays out the data and provides an analysis for the Planning Commission to consider. Ultimately, the Planning Commission can discuss what has been provided. The approximate building footprint for all of the properties surrounding the parcel was measured. The largest one is 5,899 square feet and the smallest single-family home has a building footprint of 2,248 square feet. The average is 4,000 square feet. The recommendation was based on the averages of the surrounding properties to the site.

Commissioner Johnson agrees that this is an excellent Staff Report and noted that there is a lot of data and documentation. He is supportive of the proposed Conditions of Approval in the Staff Report. Commissioner Van Dine mentioned the different lot sizes for the adjacent properties. She wondered whether it might be reasonable to have a little bit more square footage on this lot.

Commissioner Shand agrees with the comments made by the other Commissioners. When the applicant comes back, he would like to see the driveway proposal. He is not sure where the best location would be for the driveway, but given some of the concerns expressed during the public hearing, it makes sense that there be a gradual entrance into the driveway. He pointed out that the drivability of the road in question might be a City matter rather than an applicant's responsibility. Commissioner Suesser believes the City should consider a sidewalk along the road.

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Commissioner Sigg agrees that the safety of the roadway should be taken into consideration as well as driveway placement as this becomes a platted lot in the City. As for the footprint size, he can understand why the applicant would seek a larger building footprint. Commissioner Sigg asked if there had been a wildlife study conducted. Commissioner Frontero believes it is possible to find flexibility given the fact that the lot size is significantly larger than some other nearby lots. It could potentially handle a bit more square footage, so he is open to considering other numbers.

Chair Hall sympathizes with the public comments that were shared. She has been a regular user of that road and will not drive there in the snow because of the conditions. There is potentially something that can be done with the driveway placement as the discussions move ahead. Assistant Director Martin explained that the driveway location is important. It has been discussed with the City Engineer already. The location will come down to standards that the City Engineer will apply to the site for safety. That would be decided on through the platted limits of disturbance and would be included in that boundary and designated on the plat in the future.

MOTION: Commissioner Van Dine moved to CONTINUE the Robbins Annexation Petition – Parcel SS-104-B and the Public Hearing to the Planning Commission Meeting scheduled for October 23, 2024. Commissioner Johnson seconded the motion.

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

B. 1800 Park Avenue – Park and Kearns Master Planned Development – The Applicant Proposes Redevelopment of the Site with 171 Hotel/Condo Units, 60 Affordable Units, 7,303 Square Feet of Restaurant/Bar Uses, 4,679 Square Feet of Retail, 6,469 Square Feet of Office Space, a 306-Square-Foot Coffee Shop, and at least 67,711 Square Feet of Accessory Use Exceptions in the General Commercial Zoning District and Frontage Protection Overlay Zone. PL-22-05476.

Senior Planner, Alec Barton, presented the Staff Report and explained that the item relates to the Park and Kearns MPD. Over the last few months, the Planning Commission has considered the project in the context of criteria for building height exceptions, as found in LMC 15-6-5(F)(1-6):

- The increase in building height does not result in increased square footage or building volume over what would be allowed under the zone required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation, unless the increased square footage or building volume is from the transfer of development credits;
- 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;
- There is adequate landscaping and buffering from adjacent properties and uses;
- Increased setbacks and separations from adjacent projects are proposed;
- The additional building height results in more than the minimum open space required and results in open space that is publicly accessible;
- The additional building height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review.

Since the project involves a request for increased building height, the applicant must demonstrate that the criteria are met. Senior Planner Barton explained that the Planning Commission may

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grant additional building height if it meets the six findings, but is not required to do so. As the project has evolved, the Commission has consistently stated that most of the required criteria have not been met. The applicant has returned several times with revised plans. For example, at the last Planning Commission Meeting, the applicant presented plans that moved the increased building height entirely out of the Frontage Protection Zone ("FPZ") and reduced the overall area of the building within the FPZ. For purposes of comparison, these changes are included in graphic form within the Staff Report. Senior Planner Barton stated that at the current meeting, the focus will be on the revisions made to the plans since the meeting held on September 11, 2024.

The six criteria can be grouped into three categories. The first category includes Criteria #2 on the list. Senior Planner Barton noted that this is the sole criteria the Commission did not express concerns about at the previous meeting. The second category includes Criteria #1, Criteria #4, and Criteria #6. Those items focus on the form of the building, architectural variation, increased setbacks and separation from adjacent projects, and transitions in roof elements. The building footprint, form, and façade have been mostly unchanged in this application since the last meeting. However, the Roof Over Topography Plan shows additional screening around elevator penthouses and mechanical equipment. The applicant has also added space for a coffee shop or similar use on the Kearns Boulevard frontage. The final category includes Criteria #3 and Criteria #5, which focus on landscaping, buffering, and open space. These are the areas where the applicant has made the most significant changes since the last Planning Commission Meeting.

The item was noticed for a public hearing and possible action or continuation to the October 23, 2024, Planning Commission Meeting. Staff is not asking the Commission to take action to approve the project, as additional analysis of the project is required, which includes the following:

- Traffic impacts;
- Updated Parking Management Plan;
- Building mass, bulk, and orientation;
- Criteria for building height exceptions;
- Programming of open space;
- Historic feature (bell);
- Soils ordinance;
- Affordable housing;
- MPD, CUP, and Subdivision criteria.

If action is taken at the current meeting, it should be to deny the project because the Planning Commission determined the required findings for building height were not made. If the Planning Commission feels the revised plans meet the criteria for building height, the project should be continued to October 23, 2024, for additional in-depth analysis of the items previously listed.

Senior Planner Barton discussed the open space and parking analysis in the context of the building height criteria. He shared a sketch provided by the applicant to show the proposed changes to the configuration of the open space. The signature trail extends along the northeast and west perimeters of the project site and the applicant has updated the trail configuration along the north perimeter to provide more direct access to the site. Although it is not proposed as part of this project, the applicant has identified an area on the site plan where a ramp could connect with the proposed tunnel under Kearns Boulevard. Additional features in the redesign include a plaza with benches at the northwest corner of the project site, a space for a coffee shop or similar

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use between Building B and Building C, a reimagined art plaza between Building C and Building D, and space for a food truck or similar use to activate the signature trail along the north perimeter.

Senior Planner Barton noted that the amenity terrace south of Building A is intended for customers of the retail space in that building. The Open Space Plan in the Staff Report included this area in the open space calculations shown. He believes the applicant has prepared an updated Open Space Plan that corrects these calculations. The revised project results in a modest increase in open space over the previous iteration of the plans that were seen by the Planning Commission.

As for parking, as a multi-family nightly rental project with specific commercial and non-residential uses, the project requires 374 parking spaces. The applicant proposes 288 parking spaces, including 263 spaces in an underground garage and 25 surface parking spaces within setbacks. Senior Planner Barton shared a diagram with the reconfigured surface parking, which is highlighted in yellow. The parking remains within setbacks and is not compliant with the LMC. To access the parking, a driver would need to enter the site from a neighboring property.

The applicant has proposed a 23% reduction in required parking. Accessory uses, such as meeting spaces and lobbies are not included in the parking calculations. The Planning Commission may decrease the amount of required parking for the site if the Commission determines that the applicant's parking analysis supports that reduction in parking. Elements of the parking analysis include a parking management system. Senior Planner Barton reported that the applicant is proposing to manage the use of parking spaces on the site. They have indicated that they would provide an optional valet service for guests. Additionally, they have indicated that they will encourage employees and guests to utilize existing amenities, including transit service and pedestrian and bicycle facilities. Staff recommends that the proposal be updated to reflect additional information about how the optional valet service will function and how it will impact full-time tenants who park at the site. The proposal should also be updated with details about how employees will be encouraged to take alternative modes of transportation to and from the site.

Some of the other parking requirements include outdoor bicycle parking. This proposal complies with that requirement. The applicant is also proposing a 900-square-foot area for enclosed bicycle storage. Staff recommends that additional information be provided to demonstrate whether that is adequate. The application also complies with minimum requirements for electrical vehicle charging stations and conduit. Staff's conclusion is that the Parking Analysis is incomplete. It is recommended that the applicant provide additional information to support a parking reduction.

The applicant representatives, Carla Lehigh and Craig Elliott were present to share information with the Commission. Ms. Lehigh pointed out the southeast corner of the property and explained that the parking would be rotated. It was perpendicular to the building and is proposed to be relocated so there is parallel parking. That will provide additional space for buffering. The signature trail will be 12 feet and is included on the east, north, and west sides. She referenced some of the gathering areas, such as the one between C and D. Many of the proposed changes reflect an increase in open space. Two weeks ago, there was approximately 40% of open space and now there is 41.4% proposed. This is slightly different than what is in the Meeting Materials Packet because the outdoor terrace for the amenity space in the hotel has been removed.

Mr. Elliott shared the Connectivity Vision for Bonanza Park map. He discussed the intention to break up the super block that is between Park Avenue, Homestake Road, and Kearns Boulevard. The connectivity vision map shows the signature trail in red and potential sidewalk trails in yellow. There were some questions previously about connectivity on the site, so he has created a diagram

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of all of the pedestrian and bicycle pathways that come to the site. All items that come to a star on the diagram are the locations that meet at the site. The purple arrows represent the City plans for the tunnel and the ramp. The designs have considered what is contemplated in the area. The retail has been contemplated along the east and south sides. The blue line shown on the south side is envisioned in the Small Area Plan as being an enhanced walkway and pedestrian path. Mr. Elliott pointed out the parallel parking, signature trail, sidewalk, and amenity space.

Discussions were had about the south side of the project. Mr. Elliott explained that the signature trail is not envisioned there, but an enhanced pedestrian walkway is envisioned in that area. To the northeast corner is the ramp that they were given to work with from the Engineering Department. It is envisioned that the signature trail will be able to work through that space. As for the art plaza, there have been discussions with different artists. There is an opportunity to create a gathering space there. Additionally, a food truck location could enhance the use of the signature trail. Mr. Elliott shared some renderings with the Commission for additional context.

At the corner, the trail comes to a gathering space. It has been identified and separated from a different small plaza area. This allows users of the trail to stop and pause or even wait for others. Coming down to the south, another space works off of the drop-off area. That area can be programmed for different uses over time. The map of the area was further reviewed. On the southwest corner, there will be the bicycle share location. There have been discussions about an amenity terrace. At the last Planning Commission Meeting about the project, there was a request for an overlay of the images previously presented. Three specific images from the last presentation were selected to show how the building starts to fill in over the top of that space. Mr. Elliott reviewed those images with the Commission so there was clarity about what is envisioned.

Additional work was done on the Roof Over Topography Plan. Mr. Elliott explained that they have been using the 8-foot height exception for the elevators in all of their plans. There has been work done with the elevator manufacturers and he is confident that those can be brought down to the same height as the mechanical screening. Each one of those could be dropped down 3 feet. He has marked down the sections where the elevator is located and indicated the dimensions that will be in the next submittal to the Planning Commission. As for the parking information, there is one discrepancy between the Staff Report information and their calculations. There is agreement that the hotel calculations were smaller, but they are not as small as what is shown in the Meeting Materials Packet. For the multi-family calculation, the number they reached was 358.34 spaces. The difference is in the retail and multi-tenant. The Staff Report shows it as 5,000 square feet, but the support commercial space that services the lobby is not counted in the parking requirements, as it is a service for the hotel use. The calculation is then slightly less than shown. The hope is to work with Staff and finalize the numbers before the next meeting occurs.

For the parking calculations, the weekday time of day and weekend time of day were both considered. Mr. Elliott shared a chart to illustrate the data. 9:00 p.m. is the time when the greatest demand on parking exists and it is 292 parking spaces on a weekday at that time. This is driven by the hotel and residential use. For weekend time of day, there is not a lot of differentiation between the uses and the number is also 292 parking spaces. The monthly occupancy was considered as well. He noted that the hotel occupancy has driven most of this. The red on the top of the chart represents the high season and the peach color represents the low season. The yellow color represents the shoulder season. January had the highest demand for parking, which was 286 parking spaces. There are also modal adjustments to take into consideration. For instance, whether the parking will be reduced due to the public transit, access to trails, and so on. Based on discussions with traffic engineers and others, there is a 5% reduction overall for that.

PENDING APPROVAL

Mr. Elliott reported that 288 parking spaces have been provided between the parking structure and the surface parking. Additionally, a Parking Management Plan has been put together that describes the use, knowing that the hotel will be operating a valet service. If there is maximum demand, there is a requirement in the LMC that the plan show the overflow condition. The overflow is to shift to full valet. 61 self-parking spaces will never be part of the valet. That area is dedicated to staff and affordable housing. The maximum parking reaches 355, which is almost identical to the parking demand. With a hotel, there is clarity about the occupancy levels and demands. The valet use can be increased and modified as needed.

Mr. Elliott believed that with additional work with Staff, any issues can be addressed and resolved. He asked for Commissioner input about what had been proposed. The Planning Commission took a brief break before resuming the discussions about the 1800 Park Avenue application.

Chair Hall opened the public hearing. There were no comments. The public hearing was continued to October 23, 2024.

Chair Hall believes it would be worthwhile to focus on reaching a consensus on height. The six criteria were further reviewed. Commissioner Frontero noted that during the presentation made by Senior Planner Barton, it was stated that the applicant had made some adjustments since the September 11, 2024, Planning Commission Meeting. He asked for those changes to be further highlighted so that information can be applied to the six criteria listed. He wants to focus on the changes from the last meeting to the current meeting. Senior Planner Barton reported that the primary changes are to open space and parking. The open space changes include a modest increase in the total amount of open space and a significant reconfiguration of that space. The trail was reconfigured and some of the plaza spaces were reconfigured and reimagined. There is space for a coffee shop and a food truck in this proposal. The other significant change is to the parking. Previously, the applicant was proposing surface parking that would've required the operator of a vehicle to back into or out of a space. Those spaces are now parallel instead. This has increased the amount of landscaping and buffering on the south and east perimeters.

Commissioner Frontero asked if the parallel parking is compliant. This was denied. Senior Planner Barton explained that the LMC does not allow surface parking in the site setbacks in this zone. Staff has recommended that surface parking not be included in the application given its proximity to adjoining properties. Commissioner Frontero wanted to know where the additional surface parking will be located. Senior Planner Barton stated that this is the only surface parking being suggested. The parking analysis suggests the space in the drop-off area could be considered to accommodate short-term parking. Neither the applicant nor Staff has included that in the parking calculations. Additional discussions were had about parking on the site.

Mr. Elliott stated that the parking lots that surround the property are three separate properties. Property lines go in the middle of the parking lots. There is a shared parking agreement between the three. This property has had an as-of-right use over the years because there have been access points. The property owner of this site has met with the surrounding property owners. There is a willingness to have a Condition of Approval related to the finalized parking agreement. The neighboring properties are actually supportive of the parking in the proposed locations. It would be the same kind of agreement that currently exists, but the agreement would be expanded. Mr. Elliott explained that the agreement is needed in order to make the proposal compliant.

PENDING APPROVAL

Justin Keys represents the applicant and shared additional comments about the parking. He reported that vehicles are not permitted to back onto sidewalks, parking strips, or roadways. There is nothing in the code that says it is not possible to back out onto an adjoining property. The neighboring property owners are willing to provide written easements for access through the existing drive aisles to the parking locations. It is beneficial to have some surface parking available. He offered to sit down with Staff and review the code language further if that is necessary. He believes that based on the language that the proposed parking is in compliance.

Commissioner Frontero noted that there is a deficit in parking. He is struggling with the mitigation that has been presented, which is the valet service. He has not seen that it will necessarily mitigate the issues. Commissioner Frontero would like to see mitigation that reduces vehicle traffic, but a valet service does not reduce vehicle traffic. The mitigation needs to have a stronger element that incentivizes visitors, especially hotel guests, not to bring their personal vehicles. For example, providing shuttles to visitors. He wants to see an element that reduces the need for personal vehicles and asked for proposals that focus on that in the future. Mr. Elliott offered to share information about the historical use and some other potential options. Commissioner Frontero pointed out that a condo hotel has different traffic patterns than a standard hotel.

Commissioner Frontero appreciates the effort that has been made with the open space, but he is struggling to move forward with the height exception. Chair Hall reiterated a desire to reach a consensus on the building height. Commissioner Sigg pointed out that building height and parking are connected. He agrees with Commissioner Frontero that the historic profile of the property versus the contemplated profile of this property could be very different. Commissioner Sigg asked for information about the certification of the parking analysis. He wanted to know where the data came from. As for the shared parking rights with the neighbors, he wanted to know if there is any kind of platting that outlines a right-of-way where if it were compliant, the parallel parking or diagonal parking would go into a right-of-way that is fixed and is there in perpetuity. That way, when a neighbor develops their property, nothing is conflicting. He also expressed concerns about the surface spaces and the interconnection between the neighboring properties. To him, the height is not an independent decision with this application and other criteria must be a factor.

Chair Hall acknowledged that the MPD is looking at all of the criteria, but she reiterated there is a desire to reach a consensus on the issue of height. There are certain elements of the application that she likes, such as the perimeter sidewalk and removing the height from the FPZ. She is supportive of a parking reduction, especially with a shuttle system, and knowing that the bus stop is there. The reduction of the mechanical and elevator space is also appreciated. However, she does not find that the six criteria listed have been met for the height in excess of 35 feet.

Commissioner Johnson asked what amenity space within the building the affordable housing units can use. Mr. Elliott explained that each floor has a large gathering area. There is also an outdoor terrace between Blocks E and D. In addition, there is access to the rest of the site. Commissioner Johnson noted that Staff has requested additional information and he supports that request, as it is needed, especially when it comes to the valet option. Senior Planner Barton noted that internal bicycle storage information has also been requested. The applicant has indicated they will be able to provide that, but it was not ready in time for the current meeting. Commissioner Johnson wants to put a limitation on how the mechanical equipment will be configured. There is a desire to be flexible, but also to have a limitation that will provide some sort of setback. He added that he supports the new configuration of the trails that will run along the border of the property.

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Commissioner Van Dine wondered whether the parking requirements change if a use is designated office rather than retail. Mr. Elliott clarified that it is not significantly different. Commissioner Van Dine does not find that the full requirements for the 45-foot height exception have been met. She is still not in support of the height exception based on what has been shared. It might make sense for Building E, but it does not seem to be appropriate for the other buildings.

Commissioner Shand likes the project and believes improvements have continued to be made. He looks forward to reviewing data from other similar projects. Some condo hotels have solved their parking issues where owners of the residences, who typically only use them for a short time, cannot leave a vehicle there. Whatever the applicant comes back with to illustrate how parking spots are used at similar properties would be beneficial. He likes the wider sidewalks and a lot of what has been proposed for the site. He reiterated that he is looking forward to more data.

Commissioner Suesser appreciates the realignment of the trail and feels that is a notable improvement. As for the south portion of the buildings, there is no bicycle path there and that is still being worked on. She would like to see an additional buffer there, including a path that connects. Commissioner Suesser does not think the driveway area near the front door of the property should be included as open space, as it is a driveway area as opposed to a plaza area. She asked Staff to verify the open space calculations ahead of the next discussion on the item. Commissioner Suesser pointed out that the parking is not currently compliant. One way to make it compliant is to either reduce the building size or reduce the plaza sizes to provide more room on the east and south sides. It is also possible to reduce the internal courtyard size. Those changes would provide a better buffer, particularly around the east and south sides of the project.

Commissioner Suesser is not currently supportive of the height exception based on the reasons that were stated during the last Planning Commission discussion about the application. She feels the office space users should have designated parking in the parking garage, but she does not see any allocation for that. She was surprised to see staff parking in the applicant presentation because there is no number listed for the employees in the materials from the applicant. Commissioner Suesser stated that an evaluation from the applicant is needed to address potential adverse impacts on the surrounding neighborhood from the proposed reduction in parking. She would also like to see details related to alternative modes of transportation, such as a shuttle.

Commissioner Suesser agrees with Staff that the current Parking Management Plan does not provide enough details to evaluate the shared parking and whether there is compliance. In addition, she feels the applicant needs to provide additional information to demonstrate compliance for bicycle storage. She would also like to see an analysis and breakdown of the accessory space. It was noted that the applicant will come back at a future meeting.

MOTION: Commissioner Van Dine moved to CONTINUE the 1800 Park Avenue – Park and Kearns Master Planned Development and the Public Hearing to the Planning Commission Meeting scheduled for October 23, 2024. Commissioner Johnson seconded the motion.

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

7. ADJOURNMENT

MOTION: Commissioner Van Dine moved to ADJOURN.

The meeting adjourned at approximately 9:25 p.m.

PENDING APPROVAL

Planning Commission
Staff Report

Subject: **2411 Country Lane and 28 Payday Drive Plat Amendment**
Application: **PL-24-06253**
Author: **Meredith Covey, Planner I**
Date: **October 9, 2024**
Type of Item: **Administrative – Plat Amendment**

Recommendation

(I) Review the proposed Thaynes Creek Ranch Estates – Phase 1 Second Amended – Lots 3A & 4A Plat Amendment to revise a plat note restricting height, (II) conduct a public hearing, and (III) consider approving the Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the draft Final Action Letter (Exhibit A).

Description

Applicant:	Tyler Walton; Applicant Representative: Thomas Vaughn, Alliance Engineering
Location:	2411 Country Lane and 28 Payday Drive
Zoning District:	Single Family
Adjacent Land Uses:	Residential, Reserved Open Space
Reason for Review:	The Planning Commission reviews and takes Final Action on Plat Amendments.[1]

SF Single Family
SFD Single Family Dwelling
SLO Sensitive Land Overlay
LMC Land Management Code

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

Summary

The Applicant proposes a Plat Amendment to the Thaynes Creek Ranch Estates – Phase 1 – Lots 3 & 4 Amended to remove a plat note restricting height. 2411 Country Lane (Lot 3A) is a 0.71-acre Lot with a Single-Family Dwelling (SFD) that was approved for construction in 2014, and 28 Payday Drive (Lot 4A) is a 0.42-acre vacant Lot.

[1] LMC § 15-7.1-2

The Lots are within the Single- Family SF Zoning District and Sensitive Lands Overlay (SLO).

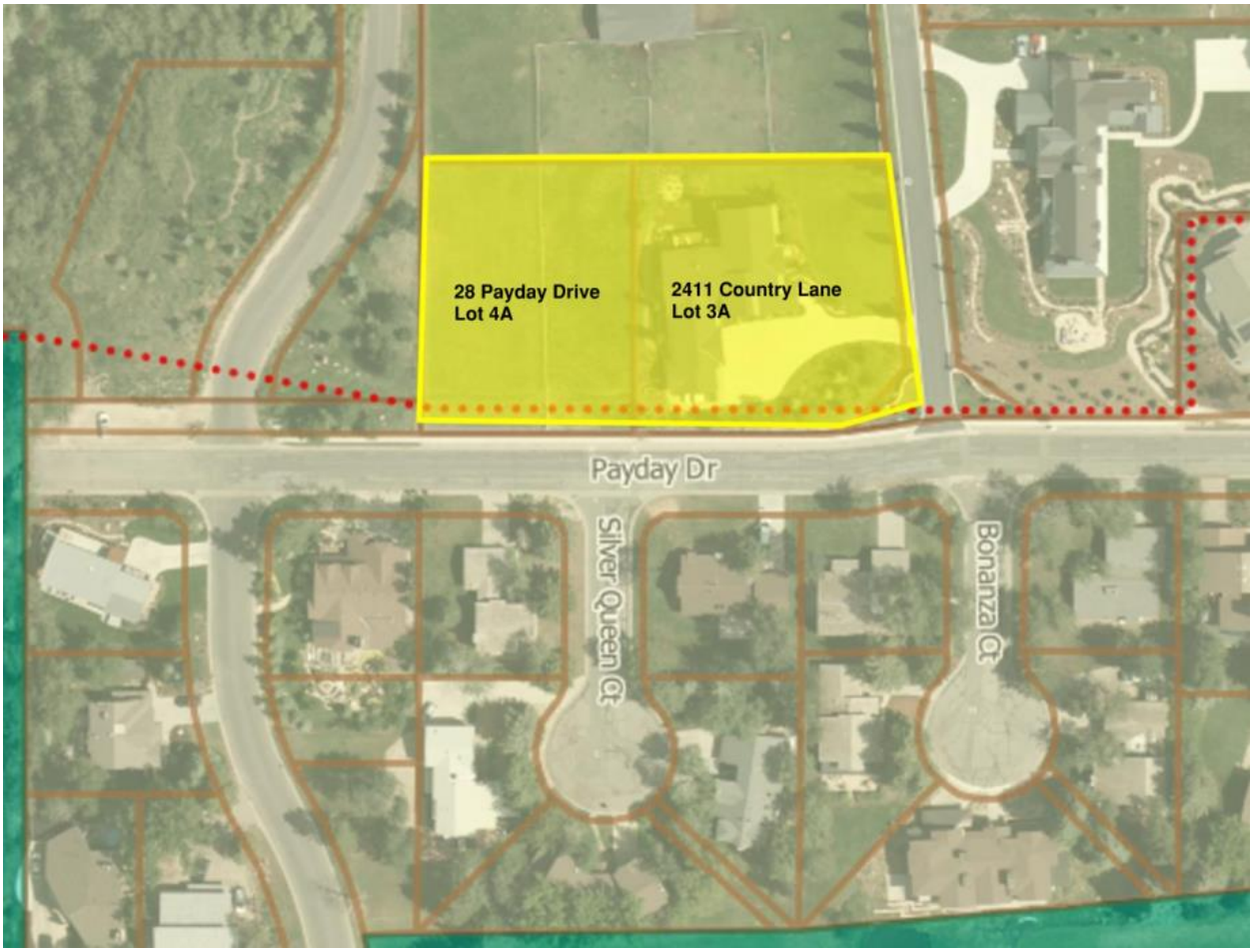

Figure 1: 28 Payday Drive (vacant Lot 4A on the left) and 2411 Country Lane (SFD Lot 3A on the right) of the Thaynes Creek Ranch Estates Phase 1 – Lots 3 & 4 Amended Subdivision

Image 1: 28 Payday Drive (vacant Lot 4A) and 2411 Country Lane (SFD Lot 3A) looking northeasterly

Background

The Thaynes Creek Ranch Estates Phase 1 Subdivision, a four-Lot Subdivision in the SF Zoning District and SLO, was approved in January of 2013 by the City Council. In 2014, the City issued a building permit for the construction of a SFD on 2411 Country Lane (Lot 3).

In 2023, the owner of Lots 3 and 4 applied to shift the common property line 23 feet to the west, creating two amended Lots: a larger Lot 3A (2411 Country Lane) and a smaller Lot 4A (28 Payday Drive). On July 12, 2023, the Planning Commission reviewed the proposed amendment and forwarded a positive recommendation to City Council (Staff Report, Minutes). At the July 12, 2023, Planning Commission meeting, the Applicant requested to modify the proposed Plat Amendment to include Plat Note 18, to preserve views of the mountains from Lot 3A which states:

> "The roof of any building on Lot 4A within 75 feet of the south property line is limited to an imaginary line that is a height of 12 feet from the existing ground at the east side Setback and sloping up to a height of 28 feet from the existing ground at the west side Setback. Standard City building height restrictions apply north of this 75-foot height restricted area" (Minutes).

On August 22, 2023 the City Council reviewed and approved the Thaynes Creek Ranch

Estates Phase 1 – Lots 3 & 4 Amended plat with conditions, via Ordinance No. 2023-40 (Staff Report, Minutes). On October 23, 2023, the Amended Plat was recorded with Summit County (Summit County Recorder Entry No. 1211356) (Exhibit B)

The same Applicant who had proposed to amend the plat in 2023, again requests to amend the plat to remove Plat Note 18 restricting height, which they had originally requested (Exhibit A). Due to prospective buyers of Lot 4A having expressed concern regarding the height restriction, the Applicant proposes to remove the owner requested Note #18 to allow the requirements of the SF Zoning District to govern the height and location of a residence constructed on Lot 4A. The Applicant does not propose any other changes to the recorded plat.

Analysis

(I) The proposed Thaynes Creek Ranch Estates – Phase 1 Second Amended – Lots 3A & 4A Plat Amendment complies with the requirements of LMC Chapter 15-2.11 Single Family Zoning District

Land Management Code (LMC) § 15-2.11-1 outlines the purpose of the SF Zoning District.

The purpose of the SF Zoning District is to:

A. Maintain existing predominately Single Family detached residential neighborhoods;
B. Allow for Single Family Development Compatible with existing Developments;
C. Maintain the character of mountain resort neighborhoods with Compatible residential design; and
D. Require Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile.

Single-Family Dwellings (SFD) are an allowed use in the SF Zoning District. The table below outlines the Lot and Site Requirements in LMC § 15-2.11-3:

The proposed Plat Amendment complies with Land Management Code (LMC) § 15-2.11-3 *Lot and Site Requirements* for the SF Zoning District.

Requirement	**Analysis of Proposal**
The maximum Density for Subdivisions is three (3) units per acre. One (1) acre = 43,560 square-feet One-Third (1/3) acre= 14,520 square-feet	The total acreage between shared between Lots 3A and 4A will not be changed as part of the proposed Plat Amendment. Lot 3A is currently 0.71 acres (30,927.6 square-feet). Lot 3A will remain in compliance with the density requirements for the Zoning District.

	Lot 4A is 0.42 acres (18,295.2 square-feet). Lot 4A will remain in compliance with the density requirements for the Zoning District.
Minimum front setback is twenty feet (20'). New Front-facing Garages for Single Family and Duplex Dwellings must maintain a minimum of twenty-five feet (25') from the Front Lot Line.	2411 Country Lane, Lot 3A, is a corner lot and therefore has two Front-Setbacks that are measured from the property lines abutting Payday Drive and Country Lane. At the time of Building Permit approval in 2014, the 2014 LMC for the SF Zoning District had the same Front Setback requirement for front-facing garages. The approved building permit shows that the garage was approved to be constructed 25' from the property line abutting Payday Drive. However, while the existing garage is measured at over 100' from the property line abutting Country Lane, it is only 24'-6" from the property line abutting Payday Drive and is therefore considered noncompliant because it does not meet the minimum Front Setback requirement for front-facing garages of 25'. Condition of Approval 4 requires that there shall be no further expansion of the Existing Non-Conforming garage measured at 24'-6" from the property line abutting Payday Drive is permitted. Lot 4A is vacant. New development will be required to comply with SF Zoning District lot and site requirements.
Rear Setback – The minimum Rear Setback is fifteen feet (15').	The existing SFD at 2411 Country Lane is compliant with the Rear Setback. Lot 4A is vacant. New development will be required to comply with SF Zoning District lot and site requirements.
Side Setbacks – The minimum Side Setback is twelve feet (12')	The existing SFD on Lot 3A is 45' from the northern property line. The Side Setback will not be affected by the proposed plat amendment. Lot 4A is vacant. New development will be required to comply with SF Zoning District lot and site requirements.
Building Height – The maximum Building	The current SFD on Lot 3A is 28 feet from Existing Grade and is Compliant.

Height is 28 feet from Existing Grade	The existing Plat Note 18 states that “The roof of any building on Lot 4A within 75 feet of the south property line is limited ot an imaginary line that is a height of 12 feet from the existing ground at the east side Setback and sloping up to a height of 28 feet from the existing ground at the west side Setback. Standard City building height restrictions apply north of this 75-foot height restricted area.” The Applicant proposes to remove Plat Note 18 and remove the height restriction. Condition of Approval 3 requires that Lot 4A will be subject to the height requirement for SFD dictated by LMC §15-2.11-4 and has a maximum Building Height of 28 feet from Existing Grade.

(II) The proposal complies with the Sensitive Land Overlay Requirements outlined in LMC Chapter 15-2.21.

2411 Country Lane and 28 Payday Drive are located within the Sensitive Land Overlay (SLO). LMC § 15-2.21-2(A) states:

Applicants for Development within the SLO must identify the Property’s sensitive environmental and aesthetic Areas such as Steep Slopes, Ridge Line Areas, wetlands, Stream Corridors, Wildland interface, and Wildlife Habitat Areas and provide a time at time of Application, a Sensitive Lands Analysis.

The purpose of the Sensitive Land Overlay is to:

A. Require dedicated Open Space in aesthetically and environmentally sensitive Areas;
B. Encourage preservation of large expanses of Open Space and wildlife habitat;
C. Cluster Development on Ridge Line Areas, Steep Slopes, and wetlands; and
D. Protect and preserve environmentally sensitive land

The Thaynes Creek Ranch Estates Phase 1 – Lots 3 & 4 Amended plat approved by City Council in 2023 is compliant with the requirements of the SLO. The 2023 Staff Report for the Thaynes Creek Ranch Estates Phase 1 – Lots 3 & 4 Amended plat found that there are no Steep Slopes on Lots 3A and 4A, the Lots do not impact a Ridge Line Area, and the Lots are visible from Highway 224 and screened from McPolin Barn. The maximum Building Height for the SF Zoning District is compliant with the requirements of the SLO Zoning District. The proposed Plat Amendment does not impact the requirements of the SLO; new development on the property would remain compliant with the SLO requirements.

(III) The proposal complies with LMC § 15-7.1-3(B), Plat Amendment.

Plat Amendments shall be reviewed according to the requirements of LMC § 15-7-1.6 and approval shall require a finding of Good Cause.

LMC § 15-15-1 defines Good Cause as "Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community."

Staff finds Good Cause for this Plat Amendment because it complies with underlying zoning and removes a self-limiting prior plat note proposed by the applicant. The plat note was not a condition of approval added by the Planning Commission to mitigate any adverse impact. No Public Street, Right of Way, or easement has been vacated or amended. The proposed Plat Amendment does not further subdivide or increase the density of the existing Thaynes Creek Ranch Estates Phase 1 – Lots 3 & 4 Amended.

(IV) The Development Review Committee reviewed this proposal on September 17, 2024, and does not require any Conditions of Approval.[2]

Department Review

The Planning Department and City Attorney's Office reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on September 25, 2024. Staff mailed courtesy notice to property owners within 300 feet on September 25, 2024. The *Park Record* published notice on September 25, 2024.[3]

Public Input

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

Alternatives

- The Planning Commission may approve the Thaynes Creek Ranch Estates – Phase 1 Second Amended – Lots 3A & 4A Plat Amendment;

[2] The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).
[3] LMC § 15-1-21

- The Planning Commission may deny the Thaynes Creek Ranch Estates – Phase 1 Second Amended – Lots 3A & 4A Plat Amendment and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Final Action Letter
    Attachment 1: Proposed Plat
Exhibit B: Thaynes Creek Ranch Estates Phase 1 – Lots 3 & 4 Amended
Exhibit C: Existing Conditions Survey

Planning Department

October 9, 2024

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	2411 Country Lane Drive & 28 Payday Drive
Zoning District:	Single Family
Application:	Plat Amendment
Project Number:	PL-24-06253
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	October 9, 2024
Project Summary:	The Applicant proposes to remove a height restrictive plat note.

Action Taken

On October 9, 2024, the Planning Commission conducted a public hearing and approved the Thaynes Creek Ranch Estates – Phase 1 Second Amended – Lots 3A & 4A Plat Amendment according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. 2411 Country Lane Drive and 28 Payday Drive are Lots 3A & 4A of the Thaynes Creek Ranch Estates – Phase 1 – Lots 3 & 4 Amended recorded plat, recorded with the Summit County Recorder's office October 23, 2023 (Entry No. 1211356).
2. On July 12, 2023, the Planning Commission reviewed the Thaynes Creek Ranch Estates Phase 1 – Lots 3 & 4 Amended and forwarded a positive recommendation to City Council
3. At the July 12, 2023, Planning Commission meeting the Applicant modified the proposed Plat to include Plat Note 18 which states "The roof of any building on Lot 4A within 75 feet of the south property line is limited ot an imaginary line that is a height of 12 feet from the existing ground at the east side Setback and sloping up to a height of 28 feet from the existing ground at the west side Setback. Standard City building height restrictions apply north of this 75-foot height restricted area."
4. On August 22, 2023, the City Council reviewed and approved the Thaynes Creek Ranch Estates Phase 1 – Lots 3 & 4 Amended plat with conditions, via Ordinance

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No. 2023-40.

5. 2411 Country Lane and 28 Payday Drive are within the Single-Family Zoning District and the Sensitive Lands Overlay.
6. Lot 3A has an existing Single-Family Dwelling, Lot 4A is a vacant lot.
7. The proposed plat amendment removes the height restrictive Plat Note 18 that limits the building height on Lot 4A.
8. The August 2023 approved Plat Amendment does not contain a Condition of Approval restricting the building height on Lot 4A.
9. The removal of the height restrictive plat note does not affect compliance with the Sensitive Land Overlay nor any other LMC requirement.
10. The Development Review Committee reviewed the proposed Plat Amendment on September 17, 2024, and does not require any Conditions of Approval.
11. Staff published notice of the Planning Commission's public hearing on the City website, the Utah Public Notice website, and posted notice to the property on September 25, 2024. Staff mailed courtesy notice to property owners within 300 feet on September 25, 2024. The Park Record published courtesy notice on September 25, 2024.

Conclusions of Law

1. Staff finds Good Cause for this Plat Amendment because it complies with underlying zoning and removes a self-limiting prior plat note proposed by the applicant. The plat note was not a condition of approval added by the Planning Commission to mitigate any adverse impact. No Public Street, Right of Way, or easement has been vacated or amended. The proposed Plat Amendment does not further subdivide or increase the density of the existing Thaynes Creek Ranch Estates Phase 1 – Lots 3 & 4 Amended.
2. The Plat Amendment is consistent with the Land Management Code, including LMC Chapter 15-2.1 *Single Family Zoning District* and Chapter 15-2.21 *Sensitive Lands Overlay Zone (SLO) Regulations* and § 15-7.1-3(B) *Classification Of Subdivision – Plat Amendment*.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer shall review and approve the final form and content of the Plat Amendment for compliance with State law, the Land Management Code, and these Conditions of Approval, prior to recordation of the plat.

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2. The Applicant shall record this Plat Amendment at the County within one year from the date of Planning Commission approval. If recordation has not occurred within one years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.
3. Any new construction shall comply with Land Management Code Section 15-2.11 regarding Setbacks, Building Height, Building Envelope, Building Pad, etc.
4. No further expansion of the existing non-conforming garage measured at 24'-6" from the property line abutting Payday Drive, is permitted.
5. No further expansion of the existing non-conforming Building Footprint, measured at 3,990 square-feet is permitted.
6. No further expansion of the existing non-conforming driveway measured at 21.8' abutting Country Lane is permitted.
7. The final Plat Amendment shall include the plat notes for the Thaynes Creek Ranch Estates Phase 1 – Lots 3 & 4 Amended with the exception of Plat Note 18.

If you have questions or concerns regarding this Final Action Letter, please call (435) 640-8683 or email meredith.covey@parkcity.org.

Sincerely,

Sarah Hall,
Planning Commission Chair

CC: Meredith Covey

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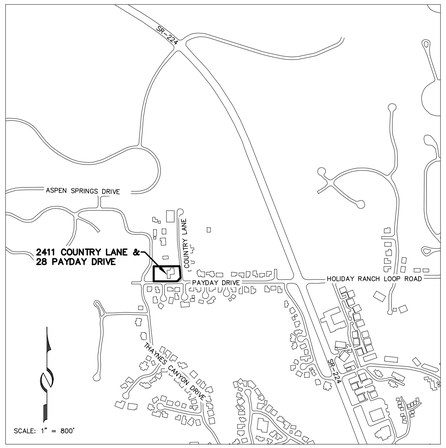


VICINITY MAP

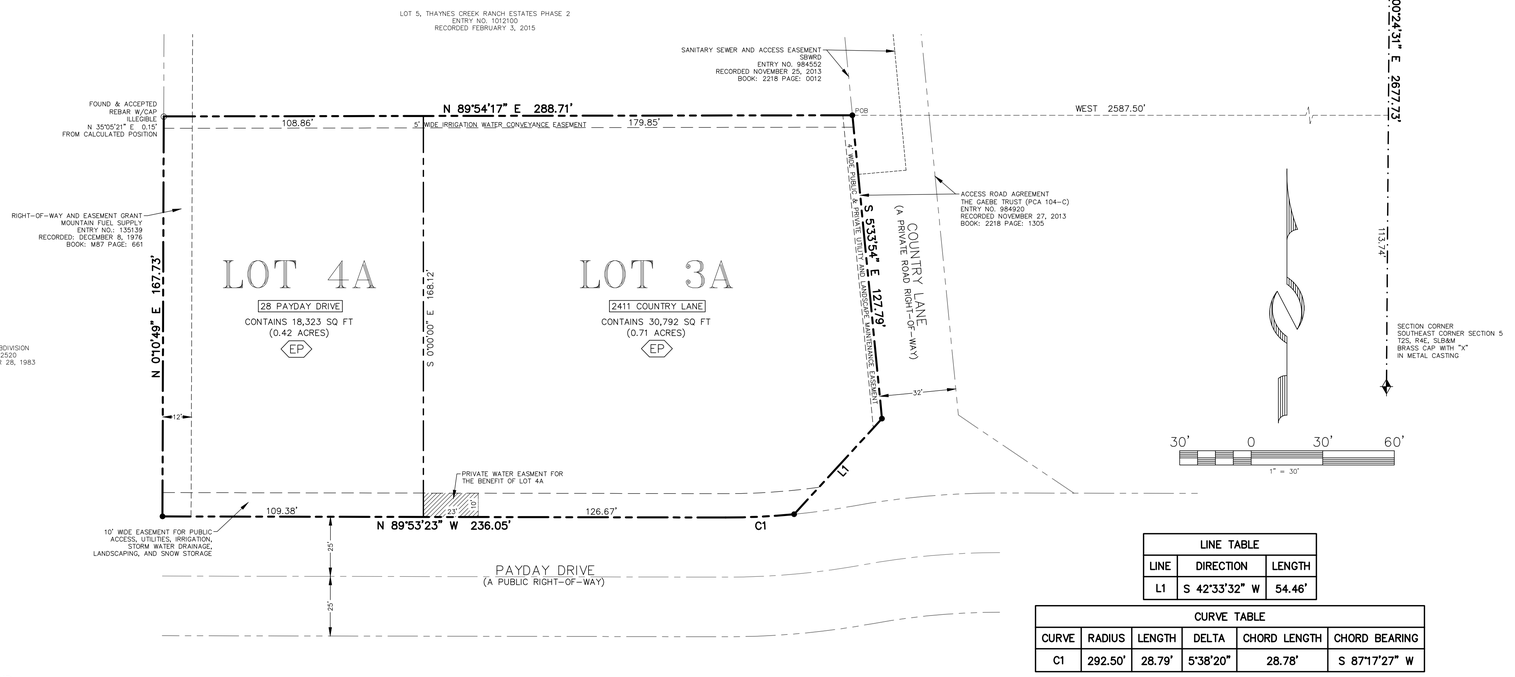
NOTES

1. The maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.
2. All residences in the development are to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
3. The subdivision is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement.
4. The Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.
5. All conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.
6. Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.
7. A lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.
8. Modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
9. Lots 3A and 4A are restricted to a maximum building footprint of 3,900 sf for the house and garage. the floor area of all second stories shall be restricted to 60% of the first story footprint. No barns are allowed on Lots 3A and 4A.
10. The maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 10,000 sf for Lots 3A and 4A. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.
11. The maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots A and B is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like pasture vegetation.
12. Each lot of record is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Driveway lengths shall be consistent with driveway lengths of lots in the surrounding neighborhood.
13. At the time of any resurfacing of Country Lane, the Homeowner's Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.
14. The Access Road Agreement which exists to the benefit of the "Gaebe Trust" extends outside of Thaynes Creek Ranch Estates – Phase 1 as detailed in Entry # 00984920, Book: 2218, Page: 1305, as recorded with the Summit County Recorder's Office, November 27, 2013.
15. A Future Sewer Easement at Thaynes Creek Ranch Estates exists to the benefit of the Snyderville Basin Reclamation District, Entry # 00984552, Book: 2218, Page: 0012, as recorded with the Summit County Recorder's Office, November 25, 2013.
16. A grading plan and landscape plan shall be submitted with each building permit application. Excavated materials shall remain on site to the greatest extent possible and shall be addresses with the grading plan.
17. A 10 foot Rocky Mountain Power easement is dedicated on all property lines.

ROCKY MOUNTAIN POWER NOTES

Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

Rocky Mountain Power approves this plat solely for the purpose of confirming that the plat contains public utility easements. Rocky Mountain Power may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights obligations or liabilities provided by Law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the owner's dedication and the notes and does not constitute a guarantee of particular terms of electric utility service.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 42°33'32" W	54.46'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C1	292.50'	28.79'	5°38'20"	28.78'	S 87°17'27" W

LEGEND

- ● Set 5/8" rebar w/cap, "ALLIANCE ENGINEERING"
- ⊙ Found monument as noted
- EP: Wastewater ejector pumps may be required for the indicated lots.

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR — No. 4857264 — MICHAEL DEMKOWICZ — STATE OF UTAH

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have completed or directly supervised a survey of the hereon described property and have referenced a record of survey map of the existing property boundaries in accordance with Section 17-23-17 and have verified the boundary locations and have placed monuments as represented on the plat. I do further certify that by authority of the owners, I have prepared the following amended plat, containing two single family, residential lots, hereafter to be known as THAYNES CREEK RANCH ESTATES-PHASE 1 SECOND AMENDED-LOTS 3A & 4A.

LEGAL DESCRIPTION

Lots 3A and 4A, Thaynes Creek Ranch Estates-Phase 1, Lots 3 & 4 Amended, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that, Tyler W. Walton and Kristen B. Walton, husband and wife as joint tenants, hereby certify that they have caused this plat amendment to be made and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand this _____ day of _____, 2024.

_____
Tyler W. Walton

In witness whereof, the undersigned set her hand this _____ day of _____, 2024.

_____
Kristen B. Walton

ACKNOWLEDGMENT

State of _____)
: ss.
County of _____)

On this _____ day of _____, 2024, Tyler W. Walton personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed THAYNES CREEK RANCH ESTATES-PHASE 1 SECOND AMENDED-LOTS 3A & 4A.

_____
A Notary Public commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No: _____

ACKNOWLEDGMENT

State of _____)
: ss.
County of _____)

On this _____ day of _____, 2024, Kristen B. Walton personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed THAYNES CREEK RANCH ESTATES-PHASE 1 SECOND AMENDED-LOTS 3A & 4A.

_____
A Notary Public commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No: _____

NOTES

1. This plat amendment is subject to the Conditions of Approval in the Final Action Letter dated _____, 2024, on file with the Park City Planning Department (PL-24-_____).
2. All Conditions of Approval in Ordinance 13-38 & Ordinance 2023-40 continue to apply and remain in full force and effect.
3. This plat amendment removes Note 18 as shown on Thaynes Creek Ranch Estates-Phase 1 Lots 3 & 4 Amended, recorded October 23, 2023, as Entry No. 1211356.
4. See Record of Survey S-11341, recorded September 7, 2023, in the Summit County Recorders Office.

THAYNES CREEK RANCH ESTATES-PHASE 1
SECOND AMENDED-LOTS 3A & 4A

LOCATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

THIS SECOND AMENDED PLAT SUPERSEDES THAYNES CREEK RANCH ESTATES-PHASE 1 LOTS 3 & 4 AMENDED, RECORDED OCTOBER 23, 2023, AS ENTRY NO. 1211356.

SHEET 1 OF 1

8/19/24 JOB NO.: 2-2-23 FILE: X:\ThaynesCanyon\dwg\srv\plat2023\020223-amd.dwg

435-649-9467
ALLIANCE ENGINEERING
CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS
P.O. Box 2664 | 2700 West Homestead Road
Suite 50, 60 | Park City, Utah 84098

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2024
BY _____

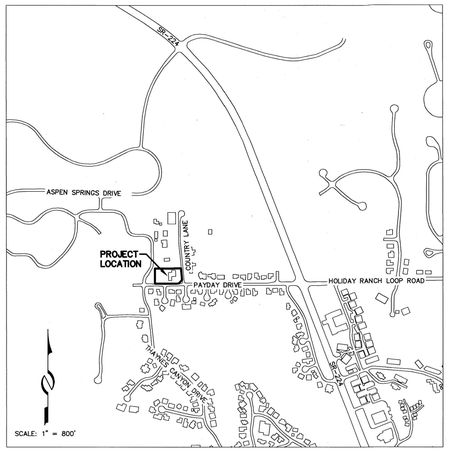
PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2024
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2024
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, 2024
BY _____
PARK CITY ATTORNEY

PUBLIC SAFETY ANSWERING POINT APPROVAL
APPROVED THIS _____ DAY OF _____, 2024
BY _____
SUMMIT COUNTY GIS COORDINATOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
_____ FEE _____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____



VICINITY MAP

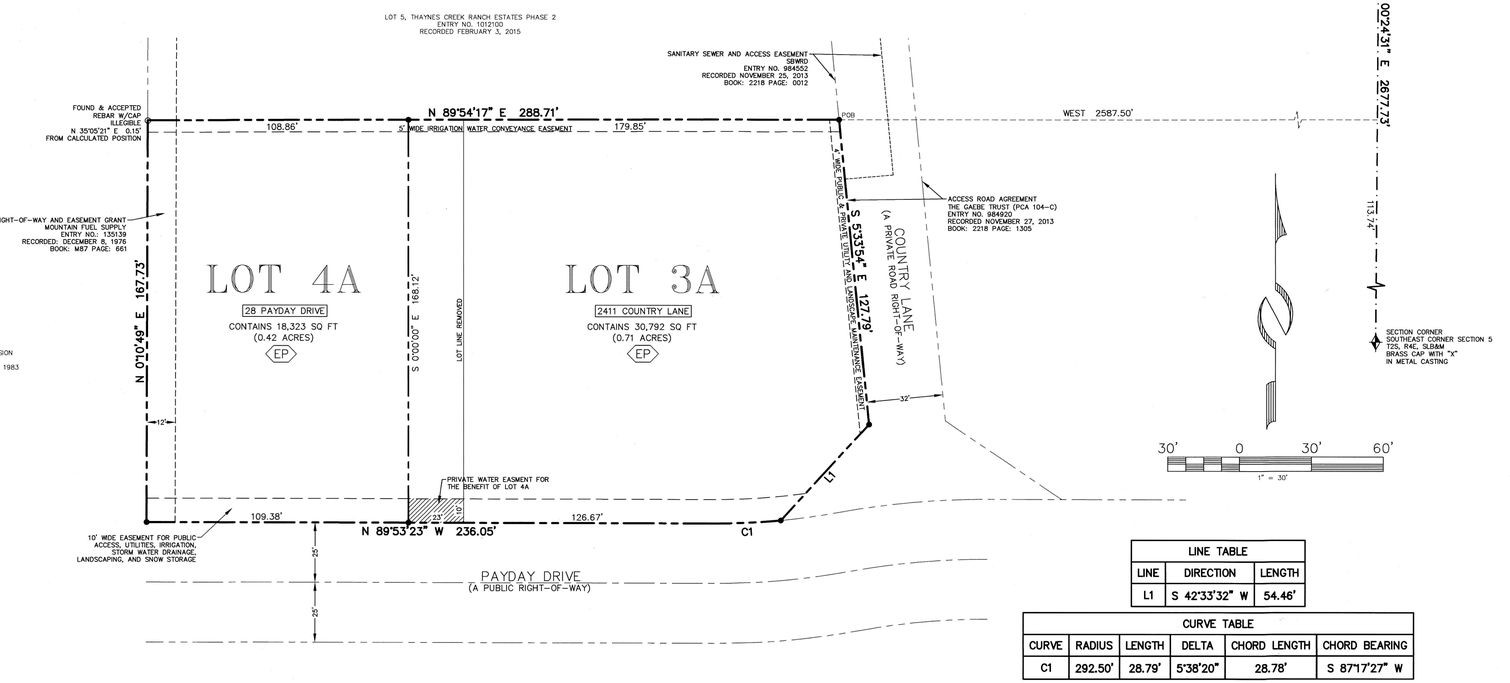
NOTES

1. The maximum density of the first phase subdivision is four (4) single family dwelling units and that no lot shall be further subdivided to increase the overall density of the subdivision.
2. All residences in the development are to meet LEED for Homes Silver Rating certification (at a minimum) with required water conservation requirements as further described in the Annexation Agreement.
3. The subdivision is subject to the City's Affordable Housing Resolution 20-07 and as further described in the Annexation Agreement.
4. The Planning Director may grant an administrative Conditional Use permit for the raising and grazing of horses on these lots, including a barn located within an identified building pad on the final subdivision plat, provided the application complies with the LMC requirements for raising and grazing of horses and providing an Animal Management Plan is submitted and approved.
5. All conditions and restrictions of the Annexation Agreement shall continue to apply to the Final Subdivision plat and shall be noted on the plat prior to recordation.
6. Ownership of water rights shall not affect the application of the Impact Fee Ordinance to the Property at the time of development of the lots as further described in the Annexation Agreement.
7. A lot line adjustment application will be allowed to combine Lots 3 and 4 into one lot of record if desired by the lot owner(s). The lot combination will be subject to the LMC Section 15-2.11-6 Maximum House Size and Setbacks on Combined Lots.
8. Modified 13-D residential fire sprinklers are required for all new construction as required by the Chief Building Official.
9. Lots 3A and 4A are restricted to a maximum building footprint of 3,900 sf for the house and garage, the floor area of all second stories shall be restricted to 60% of the first story footprint. No barns are allowed on Lots 3A and 4A.
10. The maximum irrigated area for finished landscape (excluding pasture areas irrigated with private irrigation shares) is 10,000 sf for Lots 3A and 4A. All landscaping shall comply with LMC Section 15-5-5 (M). Trees, such as cottonwoods, willows, aspens, and fruit trees may be planted in the pasture areas provided they are irrigated only with private irrigation shares.
11. The maximum LOD area (including house and barn footprints, paved driveways, patios and other hardscape, and irrigated landscaping) for Lots A and B is restricted to a maximum of 75% of the Lot Area. Area necessary for utility installation is excluded from the maximum LOD area calculation and if within the pasture areas shall be re-vegetated with like pasture vegetation.
12. Each lot of record is allowed a maximum driveway width of fifteen feet, measured at the property line with Payday Drive or Country Lane. Each driveway may widen as it approaches the garage. Driveway lengths shall be consistent with driveway lengths of lots in the surrounding neighborhood.
13. At the time of any resurfacing of Country Lane, the Homeowner's Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.
14. The Access Road Agreement which exists to the benefit of the "Gaebe Trust" extends outside of Thaynes Creek Ranch Estates – Phase 1 as detailed in Entry # 00984920, Book: 2218, Page: 1305, as recorded with the Summit County Recorder's Office, November 27, 2013.
15. A Future Sewer Easement at Thaynes Creek Ranch Estates exists to the benefit of the Snyderville basin Reclamation District, Entry # 00984552, Book: 2218, Page: 0012, as recorded with the Summit County Recorder's Office, November 25, 2013.
16. A grading plan and landscape plan shall be submitted with each building permit application. Excavated materials shall remain on site to the greatest extent possible and shall be addresses with the grading plan.
17. A 10 foot Rocky Mountain Power easement is dedicated on all property lines.
18. The roof height of any building on Lot 4A within 75 feet of the south property line is limited to an imaginary line that is a height of 12 feet from existing ground at the east side setback and sloping up to a height of 28 feet from existing ground at the west side setback. Standard city building height restrictions apply north of this 75-foot height-restricted area.

ROCKY MOUNTAIN POWER NOTES

Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

Rocky Mountain Power approves this plat solely for the purpose of confirming that the plat contains public utility easements. Rocky Mountain Power may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights obligations or liabilities provided by Law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the owner's dedication and the notes and does not constitute a guarantee of particular terms of electric utility service.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 42°33'32" W	54.46'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C1	292.50'	28.79'	5°38'20"	28.78'	S 87°17'27" W

LEGEND

- ● Set 5/8" rebar w/cap, "ALLIANCE ENGINEERING"
- ○ Found monument as noted
- ⟨EP⟩ EP: Wastewater ejector pumps may be required for the indicated lots.

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR — No. 4857264 — MICHAEL DEMKOWICZ — 9/23/23 — STATE OF UTAH

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have completed or directly supervised a survey of the hereon described property and have referenced a record of survey map of the existing property boundaries in accordance with Section 17-23-17 and have verified the boundary locations and have placed monuments as represented on the plat. I do further certify that by authority of the owners, I have prepared the following amended plat, containing two single family, residential lots, hereafter to be known as THAYNES CREEK RANCH ESTATES – PHASE 1 LOTS 3 & 4 AMENDED.

LEGAL DESCRIPTION

Lots 3 and 4, Thaynes Creek Ranch Estates Subdivision, Phase 1, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that, Tyler W. Walton and Kristen B. Walton, husband and wife as joint tenants, hereby certify that they have caused this plat amendment to be made and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand this 5th day of October, 2023.

Tyler W. Walton

In witness whereof, the undersigned set her hand this 5th day of October, 2023.

Kristen B. Walton

ACKNOWLEDGMENT

State of Utah)
: ss.
County of Summit)

On this 5th day of October, 2023, Tyler W. Walton personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed the THAYNES CREEK RANCH ESTATES – PHASE 1 LOTS 3 & 4 AMENDED.

A Notary Public commissioned in Utah
Printed Name: Jacoby Blacksher
Residing in: Park City, UT
My commission expires: 06/03/2025
Commission No: 718084

Notary Public - State of Utah — JaCoby Blacksher — Comm. #718684 — My Commission Expires June 3, 2025

ACKNOWLEDGMENT

State of Utah)
: ss.
County of Summit)

On this 5th day of October, 2023, Kristen B. Walton personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed the THAYNES CREEK RANCH ESTATES – PHASE 1 LOTS 3 & 4 AMENDED.

A Notary Public commissioned in Utah
Printed Name: Jacoby Blacksher
Residing in: Park City, UT
My commission expires: 06/03/2025
Commission No: 718084

Notary Public - State of Utah — JaCoby Blacksher — Comm. #718684 — My Commission Expires June 3, 2025

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2023-40.
2. All Conditions of Approval in Ordinance 13-38 continue to apply and remain in full force and effect.
3. The purpose of this plat is to revise the lot line between Lots 3 & 4, Thaynes Creek Ranch Estates – Phase 1, recorded as Entry No. 986234 in the Summit County Recorders Office, including the 10' wide irrigation water conveyance easement.
4. See Record of Survey S-11341, recorded September 7, 2023 in the Summit County Recorders Office.

THAYNES CREEK RANCH ESTATES-PHASE 1
LOTS 3 & 4 AMENDED

LOCATED IN THE SOUTH HALF OF SECTION 5 AND THE NORTH HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

9/28/23 JOB NO.: 2-2-23 FILE: X:\ThaynesCanyon\dwg\srv\plat2023\020223.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 28 DAY OF September, 2023	RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS 12TH DAY OF JULY, 2023	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 10 DAY OF October, 2023	APPROVED AS TO FORM THIS 17th DAY OF October, 2023	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 22ND DAY OF AUGUST, 2023	I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS 19th DAY OF October, 2023	APPROVED THIS 23rd DAY OF October, 2023	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF COALITION TITLE
BY _____	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR PRO-TEM	_____ PARK CITY RECORDER	BY _____ SUMMIT COUNTY GIS COORDINATOR	104.00 FEE — Cathy Salazar - DEPUTY RECORDER — TIME 4:10 pm DATE 10/23/23 ENTRY NO. 1211356

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal 1854

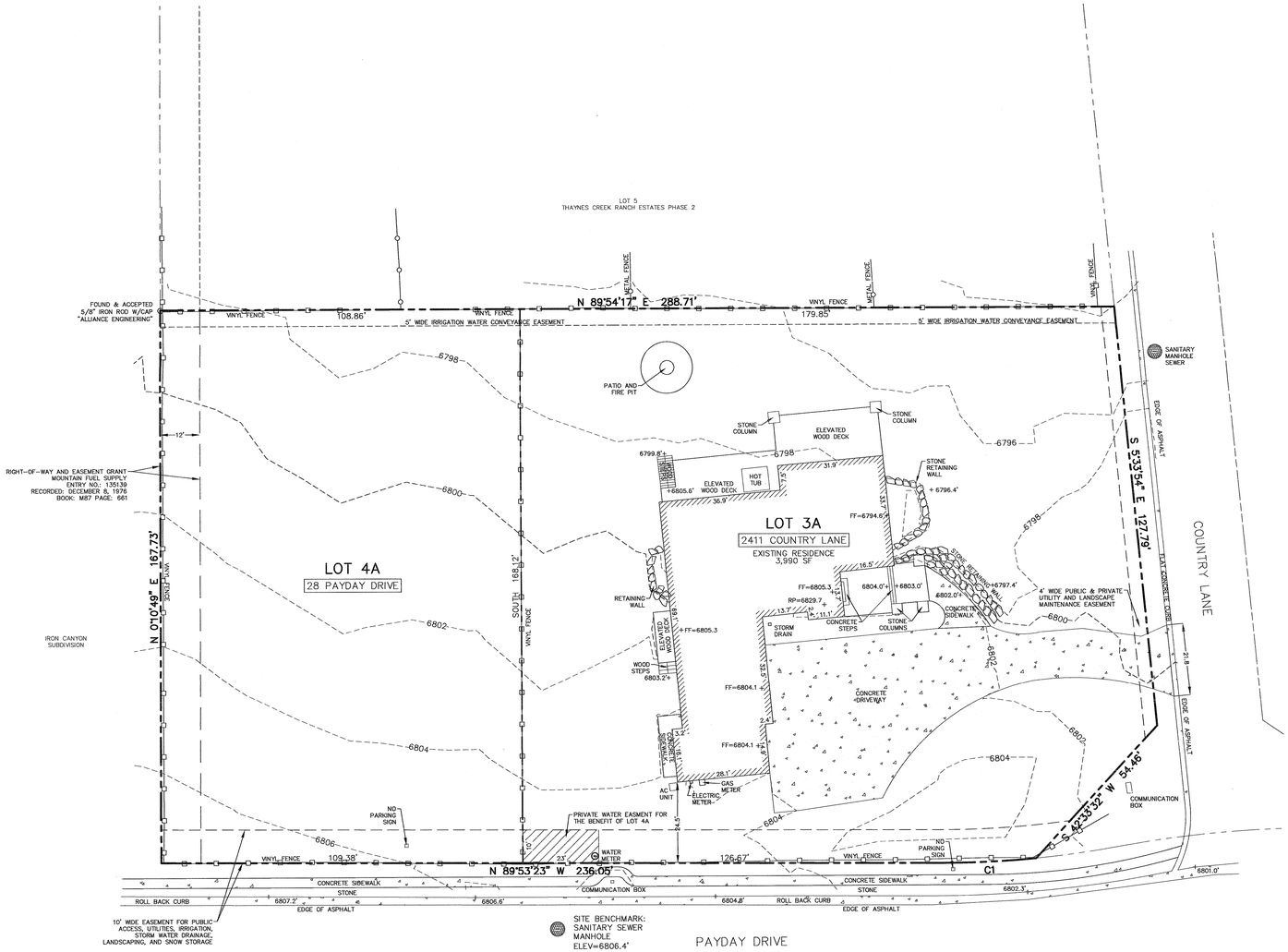
SURVEYOR'S CERTIFICATE

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

No. 4857264
MICHAEL DEMKOWICZ
8/20/24
STATE OF UTAH

NOTES

1. Site Benchmark: Sanitary Sewer Manhole = 6806.4'.
2. Field work for this survey was completed on February 17, 2023.
3. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
4. See Thaynes Creek Ranch Ranch Estates—Phase 1 Lots 3 & 4 Amended, Entry No. 1211356 in the Office of the Recorder, Summit County, Utah.
5. The site was revisited on August 8, 2024, to confirm there were no major improvements to the property. Minor revisions are shown.



CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	292.50'	28.79'	5°38'20"

20' 0 20' 40'

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

STAFF:
BRAYLON ROSE
CHIP TOMSUDEN
TYLER LEPORE
MARK THOMAS
THOMAS VAUGHN

DATE: 8/19/24

EXISTING CONDITIONS & TOPOGRAPHIC MAP
2411 COUNTRY LANE & 28 PAYDAY DRIVE
LOTS 3A&4A, THAYNES CREEK RANCH ESTATES-PH1

FOR: TYLER WALTON
JOB NO.: 2-2-23
FILE: X:\ThaynesCanyon\dwg\srv\topo2023\2-2-23\020223-amd.dwg

SHEET 1 **OF** 1

Planning Commission
Staff Report

Subject: **1273 and 1275 Sullivan Road**
Application: **PL-24-06182**
Author: **Meredith Covey, Planner I**
Date: **October 9, 2024**
Type of Item: **Administrative – Condominium Plat Amendment**

Recommendation

(I) Review the proposed Alpine Retreat @ Park City Units 5 & 6, Amended Plat, Amending Unit 5 (1275 Sullivan Road) to construct a second-story addition extended above Unit 6 (1273 Sullivan Road); (II) conduct a public hearing; and (III) consider approving the Condominium Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the draft Final Action Letter (Exhibit A).

Description

Applicant:	Lisa Mittnacht Applicant Representative: Martina Nelson, Park City Surveying
Location:	1273 Sullivan Road (Unit 6) 1275 Sullivan Road (Unit 5)
Zoning District:	Historic Residential – Medium Density
Adjacent Land Uses:	Urban Park Zone, Residential, Recreation Commercial
Reason for Review:	The Planning Commission reviews, conducts a public hearing, and takes Final Action on Condominium Plat Amendments.[1]

HRM Historic Residential Medium
LMC Land Management Code

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

Summary

Alpine Retreat @ Park City is a six-unit condominium project located in the HRM Zoning District with units that range in size from 441 square feet to 1,945 square feet. Unit 5 (1275 Sullivan Road) and Unit 6 (1273 Sullivan Road) are part of the same Structure, a

[1] LMC § 15-7.1-2

Duplex Dwelling that later became a part of the Alpine Retreat @ Park City Condominium, and are both owned by the Applicant.

The Applicant proposes a Condominium Plat Amendment to expand the upper level of Unit 5 by constructing an addition above existing single-story Unit 6 (Exhibit A). The proposed expansion will directly connect through the existing second floor of Unit 5. Unit 6 will remain a separate one floor unit. To accommodate the proposed changes, the existing vaulted ceiling in Unit 6 will be lowered. There are no changes to the existing Common or Limited Common areas proposed by the Applicant.

The existing area of Unit 5 is 1,845 square feet. The Applicant proposes to add 441 square feet of Private Ownership to the upper level. The existing upper level of Unit 5 is 852 square feet, and the proposed square footage of the upper level is 1,293 square feet. The proposed total area proposed for Unit 5 is 2,286 square feet.

The Applicant proposes no changes to the square footage of Unit 6 but will lower the vaulted ceiling height from 13.8 feet to 10 feet to accommodate the expansion of the upper level of Unit 5.

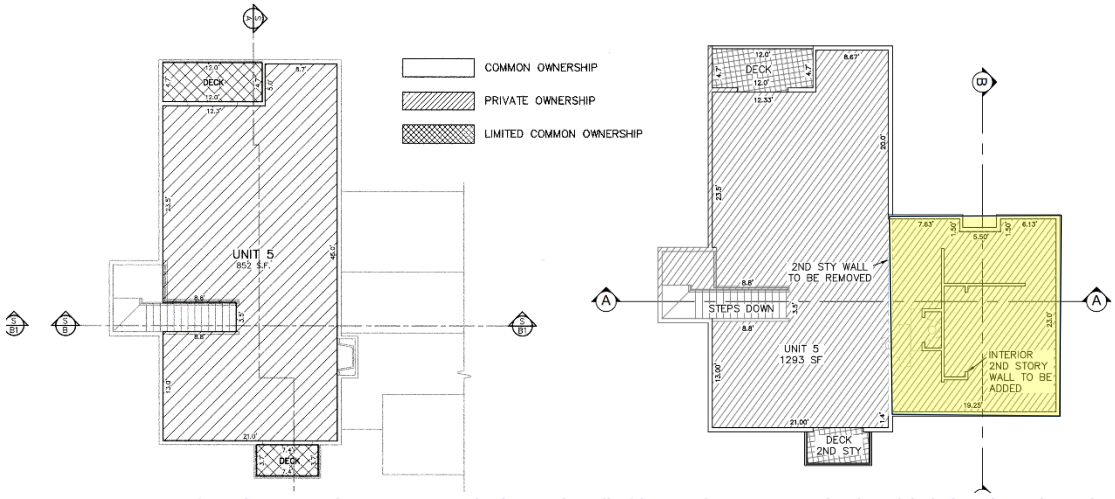


Figure 1: Upper story of Unit 5 as shown on Existing Plat (left), and Proposed Plat (right), showing the wall to be removed to expand the upper level of Unit 5 (highlighted in yellow) above the one-story Unit 6.

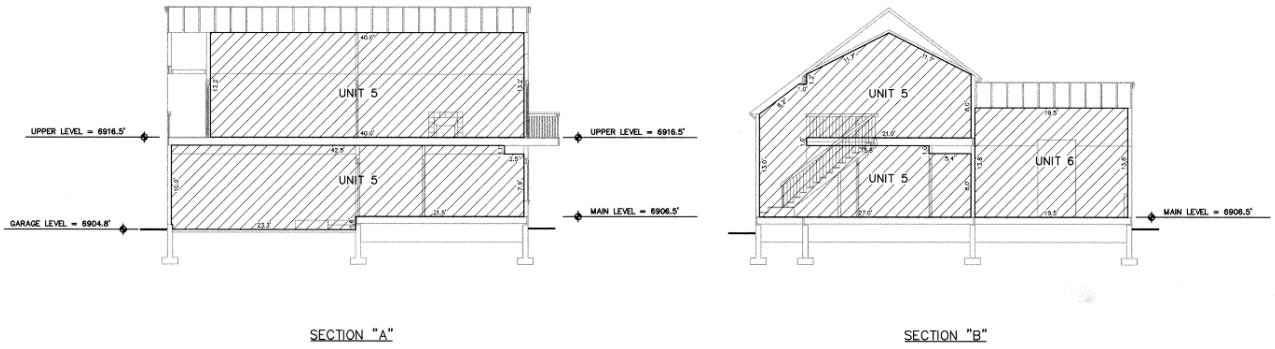


*Figure 2: Unit 5 & Unit 6 **Existing** Elevations as shown on the Existing Plat*

*Figure 1: Unit 5 & Unit 6 **Proposed** Elevations as shown on the Proposed Plat*

Figure 2: Aerial view of the Alpine Retreat @ Park City Subdivision with Park Avenue along the top and Sullivan Road along the bottom.

Figure 3: Unit 6 (existing one-story) is on the left. Unit 5 (existing two-story) is on the right.

Figure 4: Aerial view of Unit 6 and Unit 5.

Background

The proposal is the second amendment to the Alpine Retreat @ Park City condominium plat.

- On April 26, 2001, the City Council passed Ordinance No. 01-12, approving the Alpine Retreat @ Park City, a condominium plat with six units, including two Significant Historic Structures, 1266 and 1274 Park Avenue (Minutes).
- Alpine Retreat @ Park City Condominium was recorded with Summit County on June 12, 2001 (Recorder # 591068) (Exhibit B).
- On July 9, 2020, the City Council adopted Ordinance No. 2020-33 approving the Alpine Retreat @ Park City Unit 1 Amended, which allowed for a rear garage for 1274 Park Avenue (Staff Report, Minutes)

Analysis

(I) The Alpine Retreat @ Park City Units 5 & 6, Amended Plat complies with LMC Chapter 15-2.4, the *Historic Residential Medium Density Zoning District requirements.*

The Alpine Retreat @ Park City is in the HRM Zoning District. The purposes of the HRM Zoning District include:

1. allow continuation of permanent residential and transient housing in original residential Areas of Park City;
2. encourage new Development along an important corridor that is Compatible with Historic Buildings and/or Structures in the surrounding Area;
3. encourage the rehabilitation of existing Historic Buildings and/or Structures;
4. encourage Development that provides a transition in Use and scale between the Historic District and the resort Developments;
5. encourage Affordable Housing;
6. encourage Development which minimizes the number of new driveways Accessing existing thoroughfares and minimizes the visibility of Parking Areas; and
7. establish specific criteria for the review of Neighborhood Commercial Uses in Historic Buildings and/or Structures along Park Avenue.[2]

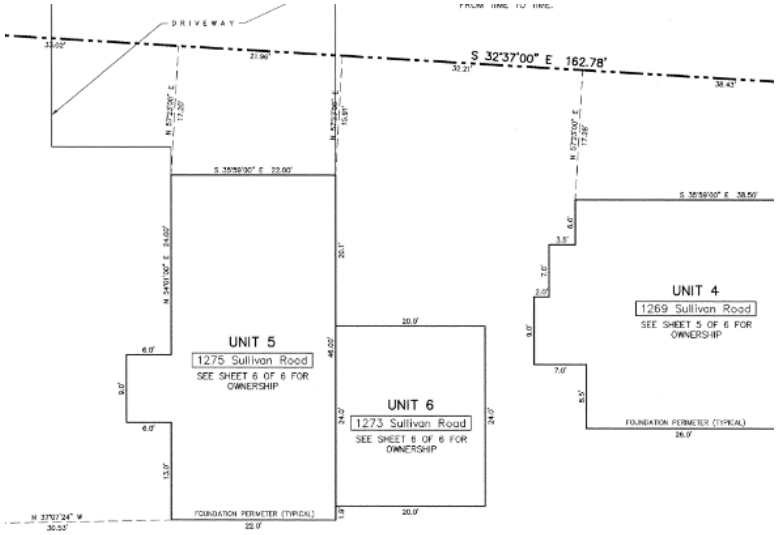
Duplexes within the HRM Zoning District must meet the following Lot and Site requirements:[3]

Requirement	Analysis of Proposal
Setbacks: Front- 15 Feet Rear- 10 Feet Side- 5 Feet	**Complies**: The setbacks of the existing Structure, as indicated on original plat to the closest property lines are: Front – 15’ 8 ½”

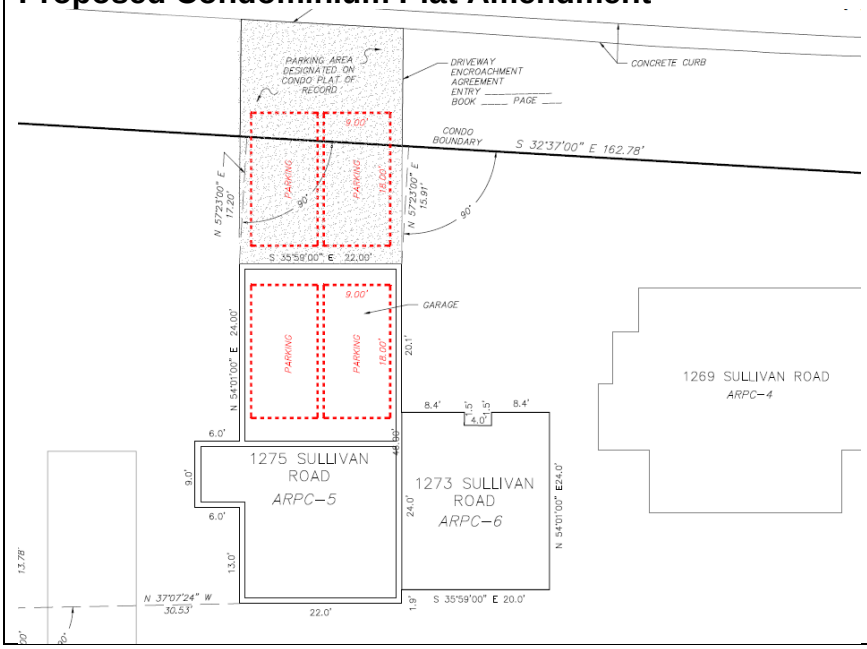
[2] LMC § 15-2.14-1
[3] LMC § 15-2.14-3

	Rear – 71’ 8 ¼” Side – 30’ 9 ¼” and 88’ 4 ¼” The proposed Plat Amendment does not increase the building footprint of the existing Structure as illustrated on the proposed plat (Exhibit A) The images below compare the existing building footprint on the original plat to the proposed plat amendment, demonstrating no change in the building footprint.

Original Plat approved in July 2020

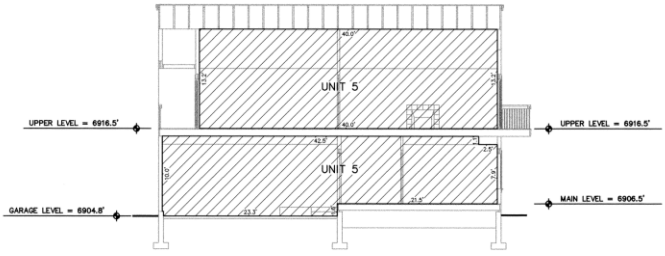


Proposed Condominium Plat Amendment

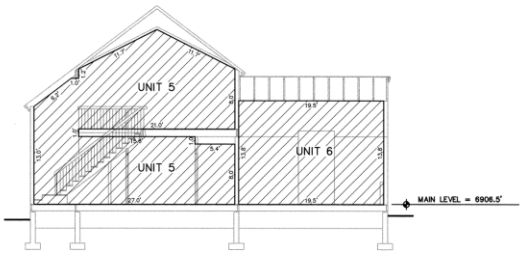


Building Height: 27’ from Existing Grade	**Non-Complying:** The existing Building Height of Unit 5 is 29.7 feet from existing grade. On March 22, 2000, Park City issued a Building Permit (B99-04877) for the Structure with a height of 29.7 feet (Exhibit G). At the time of approval 1273 and 1275 Sullivan were in the Historic Residential-1 (HR-1) Zoning District which had a maximum height of 27 feet from Existing Grade (Exhibit F). The proposed enlargement of the Structure (Unit 5 expansion) will not create a new Non-Compliance, nor will it increase the Non-Compliance of the Structure. The increase in Building Height above Unit 6 to extend the square footage of Unit 5 complies with the 27-foot maximum height from Existing Grade pursuant to LMC § 15-2.4-5 HRM Building Height. The proposed plat amendment increases the height of the portion of the Structure above existing Unit 6 from 18.6 feet to 26.5 feet above Existing Grade.

Existing elevations per the recorded plat:

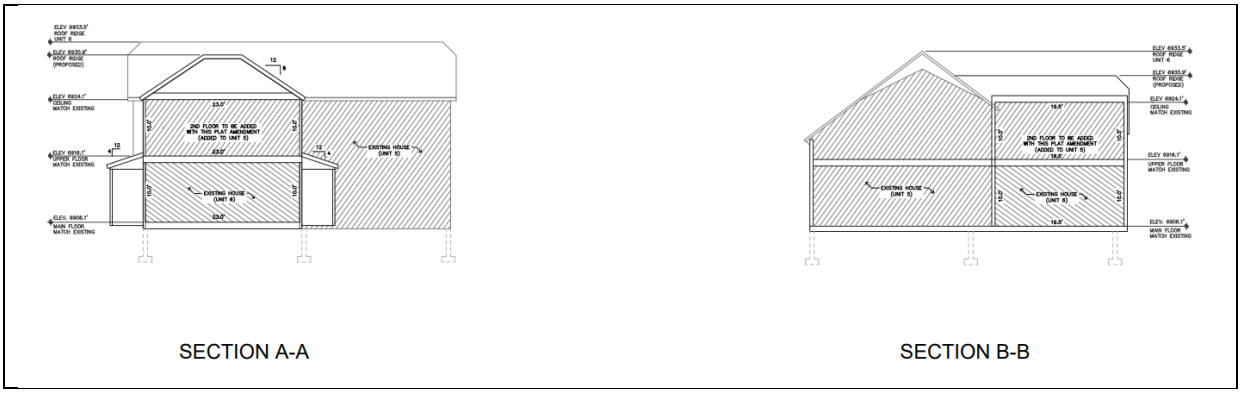


SECTION "A"



SECTION "B"

Proposed elevations per the proposed plat:



SECTION A-A

SECTION B-B

(II) The proposal complies with LMC § 15-3-6, Off-Street Parking Requirements

There are two potential parking calculations – one through the Use of the Structure as a Duplex, and one through the Use of the Structure as a Condominium. Pursuant to LMC § 15-3-6 the Use requiring the higher number of parking spaces governs.

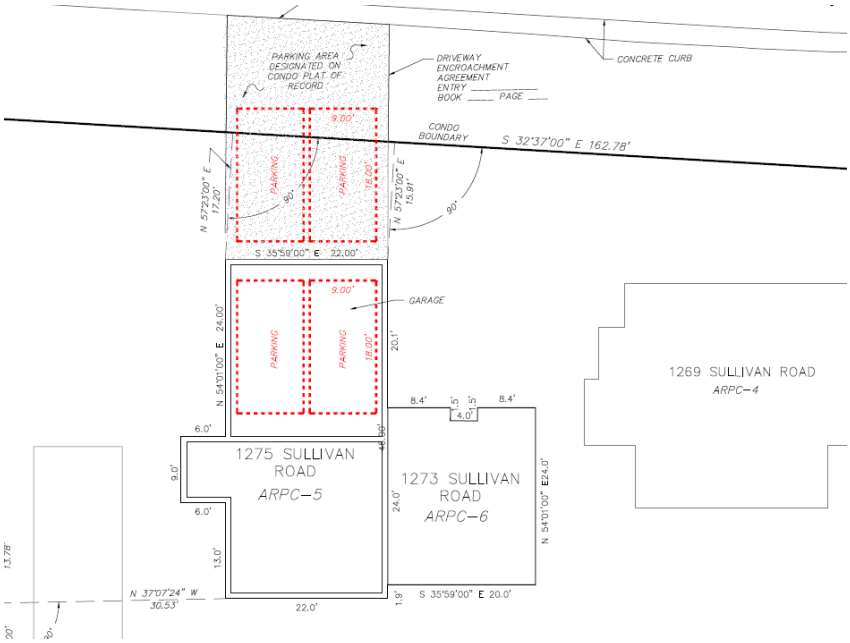
Condominium Parking Requirements – LMC § 15-3-6 requires two Parking Spaces for condominiums greater than 2,000 square feet, 1.5 Parking Spaces for condominiums greater than 1,000 square feet and less than 2,000 square feet, and one Parking Space for condominiums less than 1,000 square feet.

Unit 5 is 1,845 square feet, requiring 1.5 parking spaces. The Applicant proposes to add 441 square feet to Unit 5, bringing the total square footage to 2,286 square feet, triggering an increase of 0.5 Parking Spaces to meet the required two Parking Spaces. Unit 6 is proposed to remain 441 square feet and requires one Parking Space. In total, under the condominium requirements, Units 5 and 6 must satisfy three Parking Spaces.

Duplex Parking Requirements – LMC § 15-3-6 requires two Parking Spaces for each unit within a Duplex for a total of four Parking Spaces.

Four Parking Spaces were approved for the property in 2001 – When the Alpine Retreat @ Park City Condominium Plat was approved by the City Council on April 26, 2001, the Structure at 1273 and 1275 Sullivan was referred to as a Duplex, which (Exhibit E) requires four Parking Spaces – two Parking Spaces for each unit. The 2001 Condominium Plat was approved with two Parking Spaces in the attached garage and two tandem Parking Spaces in a driveway (pursuant to LMC § 15-2.4-11 Tandem Parking is allowed in the Historic District). However, the two tandem Parking Spaces were approved without meeting the required Parking Space dimensions.

The attached two-car garage for Units 5 and 6 satisfies two Parking Spaces. LMC § 15-3-3 requires two-car garage dimensions to be a minimum 20 feet wide by 20 feet deep. The garage is 24 feet by 21 feet and complies with the required dimensions.



Pursuant to LMC § 15-3-3(F)(1) Parking Spaces must be at least 9 feet wide by 18 feet long. The portion of the driveway that is within the Alpine Retreat @ Park City plat is 22 feet wide and 16 feet long. An additional 15 feet and 8 inches of driveway space encroaches onto City property. The area in front of the driveway on City property has been used for two Parking Spaces as approved for the Duplex since 2001. The Applicant filed an Encroachment Agreement with the Engineering Department to allow for the continued parking within City property, and staff recommends the Plat Amendment be conditioned upon approval and recordation of the Encroachment Agreement.

An alternative to approving the Plat Amendment conditioned on the Encroachment Agreement to comply with the required Parking Spaces and dimensions, the Planning Commission could consider a Condition of Approval requiring that the Applicant construct a parking pad adjacent to the garage in order to satisfy the required third and fourth Parking Spaces.

(III) The proposal complies with LMC § 15-7.1-3(B), Plat Amendment

Changes to platted elements, including conversion of Common Area/Limited Common Area within a condominium requires a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7-1.6 and approval shall require a finding of Good Cause.

LMC § 15-15-1 defines Good Cause as “Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design,

utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community."

Staff finds Good Cause for this plat amendment because this amendment does not create any non-conformities or change the Building Footprint of the existing Structure. The amendment will remain compliant with the parking requirements for the HRM Zoning District and is consistent with original approvals. No Public Street, Right of Way, or easement has been vacated or amended.

(VI) The Development Review Committee reviewed this proposal on July 16, 2024, and does not require any Conditions of Approval.[4]

Department Review

The Planning Department and City Attorney's Office reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on September 25, 2024. Staff mailed courtesy notice to property owners within 300 feet on September 25, 2024. The *Park Record* published notice on September 25.[5]

Public Input

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

Alternatives

- The Planning Commission may approve the Alpine Retreat @ Park City Units 5 & 6, Amended Plat;
- The Planning Commission may deny the Alpine Retreat @ Park City Units 5 & 6, Amended Plat and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Final Action Letter
Attachment 1: Proposed Plat Amendment
Exhibit B: Alpine Retreat @ Park City Recorded Plat
Exhibit C: HOA Approval Letters
Exhibit D: Proposed Plans
Exhibit E: April 21, 2001, Staff Report

[4] The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).
[5] LMC § 15-1-21

Exhibit F: Interim Land Management Code HR-1 Zoning District, 1999
Exhibit G: Approved Building Permit, 2000

Planning Department

October 9, 2024

Lisa Mittnacht
106 Blue Heron Pond Rd
Johns Island, SC 29455

CC: Park City Surveying

NOTICE OF PLANNING DEPARTMENT ACTION

Description

Address:	1273 and 1275 Sullivan Road
Zoning District:	Historic Residential Medium Density
Application:	Condominium Plat Amendment
Project Number:	PL-24-06182
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	October 9, 2024
Project Summary:	The Applicant proposes a Plat Amendment to add a second story room above existing single-story Unit 6, to expand the floor area of Unit 5 by 441 square feet. The second-floor room will directly connect and access through the existing second floor room of Unit 5. Unit 6 will remain a one floor unit as currently existing. The existing vaulted ceiling in Unit 6 will be lowered. There are no changes to the existing Common or Limited Common areas proposed by the Applicant

Action Taken

On August 14, 2024, the Planning Commission conducted a public hearing and approved the Alpine Retreat @ Park City Units 5 and 6, Amended plat according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On April 26, 2001, the City Council passed Ordinance No. 01-12, approving the Alpine Retreat @ Park City, a condominium plat with six units, including two Significant Historic Structures, 1266 and 1274 Park Avenue.

2. Alpine Retreat @ Park City condominium was recorded with Summit County on June 12, 2001 (Recorder # 591068).
3. On July 9, 2020, the City Council adopted Ordinance No. 2020-33 approving the Alpine Retreat @ Park City Unit 1 Amended, which allowed for a garage addition for 1274 Park Avenue
4. The six units in the Alpine Retreat @ Park City range in size from 441 square feet to 1,945 square feet. Unit 5 and Unit 6 are in the same Structure and were approved as a Duplex, which later became part of the Alpine Retreat @ Park City Condominium.
5. The Applicant proposes a second amendment to the Condominium Plat to construct a 441-square-foot addition above Unit 6 to increase Unit 5, from an overall floor area of 1,845 square feet to 2,286 square feet. The existing upper level of Unit 5 is 852 square feet, the proposed square footage of the upper level is 1,293 square feet. The Applicant proposes no changes to the square footage of Unit 6, though the ceiling height will be reduced to accommodate the expansion of Unit 5.
6. Alpine Retreat @ Park City is located in the Historic Residential Medium Density (HRM) Zoning District.
7. The Alpine Retreat @ Park City Units 5 and 6, Amended Plat complies with LMC Chapter 15-2.4, the Historic Residential Medium Density Zoning District requirements.
8. The existing Building Height of Unit 5 is 29.7 feet from existing grade. On March 22, 2000, Park City issued a Building Permit (B99-04877) for the Structure with a height of 29.7 feet.
9. At the time of approval 1273 and 1275 Sullivan were in the Historic Residential-1 (HR-1) Zoning District which had a maximum height of 27 feet from Existing Grade.
10. The Non-Complying Building Height will not be expanded and the proposed expansion of the Building Height above Unit 6 to extend the square footage of Unit 5 must comply with the 27-foot maximum from Existing Grade pursuant to LMC § 15-2.4-5. The proposed plat amendment increases the height of the portion of the Structure above existing Unit 6 from 18.6 feet to 26.5 feet above Existing Grade.
11. There are two potential parking calculations -- one through the Use of the Structure as a Duplex, and one through the Use of the Structure as a

Condominium. Pursuant to LMC § 15-3-6 the Use requiring the higher number of parking spaces governs.

12. LMC § 15-3-6 requires two Parking Spaces for condominiums greater than 2,000 square feet, 1.5 Parking Spaces for condominiums greater than 1,000 square feet and less than 2,000 square feet, and one Parking Space for condominiums less than 1,000 square feet.
13. Unit 5 is 1,845 square feet, requiring 1.5 parking spaces. The Applicant proposes to add 441 square feet to Unit 5, bringing the total square footage to 2,286 square feet, triggering an increase of 0.5 Parking Spaces for two Parking Spaces. Unit 6 is proposed to remain 441 square feet and requires one Parking Space. In total, under the condominium requirements, Units 5 and 6 must satisfy three Parking Spaces.
14. LMC § 15-3-6 requires two Parking Spaces are required for each Dwelling Unit within a Duplex for a total of four Parking Spaces.
15. When the Alpine Retreat @ Park City Condominium Plat was approved by the City Council on April 26, 2001, the Structure at 1273 and 1275 Sullivan was referred to as a Duplex (Exhibit E). A Duplex at the time required four Parking Spaces – two Parking Spaces for each unit. The 2001 Condominium Plat was approved with two Parking Spaces in the attached garage and two tandem Parking Spaces in a driveway (pursuant to LMC § 15-2.4-11 Tandem Parking is allowed in the Historic District). However, the two tandem Parking Spaces were approved without meeting the required Parking Space dimensions.
16. The attached two-car garage for Units 5 and 6 satisfies two Parking Spaces. LMC § 15-3-3 requires two-car garage dimensions to be 20 feet wide by 20 feet deep. The garage is 24 feet by 21 feet and complies with the required dimensions.
17. Pursuant to LMC § 15-3-3(F)(1) Parking Spaces must be at least 9 feet wide by 18 feet long. The portion of the driveway that is within the Alpine Retreat @ Park City plat is 22 feet wide and 16 feet long. An additional 15 feet and 8 inches of driveway space encroaches onto City property. The area in front of the driveway on City property has been used as parking as approved for the Duplex since 2001. The Applicant filed an Encroachment Agreement with the Engineering Department to allow for the continued parking within City property, and staff recommends the Plat Amendment be conditioned upon approval and recordation of the Encroachment Agreement.

18. The Applicant has filed an Encroachment Agreement with the Engineering Department. The proposal complies with LMC § 15-7.1-3(B), Plat Amendment
19. Changes to platted elements including conversion of Common Area/Limited Common Area within a condominium requires a Plat Amendment.
20. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7-1.6 and approval shall require a finding of Good Cause.
    a. LMC § 15-15-1 defines Good Cause as "[Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community."
    b. Staff finds Good Cause for this plat amendment because this amendment does not create any non-conformities or change the Building Footprint of the existing Structure. The amendment will remain compliant with the parking requirements for the HRM Zoning District and is consistent with original approvals. No Public Street, Right of Way, or easement has been vacated or amended.

Conclusions of Law

1. There is Good Cause for this plat amendment.
2. The Plat Amendment is consistent with Land Management Code § 15-7.1-3(B), § 15-7.1-6, and Chapter 15-2.4 Historic Residential Medium Density Zoning District.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Applicant must record and Encroachment Agreement with the Engineering Department to satisfy the required parking requirements for the Structure.

2. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, the Conditions of Approval prior to recordation of the plat.
3. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

If you have questions or concerns regarding this Final Action Letter, please call (435) 640 – 8683 or email meredith.covey@parkcity.org

Sincerely,

Sarah Hall
Planning Commission Chair

CC: Meredith Covey

Attachment 1: Proposed Plat

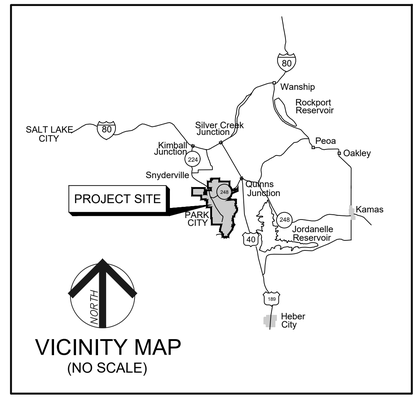
ALPINE RETREAT @ PARK CITY UNITS 5 & 6 AMENDED

A UTAH CONDOMINIUM PROJECT
LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

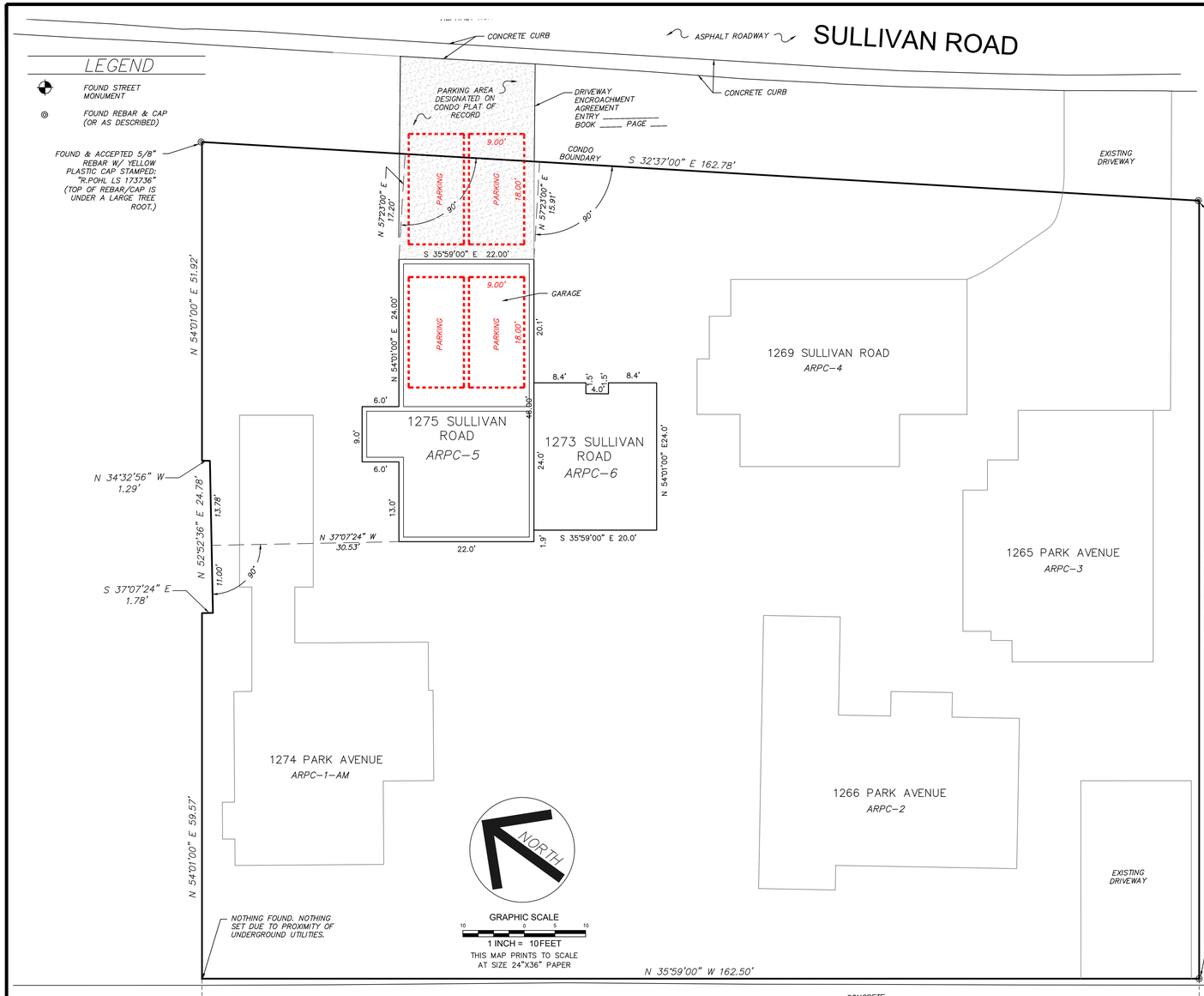
06/29/2024
SUBMISSION TO PARK CITY PLANNING

07/26/2024
EDITS (VIA CO. SURVEYOR) MADE BY PARK CITY SURVEYING

09/16/2024
ADDED PROPOSED ROOF ELEVATIONS OVER UNIT 5.



VICINITY MAP
(NO SCALE)



LEGAL DESCRIPTION
UNIT 5 AND UNIT 6 OF "ALPINE RETREAT @ PARK CITY", ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

UNIT 5 AND UNIT 6, CONTAINED WITHIN "ALPINE RETREAT @ PARK CITY", A UTAH CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED JUNE 12, 2001 AS ENTRY NO. 591068 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF CONDOMINIUM RECORDED JUNE 12, 2001 AS ENTRY NO. 501069 IN BOOK 1376 AT PAGE 780 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED), RECORDS OF SUMMIT COUNTY, UTAH.

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

PLAT NOTES

1. LOCATED WITHIN: ALPINE RETREAT @ PARK CITY
2. THIS PLAT REPRESENTS AN AMENDMENT OF UNIT 5 AND UNIT 6.
3. "ALPINE RETREAT @ PARK CITY" ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, RECORDATION NUMBER 591068.
4. THIS PLAT CREATES NEW PRIVATE AREA IN SECOND FLOOR OF SAID UNIT 5, AS SHOWN HEREON. UNIT 6 WILL REMAIN A ONE-STORY GROUND-LEVEL UNIT AND THE SECOND STORY ADDITION TO UNIT 5 WILL ACCESS THROUGH THE SECOND STORY OF EXISTING UNIT 5.
5. ADDITIONAL UNITS AND EASEMENTS ARE SHOWN HEREON FOR REFERENCE ONLY. FOR INFORMATION ON ANY EASEMENT OR LOT OTHER THAN UNIT 5 OR 6, PLEASE SEE THE OFFICIAL PLAT "ALPINE RETREAT @ PARK CITY" ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, RECORDATION NUMBER 591068.
6. ALL BEARINGS AND DISTANCES SHOWN ARE THE EQUIVALENT OF RECORD, UNLESS NOTED OTHERWISE.
7. ALL CONDITIONS OF APPROVAL OF ALPINE RETREAT @ PARK CITY, A UTAH CONDOMINIUM SHALL CONTINUE TO APPLY.
8. THIS PLAT AMENDMENT IS SUBJECT TO THE FINAL ACTION BY THE CITY PLANNING COMMISSION AND ORDINANCE _____.
9. SITE PLANS AND BUILDING DESIGN MUST RESOLVE SNOW RELEASE ISSUES TO THE SATISFACTION OF THE CHIEF BUILDING OFFICIAL.
10. SEE RECORD OF SURVEY AND EXISTING CONDITIONS MAP PERFORMED BY PARK CITY SURVEYING AND DATED JUNE 17, 2024.

NOTES FROM ORIGINAL PLAT

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY LLOYD DESIGN GROUP ARCHITECTS.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL UNIT EXTERIOR WALLS ARE 0.5 FEET THICK ALL GARAGE LEVEL WALL ARE 0.67 FEET THICK.
4. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
5. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
6. BENCHMARK: SEE SHEET 1 OF 6 FOR LOCATION AND ELEVATION.
7. ALL FLOOR ELEVATIONS ARE ABOVE SEA LEVEL
8. UNLESS OTHERWISE INDICATED ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
10. ALPINE RETREAT @ PARK CITY IS SERVICED BY A PRIVATE COMMON SEWER LATERAL. THE ALPINE RETREAT OWNER'S ASSOCIATION IS SOLELY RESPONSIBLE FOR THAT LATERAL.
11. UNITS 1 AND 2 HAVE INDIVIDUAL SEWER LATERALS, UNITS 3, 4, 5, AND 6 ARE SERVICED BY ONE COMMON SEWER LATERAL.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, LISA A. MITTNACHT, REPRESENTATIVE OF PISTACHIO LLC, A UTAH LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED UNITS, TO BE KNOWN HEREAFTER AS THE ALPINE RETREAT @ PARK CITY UNITS 5 & 6 AMENDED, DO HEREBY CERTIFY THAT I HAVE CAUSED THIS PLAT TO BE PREPARED, AND DO HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

_____
LISA MITTNACHT
REPRESENTATIVE
PISTACHIO, LLC, A UTAH LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, LISA A. MITTNACHT, REPRESENTATIVE OF PISTACHIO LLC, A UTAH LIMITED LIABILITY COMPANY, 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 THAT SHE IS THE OWNER OF UNITS 5 & 6, AND THAT SAID DOCUMENT WAS SIGNED BY HER, AND SHE ACKNOWLEDGED TO ME THAT SHE EXECUTED THIS "ALPINE RETREAT @ PARK CITY UNITS 5 & 6 AMENDED" PLAT AMENDMENT.

SIGNATURE _____

A NOTARY PUBLIC COMMISSIONED IN _____

PRINTED NAME _____

RESIDING IN _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER _____

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, OF SANDY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 8910903, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH.

I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER, I HAVE PERFORMED A SURVEY OF "UNIT 5 & 6" AND LOT "COMMON AREA", AS SHOWN AND DESCRIBED HEREON, AND HAVE MADE A PLAT AMENDMENT HEREAFTER TO BE KNOWN AS "ALPINE RETREAT @ PARK CITY UNITS 5 & 6 AMENDED" AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND.

I FURTHER CERTIFY THAT THIS PLAT AMENDMENT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.

PROFESSIONAL LAND SURVEYOR
No. 8910903
MARTINA NELSON
09/16/2024
STATE OF UTAH

FOR SUBMISSION NOT FOR RECORDATION

MARTINA NELSON
P.L.S. 8910903

SHEET 1 OF 2
09-16-2024

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PARK CITY PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL & ACCEPTANCE	CERTIFICATE OF ATTEST	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 20___.	APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 20___.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 20___.	APPROVED AS TO FORM THIS _____ DAY OF _____, 20___.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ___ DAY OF _____, 20___.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 20___	APPROVED THIS _____ DAY OF _____, 20___.	ENTRY NUMBER: _____ BOOk _____ PAGE: _____ STATE OF UTAH, COUNTY OF _____ DATE: _____ TIME: _____ FEE PAID: _____ RECORDED AND FILED AT THE REQUEST OF:
_____ S.B.W.R.D. REPRESENTATIVE	_____ PLANNING COMMISSION CHAIRMAN	_____ PARK CITY ENGINEER	_____ PARK CITY ATTORNEY	_____ PARK CITY MAYOR	_____ PARK CITY RECORDER	_____ BY: JEFF WARD, GIS DIRECTOR SUMMIT COUNTY GIS COORDINATOR	_____ COUNTY RECORDER:

D:\Park City Surveying Dropbox\Park City Surveying Team Folder\2Drive\SYSOUTDOWN\Snyders Addition\Lots\ALPINE\ 5-6 PLAT AMENDMENT 09-16-2024.dwg, 1, 9/16/2024 1:20:48 PM

ALPINE RETREAT @ PARK CITY UNITS 5 & 6 AMENDED

A UTAH CONDOMINIUM PROJECT
LOCATED WITHIN THE NORTHWEST QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
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EDITS (VIA CO. SURVEYOR) MADE BY PARK CITY SURVEYING

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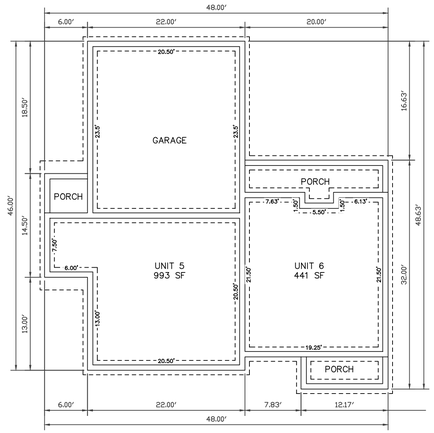
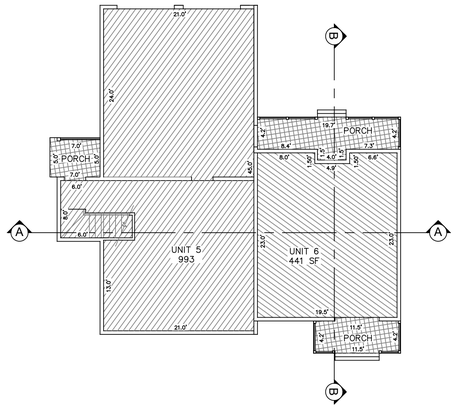
ADDED PROPOSED ROOF ELEVATIONS OVER UNIT 5.

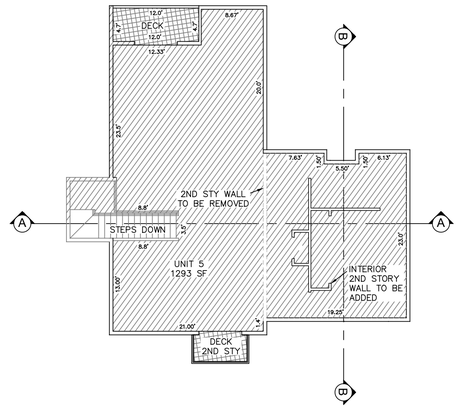
FLOOR PLANS



FOUNDATION



MAIN LEVEL



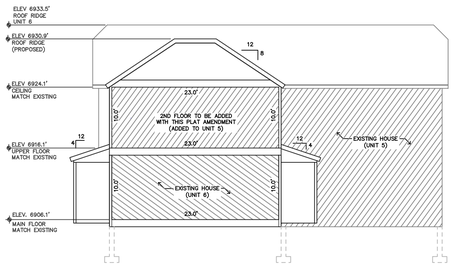
UPPER LEVEL

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP

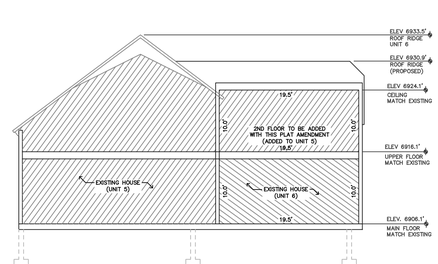
BUILDING SECTIONS

NOTES FROM ORIGINAL PLAT (ALPINE RETREAT @ PARK CITY)

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY LLOYD DESIGN GROUP ARCHITECTS.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL UNIT EXTERIOR WALLS ARE 0.5 FEET THICK ALL GARAGE LEVEL WALL ARE 0.67 FEET THICK.
4. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
5. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
6. BENCHMARK: SEE SHEET 1 OF 6 FOR LOCATION AND ELEVATION.
7. ALL FLOOR ELEVATIONS ARE ABOVE SEA LEVEL.
8. UNLESS OTHERWISE INDICATED ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
10. ALPINE RETREAT @ PARK CITY IS SERVICED BY A PRIVATE COMMON SEWER LATERAL. THE ALPINE RETREAT OWNER'S ASSOCIATION IS SOLELY RESPONSIBLE FOR THAT LATERAL.
11. UNITS 1 AND 2 HAVE INDIVIDUAL SEWER LATERALS, UNITS 3, 4, 5, AND 6 ARE SERVICED BY ONE COMMON SEWER LATERAL.



SECTION A-A



SECTION B-B

GRAPHIC SCALE
10 0 5 10
1 INCH = 10 FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

SHEET 2 OF 2
09/16/2024

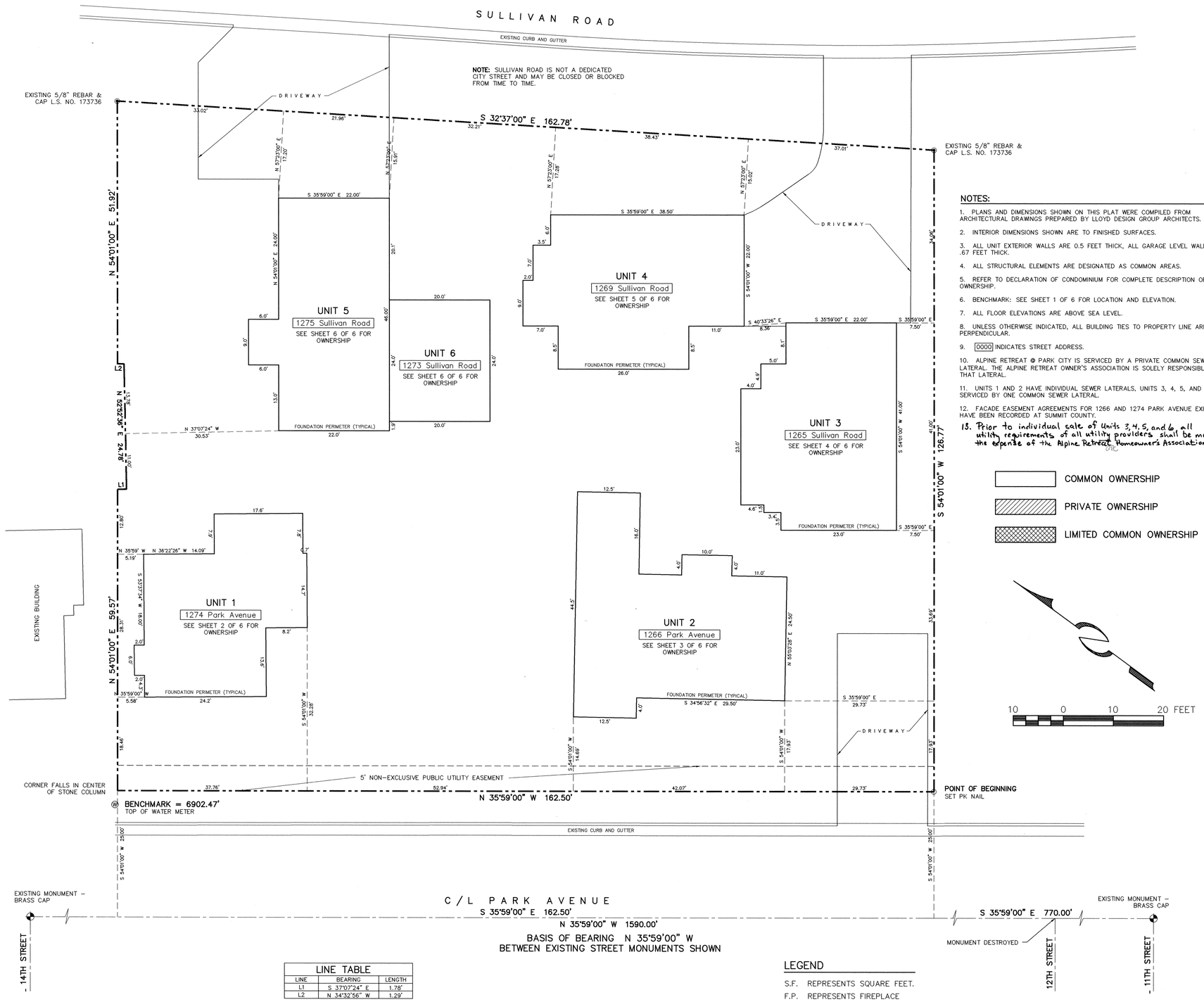
Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

RECORDED

ENTRY NUMBER: _____
BOOK _____ PAGE: _____
STATE OF UTAH, COUNTY OF _____
DATE: _____ TIME: _____
FEE PAID: _____
RECORDED AND FILED AT THE REQUEST OF:

_____
COUNTY RECORDER:

D:\Park City Surveying Dropbox\Park City Surveying Team Folder\ZDrive\GIS\OLDTOWN\Geyden Addition\Lots\ALPINE 5-6 PLAT AMENDMENT 09-16-2024.dwg, 2, 9/16/2024 3:20:50 PM



NOTES:

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8. UNLESS OTHERWISE INDICATED, ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
9. 0000 INDICATES STREET ADDRESS.
10. ALPINE RETREAT @ PARK CITY IS SERVICED BY A PRIVATE COMMON SEWER LATERAL. THE ALPINE RETREAT OWNER'S ASSOCIATION IS SOLELY RESPONSIBLE FOR THAT LATERAL.
11. UNITS 1 AND 2 HAVE INDIVIDUAL SEWER LATERALS, UNITS 3, 4, 5, AND 6 ARE SERVICED BY ONE COMMON SEWER LATERAL.
12. FACADE EASEMENT AGREEMENTS FOR 1266 AND 1274 PARK AVENUE EXIST AND HAVE BEEN RECORDED AT SUMMIT COUNTY.
13. Prior to individual sale of Units 3, 4, 5, and 6 all utility requirements of all utility providers shall be met at the expense of the Alpine Retreat Homeowner's Association.

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 37°07'24" E	1.78'
L2	N 34°32'56" W	1.29'

LEGEND

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

SURVEYOR'S CERTIFICATE

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

Robert W. Pohl L.S. 173736 — Date 5/18/2001

STATE OF UTAH — ROBERT W. POHL — NO. 173736 — 5/18/2001 — PROFESSIONAL LAND SURVEYOR

BOUNDARY DESCRIPTION

Beginning at an existing street monument in the intersection of Park Avenue and 11th Street; thence North 35° 59' 00" West, a distance of 770.00 feet along the center line of said Park Avenue, (Basis of bearing being North 35° 59' 00" West along the said Park Avenue center line between the said street monument at the intersection of Park Avenue and 11th Street and the street monument at the intersection of said Park Avenue and 14th Street); thence leaving said center line North 54° 01' 00" East, a distance of 25.00 feet to the Southwest corner of Lot 1, Boyle Property Plat Amendment, recorded August 19, 1999 as entry No. 546935, according to the official plat thereof on file and of record in the Summit County Recorders Office, said point being the TRUE POINT OF BEGINNING; thence along the Westerly line of said plat North 35° 59' 00" West, a distance of 162.50 feet; thence along the Northwesterly line of said plat, North 54° 01' 00" East, a distance of 59.57 feet; thence leaving said line South 37° 07' 24" East, a distance of 1.78 feet; thence North 52° 52' 36" East, a distance of 24.78 feet; thence North 34° 32' 56" West, a distance of 1.29 feet to the Northwesterly line of the said Boyle Property Plat Amendment; thence along said line North 54° 01' 00" East, a distance of 51.92 feet; thence along the Easterly line of said plat South 32° 37' 00" East, a distance of 162.78 feet; thence along the Southerly line of said plat South 54° 01' 00" West, a distance of 126.77 feet to the point of beginning. Contains 0.49 acres more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

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

In witness whereof, the undersigned has set its hand on this _____ day of _____, 2001.

ALPINE RETREAT @ PARK CITY, L.L.C., a Utah Limited Liability Company

By Gary D. Boyle
Gary D. Boyle, member

By Sue E. Boyle
Sue E. Boyle, member

ACKNOWLEDGMENT

State of Utah)
) ss:
County of Summit)

On the 21 day of May, 2001, personally appeared before me the undersigned Notary Public in and for the said State and County, Gary D. Boyle, who after being duly sworn, acknowledged to me that he is a member of Alpine Retreat @ Park City, L.L.C., a Utah Limited Liability Company, the owner of the herein described tract of land, and that the foregoing instrument was signed on behalf of said limited liability company by authority of it's Articles of Organization or it's Operating Agreement.

Darlene Z. White
Notary Public
My commission expires: 11-14-02

NOTARY PUBLIC Darlene Z. White 2800 Homestead Rd. Park City, Utah 84098 My Commission Expires November 14, 2002 STATE OF UTAH

ACKNOWLEDGMENT

State of Utah)
) ss:
County of Summit)

On the 21 day of May, 2001, personally appeared before me the undersigned Notary Public in and for the said State and County, Sue E. Boyle, who after being duly sworn, acknowledged to me that she is a member of Alpine Retreat @ Park City, L.L.C., a Utah Limited Liability Company, the owner of the herein described tract of land, and that the foregoing instrument was signed on behalf of said limited liability company by authority of it's Articles of Organization or it's Operating Agreement.

Darlene Z. White
Notary Public
My commission expires: 11-14-02

NOTARY PUBLIC Darlene Z. White 2800 Homestead Rd. Park City, Utah 84098 My Commission Expires November 14, 2002 STATE OF UTAH

RECORD OF SURVEY MAP

ALPINE RETREAT @ PARK CITY

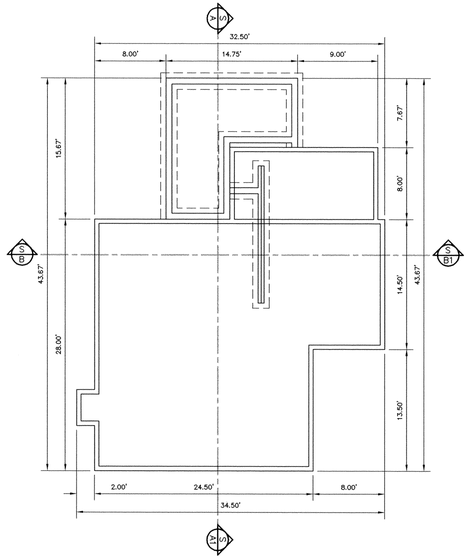
A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

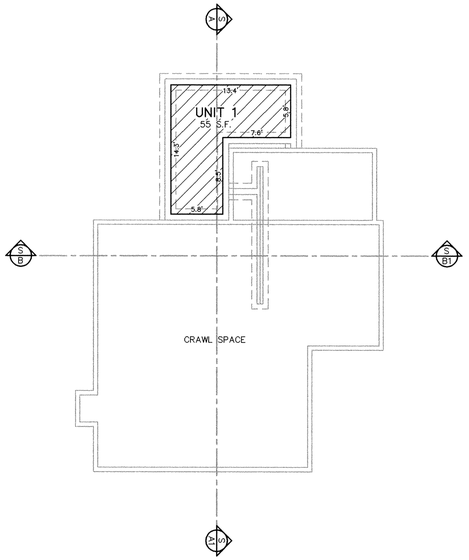
Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City.

JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP1

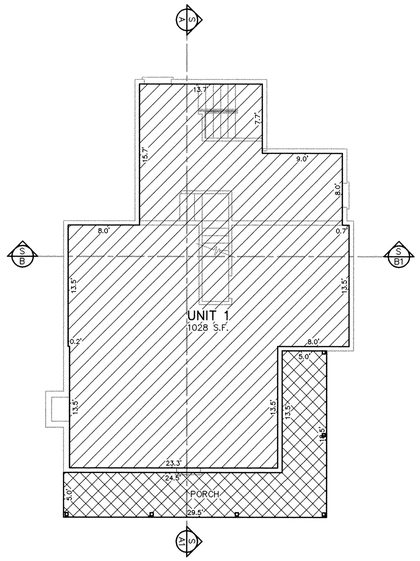
PARK CITY SURVEYING, INC.	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. Box 3003 PARK CITY, UTAH 84060 (435) 649-2918	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS 21 DAY OF May, 2001 A.D. BY _____ S.B.S.I.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 23rd DAY OF May, 2001 A.D. BY _____ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 31ST DAY OF MAY, 2001 A.D. BY Eric W. Ellerbeck PE PARK CITY ENGINEER	APPROVED AS TO FORM THIS 1ST DAY OF JUNE, 2001 A.D. BY Timothy C. Tuxedowski PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 26 DAY OF APRIL, 2001 A.D. BY _____ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 26TH DAY OF APRIL, 2001 A.D. BY _____ MAYOR	#591068 STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF Associated Title DATE 6/12/01 TIME 15:54 BOOK — PAGE — $186.00 FEE RECORDER



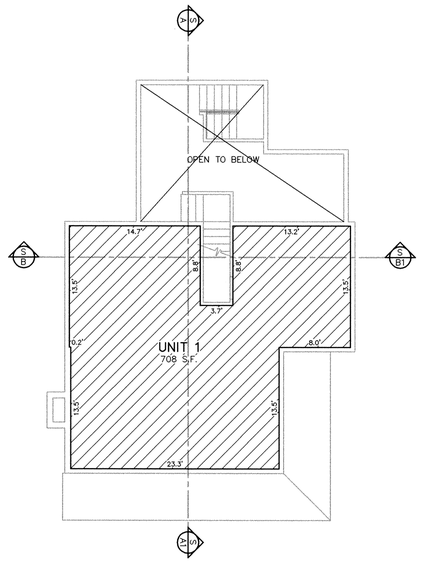
FOUNDATION



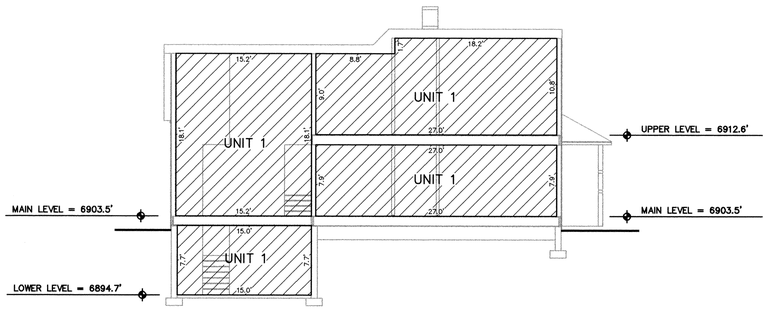
LOWER LEVEL



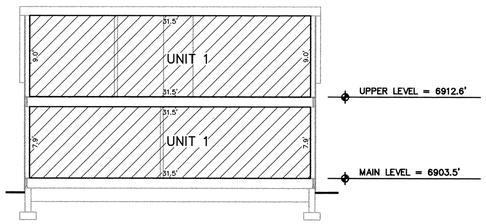
MAIN LEVEL



UPPER LEVEL



SECTION "A"



SECTION "B"

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

LEGEND

S.F. REPRESENTS SQUARE FEET.

F.P. REPRESENTS FIREPLACE

NOTES:

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12. FACADE EASEMENT AGREEMENTS FOR 1266 AND 1274 PARK AVENUE EXIST AND HAVE BEEN RECORDED AT SUMMIT COUNTY.

UNIT 1

8 0 8 16 FEET

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	1	2	3	4	5	6
UPPER LEVEL	708	0	852	847	852	0
MAIN LEVEL	1028	1229	1093	1093	993	441
LOWER LEVEL	55	498	0	0	0	0
TOTAL	1791	1727	1945	1940	1845	441

RECORD OF SURVEY MAP

ALPINE RETREAT @ PARK CITY

A UTAH CONDOMINIUM PROJECT

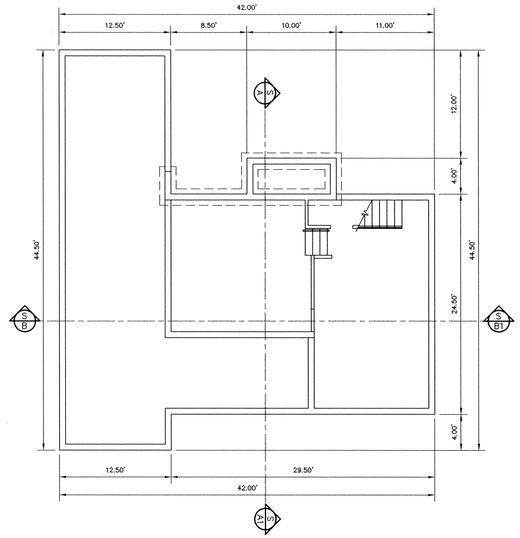
LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City.

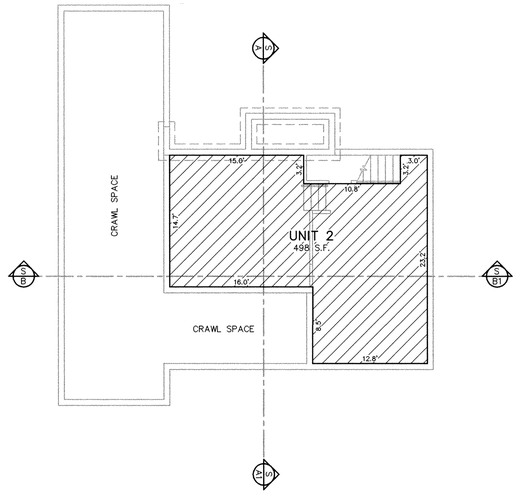
JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP2

#591068 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF Associated Title
DATE 6/12/2001 TIME 15:54 BOOK ___ PAGE ___
$186.00 FEE
RECORDER

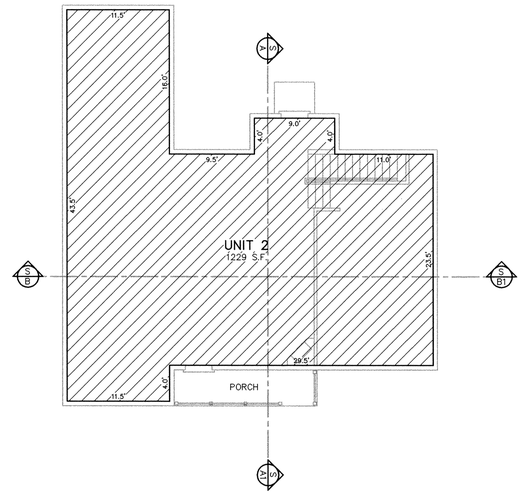
Alpine Retreat



FOUNDATION



LOWER LEVEL



MAIN LEVEL

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

SECTION "A"

SECTION "B"

LEGEND

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F.P. REPRESENTS FIREPLACE

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UNIT 2

8 0 8 16 FEET

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	1	2	3	4	5	6
UPPER LEVEL	708	0	852	847	852	0
MAIN LEVEL	1028	1229	1093	1093	993	441
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TOTAL	1791	1727	1945	1940	1845	441

RECORD OF SURVEY MAP

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A UTAH CONDOMINIUM PROJECT

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JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP3

591068 RECORDED

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

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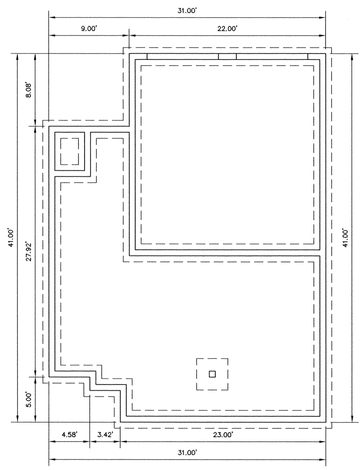
$186.00 FEE

Alan Spriggs RECORDER

Alpine Retreat



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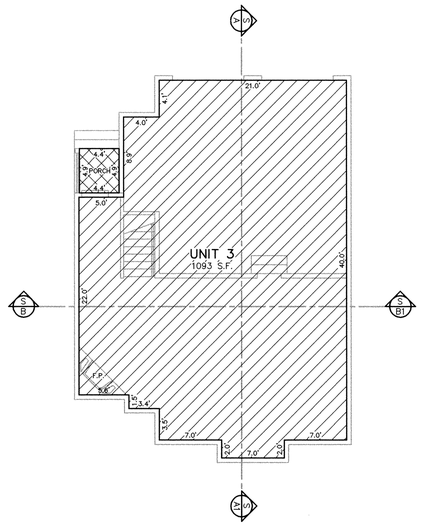

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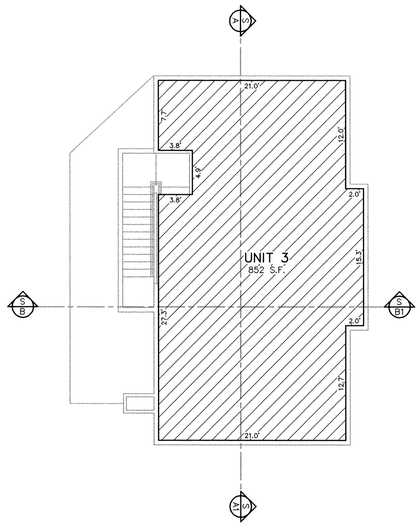

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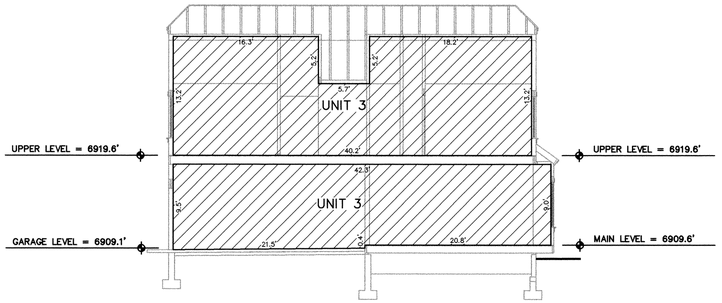
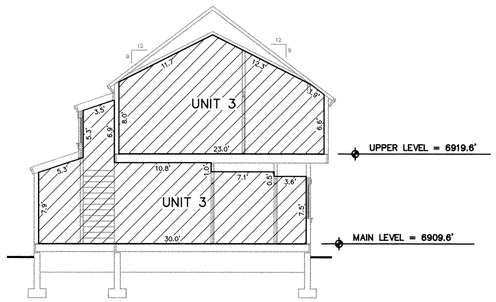


SECTION "A"



SECTION "B"

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

LEGEND

S.F. REPRESENTS SQUARE FEET.

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UNIT 3

8 0 8 16 FEET

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	1	2	3	4	5	6
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MAIN LEVEL	1028	1229	1093	1093	993	441
LOWER LEVEL	55	498	0	0	0	0
TOTAL	1791	1727	1945	1940	1845	441

RECORD OF SURVEY MAP

ALPINE RETREAT @ PARK CITY

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

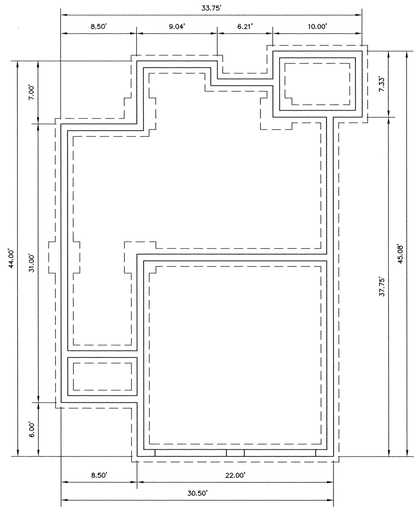
Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City.

591068 RECORDED

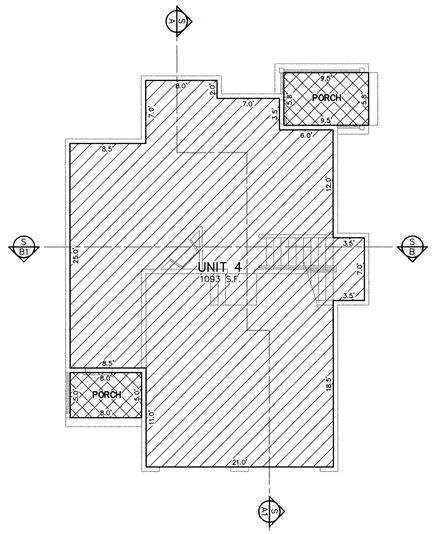
STATE OF UTAH, COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF Associated Title
DATE 6/12/2001 TIME 15:54 BOOK — PAGE —
$186.00 FEE
Adam Strong RECORDER

JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP4

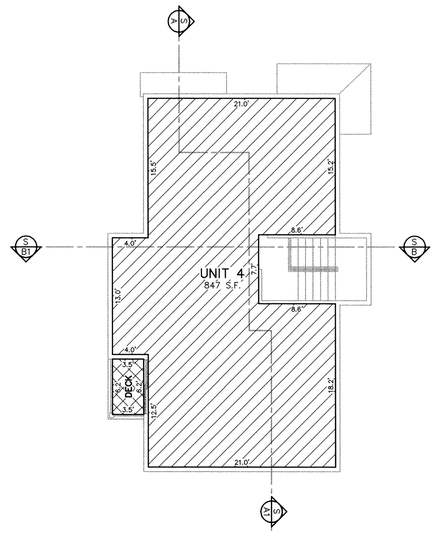
Alpine Retreat



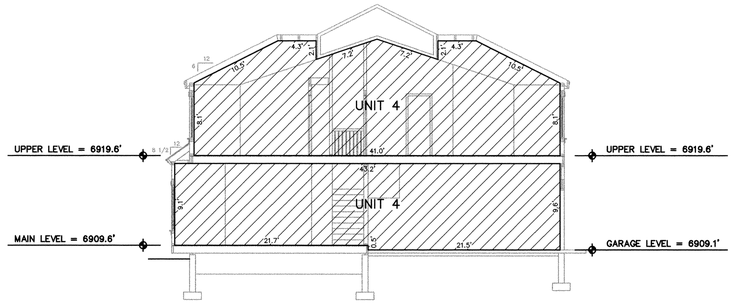
FOUNDATION



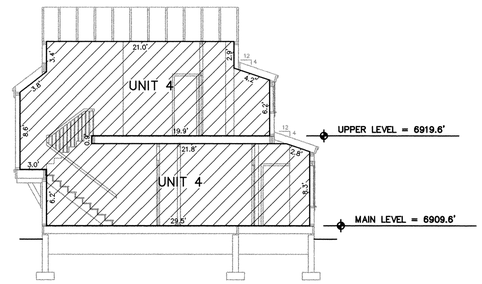
MAIN LEVEL



UPPER LEVEL



SECTION "A"



SECTION "B"

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

LEGEND

S.F. REPRESENTS SQUARE FEET.

F.P. REPRESENTS FIREPLACE

NOTES:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY LLOYD DESIGN GROUP ARCHITECTS.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL UNIT EXTERIOR WALLS ARE 0.5 FEET THICK, ALL GARAGE LEVEL WALLS ARE .67 FEET THICK.
4. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
5. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
6. BENCHMARK: SEE SHEET 1 OF 6 FOR LOCATION AND ELEVATION.
7. ALL FLOOR ELEVATIONS ARE ABOVE SEA LEVEL.
8. UNLESS OTHERWISE INDICATED, ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
9. [0000] INDICATES STREET ADDRESS.
10. ALPINE RETREAT @ PARK CITY IS SERVICED BY A PRIVATE COMMON SEWER LATERAL. THE ALPINE RETREAT OWNER'S ASSOCIATION IS SOLELY RESPONSIBLE FOR THAT LATERAL.
11. UNITS 1 AND 2 HAVE INDIVIDUAL SEWER LATERALS, UNITS 3, 4, 5, AND 6 ARE SERVICED BY ONE COMMON SEWER LATERAL.
12. FACADE EASEMENT AGREEMENTS FOR 1266 AND 1274 PARK AVENUE EXIST AND HAVE BEEN RECORDED AT SUMMIT COUNTY.

UNIT 4

8 0 8 16 FEET

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	1	2	3	4	5	6
UPPER LEVEL	708	0	852	847	852	0
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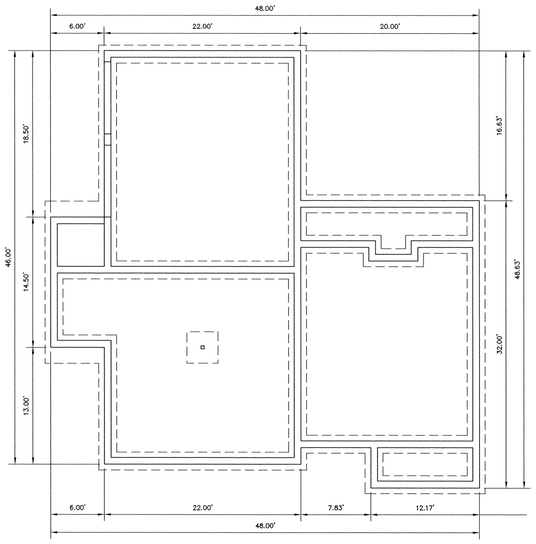

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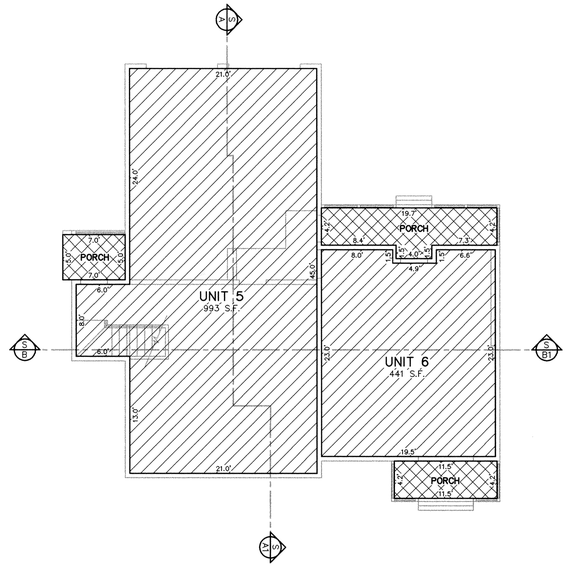
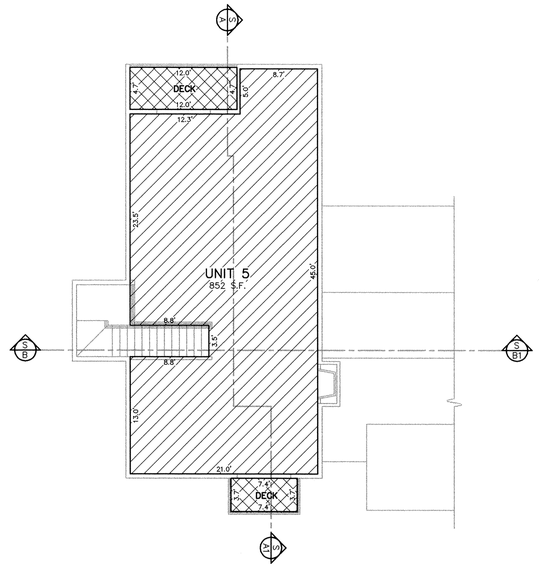
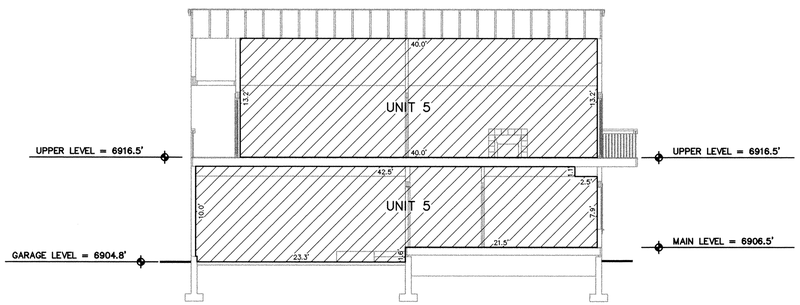


MAIN LEVEL



UPPER LEVEL



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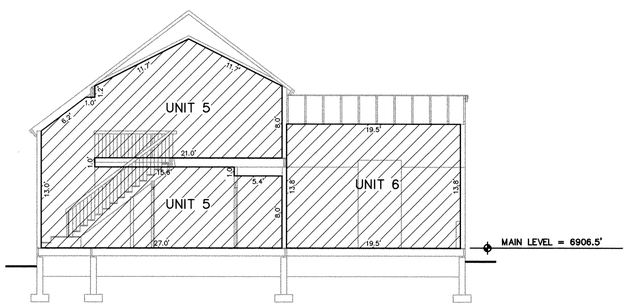

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UNITS 5 & 6

8 0 8 16 FEET

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SHEET 6 OF 6

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Alpine Retreat

HOMEOWNERS ASSOCIATION
NOTIFICATION VERIFICATION

This document shall serve as verifications that the ALPINE RETREAT
(Subdivision)

Homeowner's Association has been notified of LISA MITTNACHT
(Owner)

Intent to build at 1275 SULLIVAN RD.

(Address)

This notice is only to inform the HOA that the owner is seeking a Building permit from Park City Municipal Corporation. Park City Municipal Corporation will not notify the HOA of any modifications.

Select One:

✓ Notice received and acknowledged

HOA Representative Signature (must match registration on file) 3/4/2024 Date

NICK CARAVAGLIA
HOA representative printed name

Notice mailed and received

I hereby certify that I attempted to contact the HOA to execute the above acknowledgement and was unsuccessful. Attached is the signed return receipt of the certified letter which included a true and accurate copy of this notification.

(Owner signature and attach receipt) Lisa A. Mittnacht

Lisa A. Mittnacht
1275 Sullivan Road
Park City, UT 84060
mittlisa@gmail.com
904-710-4444
Unit 5 & Unit 6

Lisa Plane
1265 Sullivan Road, Park City, UT 84060, 408-718-7750.
Lisa.Plane@ewawest.com
Unit 3

Ashley & Braden Hopkins
1269 Sullivan Road, Park City, UT 84060, 435-659-8580.
Braden.hopkins@yahoo.com
Ashleyphopkins@icloud.com
Unit 4

Michael Montgomery
1266 Park Avenue, Park City, UT 84060, 713-591-1400 (Michael)
michael@hydrologica.com
Marlene Cogwin 713-826-5081
marlene@hydrologica.com
Unit 2

Lesley & David Beador
1274 Park Avenue, Park City, UT 84060, 949-813-7013 (Lesley); 949-290-8260 (David)
218 Emerald Bay, Laguna Beach, CA 92651
lesley@beador.com
dabeador@beador.com
Unit 1

HOA. - Nick Caravaglia , HOA Manager – 435-731-0113
nick@e7parkcity.com

David Beador

From: Lisa Mittnacht <mittlisa@icloud.com>
Sent: Thursday, March 14, 2024 12:59 PM
To: P C, Ashley (& Brad) Hopkins; P C, Brad (& Ashley) Hopkins; David Beador; Lesley Beador; P C, Lisa Plane; P C, Marlene; P C, Michael Montgomery
Cc: GMAIL
Subject: 1275 Sullivan Road Bed/Bath Addition

Hi Everyone: I am currently working with the Park City Planning Commission to add a bed/bath over my existing Studio portion of my home in Park City. They would like to make sure everyone in my HOA approves this addition. If you wouldn't mind printing this email out, signing it, and sending me back a photo of it - it would help me greatly. Thanks, LisaM

Ashley or Brad Hopkins _____ date _____

David or Lesley Beador _____ date 3/15/24

Micheal Montgomery _____ date _____

Lisa Plane _____ date _____

Lisa Mittnacht _____ date _____

From: **Lisa Mittnacht** mittlisa@icloud.com
Subject: 1275 Sullivan Road Bed/Bath Addition
Date: March 14, 2024 at 2:58 PM
To: P C, Ashley (& Brad) Hopkins ashleyphopkins@icloud.com, P C, Brad (& Ashley) Hopkins braden_hopkins@yahoo.com, P C, David (& Lesley) Beador dabeador@beador.com, P C, Lesley (& David) Beador lesley@beador.com, P C, Lisa Plane LisaAPlane@gmail.com, P C, Marlene marlene@hydrologica.com, P C, Michael Montgomery michael@hydrologica.com
Cc: GMAIL mittlisa@gmail.com

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Ashley or Brad Hopkins _____ date _____

David or Lesley Beador _____ date _____

Micheal Montgomery _____ date 3/20/2024

Lisa Plane _____ date _____

Lisa Mittnacht _____ date _____

lisaaplane@gmail.com

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Ashley or Brad Hopkins _____ date _____

David or Lesley Beador _____ date _____

Micheal Montgomery _____ date _____

Lisa Plane _____ / HOA President date 3.15.24 // cell: 408.718.7750

Lisa Mittnacht _____ date _____

From: **Lisa Mittnacht** mittlisa@icloud.com
Subject: 1275 Sullivan Road Bed/Bath Addition
Date: March 14, 2024 at 1:58 PM
To: P C, Ashley (& Brad) Hopkins ashleyphopkins@icloud.com, P C, Brad (& Ashley) Hopkins braden_hopkins@yahoo.com, P C, David (& Lesley) Beador dabeador@beador.com, P C, Lesley (& David) Beador lesley@beador.com, P C, Lisa Plane LisaAPlane@gmail.com, P C, Marlene marlene@hydrologica.com, P C, Michael Montgomery michael@hydrologica.com
Cc: GMAIL mittlisa@gmail.com

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LisaM

Ashley or Brad Hopkins _____ date 4/29/24

David or Lesley Beador _____ date _____

Micheal Montgomery _____ date _____

Lisa Plane _____ date _____

Lisa Mittnacht _____ date _____

GENERAL NOTES

CODE

ALL REQUIREMENTS OF THE INTERNATIONAL RESIDENTIAL CODE, ALL APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION SHALL BE FOLLOWED.

BUILDING

CONTRACTOR SHALL VERIFY ALL NOTES, DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION CONTRACTOR SHALL PROVIDE TEMPORARY BRACING AS REQUIRED UNTIL ALL PERMANENT CONNECTIONS HAVE BEEN MADE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY ALL DISCREPANCIES TO THE OWNER AT THE TIME THEY ARE NOTED. DIMENSIONS TAKE PRECEDENCE OVER SCALED DRAWINGS.

SITE WORK

GENERAL
UNLESS A SOILS INVESTIGATION REPORT BY A LICENSED SOILS ENGINEER IS PROVIDED, THE FOUNDATION DESIGN IS BASED UPON AN ASSUMED AVERAGE SOIL BEARING CAPACITY OF 1500 PSF. EXTERIOR FOOTINGS SHALL BEAR 1'-6" MINIMUM BELOW FINISHED GRADE. ALL FOOTINGS TO BEAR ON FIRM, UNDISTURBED EARTH BELOW ORGANIC SURFACE SOILS. ALL BACK FILL MATERIAL SHALL BE THOROUGHLY COMPACTED. FOUNDATION VENTS SHALL NOT INTERFERE WITH DIRECT LOAD PATH OR COLUMNS.

CONTACTOR AND OWNER ARE RESPONSIBLE FOR THE PLACEMENT OF BUILDING ON SITE INCLUDING BUT NOT LIMITED TO THE DEPTH OF FOOTINGS, HEIGHTS OF FOUNDATIONS AND ENSURING PROPERTY SETBACKS.

STRUCTURAL

SEE STRUCTURAL PLANS AND NOTES

INSULATION AND MOISTURE PROTECTION

GENERAL
UNLESS NOTED OTHERWISE, INSULATION SHALL CONFORM TO THE STATE ENERGY CODES. INSULATION BAFFLES TO MAINTAIN 1-1/2" CLEAR SPACE ABOVE INSULATION. BAFFLES TO EXTEND 6" ABOVE BATT INSULATION. BAFFLES TO EXTEND 12" ABOVE LOOSE FILL INSULATION. INSULATE BEHIND BATHTUBS, SHOWERS, PARTITIONS, AND CORNERS.
FACE STAPLE BATTS, FRICTION FIT FACED BATT. USE 4V MIL (0.004") POLYETHYLENE VAPOR BARRIER AT WALLS. USE PVA PAINT WITH A DRY CUP PERM RATING OF ONE (MAX.)
R-10 INSULATION UNDER ELECTRIC WATER HEATERS.

INFILTRATION CONTROL
1. EXTERIOR JOINTS AROUND WINDOWS AND DOOR FRAMES, OPENINGS BETWEEN WALLS AND FOUNDATIONS, BETWEEN WALLS AND ROOF AND BETWEEN WALL PANELS, OPENINGS AT PENETRATIONS OF UTILITY SERVICES THROUGH WALLS, FLOORS, AND ROOF, AND ALL OTHER SUCH OPENINGS IN THE BUILDING ENVELOPE, INCLUDING ACCESS PANELS INTO UNHEATED SPACES, SHALL BE SEALED, CAULKED, GASKETED OR WEATHER-STRIPPED TO LIMIT AIR INFILTRATION.

2. ALL EXTERIOR DOORS, OTHER THAN FIRE-RATED DOORS, SHALL BE DESIGNED TO LIMIT AIR INFILTRATION AROUND THEIR PERIMETER WHEN IN A CLOSED POSITION. DOORS BETWEEN RESIDENCE AND GARAGE ARE NOT CONSIDERED "FIRE-RATED"

3. ALL EXTERIOR WINDOWS SHALL BE DESIGNED TO ADMIT AIR INFILTRATION INTO OR FROM THE BUILDING ENVELOPE WHICH SHALL BE SUBSTANTIATED BY TESTING TO STANDARD ASTM E 283.73. SITE BUILD AND MILLWORK SHOP MADE WOODEN SASH ARE EXEMPT FROM TESTING BUT SHALL BE WEATHER-STRIPPED, CAULKED AND MAKE TIGHTLY FITTING.

4. RECESSED LIGHT FIXTURES TO LIMIT AIR LEAKAGE.

PIPING FOR HOT WATER/STEAM SYSTEMS OF PIPING FOR CONTINUOUSLY CIRCULATING HOT WATER SERVICE IS REQUIRED TO BE INSULATED PER THE W.S.E.C. SEVICE WATER PIPING SHALL BE INSULATED TO A MINIMUM OF R-3.

VAPOR BARRIERS/ GROUND COVERS

AN APPROVED VAPOR BARRIER SHALL BE PROPERLY INSTALLED IN ROOF DECKS, IN ENCLOSED RAFTER SPACES FORMED WHERE CEILINGS ARE APPLIED DIRECTLY TO THE UNDERSIDE OF ROOF RAFTERS, AND AT EXTERIOR WALLS. INSET STAPLED BATTS WITH A PERM RATING LESS THAN ONE MAY BE INSTALLED IF THE VAPOR BARRIER IS TO THE WARM SIDE. STAPLES SHALL BE PLACED NOT MORE THAN 8" O.C. AND GAPS BETWEEN THE FACING AND THE FRAMING SHALL NOT EXCEED 1/16".

A GROUND COVER OF 6 MIL (0.006") BLACK POLYETHYLENE OR EQUIVALENT SHALL BE LAID OVER THE GROUND IN ALL CRAWL SPACES. THE GROUND COVER SHALL BE OVERLAPPED ONE FOOT AT EACH JOINT AND SHALL EXTENT TO THE FOUNDATION WALL.

THE NET FREE VENTILATING AREA FOR ATTIC VENTILATION MAY BE 1/300 OF THE AREA OF THE VENTILATED SPACE PROVIDED THAT A VAPOR BARRIER HAVE A PERM RATING NOT EXCEEDING ONE IS INSTALLED ON THE WARM SIDE OF THE INSULATION.

INSULATION

PROVIDE R-21 INSULATION AT ALL EXTERIOR WALLS AND EXTERIOR PERIMETER AT ALL FLOORS.

PROVIDE R-30 INSULATION AT VAULTED CEILING AREAS.

PROVIDE R-38 INSULATION AT FLAT CEILING AREAS.

PROVIDE R-30 INSULATION AT FLOORS ABOVE UNCONDITIONED SPACE.

VENTILATION

AT ROOF RIDGE PROVIDE CONTINUOUS RIDGE VENT AND 1" CONTINUOUS SOFFIT VENT AT SOFFIT. PROVIDE 1" MIN AIR SPACE AT INSULATION FOR AIR FLOW OF ROOF VENTS.

PROVIDE EXHAUST FANS IN KITCHEN, LAUNDRY AND BATHROOMS. 100 CFM AT KITCHEN, 80 CFM AT BATH AND LAUNDRY.

TYVEK HOUSE WRAP OR EQUAL, TYPICAL AT EXTERIOR WALL.

INSTALL 30# BUILDING FELT, TYPICAL AT ROOF

PROVIDE PLASTIC SHEET VAPOR BARRIOR BELOW SLAB ON GRADE

ROOF VENTILATION REQUIREMENTS

PROVIDE 1 SQ. FT FOR EVERY 300 SQUARE FEET OF ROOF AREA.

EAVE VENTILATION - PROVIDE OR FINISH SOFFIT WITH ALUM. PANELS, PERFORATED FOR VENTILATION.

MAINTAIN A 1 1/2" AIR SPACE FOR AIR FLOW BETWEEN EAVES AND RIDGE.

RIDGE VENTILATION - PROVIDE A CONTINUOUS RIDGE VENT AT ALL RIDGES

GUARDRAIL/HANDRAILS

AT ANY BALCONY OR RAISED FLOOR THAT IS 30" ABOVE FLOOR OR GRADE - PROVIDE 1-1/2" DIAMETER GUARDRAIL AT A HEIGHT OF 36". GUARDRAIL PATTERN TO BE SUCH THAT NO OBJECT 4" IN DIAMETER CAN PASS THROUGH.

AT STAIRWAYS PROVIDE A 1-1/2" DIAMETER HANDRAIL THE CONTINUOUS LENGTH OF THE STAIR. PATTERN TO BE SUCH THAT NO OBJECT 4" IN DIAMETER CAN PASS THROUGH.

DOORS, WINDOWS AND SKYLIGHTS

GENERAL
DOORS TO THE EXTERIOR SHALL HAVE A MAXIMUM 7-1/2" STEP TO A MINIMUM 36" DEEP LANDING. ALL GLAZING SHALL MEET THE REQUIREMENTS OF GOVERNING ENERGY CODE UNLESS NOTED OTHERWISE. ALL SKYLIGHTS AND SKYWALLS SHALL HAVE LAMINATED GLASS UNLESS NOTED OTHERWISE.

ALL BEDROOM EMERGENCY EGRESS WINDOWS SHALL HAVE A MINIMUM NET CLEAR OPENING OF 5.7 SQUARE FEET. MINIMUM NET CLEAR OPENABLE WIDTH OF 20" AND A MINIMUM NET CLEAR OPENING HEIGHT OF 24", MAXIMUM FINISHED SILL HEIGHT OF 44" ABOVE FLOOR.

ALL FACTORY BUILT WINDOWS TO BE CONSTRUCTED TO PERMIT MAXIMUM INFILTRATION OF 0.5 CFM PER LINEAL FOOT OF OPERABLE SASH PERIMETER AS TESTED BY STANDARD ASTM E 283.73 SITE BUILT AND MILLWORK SHOP BUILT WOODEN SASH ARE EXEMPT FROM INFILTRATION CRITERIA ABOVE, BUT SHALL BE MADE WEATHER-STRIPPED, CAULKED AND BE MADE TIGHTLY FITTING. SLIDING GLASS DOORS TO PERMIT MAXIMUM INFILTRATION OF 0.5 CFM PER SQUARE FOOT OF DOOR AREA.

SAFETY GLAZING LOCATIONS PER INTERNATIONAL RESIDENTIAL CODE
1. INGRESS AND EGRESS DOORS.
2. SLIDING GLASS DOORS AND SWINGING GLASS DOORS.
3. SHOWER AND BATHTUB ENCLOSURES.
4. GLAZING WITH THE EXPOSED EDGE WITHIN A 24" RADIUS ARC OF EITHER VERTICAL EDGE OF A DOOR IN THE CLOSED POSITION AND THE BOTTOM EDGE IS LESS THAN 60" ABOVE THE WALKING SURFACE.
5. GLAZING GREATER THAN 9 SQUARE FEET THAT IS LESS THAN 18" ABOVE THE FINISHED FLOOR
6. GLAZING IN ALL GUARD RAILS.

SCREENS NEED NOT BE PROVIDED AT SKYLIGHTS WHEN FULLY TEMPERED GLASS IS USED AS SINGLE GLAZING OR IN ALL PANES INSULATING UNIT AND ALL OF THE FOLLOWING CONDITIONS ARE MET.

1. THE GLAZING DOES NOT EXCEED 16 SQUARE FEET.
2. THE HIGHEST POINT OF GLASS IS NOT MORE THAN 12'-0" ABOVE ANY WALKING SURFACE OR ACCESSIBLE AREA.
3. THE NOMINAL THICKNESS OF EACH PANE DOES NOT EXCEED 3/16"

MECHANICAL

GENERAL
SOLID FUEL BURNING APPLIANCES INCLUDE AIRTIGHT STOVES, FIREPLACE STOVES, ROOM HEATERS, FACTORY BUILT FIREPLACES AND FIREPLACE INSERTS. ALL SOLID FUEL BURNING APPLIANCES SHALL COMPLY WITH THE PROVISIONS OF THE INTERNATIONAL RESIDENTIAL CODE

HEATING
EACH DWELLING UNIT SHALL BE PROVIDED WITH HEATING FACILITIES CAPABLE OF MAINTAINING A TEMPERATURE OF 70 DEGREES FAHRENHEIT AT A HEIGHT OF 3'-0" ABOVE THE FLOOR IN ALL HABITABLE ROOMS.

PROVIDE EXTENTION OF EXISTING HEATING UNIT TO PROVIDE ADEQUATE HEATING OF NEW SPACE CONTRACTOR TO ENSURE THAT ALL APPLICABLE CODES ARE MET.

HEATING EQUIPMENT
ALL HEATING EQUIPMENT SHALL MEET THE REQUIREMENTS OF THE NATIONAL APPLIANCE ENERGY CONSERVATION ACT (NAECA) AND BE SO LABELED. EQUIPMENT SHALL ALSO COMPLY WITH GOVERNING ENERGY CODE.

HVAC EQUIPMENT FOR LOW-RISE RESIDENTIAL SHALL BE SIZED NO GREATER THAN 150% OF DESIGN LOAD.

ELECTRICAL

PROVIDE SMOKE ALARMS AT EACH BEDROOM AND AT EACH LEVEL OF DWELLING. SMOKE ALARMS SHALL BE INTERCONNECTED AND PRIMARY SOURCE OF POWER FROM THE BUILDING WIRING WITH BATTERY BACKUP POWER. INSTALLED ACCORDING TO MANUFACTURERS INSTRUCTIONS. ALL FIRE WARNING EQUIPMENT SHALL MEET PROVISIONS OF NFPA 72

PROVIDE GFCI PROTECTED OUTLETS AT ALL BATHS, GARAGE, EXTERIOR OUTLETS, AND KITCHEN

ELECTRICAL OUTLETS SHALL BE SPACED THAT NO POINT ALONG THE FLOOR LINE OF ANY WALL IS MORE THAN 6'-0" FROM AN OUTLET.

IN THE KITCHEN, A MINIMUM OF TWO 20-AMPERE SMALL APPLIANCE BRANCH CIRCUITS SHALL SERVE ALL WALL AND FLOOR RECEPTACLE OUTLETS

ALL RECEPTACLE IN GARAGES, OUTDOORS, BATHROOMS, CRAWL SPACES, UNFINISHED BASEMENTS, KITCHEN COUNTER TOPS, LAUNDRY RECEPTACLES WITHIN 6' OF SINK, BAR SINKS ELECTRICALLY HEATED FLOORS AND BOAT HOUSES SHALL BE GFCI PROTECTED.

ALL BRANCH CIRCUITS THAT SUPPLY 120 VOLT, SINGLE PHASE, 15- AND 20-AMPERE OUTLETS INSTALLED IN BEDROOMS SHALL BE PROTECTED BY A COMBINATION TYPE ARC-FAULT CIRCUIT INTERRUPTER INSTALLED TO PROVIDE PROTECTION OF THE BRANCH CIRCUIT.

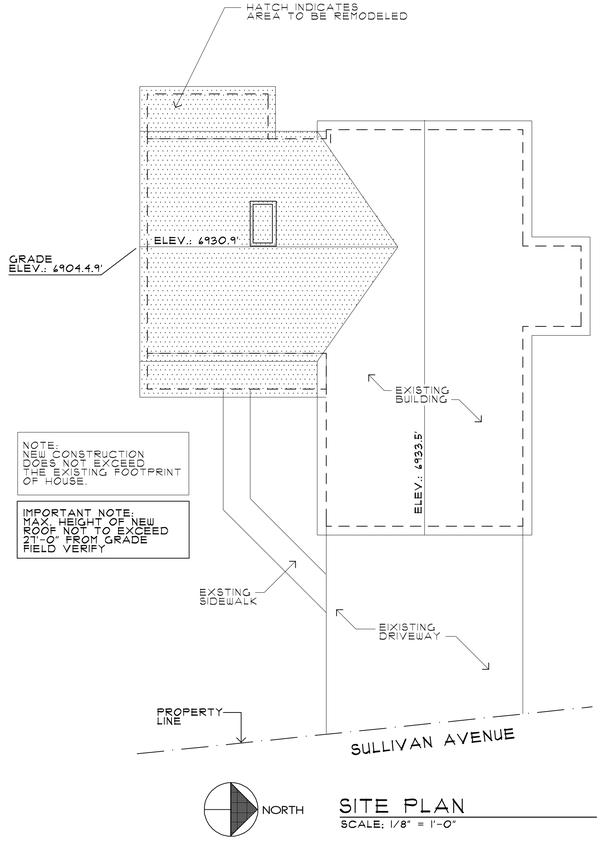
ALL 15 AND 20 AMP RECEPTACLES WITH-IN THE DWELLING UNIT SHALL BE TAMPER RESISTANT RECEPTACLES.

INDEX OF DRAWINGS

A1 GENERAL NOTES/SITE PLAN
A2 EXIST. ROOF PLAN / NEW FLOOR PLAN
A3 ROOF FRAMING PLAN / REMODELED UPPER PLAN
A4 ELEVATIONS / ELECTRICAL PLAN
A5 SECTION / DETAILS / WALL SECTION

SQUARE FOOTAGE

TOTAL FINISHED SQ. FEET ADDED= 476 SQ. FT.



SITE PLAN
SCALE: 1/8" = 1'-0"

DATE: 01-2022
DATE: 08-2024
DATE: 09-13-2024

A-TECH HOME PLANS
BUILDING DESIGN | DRAFTING
(801) 710-4454

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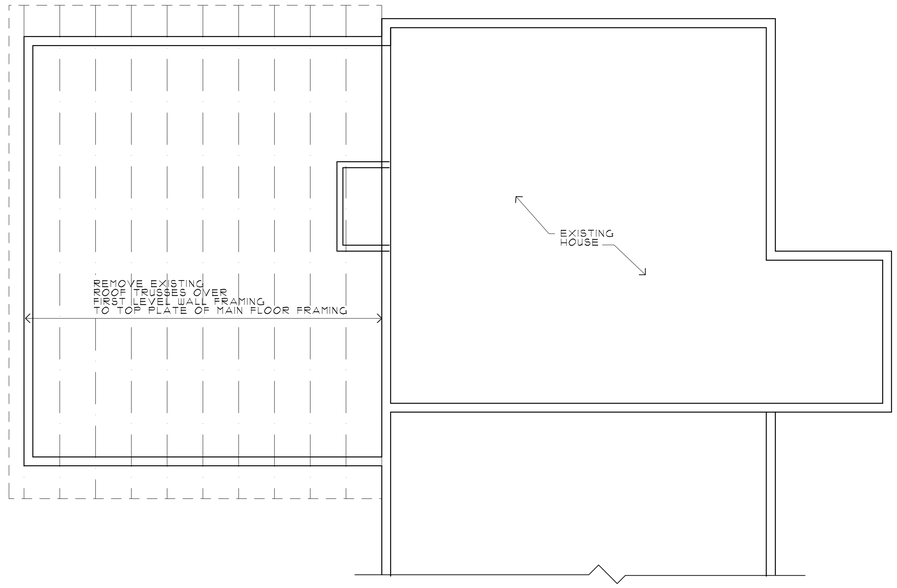
SHEET TITLE:
GENERAL NOTES
SITE PLAN

PROJECT NAME:
ADDITION FOR LISA MITTNACHT
1273 SULLIVAN ROAD
PARK CITY, UTAH
PH: (904) 710-4444

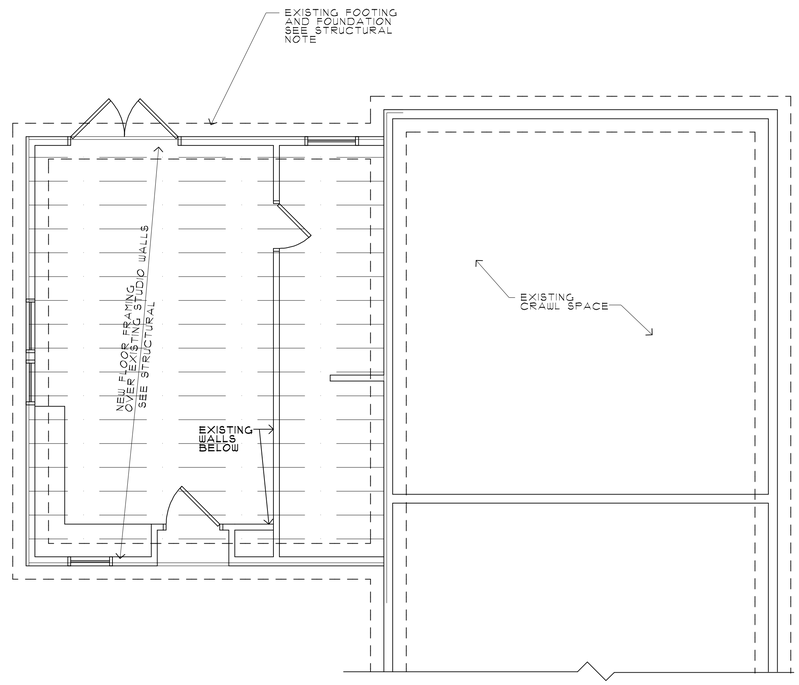
SHEET:
A-1



EXISTING ROOF PLAN

SCALE 1/4" = 1'-0"

NOTE:
SECURE ALL STRUCTURAL MEMBERS PRIOR TO DEMOLITION AND SUPPORT UNTIL FINAL CONNECTIONS ARE MADE.



FLOOR FRAMING PLAN

SCALE 1/4" = 1'-0"

DEMOLITION NOTES

1. REMOVE ALL EXISTING CONSTRUCTIONS AND FINISHES NECESSARY FOR THE COMPLETION OF THE WORK AS DEPICTED ON THE DRAWINGS, INCLUDING BUT NOT LIMITED TO, ITEMS SHOWN ON THE PLANS WITH DASHED LINES. NECESSARY DISCONNECTS AND ALTERATION TO EXISTING MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INCLUDED. PATCH AS REQUIRED ALL CONSTRUCTIONS TO REMAIN IN ACCORDANCE WITH THE REMODEL DRAWINGS.

2. REMOVE ONLY NON-BEARING CONSTRUCTION AND PARTITIONS. CONTRACTOR TO VERIFY, PRIOR TO REMOVAL, THAT NO STRUCTURAL COMPONENTS, I.E. BEARING WALLS, BEAMS, HEADERS, ETC., SUPPORTING FLOOR, ROOF OR CEILING JOISTS ARE DESIGNATED FOR REMOVAL. CONTACT THE DESIGNER OR ENGINEER PRIOR TO REMOVAL OF A CONSTRUCTION IN QUESTION OR DEVIATING FOR THE DESIGN INTENT.

3. ALL STRUCTURAL SYSTEMS SHALL BE MAINTAINED AND SHALL BE OF SUFFICIENT STRENGTH TO SUPPORT THE DESIGN LOADS AND TO RESIST THE DEFORMATION CAUSED BY SUCH LOADS TO WHICH THE SOIL PRESSURE INCLUDING SURCHARGE, HYDROSTATIC HEAD AND IMPACT LOADS AS APPLICABLE.

4. PATCH ALL FINISHES TO MATCH EXISTING, INCLUDING BUT NOT LIMITED TO GYPSUM BOARD, PLASTER, ACOUSTIC SYSTEMS, WOOD TRIM, COVERS, BASE, PANELS AND WAINSCOT. VERIFY MATCH OF NEW FINISH MATERIAL TO EXISTING IN COLOR TEXTURE, THICKNESS, CUT, ETC. TO SATISFACTION OF OWNER PRIOR TO INSTALLATIONS. PROVIDE OTHER MATERIALS TO MATCH EXISTING WHEN REQUIRED, TO BE APPROVED BY OWNER.

5. PATCH EXISTING WALLS GYPSUM DRYWALL OR PLASTER TO MATCH EXISTING OF SUFFICIENT THICKNESS TO MAINTAIN UNIFORM WALL THICKNESS. ALL EXPOSED PORTIONS OF WALL SHALL BE FINISHED WITH THREE COATS OF SPACKLING, SANDED AND LEFT IN PAINT READY CONDITION.

6. WHERE APPLICABLE LEVEL ALL EXISTING FLOORS AS REQUIRED TO RECEIVE NEW FLOOR FINISHES. INSTALL REQUIRED TRANSISTION PIECES BETWEEN VARIOUS FLOOR FINISHES SUITABLE FOR CONDITIONS AND ACCEPTABLE TO THE OWNER. MATCH EXISTING WHEREEVER POSSIBLE.

FLOOR FRAMING PLAN NOTES:

1. CONTRACTOR SHALL VERIFY ALL NOTES, DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION.
2. ALL FLOOR JOISTS TO BE PER STRUCTURAL NOTES NOTED OTHERWISE.
3. ALL BEAMS AND HEADERS TO BE PER STRUCTURAL NOTES
2X6 WALLS U.N.O.
4. PROVIDE SOLID BLOCKING OVER SUPPORTS.
5 PROVIDE FIRE BLOCKING @ ALL PLUMBING PERETRATIONS.
6. WINDOW HEADERS @ 6'-8" ABOVE FRAMED FLOOR @ UPPER FLOOR, U.N.O.
7. SEE GENERAL NOTES

DATE: 07-2022

A-TECH HOME PLANS

BUILDING DESIGN & DRAFTING
TRUDY COOK (801) 698-6456

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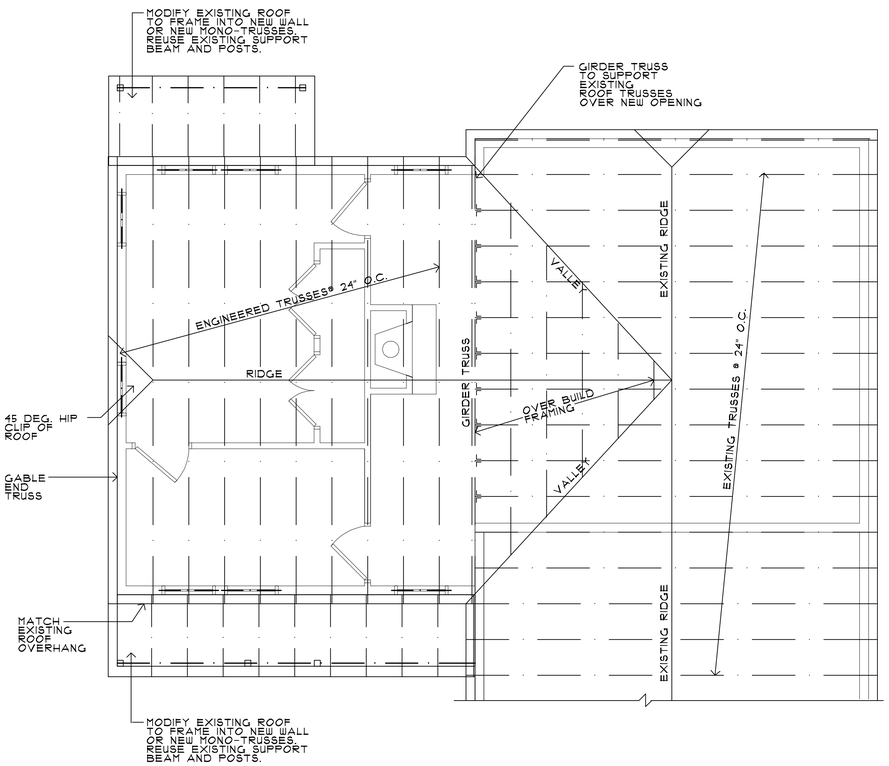
SHEET TITLE:
EXISTING ROOF PLAN
NEW FLOOR FRAMING

PROJECT NAME:
ADDITION FOR LISA MITTNACHT
1273 SULLIVAN ROAD
PARK CITY, UTAH
PH: (904) 710-4444

SHEET:
A-2



ROOF FRAMING PLAN

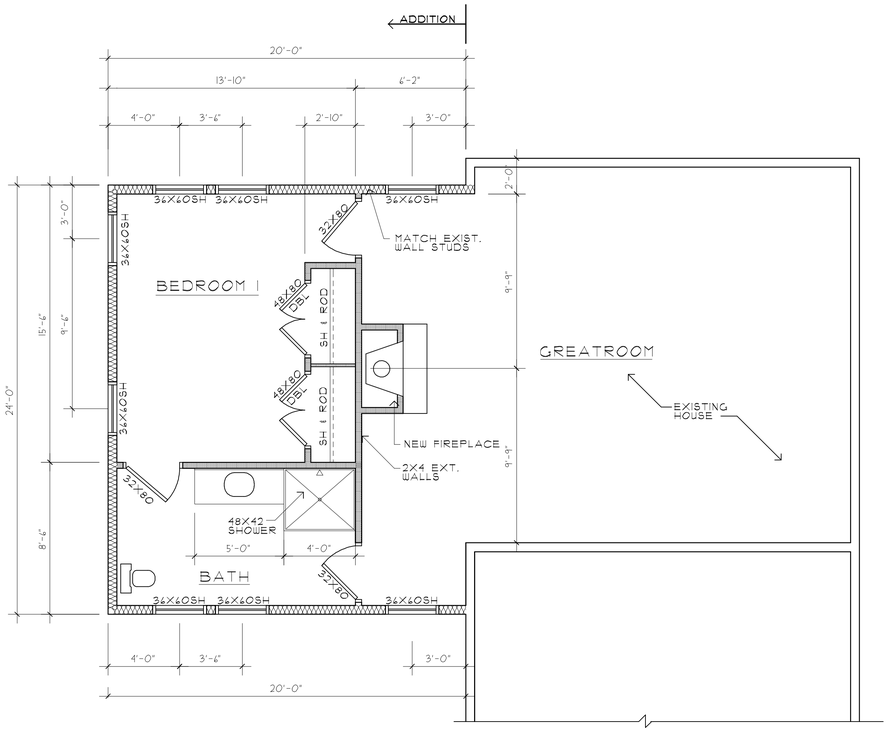
SCALE 1/4" = 1'-0"

ROOF FRAMING NOTES:

1. CONTRACTOR SHALL VERIFY ALL NOTES, DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION.
2. ALL BEAMS AND HEADERS SEE STRUCTURAL
3. PROVIDE VENT BLOCKING OVER SUPPORTS.
4. BEARING WALLS ARE SHADED.
5. INSTALL SHEAR WALLS AND/OR BLOCKING IN ROOF STUCTURE BEFORE INSTALLING FINISH ROOFING.
6. SEE GENERAL NOTES

ROOF TRUSS NOTES:

1. ALL TRUSSES:
   * SHALL BE STAMPED BY AN ENGINEER LICENSED IN THE STATE OF UTAH.
   * SHALL BE INSTALLED AND BRACED TO ENGINEERS SPECIFICATIONS
   * SHALL HAVE DESIGN DETAILS AND DRAWINGS ON SITE FOR FRAMING INSPECTION
   * SHALL NOT BE FIELD ALTERED WITHOUT PRIOR BUILDING DEPARTMENT APPROVAL OF ENGINEERING CALCULATIONS
   * SHALL BE DESIGNED TO LIMIT DEFLECTION IN BOTTOM CORD TO L/480 MINIMUM
   * SHALL BE DESIGNED FOR SNOW LOAD LOCATION SEE STRUCTURAL



UPPER FLOOR ADDITION

SCALE 1/4" = 1'-0"

FLOOR PLAN NOTES:

1. CONTRACTOR SHALL VERIFY ALL NOTES, DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION.
2. SEE STRUCTURAL PLANS AND NOTES FOR ALL BEAMS AND HEADERS.
3. PROVIDE SOLID BLOCKING OVER SUPPORTS.
4. PROVIDE FIRE BLOCKING @ ALL PLUMBING PENETRATIONS.
5. WINDOW AND DOORS ARE SHOWN AND NOTED AS NOMINAL SIZES.
6. WINDOW HEADERS @ 6'-8" ABOVE FRAMED FLOOR @ MAIN FLOOR, U.N.O.
7. SEE STRUCTURAL FOR NUMBER OF STUDS REQUIRED @ POINT LOADS
8. ALL WOOD IN CONTACT WITH CONC. TO BE PRESSURE TREATED.
9. EXTERIOR WALLS TO BE 2X6 STUDS @ 16" O.C W/R-21 INSULATION, U.N.O.
10. SEE STRUCTURAL PLANS AND NOTES FOR CONC. TO WOOD HOLDOWNS. AND WINDOW ROUGH OPENINGS, ALSO SEE MANUFACTURER'S SPECS.
11. SMOKE DETECTORS:
    * SHALL BE 110 V INTERCONNECTED W/ BATTERY BACKUP.
    * SHALL BE INSTALLED ON EACH FLOOR AND IN ALL BEDROOMS
    * SHALL BE INSTALLED IN EACH LOCATION WHERE THERE IS A CEILING CHANGE GREATER THAN 24"
12. SEE GENERAL NOTES FOR ADDITIONAL CONSTRUCTION INFORMATION.
13. SHEATH ALL EXTERIOR WALLS PER GENERAL NOTES AND SHEAR WALL SCHEDULE

NOTE:
AIR LEAKAGE - MUST COMPLY WITH N1102.4.1.2 (THE "BLOWER" DOOR TEST)

NOTE:
LISTING FOR FIREPLACE SHALL BE PROVIDED @ MECH INSPECTION

DATE: 07-2022

A-TECH HOME PLANS
BUILDING DESIGN & DRAFTING
TRUDY L. BOSLEY (801) 940-4454
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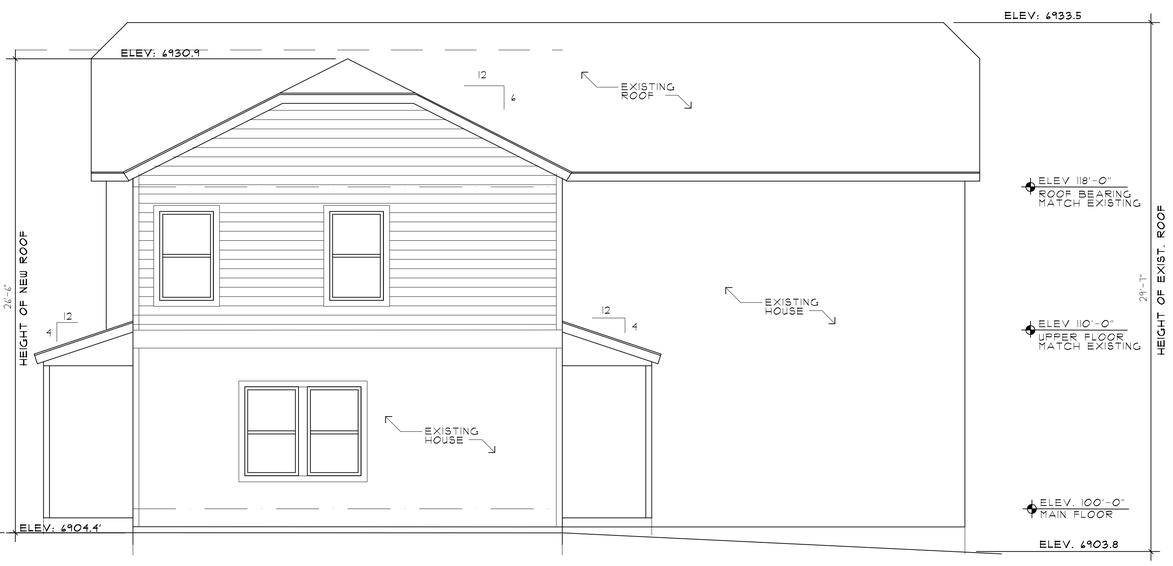
SHEET TITLE:
UPPER FLOOR ADDITION
ROOF FRAMING PLAN

PROJECT NAME:
ADDITION FOR LISA MITTNACHT
1213 SULLIVAN ROAD
PARK CITY, UTAH
PH: (904) 710-4444

SHEET:
A-3

WEST ELEVATION

SCALE 1/4" = 1'-0"

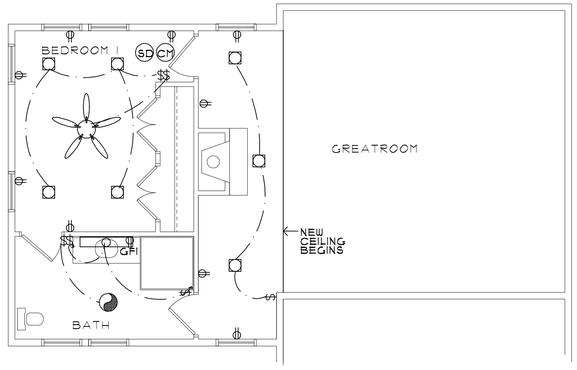


SOUTH ELEVATION

SCALE 1/4" = 1'-0"

ELEVATION NOTES

1. VERIFY SHEAR WALL NAILING AND HOLDOWNS PER PLAN AND SCHEDULES PRIOR TO INSTALLING EXTERIOR FINISHES
2. TOP OF FND WALL SHALL BE NOT LESS THAN 6" ABOVE FINISH GRADE
3. CAULK ALL EXTERIOR JOINTS & PENETRATIONS.
4. PROVIDE WEATHER STRIPPING AND FLASHING AT ALL DOORS AND WINDOWS PER U.B.C.
5. PROVIDE GALVANIZED OR ANODIZED SHEET METAL FLASHING AND COUNTER FLASHING AT ALL ROOF PENETRATIONS, CHIMNEYS AND SKYLIGHTS.
6. PROVIDE CONTINUOUS METAL GUTTERS AND DOWNSPOUTS AT ALL EAVES, TYPICAL.
7. SEE GENERAL NOTES.



UPPER ELECTRICAL PLAN

NOT TO SCALE

NOTE:

SPECIAL OUTLETS SHOWN CONTRACTOR TO CONSULT WITH OWNER FOR REMAINING OUTLET LOCATIONS PER CODE.

ELECTRICAL SYMBOLS

SYM.	DESCRIPTION
	RECESSED CAN LIGHT
$	SINGLE POLE SWITCH
SD	SMOKE DETECTOR WIRED W/ BATTERY BACKUP
	DUPLEX OUTLET
GFI	GFI DUPLEX OUTLET
CM	CARBON MONOXIDE DETECTOR
	EXHAUST FAN/LIGHT MIN. 110 CFM @ BATH
	VANITY LIGHT

ELECTRICAL NOTES

IN THE KITCHEN, A MINIMUM OF TWO 20-AMPERE SMALL APPLIANCE BRANCH CIRCUITS SHALL SERVE ALL WALL AND FLOOR RECEPTACLE OUTLETS

BUBBLE COVERS ARE REQUIRED IF OUTLETS ARE EXPOSED TO THE WEATHER.

ALL RECEPTACLE IN GARAGES, OUTDOORS, BATHROOMS, CRAWL SPACES, UNFINISHED BASEMENTS, KITCHEN COUNTER TOPS, LAUNDRY RECEPTACLES WITHIN 6' OF SINK, BAR SINKS ELECTRICALLY HEATED FLOORS AND BOAT HOUSES SHALL BE GFCI PROTECTED.

ALL BRANCH CIRCUITS THAT SUPPLY 120 VOLT, SINGLE PHASE, 15- AND 20-AMPERE OUTLETS INSTALLED IN BEDROOMS SHALL BE PROTECTED BY A COMBINATION TYPE ARC-FAULT CIRCUIT INTERRUPTER INSTALLED TO PROVIDE PROTECTION OF THE BRANCH CIRCUIT.

ALL 15 AND 20 AMP RECEPTACLES WITH-IN THE DWELLING UNIT SHALL BE TAMPER RESISTANT RECEPTACLES.

ELECTRICAL PLANS ARE SUGGESTED CONFIGURATION, OWNER TO BE ADVISED BY AN ELECTRICAL CONSULTANT FOR FINAL LAYOUT OF ELECTRICAL AND LIGHTING PLANS

ALL NEW OUTDOOR LIGHTING WILL CONFORM TO SUMMIT COUNTY DEVELOPMENT CODE.

EAST ELEVATION

SCALE 1/4" = 1'-0"

EXTERIOR FINISHES:

1. COMPOSITION ASPHALT SHINGLES
2. WOOD HORIZONTAL SIDING
3. 2X12 FASCIA BOARD
4. 1X4 FASCIA TRIM
5. WINDOWS MATCH EXIST.
6. 2X12 MID-BAND TRIM
7. EXISTING PORCH POSTS
8. CONTINUOUS RIDGE VENT AS PER CODE
9. 6X6 POST EXISTING
10. EXIST. CONC. FOOTING AND FOUNDATION WALLS

NOTE: CONSULT WITH OWNER ON ALL COLORS AND FINISHES. MATCH EXISTING WHERE REQUIRED.

DATE: 07-2022
DATE: 08-2024
DATE: 09-13-2024

A-TECH HOME PLANS

BUILDING DESIGN & DRAFTING
TRUDY COOK (801) 698-4456

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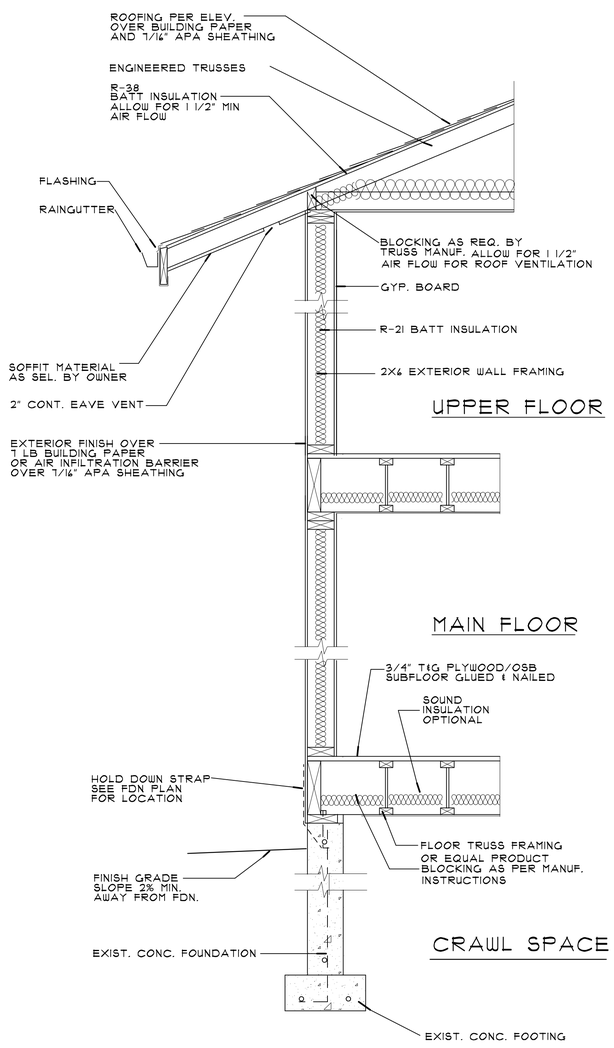
SHEET TITLE:
ELEVATIONS
ELECTRICAL PLAN

PROJECT NAME:
ADDITION FOR LISA MITTNACHT
1273 SULLIVAN ROAD
PARK CITY, UTAH
PH: (904) 710-4444

SHEET:
A-4

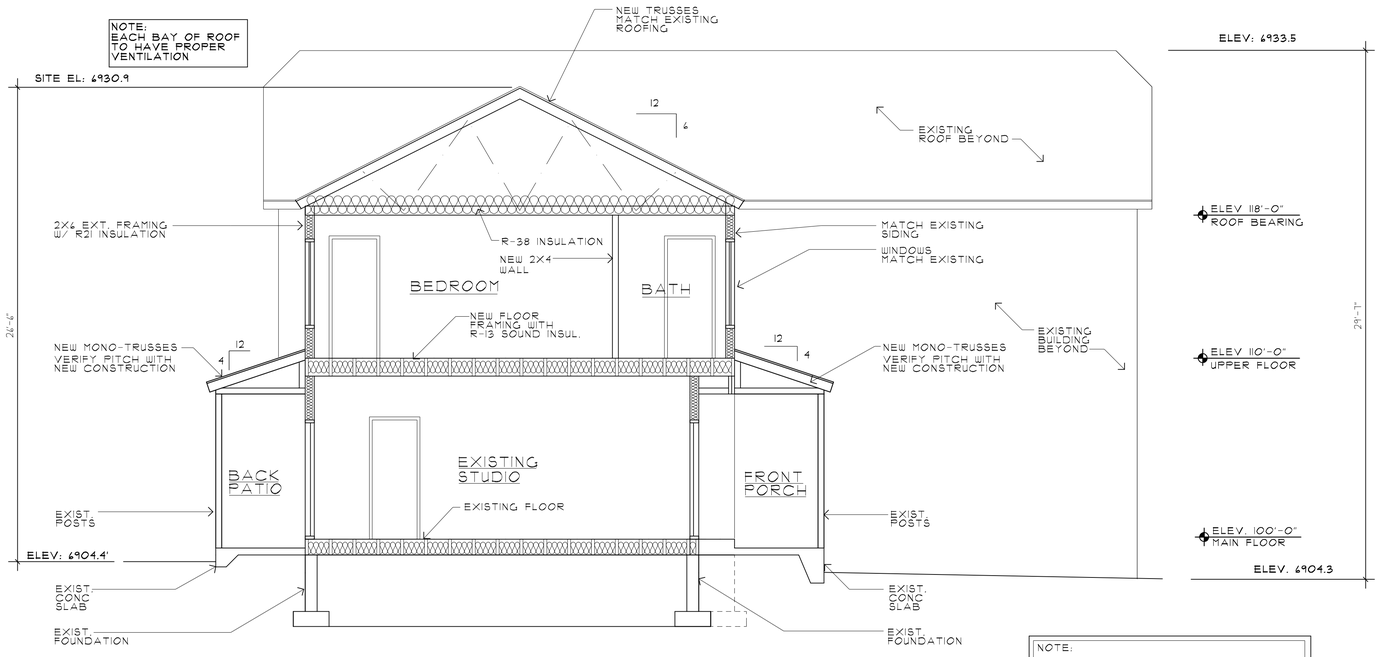


TYPICAL WALL SECTION

NOT TO SCALE

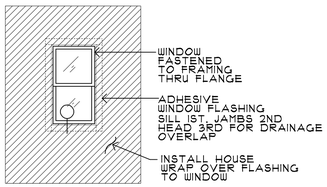
ALL REQUIREMENTS FOR THE INTERNATIONAL RESIDENTIAL CODE AND ALL APPLICABLE CODES & AUTHORITIES HAVING JURISDICTION SHALL BE FOLLOWED

NOTE:
EACH BAY OF ROOF TO HAVE PROPER VENTILATION

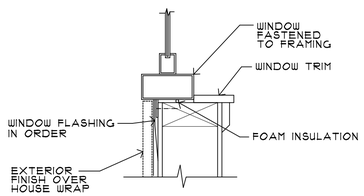


BUILDING SECTION

SCALE 1/4" = 1'-0"



WINDOW FLASHING ELEVATION



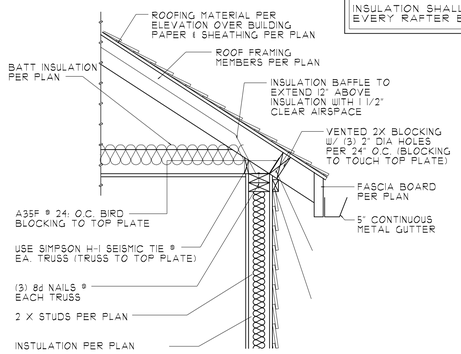
WINDOW FLASHING SECTION

NOTE:
CONTRACTOR TO VERIFY ALL BEARING ELEVATIONS WITH STRUCTURAL SIZES AND CONSTRUCTION METHOD. SEE STRUCTURAL

NOTE:
UTAH REQUIRES AN INSPECTION OF THE WEATHER RESISITIVE BARRIER AND FLASHING IN ORDER TO PREVENT WATER FROM ENTERING THE WEATHER-RESISTANT EXTERIOR WALL ENVELOPE

NOTE:
ALLOW 1" AIR SPACE BETWEEN INSULATION AND BOTTOM OF SHEATHING

INSULATION SHALL BE FULL HEIGHT IN EVERY RAFTER BAY



EAVE DETAIL

NOT TO SCALE

DATE: 07-2022
DATE: 08-2024
DATE: 09-2024

A-TECH HOME PLANS

BUILDING DESIGN & DRAFTING
TRUDY COOK (801) 698-6454

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SHEET TITLE:
WALL SECTION / DETAILS
BUILDING SECTION

PROJECT NAME:
ADDITION FOR LISA MITTNACHT
1273 SULLIVAN ROAD
PARK CITY, UTAH
PH: (904) 710-4444

SHEET:
A-5

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE: April 26, 2001
DEPARTMENT: Planning Department
AUTHOR: Kirsten A. Whetstone, AICP KAW
TITLE: 1266- 1274 Park Avenue
TYPE OF ITEM: Final Record of Survey plat

SUMMARY RECOMMENDATIONS: Approve with conditions.

DESCRIPTION:

A. Topic

PROJECT STATISTICS:

Applicant:	Gary and Sue Boyle, owners
Location:	1266 and 1274 Park Avenue and 1265- 1275 Sullivan Road
Zoning:	HRM- Historic Residential Medium Density
Adjacent Land Uses:	Single family residences, condominiums, and City Park
Date of Application:	March 12, 2001

B. Background

On November 12, 1997 the Planning Commission approved the plat amendment to combine 16 lots and parcels into one lot for two existing historic structures and two duplexes located at 1266-1274 Park Avenue (Exhibit A). The property owners anticipated converting the units to condominium ownership once construction was finished. Construction of the new units is in the final stages, with landscaping and clean-up to occur prior to issuance of certificates of occupancy. Rehabilitation of the historic structure at 1266 Park is nearly complete. Rehabilitation of the white house at 1274 Park Avenue will occur in the future. The property is currently zoned HRM, Historic Residential Medium Density.

On April 11, 2001 the Planning Commission held a public hearing and voted to forward to the City Council a positive recommendation to approve the record of survey plat as conditioned.

C. Project Description

Project

The applicants are requesting a record of survey plat to convert these units to condominiums. The owners do not intend to sell or transfer title of individual units, although the condominium plat would allow this to occur.

Location

The parcel is located on the east side of Park Avenue, between Park Avenue and City Park just south of the fire station. The property consists of one .49 acre lot, known as the Boyle Property Plat Amendment with two detached historic homes fronting Park Avenue and 2 new duplexes fronting Sullivan Road.

Landscape Plan

A final revised landscape plan will be submitted prior to recording of the record of survey plat to address re-vegetation of the site. Submittal of a revised landscape plan is a condition of approval. The parcel is located within the Prospector Soils and Maintenance area and is subject to the Prospector Landscaping and Maintenance of Soils Ordinance, December 8, 1988.

Historic Structures

Historic facade easement agreements were recorded for 1266 Park Avenue and 1274 Park Avenue prior to recordation of the plat amendment. All work on the historic homes must be consistent with the facade easement agreements. Staff recommends as a condition of approval that a note shall be added to the plat stating that historic facade easement agreements for 1266 and 1274 Park exist and have been recorded at the County.

D. Analysis

The condominium record of survey plat will allow the owner to apply for a residential loan and will allow individual units to be sold separately. Because utilities for Units 3 and 4 and Units 5 and 6 were installed for common ownership of these units, staff is recommending a condition of approval that a note be added to the plat stating that units 3 and 4 and units 5 and 6 may not be sold separate from one another, unless modifications to utility installations (water, sewer service, power, and others) are made according to requirements of Park City, Snyderville Basin Sewer Improvement District, and Utah Power, and any other utility providers who anticipated units 3 and 4 and units 5 and 6 to be owned in common. Construction of the fire wall between units 5 and 6 is in compliance with the Uniform Building and Fire Code for separate ownership. Units 3 and 4 are connected only by a breeze-way and are in compliance with the Uniform Building and Fire Code. No changes to the structure as built are proposed by the applicant. The applicant agrees with the conditions of approval.

E. Public Input

Notice of this amendment and the public hearing were properly published and posted. Letters were sent to property owners within 300' of the property on March 28, 2001. A public hearing was conducted by the Planning Commission at the April 11, 2001 meeting. No public input was received.

F. Department Review

City staff most recently reviewed this proposal at the March 20, 2001 staff review meeting. Any issues raised have been mitigated through conditions of approval. The City Attorney and City Engineer will review the final record of survey plat and the declaration of covenants, conditions, and restrictions, for compliance with the Land Management Code, Utah State Subdivision law, and all conditions of approval prior to recording of the plat.

G. Planning Commission Action

On April 11, 2001 the Planning Commission held a public hearing on this item and voted to forward to the City Council a positive recommendation to approve the record of survey plat for the Alpine Retreat @ Park City as conditioned in the staff report.

ALTERNATIVES:

A. Approve the final record of survey plat as proposed to allow the owners to apply for a residential loan and to allow units to be sold separately conditioned upon resolving all utility issues.

B. Deny the final record of survey plat as proposed.

C. Continue the item and request further evaluation from the City Staff.

SIGNIFICANT IMPACTS

The proposal results in a record of survey plat that allows individual ownership of the units conditioned upon resolving all utility issues. Approval of this application will not result in any significant impacts. No external or internal changes to the structure are proposed. The Boyle family intends to maintain common ownership of this property. The condominium plat allows the family to apply for a residential loan.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

Denial of the condominium conversion will cause the property to remain under single ownership.

RECOMMENDATION

Staff recommends that the City Council approve the condominium record of survey for 1266 Park Avenue, known as the Alpine Retreat @ Park City, based on the following findings of fact, conclusions of law and conditions of approval:

Findings of Fact:

1. The proposed plat changes the type of ownership of this property to condominium ownership.
2. The proposal is consistent with both the Land Management Code and the General Plan in that the HRM zone allows single family structures and duplexes on approved lots when all LMC code requirements are met.
3. Two historic structures exist on the property. Facade easements for the historic structures at 1266 and 1274 Park Avenue were recorded at Summit County.
4. Utilities for Units 3 and 4 and Units 5 and 6 were installed for common ownership of these units.

5. The Applicant stipulates to the conditions of approval.
6. A financial guarantee for all public improvements, including required landscaping, is necessary to ensure completion of these improvements.

Conclusions of Law:

1. There is good cause for this condominium plat.
2. The plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed condominium plat.
4. Approval of the plat, subject to the conditions of approval, 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 plat and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the plat.
2. All standard project conditions will apply.
3. The applicant will record the final condominium plat at the County within one year from the date of City Council approval. If recording has not occurred within the one year's time, this approval and the plat will be void.
4. Prior to plat recording the applicant shall submit to the City for review and approval a final revised landscape plan, consistent with the construction mitigation plan and utility plan, showing how the site will be re-vegetated and landscaped.
5. A financial guarantee, for the value of all public improvements, including required landscaping, to be completed, shall be provided to the City prior to plat recordation. All public improvements, including landscaping shall be completed according to City standards and accepted by the Community Development Department prior to release of this guarantee.
6. A note shall be added to the plat stating that Units 3 and 4 and Units 5 and 6 may not be sold separate from one another, unless modifications to utility installations (water, sewer service, power, and others) are made according to requirements of Park City, Snyderville Basin Sewer Improvement District, and Utah Power, and any other utility providers who anticipated Units 3 and 4 and Units 5 and 6 to be owned in common.
7. A note shall be added to the plat stating that historic facade easement agreements for 1266 and 1274 Park Avenue exist and have been recorded at the County.
8. A note shall be added to the plat stating that the property is served by common sewer laterals. The ownership, maintenance and eventual replacement of the common sewer laterals within the project is the sole responsibility of the Alpine Retreat @ Park City Homeowners Association.

EXHIBIT:

Exhibit A- Proposed plat

Ordinance No. 2001-

AN ORDINANCE APPROVING A FINAL CONDOMINIUM RECORD OF SURVEY PLAT FOR 1266 LOWELL AVENUE, KNOWN AS ALPINE RETREAT @ PARK CITY, PARK CITY , UTAH

WHEREAS, the owner of the property at 1266 Park Avenue, known as Alpine Retreat @ Park City, petitioned the City Council for approval of a final condominium record of survey plat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on April 11, 2001 to receive input on the record of survey plat; and

WHEREAS, on April 26, 2001 the City Council reviewed the proposed record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the final record of survey plat for 1266 Park Avenue.

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

SECTION 1. FINDINGS. The following findings are hereby adopted:

1. The proposed plat changes the type of ownership of this property to condominium ownership.
2. The proposal is consistent with both the Land Management Code and the General Plan in that the HRM zone allows single family structures and duplexes on approved lots when all LMC code requirements are met.
3. Two historic structures exist on the property. Facade easements for the historic structures at 1266 and 1274 Park Avenue were recorded at Summit County.
4. Utilities for Units 3 and 4 and Units 5 and 6 were installed for common ownership of these units.
5. The Applicant stipulates to the conditions of approval.
6. A financial guarantee for all public improvements, including required landscaping, is necessary to ensure completion of these improvements.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned record of survey plat, that neither the public nor any person will be materially injured by the proposed plat.. The final plat is consistent with both the Park City Land Management Code and State condominium requirements.

SECTION 3. PLAT APPROVAL. The final record of survey plat for 1266 Park Avenue, known as Alpine Retreat @ Park City, is approved as shown on Exhibit A, with the following conditions:

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the plat.
2. All standard project conditions will apply.
3. The applicant will record the final condominium plat at the County within one year from the date of City Council approval. If recording has not occurred within the one year's time, this approval and the plat will be void.
4. Prior to plat recording the applicant shall submit to the City for review and approval a final revised landscape plan, consistent with the construction mitigation plan and utility plan, showing how the site will be re-vegetated and landscaped.
5. A financial guarantee, for the value of all public improvements, including required landscaping, to be completed, shall be provided to the City prior to record of survey recordation. All public improvements, including landscaping shall be completed according to City standards and accepted by the Community Development Department prior to release of this guarantee.
6. A note shall be added to the plat stating that Units 3 and 4 and Units 5 and 6 may not be sold separate from one another, unless modifications to utility installations (water, sewer service, power, and others) are made according to requirements of Park City, Snyderville Basin Sewer Improvement District, and Utah Power, and any other utility providers who anticipated Units 3 and 4 and Units 5 and 6 to be owned in common.
7. A note shall be added to the plat stating that historic facade easement agreements for 1266 and 1274 Park Avenue exist and have been recorded at the County.
8. A note shall be added to the plat stating that the property is served by common sewer laterals. The ownership, maintenance and eventual replacement of the common sewer laterals within the project is the sole responsibility of the Alpine Retreat @ Park City Homeowners Association.

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

PASSED AND ADOPTED this 26th day of April, 2001.

PARK CITY MUNICIPAL CORPORATION

_____

Mayor Bradley A. Olch

Attest:

_____

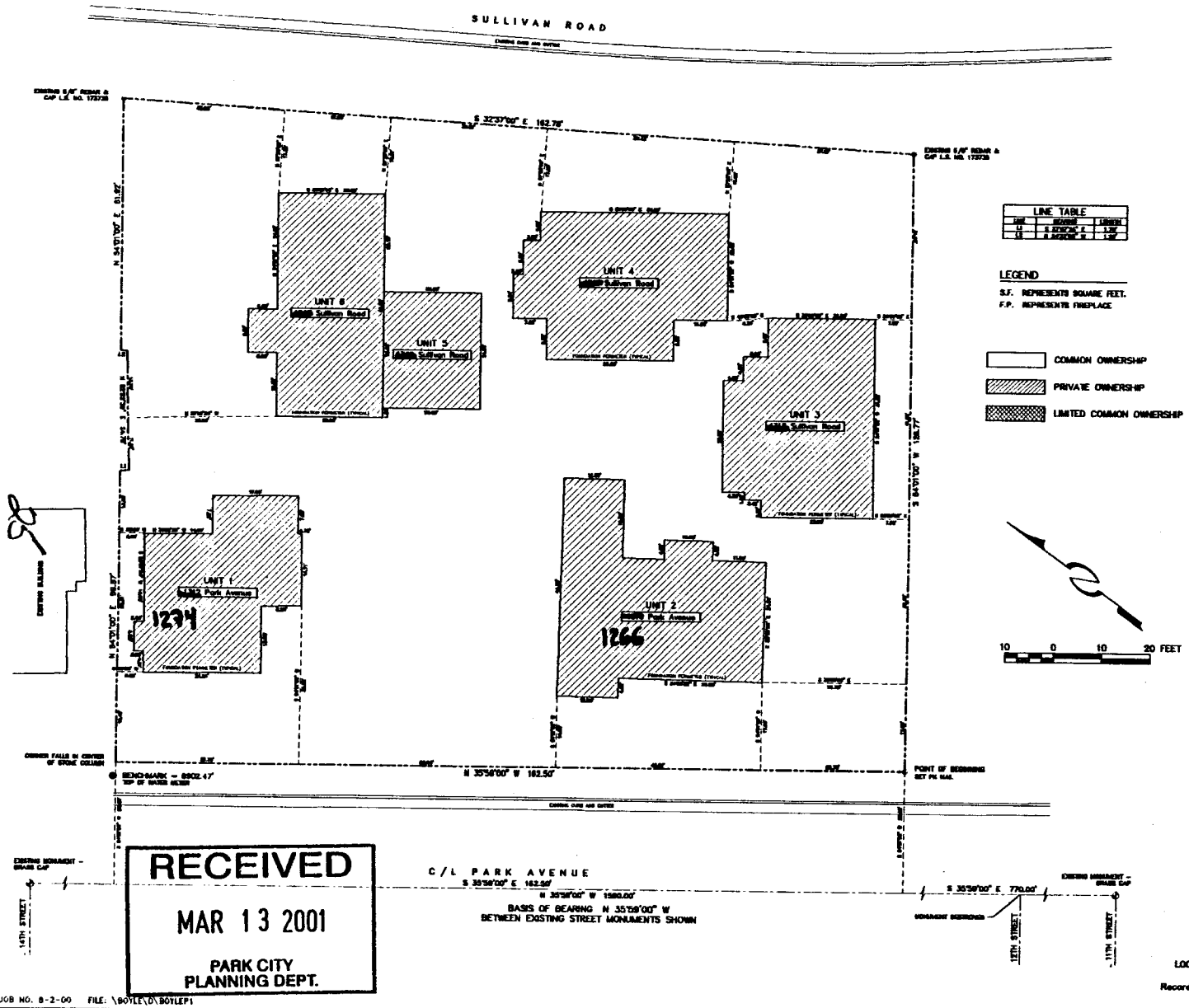
Janet M. Scott, City Recorder

Approved as to form:

_____

Mark D. Harrington, City Attorney

M:\CDD\KAW\CC\CC2001\prk1266condo.ord



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 87°00'00" E	1.00'
L2	S 84°01'00" E	1.00'

LEGEND

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

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP

SURVEYOR'S CERTIFICATE

I, Robert W. Peil, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 173728 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, this Record of Survey Map of ALPINE RETREAT @ PARK CITY, a Utah Condominium Project in accordance with the provisions of Section 57-8-13 of the Utah Condominium Ownership Act. I further certify the buildings and property are shown correctly.

Robert W. Peil L.S. 173728 Date

BOUNDARY DESCRIPTION

Beginning at an existing street monument in the intersection of Park Avenue and 11th Street; thence North 35° 59' 00" West, a distance of 770.00 feet along the center line of said Park Avenue, (Basis of bearing being North 35° 59' 00" West along the said Park Avenue center line between the said street monument at the intersection of Park Avenue and 11th Street and the street monument at the intersection of said Park Avenue and 14th Street); thence leaving said center line North 54° 01' 00" East, a distance of 25.00 feet to the Southwest corner of Lot 1, Eagle Property Plat Amendment, recorded August 10, 1988 as entry No. 344838, according to the official plat thereof on file and of record in the Summit County Recorders Office, said point being the TRUE POINT OF BEGINNING; thence along the Westerly line of said plat North 35° 59' 00" West, a distance of 162.50 feet; thence along the Northwesterly line of said plat, North 84° 01' 00" East, a distance of 84.87 feet; thence leaving said line South 32° 37' 00" East, a distance of 1.76 feet; thence North 82° 56' 38" East, a distance of 34.79 feet; thence North 34° 35' 00" West, a distance of 1.30 feet to the Northwesterly line of the said Eagle Property Plat Amendment; thence along said line North 54° 01' 00" East, a distance of 31.88 feet; thence along the Easterly line of said plat South 32° 37' 00" East, a distance of 162.76 feet; thence along the Southerly line of said plat South 84° 01' 00" West, a distance of 135.77 feet to the point of beginning. Contains 0.48 acres more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

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

In witness whereof, the undersigned has set its hand on this _____ day of _____, 2001.

ALPINE RETREAT @ PARK CITY, L.L.C., a Utah Limited Liability Company

By _____
Gary B. Bayle, member

By _____
Sue E. Bayle, member

ACKNOWLEDGMENT

State of Utah)
) ss
County of Summit)

On the _____ day of _____, 2001, personally appeared before me the undersigned Notary Public in and for the said State and County, Gary B. Bayle, who after being duly sworn, acknowledged to me that he is a member of Alpine Retreat @ Park City, L.L.C., a Utah Limited Liability Company, the owner of the herein described tract of land, and that the foregoing instrument was signed on behalf of said limited liability company by authority of it's Articles of Organization or it's Operating Agreement.

Notary Public
My commission expires _____

ACKNOWLEDGMENT

State of Utah)
) ss
County of Summit)

On the _____ day of _____, 2001, personally appeared before me the undersigned Notary Public in and for the said State and County, Sue E. Bayle, who after being duly sworn, acknowledged to me that she is a member of Alpine Retreat @ Park City, L.L.C., a Utah Limited Liability Company, the owner of the herein described tract of land, and that the foregoing instrument was signed on behalf of said limited liability company by authority of it's Articles of Organization or it's Operating Agreement.

Notary Public
My commission expires _____

RECORD OF SURVEY MAP

ALPINE RETREAT @ PARK CITY

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

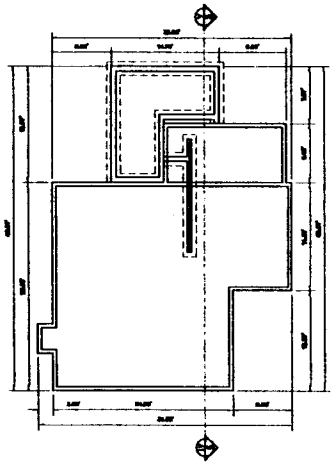
Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City.

RECEIVED
MAR 13 2001
PARK CITY
PLANNING DEPT.

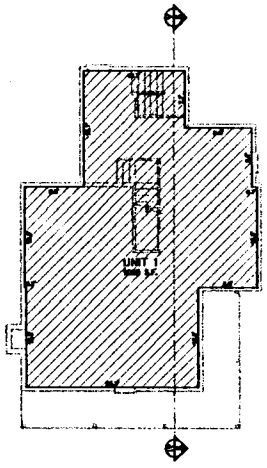
JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP1

SHEET 1 OF 5

PARK CITY SURVEYING, INC.	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. Box 3003 PARK CITY, UTAH 84060 (435) 649-2818	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2001 A.D. BY _____ S.B.S.I.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2001 A.D. BY _____ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2001 A.D. BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF _____, 2001 A.D. BY _____ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2001 A.D. BY _____ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ 2001 A.D. BY _____ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FEE _____ RECORDER

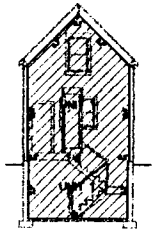


BASEMENT LEVEL

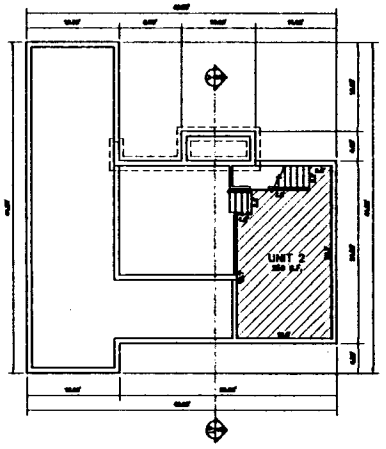


MAIN LEVEL

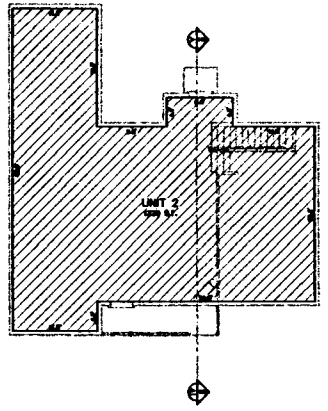
UNIT 1



SECTION "A"

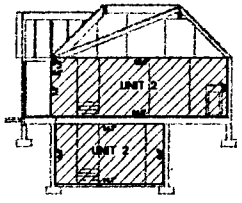


BASEMENT LEVEL



MAIN LEVEL

UNIT 2



SECTION "A"

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

LEGEND

S.F. REPRESENTS SQUARE FEET.

F.P. REPRESENTS FIREPLACE

NOTES:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY LLOYD DESIGN GROUP ARCHITECTS.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL UNIT EXTERIOR WALLS ARE 0.5 FEET THICK, ALL GARAGE LEVEL WALLS ARE .67 FEET THICK.
4. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
5. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
6. BENCHMARK: SEE SHEET 1 OF 3 FOR LOCATION AND ELEVATION.
7. ALL FLOOR ELEVATIONS ARE ABOVE SEA LEVEL.
8. UNLESS OTHERWISE INDICATED, ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
9. 0000 INDICATES STREET ADDRESS.
10. THE ALPINE RETREAT OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR ALL "COMMON" SANITARY SEWER LATERALS AND PATHWAYS.

UNITS 1 & 2

8 0 8 16 FEET

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	1	2	3	4	5	6
UPPER LEVEL	0	0	852	847	0	852
MAIN LEVEL	1026	1228	1093	1093	441	993
BASEMENT LEVEL	0	258	0	0	0	0
TOTAL	1026	1486	1945	1940	441	1845

RECORD OF SURVEY MAP

ALPINE RETREAT @ PARK CITY

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City

SHEET 2 OF 5

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

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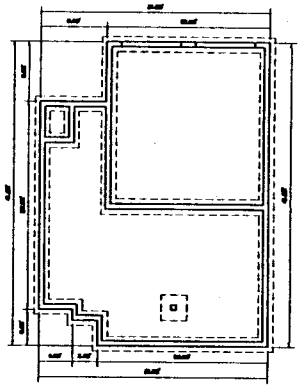
FEE RECORDER

JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP2

RECEIVED

MAR 13 2001

PARK CITY PLANNING DEPT.



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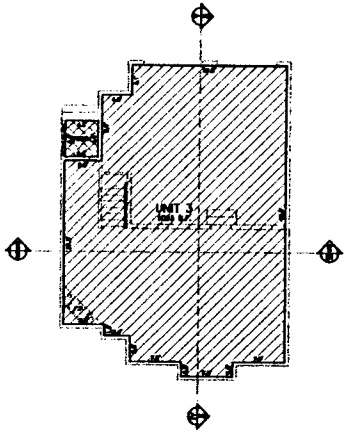
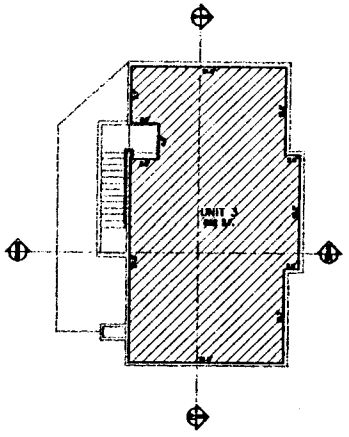
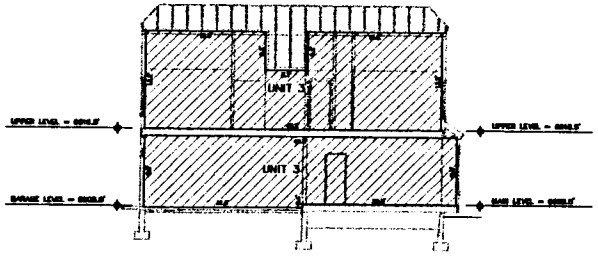


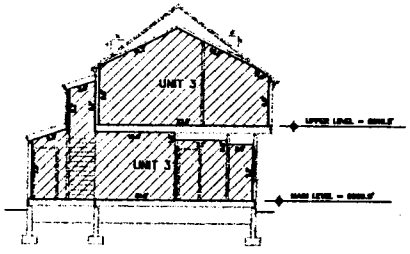
MAIN LEVEL



UPPER LEVEL



SECTION "A"



SECTION "B"

COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP

UNIT 3

LEGEND

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

NOTES:

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6. BENCHMARK: SEE SHEET 1 OF 3 FOR LOCATION AND ELEVATION.
7. ALL FLOOR ELEVATIONS ARE ABOVE SEA LEVEL.
8. UNLESS OTHERWISE INDICATED, ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
9. [0000] INDICATES STREET ADDRESS.
10. THE ALPINE RETREAT OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR ALL "COMMON" SANITARY SEWER LATERALS AND PATHWAYS.

8 0 8 16 FEET

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	1	2	3	4	5	6
UPPER LEVEL	0	0	852	847	0	852
MAIN LEVEL	1028	1228	1083	1083	441	993
BASEMENT LEVEL	0	259	0	0	0	0
TOTAL	1028	1488	1945	1940	441	1845

RECORD OF SURVEY MAP

ALPINE RETREAT @ PARK CITY

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City.

SHEET 3 OF 5

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ RECORDER _____

JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP3

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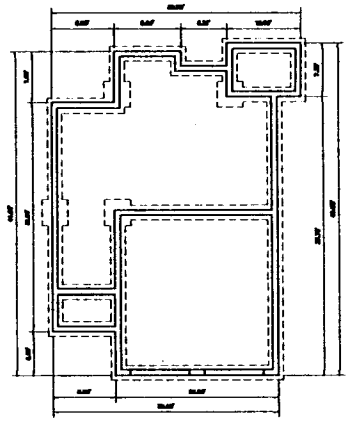
MAR 13 2001
PARK CITY PLANNING DEPT.

27



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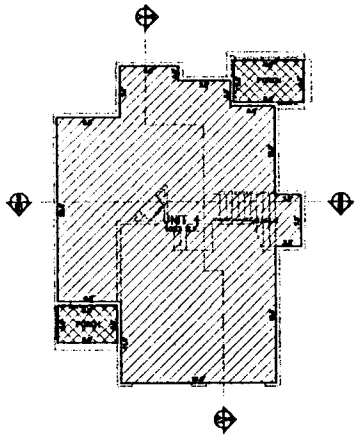
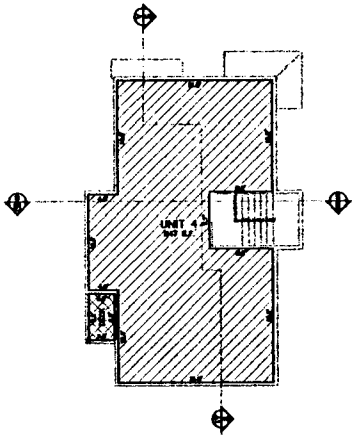
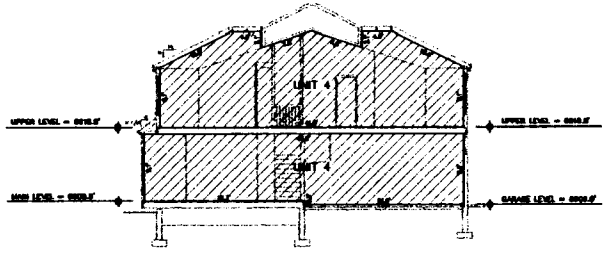


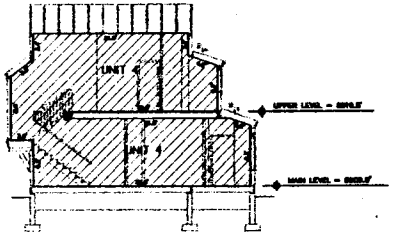
MAIN LEVEL



UPPER LEVEL



SECTION "A"



SECTION "B"

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

UNIT 4

LEGEND

S.F. REPRESENTS SQUARE FEET.

F.P. REPRESENTS FIREPLACE

NOTES:

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9. 0000 INDICATES STREET ADDRESS.
10. THE ALPINE RETREAT OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR ALL "COMMON" SANITARY SEWER LATERALS AND PATHWAYS.

8 0 8 16 FEET

UNIT SQUARE FOOTAGE TABLE

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TOTAL	1028	1488	1945	1940	441	1845

RECORD OF SURVEY MAP

ALPINE RETREAT @ PARK CITY

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City.

SHEET 4 OF 5

JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP4

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ RECORDER

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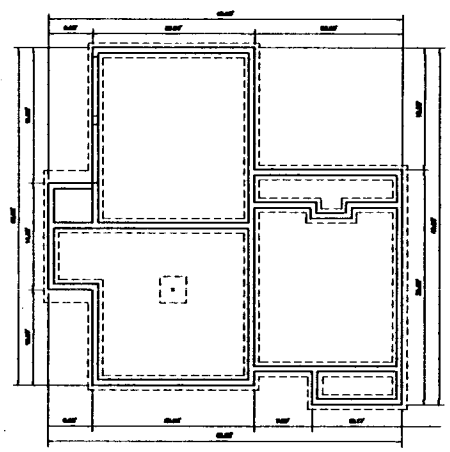
MAR 13 2001

PARK CITY PLANNING DEPT.

28



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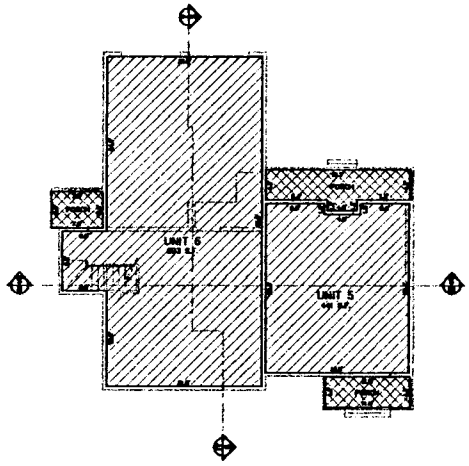
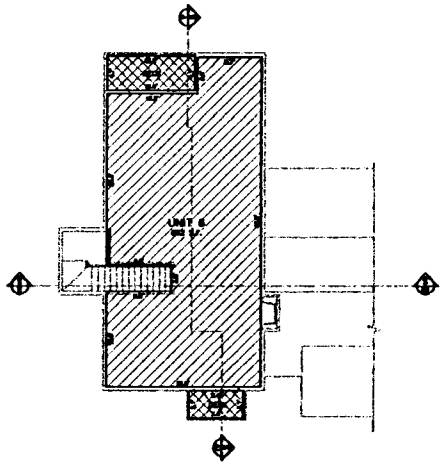
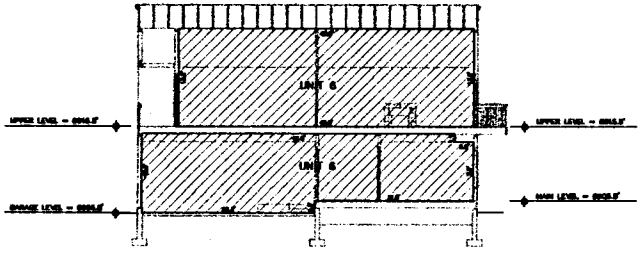


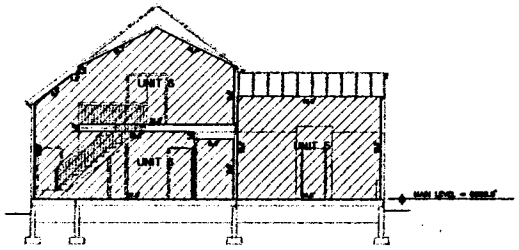
MAIN LEVEL



UPPER LEVEL



SECTION "A"



SECTION "B"

COMMON OWNERSHIP

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

LEGEND

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

NOTES:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY LLOYD DESIGN GROUP ARCHITECTS.
2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
3. ALL UNIT EXTERIOR WALLS ARE 0.5 FEET THICK, ALL GARAGE LEVEL WALLS ARE .67 FEET THICK.
4. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
5. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
6. BENCHMARK: SEE SHEET 1 OF 3 FOR LOCATION AND ELEVATION.
7. ALL FLOOR ELEVATIONS ARE ABOVE SEA LEVEL.
8. UNLESS OTHERWISE INDICATED, ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
9. [0000] INDICATES STREET ADDRESS.
10. THE ALPINE RETREAT OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR ALL "COMMON" SANITARY SEWER LATERALS AND PATHWAYS.

UNITS 5 & 6

8 0 8 16 FEET

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	1	2	3	4	5	6
UPPER LEVEL	0	0	852	847	0	852
MAIN LEVEL	1028	1228	1083	1083	441	893
BASEMENT LEVEL	0	258	0	0	0	0
TOTAL	1028	1488	1945	1946	441	1845

RECORD OF SURVEY MAP

ALPINE RETREAT @ PARK CITY

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH
Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City.

SHEET 5 OF 5

RECEIVED
MAR 13 2001
PARK CITY
PLANNING DEPT.

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ RECORDER _____

JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP5

29

driveway location standards for additions to Historic Buildings when the scale of the addition or driveway location is Compatible with the Historic Structure, and complies with all other provisions of this Chapter, the Building and the Fire Codes.

15-2.2.6. BUILDING HEIGHT.

No Structure shall be erected to a Height greater than twenty-seven feet (27'). In cases where due to excavation Final Grade is lower than Existing Grade, no exterior wall (Measured to the top of the plate) shall exceed a Height of twenty-two feet (22'). This limitation shall not include the wall area within a gable end or wall dormer approved by the Community Development Department and/or the Historic District Commission.

The following exceptions apply:

(A) Antenna, chimney, flue, vent, or similar Structure, up to five feet (5') above the maximum Height.

(B) Mechanical equipment up to five feet (5') above the maximum Height.

(C) To accommodate a roof form consistent with the Historic District Design Guidelines, the Community Development Department may grant additional Building Height provided that no more than twenty percent (20%) of the ridgeline exceeds the Height requirement.

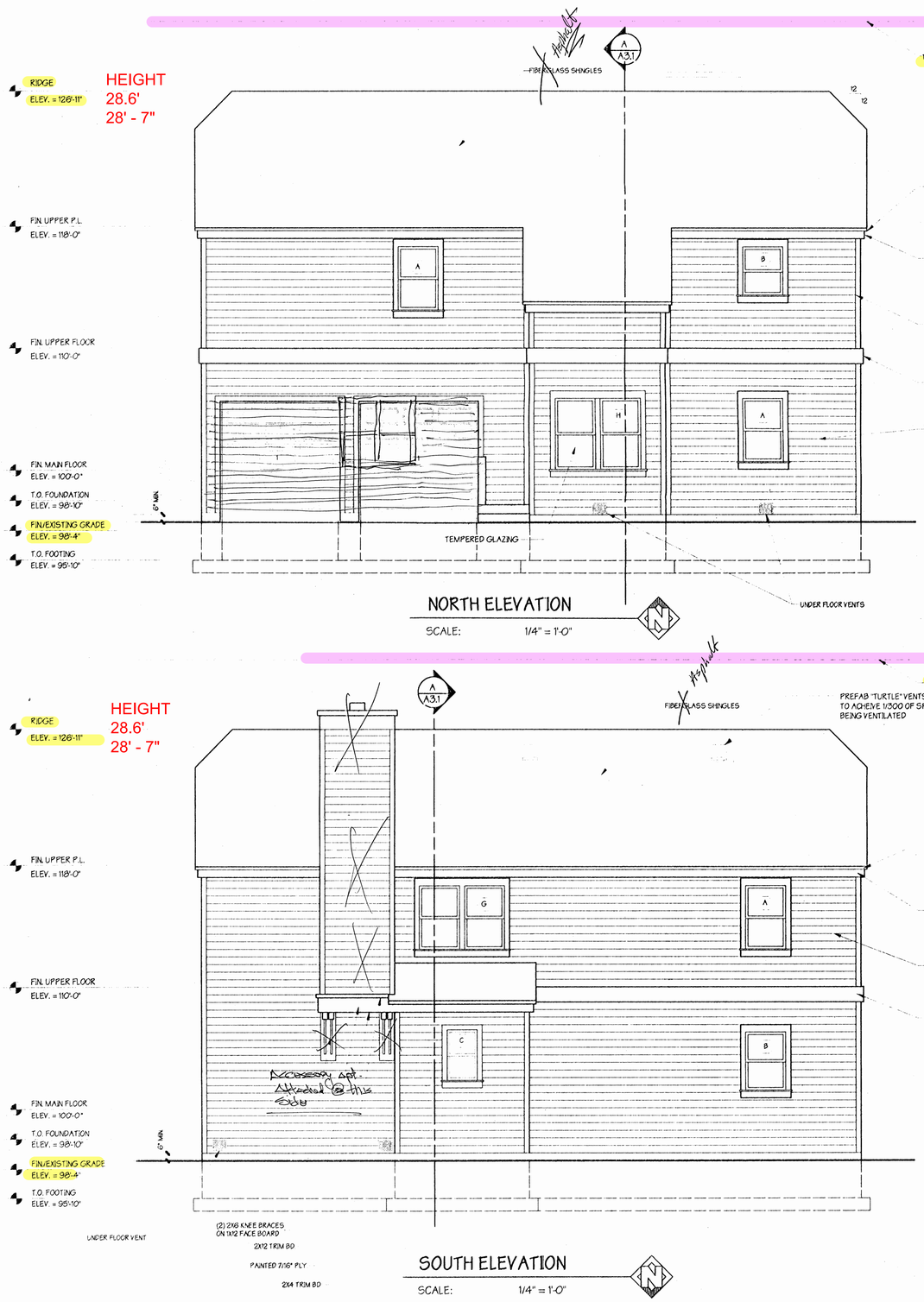
15-2.2.7. DEVELOPMENT ON STEEP SLOPES.

Development on Steep Slopes must be environmentally sensitive to hillside areas, carefully planned to mitigate adverse effects to neighboring land and Improvements, and consistent with the Historic District Design Guidelines.

(A) **ALLOWED USE**. An allowed residential Structure and/or access to said Structure located upon an existing Slope of thirty percent (30%) or greater must not exceed a total square footage of one thousand square feet (1000 sq. ft.) including the garage.

(B) **CONDITIONAL USE**. A Conditional Use Permit is required for any Structure in excess of one thousand square feet (1000 sq. ft.) if said Structure and/or access is located upon any existing Slope of thirty percent (30%) or greater. The Community Development Department shall review all Conditional Use Permit applications and forward a recommendation to the Planning Commission. The Planning Commission shall review all Conditional Use Permit applications as Consent Calendar items, unless the Planning Commission removes the item from the Consent Agenda and sets the matter for a Public Hearing. Conditional Use Permit applications shall be subject to the following criteria:

(1) **LOCATION OF DEVELOPMENT**. Development is located and designed to reduce visual and environmental impacts of the Structure.



APPROVED
MAR 22 2000
PARK CITY BUILDING INSPECTION
PLANNING DEPT.
APPROVED
DATE 1-31-00

LLOYD DESIGN GROUP AIA
ARCHITECTS PLANNERS
511 EAST BROADWAY
SALT LAKE CITY, UT
(801) 328-3245
FAX (801) 328-3246

STATE OF UTAH
GLEN ASHTON LLOYD
100132
REGISTERED ARCHITECT

DATE
APRIL 27, 1999

REVISIONS
JULY 29, 1999 (PLAN REVIEW)

Remodels and New Structures for:
BOYLE CONDO #5
1266-1274 Park Avenue
Park City, Utah

SHEET NO:
A2.1

Park City Surveying
P.O. Box 682993
Park City, UT 84068
(435)649-2918
(435)649-4637 fax

October 04, 2024

Alpine Retreat Condo: A Condominium Plat Amendment

Unit	Address	Summit County Parcel ID
Unit 5	1275 Sullivan Rd	ARPC-5
Unit 6	1273 Sullivan Rd	ARPC-6

GOOD CAUSE

- **This project will not materially harm the adjacent properties nor their enjoyment of their residences.**
- **This project's 2nd Story Building Addition meets all current Land Management Code requirements.**
- **This project aligns with the visual character, scale, and streetscape of the existing Alpine Retreat Condo property.**
- **No easements, public streets, or rights-of-way will be vacated.**
- **A proposed Driveway Encroachment Agreement will bring existing Condo-Allowed driveway surface parking into Current City compliance.**

PROJECT DESCRIPTION

- This project adds a second-story room above the existing single-story Unit 6.
- This project will not increase footprint density.
- The existing Common and Limited Common areas on the Alpine Retreat @ Park City plat shall not change.

FACTS

- This building was constructed in 1999-2000.
- The Approved plans for the existing Units 5-6 show an allowable building height of 33 feet.
- The older Zoning code may have had a higher allowable building height limit during the 1999 construction. *Our GRAMA request 24-379 is in progress regarding this inquiry.*
- See the next page for the Park City Municipal Code Definition of Good Cause.

Respectfully,

Martina Nelson, P.L.S., Owner
Park City Surveying
martina@pcsurveying.com
Mobile 801-664-8099
Office 435-649-2918

LMC Definition of GOOD CAUSE

Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.

Source: https://parkcity.municipalcodeonline.com/book?type=ordinances#name=15-15_Defined_Terms

Planning Commission
Staff Report

Subject: **Parcel: PCA-S-98-SD-1A**
Application: **PL-24-06159**
Author: **Virgil Lund, Planner II**
Date: **October 9, 2024**
Type of Item: **Modification to a Condition of Approval**

Recommendation

(I) Review the proposed modification to Condition of Approval 18 of the Sommet Blanc Plat requiring completion of the Mid-Mountain Trailhead improvements by October 15, 2024, to October 15, 2025, and (II) consider the request.

Description

Applicant:	Sommet Blanc, LLC Douglas Ogilvy, Applicant Representative
Location:	Parcel: PCA-S-98-SD-1A
Zoning District:	Residential Development
Adjacent Land Uses:	Multi-Family, Recreation Open Space
Reason for Review:	The Planning Commission reviews modifications to the Commission's Final Action.

Background

The Mid-Mountain Trailhead and Parking Area along Marsac Avenue in the Empire Pass area near the Sommet Blanc site (9300 Marsac Avenue) has been an unofficial Parking Area for many years and is popular for recreational users. On March 9, 2022, the Planning Commission approved a Conditional Use Permit (CUP) for the development of 49 residential units and a 3,600-square-foot restaurant at the Sommet Blanc site (Packet; Minutes). The Planning Commission required improvements to the Mid-Mountain Trailhead as part of the 2022 Sommet Blanc approval:

CUP Condition of Approval 24 states:

> *"Applicant shall construct a parking lot at the Mid-Mountain location and reroute the Mid-Mountain trail, which shall be reviewed and approved by the City Trails & Open Space Manager."*

CUP Condition of Approval 25 states:

> *"Applicant shall obtain a license agreement, subject to City Attorney's*

Office approval, which ensures the City's ability to operate, manage and maintain the Mid-Mountain parking lot (snow removal to remain within the EPMOA)."

On September 1, 2022, the City Council approved the Sommet Blanc Condominium Plat (Ordinance No. 2022-33). Condition of Approval 18 states:

"The Mid-Mountain Trailhead parking lot shall be constructed by 10/15/24."

The Applicant proposes improvements to the existing Mid-Mountain Trailhead parking to increase parking spaces from 15 to 29 with two that are ADA compliant. The current paved parking area requires vehicles to back onto Marsac Avenue. The improved parking area will be horizontally separated from Marsac Avenue with a low landscaped berm and includes angle-in parking with a one-way entrance and exit, and parallel parking for vehicles with trailers (Approved Plans).

Parking Areas greater than five Parking Spaces require a CUP in the RD Zoning District. On June 6, 2024, the Applicant submitted a CUP for the required improvements to the Mid-Mountain Trailhead and on June 11, 2024, staff determined the Application was complete. On June 26, 2024, the Planning Commission approved the CUP (Packet, Item 6.A; Minutes, p. 2).

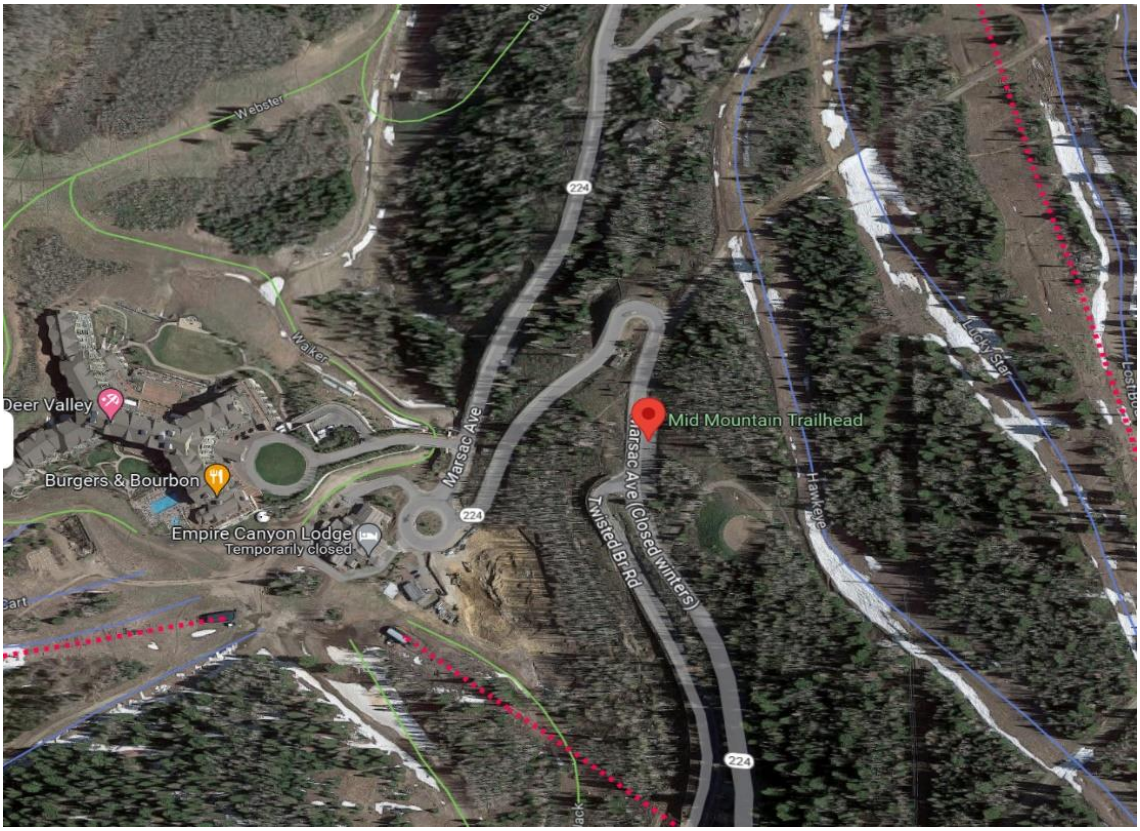


Image 1: Mid Mountain Trailhead Location

Image 2: Existing Conditions at the Mid Mountain Trailhead

On August 27, 2024, the Applicant submitted a building permit application for the trailhead improvements (PLAN24-2036). On September 18, 2024, the Applicant submitted an extension request (Exhibit A). The Applicant requests additional time to coordinate with UDOT for a Conditional Access Permit and changes to the radius of the parking entry and culvert details. Additionally, Rocky Mountain Power's undergrounding project is proposed to cross the parking lot site to underground 15kV lines to Red Cloud and Brighton Estates. The undergrounding easement and location of the Mid-Mountain Trailhead retaining walls require coordination. As a result, the Applicant requests an extension of the Mid-Mountain Trailhead improvements to October 15, 2025.

As a result, staff recommends modifications to Condition of Approval 18:

The Mid-Mountain Trailhead parking lot shall be constructed by ~~10/15/24~~ 10/15/25 and no Certificate of Occupancy shall be issued for a Sommet Blanc unit until the Mid-Mountain Trailhead parking lot improvements are completed as approved by the Planning Commission on June 26, 2024.

Department Review

The Planning Department and City Attorney's Office reviewed this report.

Exhibits

Exhibit A: Applicant's Request for an Extension

Sommet Blanc LLC
Sommet Blanc Residences LLC
P.O. Box 980022
Park City, UT 84098

September 18th, 2024

Ms. Rebecca Ward
Planning Director
Park City Municipal Corporation
rebecca.ward@parkcity.org

Mid Mountain Trailhead Parking Lot
Sommet Blanc Condition of Approval

Dear Ms. Ward,

We appreciate the efforts of your staff in processing final approval of the Building Permit for Sommet Blanc. Construction is proceeding well, but we still have much work to do getting the project above grade and back-filled before the onset of winter.

Meanwhile, we have a Plat Condition of Approval that has become problematic. Per plat approval COA 18, we are required to have Mid Mountain Trailhead parking completed by 10/15/24.

UDOT
While UDOT was firmly in favor of this project when we first discussed it with them in 2022, we did not receive a Conditional Access Permit at that time. When we reached out this spring regarding the CAP, it has taken much longer than expected. UDOT is still firmly in favor of the project, but have requested a few minor drawing changes (eg. Radius of parking entry, culvert details, etc

Rocky Mountain Power
Earlier this summer we first started hearing rumblings about RMP conflicts with the new retaining walls at the parking lot. When we enquired of the RMP engineering department, our contacts were unaware of any projects we should be concerned with. In early August we made contact with the project engineer for the Empire Canyon projects and he provided drawings showing that underground conduit work was stopping at the Marsac/Montage roundabout!

Last week, we learned that the RMP underground project was actually intended to cross the parking lot site. We met with RMP on 9/12 to discuss the issue. RMP is under grounding 15kV lines that run to Red Cloud and Brighton Estates. The 50 kV overhead transmission lines going to Big Cottonwood Canyon will be moved to new steel poles. The current RMP easement goes clear across the parking lot and future stacked rock retaining walls. RMP is strongly averse to power lines under retaining walls so they need to realign the underground power

lines. Reviewing on site, we determined that the best alternative alignment is at the edge of the water easement heading up to PCMC's water tank. This land is owned by REDUS Park City and they are willing to grant an easement for the revised alignment. RMP is eager to get this work done before winter. With limited time prior to the ban on work in roadways and RMP delayed on completing the work on site, it would not be helpful for Sommet Blanc development to start work on the parking lot improvements at this time.

We respectfully request an extension of the 10/15/24 deadline for parking lot improvements while we work through open issues with UDOT and RMP. We won't have access to a tipping site until mid June next year, and doing work in July or August would be a bad idea for the local cycling/hiking community. We can comfortably complete the work by 10/15/25.

Sincerely,

Sommet Blanc LLC
Sommet Blanc Residences LLC
Douglas Ogilvy, Project Manager

Cc. Mark Harrington, City Attorney
mark@parkcity.org

Planning Commission
Staff Report

Subject: 3267 Deer Hollow Road
Application: PL-24-06237
Author: Alec Barton, Senior Planner
Date: October 9, 2024
Type of Item: Founders Place Phase III Condominium Plat - Administrative

Recommendation

(I) Review the Founders Place Condominiums – Phase III Plat, (II) conduct a public hearing, and (III) consider approving the Condominium Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	Deer Crest Associates I, LC Bill Fiveash
Location:	3267 West Deer Hollow Road
Zoning District:	Recreation Commercial
Adjacent Land Uses:	Residential, Deer Valley Resort
Reason for Review:	The Planning Commission reviews and takes Final Action on Subdivisions and Condominium Plats.[1]

CUP	Conditional Use Permit
EV	Electric Vehicle
LMC	Land Management Code
MPD	Master Planned Development
PCMC	Park City Municipal Corporation
RC	Recreation Commercial

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

Summary

The Applicant proposes developing Phase III of the Founders Place Condominiums, which includes construction of Building 4 with 24 market rate residential units totaling 61,507 square feet of Net Floor Area, one 992-square-foot employee housing unit, and an underground parking garage with 35 Parking Spaces. Phase III also includes construction of a pedestrian bridge across Deer Hollow Road, connecting the Development with Phases I and II to the south.

[1] LMC § 15-1-8

Background

On January 12, 2022, the Planning Commission approved a Conditional Use Permit (CUP) and modifications to a Master Planned Development (MPD) to allow the development of Multi-Unit Dwellings at the Founders Place Subdivision. The City Council later adopted Ordinance 2022-03 approving the Subdivision and Ordinances 2022-04 and 2023-34 approving Condominium Plats for Phases I and II of the Development, respectively.

This Application (PL-24-06237) is a Condominium Plat for the third and final phase of Founders Place. Phase III includes a 107,420-square-foot building composed of 24 market-rate residential units, one employee housing unit, and an underground parking garage. The December 8, 2021, Planning Commission Staff Report outlines the background for the larger Founders Place project. Founders Place is also subject to the 1995 Telemark Settlement Agreement between Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation (PCMC), as amended, and the Wasatch County Density Determinations, as amended (Exhibits B and C, respectively).

On October 26, 2023, the City Council adopted Ordinance 2023-49 amending the Land Management Code (LMC) to shift Final Action for Plats from the City Council to the Planning Commission. Therefore, unlike Phases I and II for Founders Place, the Planning Commission takes Final Action on the Phase III Condominium Plat.

On July 26, 2024, the Applicant entered into a Bridge Easement Agreement with Deer Hollow Development 2, LLC, and Founders Place Condominiums Owners Association, Inc. (Wasatch County Recorder Entry No. 548054; Exhibit D). The agreement establishes a bridge easement area, construction staging area, and maintenance access area associated with construction of a pedestrian bridge across Deer Hollow Road, connecting Phase III of the project with Phases I and II to the south. Construction of the pedestrian bridge is included in the Phase III Condominium Plat.

Analysis

(I) The Founders Place Condominiums Phase III Plat complies with the Recreation Commercial Zoning District requirements.

3267 West Deer Hollow Road is in the Recreation Commercial (RC) Zoning District. The purposes of the RC Zoning District include:

- Allow for the Development of hotel and convention accommodations in close proximity to major recreation facilities.
- Allow for resort-related transient housing with appropriate supporting commercial and service activities.
- Encourage the clustering of Development to preserve Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of construction and municipal services.
- Limit new Development on visible hillsides and sensitive view Areas.

Figure 1: Aerial view of the Founders Place Condominiums Phase III Lot.

- Provide opportunities for variation in architectural design and housing types.
- Promote pedestrian connections within Developments and to adjacent Areas.
- Minimize architectural impacts of the automobile.
- Promote the Development of Buildings with designs that reflect traditional Park City architectural patterns, character, and Site designs.
- Promote Park City's mountain and Historic character by designing projects that relate to the mining and Historic architectural heritage of the City.
- Promote the preservation and rehabilitation of Historic Buildings.[2]

Multi-Unit Dwellings are a Conditional Use in the RC Zoning District.[3] The Planning Commission approved a CUP allowing Multi-Unit Dwellings at Founders Place on January 12, 2022. See Exhibit E for the Final Action Letter.

Density

Density for the Founders Place project was established in the 1995 Settlement Agreement (Exhibit B; no more than 83 Multi-Unit Dwellings at 2,400 square feet per unit, totaling 199,200 square feet) and the First Amended Density Determination (Exhibit C; 83 townhouse/cottage units not to exceed 2,400 square feet, totaling 199,200 square feet).

[2] LMC § 15-2.16-1
[3] LMC § 15-2.16-2(B)(1)

Figure 2: View from the Phase III project Site looking south across Deer Hollow Road toward Founders Place Phases I and II.

Figure 3: View from the Phase III project Site looking west, with Deer Hollow Road in the foreground at lower left. St. Regis Deer Valley is visible in the distance at middle left.

The Applicant received approval for 78 market-rate residential units, totaling 199,200 square feet, and six affordable units. Affordable units constructed on site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.[4]

The Applicant constructed 32 market rate units totaling 84,449 square feet in Phase I (Founders Place – Phase I Condominiums; Exhibit H) and 19 market rate units totaling 48,088 square feet in Phase II (Founders Place Condominiums – Phase II; Exhibit I). Under the modified MPD and CUP adopted on January 12, 2022, 27 market rate units totaling 66,663 square feet were proposed for Phase III. The Applicant has reduced the number of market-rate units in Phase III to 24. The combined area of these units is 61,507 square feet. There was no change to the number of affordable units in any phase.

The project complies with the density requirements established in the modified MPD, which was pursuant to the 1995 Settlement Agreement and First Amended Density Determination.

Setbacks

MPDs greater than two acres are required to maintain a 25-foot perimeter Setback.[5] Section VI, ¶ 4 of the First Amended Density Determination requires a 40-foot Front Setback from the Deer Hollow Road centerline, 25-foot Rear Setback, and 10-foot Side Setbacks.

The primary Structure includes minimum Setbacks of nearly 50 feet in the Front, more than 90 feet in the Rear, and more than 55 feet in the Side Yards, as shown in Figure 4.

The Applicant's initial submittal included portions of the support structure for the pedestrian bridge in the Front Setback. The Applicant submitted a modified bridge footprint exhibit showing the support structure entirely outside of the Front Setback (see Figure 5; Exhibit E). Planning staff will work with the Applicant to update the final form and content of the Plat to include this detail (Condition of Approval 1). Modification of the bridge support structure requires updates to the Bridge Easement Agreement recorded with Wasatch County (Entry No. 548054; Exhibit D). Prior to issuance of a building permit for Phase III, the Applicant shall complete the necessary modifications to the easement agreement (Condition of Approval 3).

[4] LMC § 15-6-8
[5] LMC § 15-6-5(C)

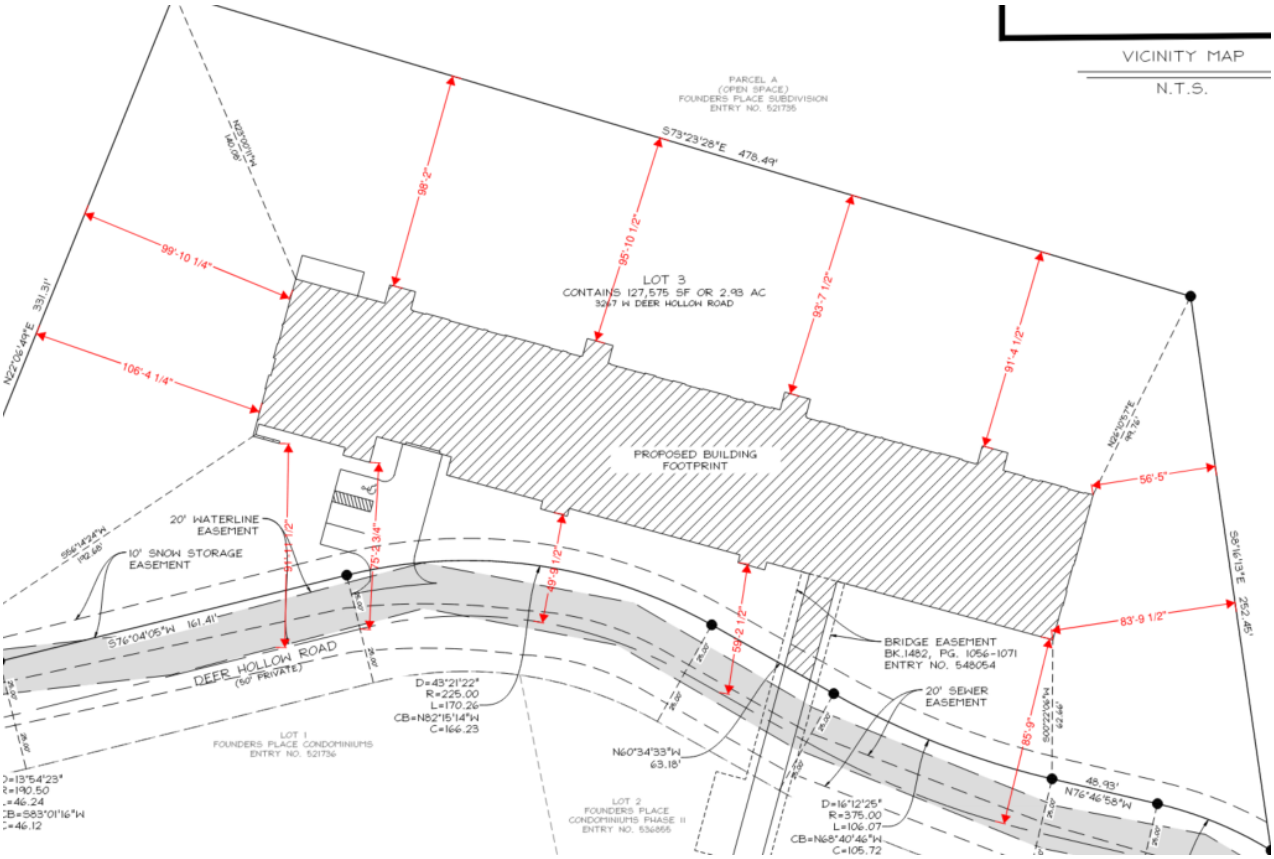


Figure 4: Front, Rear, and Side Yard Setbacks for the primary Structure.

Snow Release

To meet the requirements of LMC § 15-2.16-3(I), Condition of Approval 6 requires the Applicant to resolve snow release issues to the satisfaction of the Chief Building Official prior to issuance of a building permit.

Open Space

Because the Lot was developed as an MPD, the Open Space requirements in LMC § 15-6-5(D) apply. Please see the December 8, 2021, Planning Commission Staff Report outlining the project's compliance with Open Space requirements.

MPDs must contain a minimum of 60% Open Space.[6] The 30.7-acre Parcel for the Founders Place project is 1,337,292 square feet. The combined square footage of building footprints and driveways is 367,714 square feet. More than 72% of the Parcel is Open Space.

[6] LMC § 15-6-5(D)

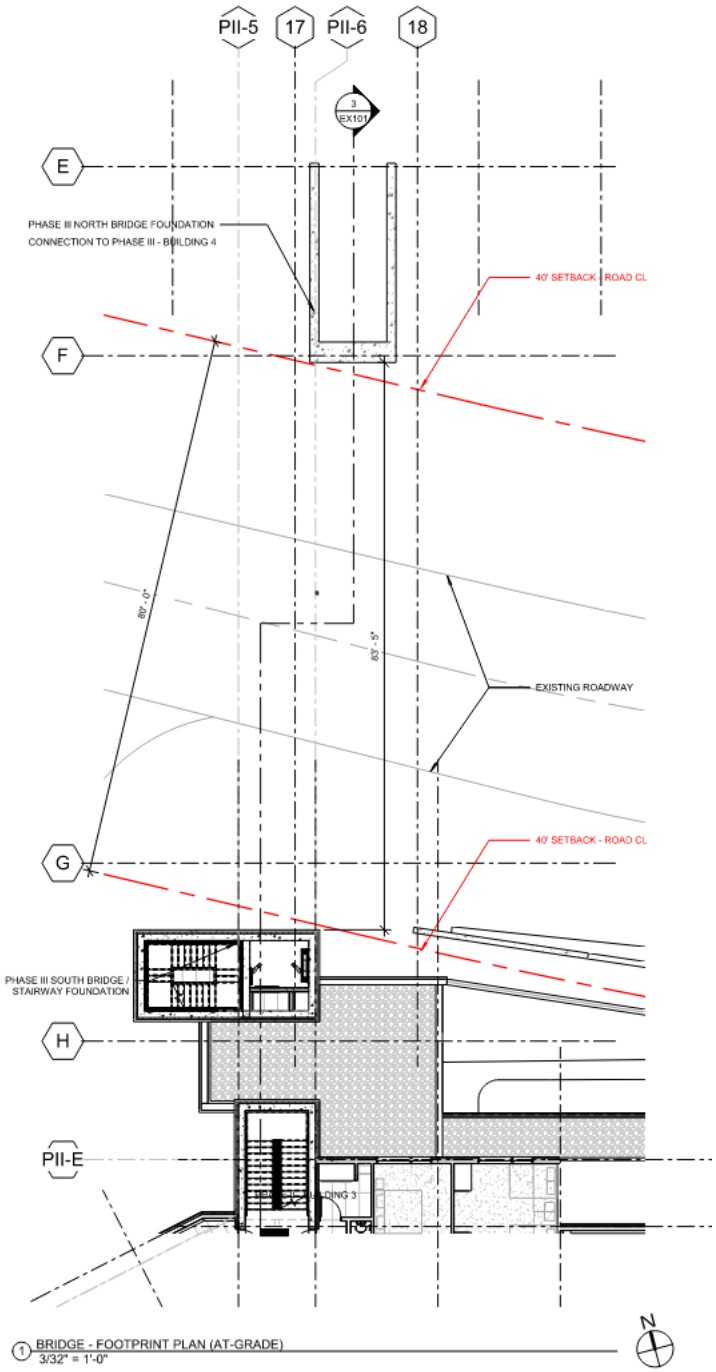


Figure 5: Detail showing the bridge support structure has been moved outside of the Front Setback.

(II) The Founders Place Condominium Phase III Plat includes a proportional reduction in parking based on reduced unit sizes and counts.

Under the modified MPD and CUP approved by the Planning Commission, the Applicant is required to provide 128 Parking Spaces for the Founders Place Condominiums (123 underground and five surface Parking Spaces), a 20% reduction from the requirement of 159 Parking Spaces based on LMC § 15-3-6(A). Phase I included 57 Parking Spaces (53 underground and four surface Spaces), and Phase II included 32 Parking Spaces, all underground.

Phase III is proposed to include 35 underground and three surface Parking Spaces. In total, the proposed project includes 127 Parking Spaces, 120 of them underground and seven on the surface. This means the proposal includes three fewer underground Parking Spaces and one fewer Parking Space overall than required under the modified MPD and CUP.

Because the Applicant modified the size of some units in Phases I and II and reduced the number of units in Phase III, the required parking calculation in LMC § 15-3-6(A) is 153 Parking Spaces, as shown in the table below.

Founders Place Unit Type and Total	Parking Requirement
13 units between 1,000 and 2,000 square feet	19.5 parking spaces
62 units 2,000 square feet or greater	124 parking spaces
Affordable units totaling approximately 5,600 square feet	9 parking spaces
TOTAL PARKING	**153**

In proposing 127 Parking Spaces across three phases of Development, the Applicant's requested parking reduction is 17%, somewhat lower than the 20% parking reduction requested and approved under the modified MPD and CUP. In the context of the overall Development, the parking proposed for the Phase III Condominium Plat is consistent with the modified MPD and CUP approvals.

	LMC Parking Requirement	Proposed Parking Spaces	Requested Reduction
MPD/CUP Approval	159	128	20%
• **Phases I & II Building Plans** • **Phase III Plat**	153	127	17%

At the time the modified MPD and CUP were approved, LMC § 15-3-11 required Electric Vehicle (EV) Charging Stations for 5% of the first 200 required Parking Spaces and EV Charging Station Infrastructure (or conduit) for 20% of the first 100 required Parking Spaces and for 5% of required Off-Street Parking Spaces above 100. The Founders Place project was approved with conditions of approval requiring six EV Charging Stations and conduit for 22 EV Charging Stations. Prior to issuance of a building permit

for Phase III, the Applicant shall demonstrate that the project is compliant with these conditions (Conditions of Approval 7-8).

The modified MPD and CUP also included conditions of approval requiring outdoor bicycle parking for 13 bicycles and an ongoing ride-share service providing reliable pick-up for owners, employees, and guests of Founders Place. Prior to issuance of a building permit for Phase III, the Applicant shall demonstrate that the project is compliant with these conditions (Conditions of Approval 9-10).

(III) The Founders Place Condominium Phase III Plat complies with the requirements of the approved Housing Mitigation Plan, modifications to the Master Planned Development, and the Multi-Unit Dwelling Conditional Use Permit.

Paragraph 5.2.3.1 of the 1995 Settlement Agreement requires four percent of the total number of units within Founders Place to be affordable employee units in compliance with Resolution No. 7-95.

The Housing Mitigation Plan exceeds this requirement by providing two mitigation measures: six on-site units and a community benefit fee. The Housing Mitigation Plan implements the fee in accordance with state law which requires that 0.50% of the net purchase price for each market-rate unit sale at Founders Place Phase III be transferred to PCMC for the City's affordable housing budget. Fees will be transferred to Park City through December 31, 2035 (Exhibit G).

On June 28, 2022, the Developer entered into a Restrictive Covenant with the City for the purposes of protecting affordability and sustainability of the affordable units at Founders Place (Wasatch County Recorder Entry No. 521740; Exhibit I). The four affordable units for Phase I will be complete in December. Phase II includes one affordable unit to be complete in August 2025. Phase III includes the construction of one affordable unit, identified on the plat as an employee housing unit. No Certificate of Occupancy for any market-rate units will be issued until the affordable units within the Phase are complete (Condition of Approval 4).

(IV) There is Good Cause for the Founders Place Condominium Phase III Plat.

LMC § 15-7.1-6(C) requires the Planning Commission to make a finding of Good Cause prior to taking Final Action on a Subdivision or Condominium Plat. LMC § 15-1-1 defines Good Cause as "providing positive benefits and mitigating negative impacts, determined on a case by case basis, to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City, and furthering the health, safety, and welfare of the Park City community."

As outlined in the January 12, 2022, Planning Commission Staff Report, the Founders Place proposal improves the development for the Site compared to the 1995 Site Plan

(Exhibit K) and reduces the overall Site disturbance by decreasing the Limit of Disturbance by 40%, the driveway square footage by 53%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 4%, and the exposed retaining wall face square footage by 34%. For Phase III, the gross floor area is reduced by 7.7% relative to the modified MPD and CUP approved by the Planning Commission on January 12, 2022.

The Deer Crest Master Association furnished a letter indicating plans for the entirety of Founders Place, including Phase III, have been reviewed and approved (Exhibit M).

(V) The Park City Development Review Committee reviewed the Founders Place Condominiums Phase III Plat on September 3, 2024, and did not require Conditions of Approval.[7]

(VI) The Wasatch County Development Review Committee reviewed the Founders Place Condominiums Phase III Plat on September 5, 2024, and requires landscape irrigation plans and sewer and water construction drawings to be coordinated with Jordanelle Special Service District.

Condition of Approval 11 requires the Applicant to provide landscape irrigation plans for review of water dedication to Jordanelle Special Service District prior to issuance of a building permit.

Condition of Approval 12 requires the Applicant to coordinate plan review and receive approval for sewer and water construction drawings with Jordanelle Special Service District and the District Engineer prior to issuance of a building permit.

(VII) The Founders Place Condominiums Phase III Plat includes additional recommended Conditions of Approval to ensure compliance with the Land Management Code, the modified Master Planned Development, and the Multi-Unit Dwelling Conditional Use Permit.

Condition of Approval 13 requires the Applicant to submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by Development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.

Condition of Approval 14 requires the Applicant to submit to the Planning Director written approval of the project's emergency vehicle access from the Wasatch County Fire District within thirty (30) days of approval of the Phase III Condominium Plat.

[7] The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

Department Review
The Planning Department, Engineering Department, and City Attorney's Office reviewed this report.

Notice
Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on September 25, 2024. Staff mailed courtesy notice to property owners within 300 feet on September 25, 2024. The *Park Record* published notice on September 25, 2024.[8]

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

Alternatives
- The Planning Commission may approve the Condominium Plat;
- The Planning Commission may deny the Condominium Plat and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date uncertain.

Exhibits
A: Draft Final Action Letter
Attachment 1: Proposed Founders Place Condominiums – Phase III Plat
B: 1995 Settlement Agreement
C: First Amended Wasatch County Density Determination
D: Pedestrian Bridge Easement Agreement
E: Pedestrian Bridge Footprint Modification
F: Founders Place Modified MPD and CUP Final Action Letter
G: Founders Place Housing Mitigation Plan
H: Founders Place – Phase I Condominiums Plat
I: Founders Place Condominiums – Phase II Plat
J: Restrictive Covenant for Affordable Units
K: Slalom Village 1995 Site Plan
L: Wasatch County DRC Comments
M: Deer Crest Master Association Approval

[8] LMC § 15-1-21

Planning Department

October 10, 2024

Bill Fiveash
853 E. Valley Blvd, Suite 200
San Gabriel, CA 91776
(435) 714-0267

CC: Deer Crest Associates I, L.C.

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	3267 W. Deer Hollow Rd
Zoning District:	Recreation Commercial
Application:	Condominium Plat
Project Number:	PL-24-06237
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	October 9, 2024
Project Summary:	The Applicant Proposes Developing Phase III of the Founders Place Condominiums, which Includes Construction of Building 4 with 24 Market Rate Residential Units Totaling 61,507 Square Feet of Net Floor Area, One 992-Square-Foot Employee Housing Unit, an Underground Parking Garage, and a Pedestrian Bridge across Deer Hollow Road Connecting the Development with Phases I and II to the South in the Recreation Commercial Zoning District.

Action Taken

On October 9, 2024, the Planning Commission conducted a public hearing and approved the Founders Place Condominiums – Phase III Plat according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. On January 12, 2022, the Planning Commission approved a Conditional Use Permit (CUP) and modifications to a Master Planned Development (MPD) to allow the development of Multi-Unit Dwellings at the Founders Place Subdivision.
2. The City Council later adopted Ordinance 2022-03 approving the Subdivision and Ordinances 2022-04 and 2023-34 approving Condominium Plats for Phases I and II of the Development, respectively.
3. PL-24-06237 is a Condominium Plat for the third and final phase of Founders Place. Phase III includes a 107,420-square-foot building (Building 4) composed of 24 market rate residential units, one employee housing unit, and an underground parking garage.
4. Founders Place is also subject to the 1995 Telemark Settlement Agreement between Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation (PCMC), as amended, and the Wasatch County Density Determinations, as amended.
5. The City Council adopted Ordinance 2023-49 amending the Land Management Code to shift Final Action for Plats from the City Council to the Planning Commission.
6. On July 26, 2024, the Applicant entered into a Bridge Easement Agreement with Deer Hollow Development 2, LLC, and Founders Place Condominiums Owners Association, Inc. The agreement establishes a bridge easement area, construction staging area, and maintenance access area associated with construction of a pedestrian bridge across Deer Hollow Road.
7. The Founders Place Condominiums Phase III Plat complies with the Recreation Commercial Zoning District requirements.
8. The project does not exceed density requirements established in the 1995 Settlement Agreement and First Amended Density Determination.
9. Section VI, ¶ 4 of the First Amended Density Determination requires a 40-foot Front Setback from the Deer Hollow Road centerline, 25-foot Rear Setback, and 10-foot Side Setbacks. The primary Structure includes minimum Setbacks of nearly 50 feet in the Front, more than 90 feet in the Rear, and more than 55 feet in the Side Yards.
10. The Applicant submitted a modified bridge footprint exhibit showing the support structure entirely outside of the Front Setback. Planning staff will work with the Applicant to update the final form and content of the Plat to include this detail.

11. The Applicant must resolve snow release issues to the satisfaction of the Chief Building Official prior to issuance of a building permit.
12. The 30.7-acre Parcel for the Founders Place project is 1,337,292 square feet. The combined square footage of building footprints and driveways is 367,714 square feet. More than 72% of the Parcel is Open Space.
13. In proposing 127 Parking Spaces across three phases of Development, the Applicant's requested parking reduction is 17%, somewhat lower than the 20% parking reduction requested and approved under the modified MPD and CUP. In the context of the overall Development, the parking proposed for the Phase III Condominium Plat is consistent with the modified MPD and CUP approvals.
14. The project includes conditions of approval requiring the Applicant to demonstrate compliance with standards for Electric Vehicle Charging Stations and Infrastructure, outdoor bicycle parking, and ongoing ride-share service.
15. The Founders Place Condominium Phase III Plat complies with the requirements of the approved Housing Mitigation Plan, modifications to the Master Planned Development, and the Multi-Unit Dwelling Conditional Use Permit. The Housing Mitigation Plan exceeds the requirements of the 1995 Settlement Agreement by providing six on-site units and a community benefit fee.
16. Staff finds Good Cause for this Plat Amendment because the Founders Place proposal improves the development for the site compared to the 1995 Site Plan and reduces the overall Site disturbance by decreasing the Limit of Disturbance, driveway square footage, gross building footprint, linear retaining wall square footage, and exposed retaining wall face.
17. The Park City Development Review Committee reviewed the Founders Place Condominiums Phase III Plat on September 3, 2024, and did not require Conditions of Approval.
18. The Wasatch County Development Review Committee reviewed the Founders Place Condominiums Phase III Plat on September 5, 2024, and requires landscape irrigation plans and sewer and water construction drawings to be coordinated with Jordanelle Special Service District.
19. The Founders Place Condominiums Phase III Plat includes additional recommended Conditions of Approval to ensure compliance with the Land Management Code, the modified Master Planned Development, and the Multi-Unit Dwelling Conditional Use Permit.
20. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on September 25, 2024.

21. Staff mailed courtesy notice to property owners within 300 feet on September 25, 2024. The Park Record published courtesy notice on September 25, 2024.

Conclusions of Law

1. There is Good Cause for this Condominium Plat because the approved Founders Place project improves the development for the site compared to the 1995 Site Plan and reduces the overall Site disturbance by decreasing the Limit of Disturbance, driveway square footage, gross building footprint, linear retaining wall square footage, and exposed retaining wall face.
2. The Plat is consistent with the Plat requirements outlined in LMC Chapter 15-7.1.
3. Neither the public nor any person will be materially injured by the Plat.
4. Approval of the Plat, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and Conditions of Approval, prior to recordation of the plat. The final form and content of the plat shall be updated to show the pedestrian bridge support structure is outside of the Front Setback, as documented in the Applicant's Bridge Footprint Exhibit attached to the Staff Report.
2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.
3. Prior to issuance of a building permit, the Bridge Easement Agreement recorded with Wasatch County (Entry No. 548054) shall be updated to reflect necessary modifications to accommodate the bridge support structure.
4. Founders Place Phase III is subject to all Conditions of Approval included in the Final Action Letter dated January 12, 2022, for Modification to a Master Planned Development and Conditional Use Permit (PL-21-05056 and PL-21-04917).
5. No Certificate of Occupancy for any market rate unit for Founders Place Condominiums Phase III shall be issued by the City until the employee housing unit required for Phase III is complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
6. The Applicant shall resolve snow release issues to the satisfaction of the Chief Building Official prior to issuance of a building permit.

7. Prior to issuance of a building permit, the Applicant shall demonstrate the overall Founders Place project complies with Condition of Approval 13 from the modified MPD/CUP approval: *The Applicant shall include Electric Vehicle Charging Station Infrastructure for 22 Parking Spaces in the plans submitted for building permit review. The Founders Place Covenants, Conditions, and Restrictions shall put future property owners on notice of the Electric Vehicle Charging Stations Infrastructure. The breaker panel containing the Electric Vehicle Charging Station Infrastructure shall also identify the conduit for future Electric Vehicle Charging Station Infrastructure*.
8. Prior to issuance of a building permit, the Applicant shall demonstrate the overall Founders Place project complies with Condition of Approval 14 from the modified MPD/CUP approval: *The Applicant shall include six Electric Vehicle Charging Stations in the plans submitted for building permit review and shall install six Electric Vehicle Charging Stations ready for use at the time the City issues a Certificate of Occupancy. The first Electric Vehicle Charging Station installed shall be a dual port with one Charging Station that is ADA accessible. This dual port shall count as one Charging Station. Dual-port Charging Stations installed thereafter shall count as two Charging Stations. The Electric Vehicle Charging Stations shall comply with location, signage, use information, cord management, protection, snow removal, and maintenance requirements outlined in LMC § 15-3-11(E). Electric Vehicle Charging Stations shall be open and available to all employees, residents, and guests.*
9. Prior to issuance of a building permit, the Applicant shall demonstrate the overall Founders Place project complies with Condition of Approval 10 from the modified MPD/CUP approval: *The Applicant shall include bike racks for securing at least 13 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike rack must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.*
10. Prior to issuance of a building permit, the Applicant shall demonstrate the overall Founders Place project complies with Conditions of Approval 9 from the modified MPD/CUP approval: *The Development Agreement shall require the Founders*

Place Homeowner Association to finance and operate an ongoing ride-share service that (1) provides pick-up within 15 minutes of request for owners, employees, and guests; (2) provides service anywhere within the Park City area; and (3) encourages the use of shared ride services from the SLC airport through pre-arrival assistance in booking such services and by notifying owners and guests of the availability of onsite alternatives.

11. The Applicant shall provide landscape irrigation plans for review of water dedication to Jordanelle Special Service District prior to issuance of a building permit.
12. The Applicant shall coordinate plan review and receive approval for sewer and water construction drawings with Jordanelle Special Service District and the District Engineer prior to issuance of a building permit.
13. The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by Development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.
14. The Applicant shall submit to the Planning Director written approval of the project's emergency vehicle access from the Wasatch County Fire District within thirty (30) days of approval of the Phase III Condominium Plat.
15. The Plat shall include a note stipulating that no gas utility connections are permitted in the residential units.
16. There is no residual density or units resulting from this approval. The difference in density and units between this approval and prior maximum density and unit ranges may not be used in future phases/amendments nor transferred.

If you have questions or concerns regarding this Final Action Letter, please call (435) 731-6088 or email alexander.barton@parkcity.org.

Sincerely,

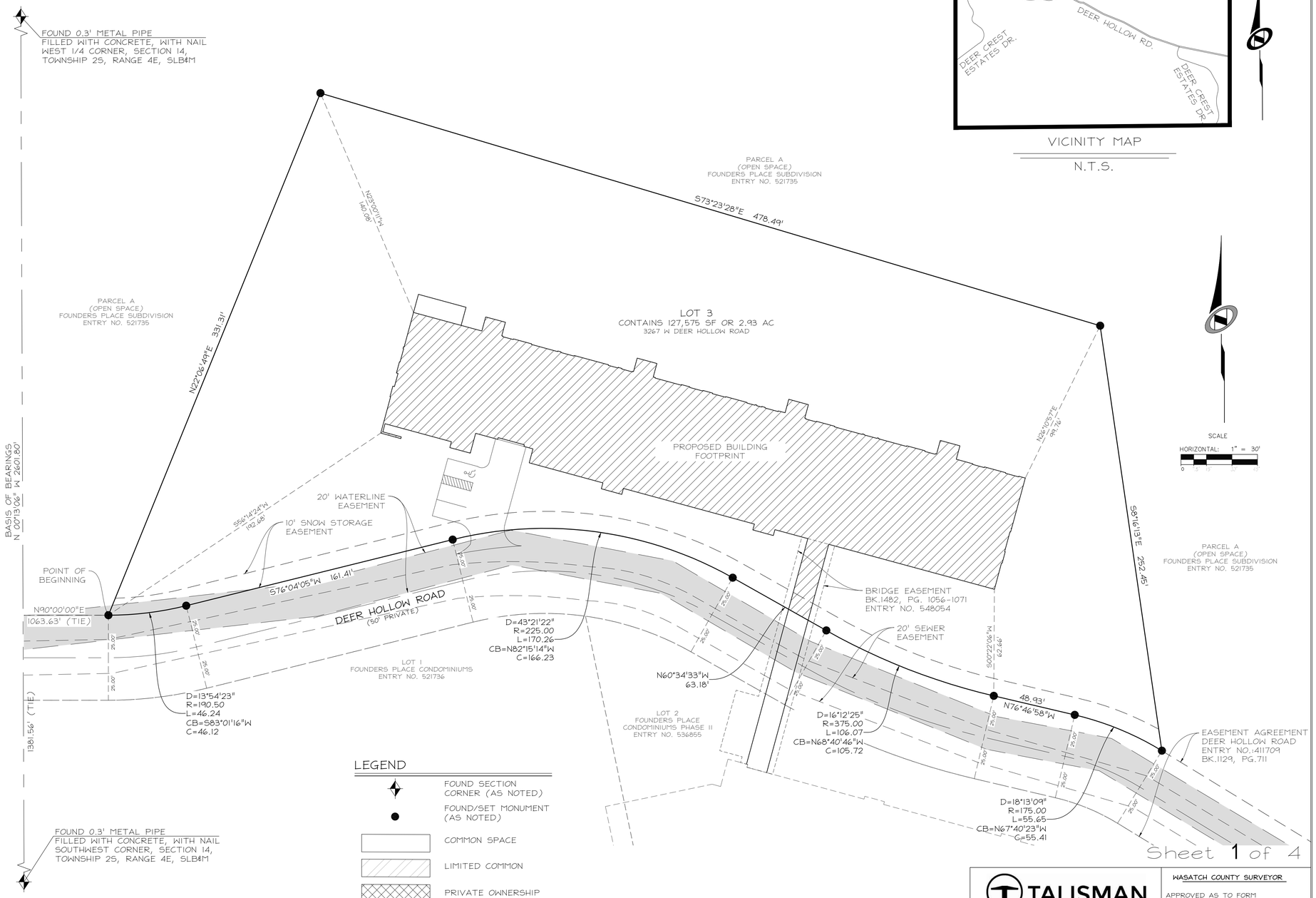
Sarah Hall
Planning Commission Chair

CC: Alec Barton

N:\24-010 - FOUNDERS PLACE PHASE 3\CADD\SURVEY\MASTER

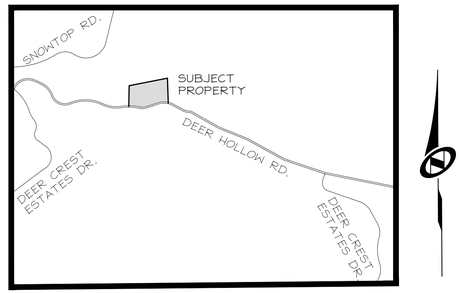
FOUNDERS PLACE CONDOMINIUMS - PHASE III

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN,
WASATCH COUNTY, UTAH



LEGEND

- FOUND SECTION CORNER (AS NOTED)
- FOUND/SET MONUMENT (AS NOTED)
- COMMON SPACE
- LIMITED COMMON
- PRIVATE OWNERSHIP



VICINITY MAP

N.T.S.

SCALE

HORIZONTAL: 1" = 30'

0 15 30 60 120

SURVEYOR'S CERTIFICATE

I, NATHAN CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NO. 10175981 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY AND HAVE REFERENCE A RECORD OF SURVEY MAP OF THE EXISITNG PROPERTY BOUNDARIES IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED THE BOUNDARY LOCATIONS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I DO FURTHER CERTIFY THAT I HAVE CAUSED TO BE MADE UNDER MY DIRECTION AND BY THE AUTHORITY OF THE OWNER. FOUNDERS PLACE CONDOMINIUM - PHASE III, A UTAH CONDOMINIUM PROJECT, IN ACCORDANCE WITH THE PROVISIONS OF THE UTAH CONDOMINIUM OWNERSHIP ACT.

NATHAN CHRISTENSEN
PROFESSIONAL LAND SURVEYOR
UTAH CERTIFICATE NO. 10175981

LEGAL DESCRIPTION

ALL OF LOT 3, OF THE FOUNDERS PLACE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT, RECORDED AS ENTRY NO. 521735, IN THE OFFICE OF THE WASATCH COUNTY RECORDERS.

TOGETHER WITH A RIGHT AND EASEMENT OF USE AND ENJOYMENT IN AND TO THE COMMON AREAS DESCRIBED, AND AS PROVIDED FOR, IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, WHICH INCLUDE, WITHOUT LIMITATION, AND EASEMENT FOR VEHICULAR INGRESS AND EGRESS OVER AND ACROSS SAID COMMON AREAS TO AND FROM SAID LOT TO A PHYSICALLY OPEN AND LEGALLY DEDICATED PUBLIC STREET.

PLAT NOTES

1. THIS CONDOMINIUM PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN PARK CITY ORDINANCE 2023-34.
2. ALL AREAS OUTSIDE OF THOSE DESIGNATED AS PRIVATE OWNERSHIP AND LIMITED COMMON ON SHEETS 1 - 4 SHALL BE COMMON AREA.
3. THE DIMENSIONS OF THE PRIVATE SPACES AND SQUARE FOOTAGE CALCULATIONS ARE BASED ON DRAWINGS BY SPARANO + MOONEY ARCHITECTURE. THE SQUARE FOOTAGES SHOWN ON THIS PLAT ARE CALCULATED IN ACCORDANCE WITH THE UTAH CONDOMINIUM ACT AND THE DECLARATION OF CONDOMINIUM FOR FOUNDERS PLACE CONDOMINIUMS ("DECLARATION"). SUCH CALCULATIONS TYPICALLY DIFFER SOMEWHAT FROM THE SQUARE FOOTAGE DETERMINED BY THE ARCHITECT OR OTHERS USING DIFFERENT METHODS OF DETERMINING UNIT SIZE. IT IS THE INTENT THAT THE PRIVATE OWNERSHIP AREA OF THE UNITS WILL BE AS CONSTRUCTED.
4. ALL COMMON STRUCTURAL ELEMENTS ARE DESIGNED AS COMMON AREAS AND FACILITIES, AS DESCRIBED IN THE DECLARATION.
5. BUILDING TIES ON THIS SHEET ARE FROM THE PROPERTY LINE TO THE BUILDING FOUNDATION AS SHOWN.
6. ALL COMMON AREAS AND FACILITIES ARE DEDICATED AS NON-EXCLUSIVE EASEMENTS TO PARK CITY MUNICIPAL CORPORATION, JORDANELLE SPECIAL SERVICE DISTRICT, WASATCH COUNTY FIRE DISTRICT, AND WASATCH COUNTY FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY AND DRAINAGE INSTALLATION, USE, MAINTENANCE, AND EVENTUAL REPLACEMENT.
7. ACCESS TO THE UNITS IS BY PRIVATE ROADS AND IS NOT WARRANTED BY PARK CITY.
8. UNIT MM-06 IS A DEED RESTRICTED EMPLOYEE/AFFORDABLE HOUSING UNIT.
9. UTILITY STRUCTURES SUCH AS GROUND SLEEVES AND TRANSFORMERS AND OTHER DRY UTILITY BOXES MUST BE LOCATED ON THE LOT.
10. THE DEER CREST MASTER ASSOCIATION, INC ("THE @MASTER ASSOCIATION") TOGETHER WITH THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF DEER CREST, AS AMENDED ("@MASTER DECLARATION"), REQUIRES THE MEMBERSHIP OF EACH UNIT OWNER. MEMBERS ARE SUBJECT TO THE TERMS OF ITS ARTICLES OF INCORPORATION, BYLAWS, RULES AND REGULATIONS AND OTHER GOVERNING DOCUMENTS THAT MAY BE ESTABLISHED FROM TIME TO TIME BY THE MASTER ASSOCIATION, INCLUDING ASSESSMENTS AND REINVESTMENT FEES AS PROVIDED THEREIN.
11. OWNERS AND POTENTIAL BUYERS OF ANY UNIT OR LAND WITHIN THE LOTS DEPICTED ON THIS PLAT ARE GIVEN NOTICE THAT THEY OWN OR ARE BUYING PROPERTY IN A RESORT AREA IN WHICH ALL-SEASON RESORT ACTIVITIES ARE CONDUCTED AND WHERE CERTAIN RISKS ARE PRESENT, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY AND IMPROVEMENTS AND PERSONAL INJURY AND DEATH CAUSED BY ERRANT SKIERS, MOUNTAIN BIKERS AND OTHER RESORT PATRONS, EQUIPMENT, MACHINE-MADE SNOW, HEAVY EQUIPMENT, CONSTRUCTION OR IMPROVEMENTS OF FACILITIES, OBJECTS OR EQUIPMENT FALLING FROM LIFTS, WATER RUNOFF, DRAINAGE, HEAVY SNOW FALLS, WIND PATTERNS, AND OTHER CONDITIONS THAT 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.
12. DEER HOLLOW ROAD IS A PRIVATE ROAD TO BE OWNED, OPERATED, MAINTAINED AND REPAIRED BY THE MASTER ASSOCIATION FOR THE USE AND BENEFIT OF THE OWNERS OF PROPERTY IN DEER CREST IN ACCORDANCE WITH THE MASTER DECLARATION. DEER HOLLOW ROAD IS NOT A PUBLIC ROAD OR RIGHT-OF-WAY.
13. THIS PLAT RECORDS A TOTAL OF 61,507 SF OF RESIDENTIAL UNIT AREA THAT IS NOT SUBJECT TO THE UNIT EQUIVALENT (UE) FORMULA. THE TOTAL UNIT AREA IS COMPRISED OF TWENTY-FOUR (24) UNITS.
14. EMPLOYEE UNIT MM-06 IS EXCLUDED FROM THE TOTAL RESIDENTIAL UNIT AREA.
15. VEHICULAR ACCESS THROUGH THE CONTROLLED ACCESS GATE IS LIMITED SOLELY TO RESIDENTS AND GUESTS AND SHALL OTHERWISE BE CLOSED AT ALL TIMES.
16. ALL CONSTRUCTION TRAFFIC, REGARDLESS OF VEHICULAR WEIGHT, IS LIMITED TO U.S. HIGHWAY 40 AND THE EASTERN PERIMETER CONTROLLED ACCESS GATE.
17. PUBLIC SAFETY ACCESS AND UTILITY EASEMENTS ARE HEREBY DEDICATED FOR ALL ROADS.
18. PERMANENT MAINTENANCE OF ALL PERIMETER GATES, ROADS, HARD SURFACED PEDESTRIAN/BICYCLE PATHWAYS, INCLUDING SNOW REMOVAL, SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR HOMEOWNERS' ASSOCIATION, TO THE REASONABLE SATISFACTION OF PARK CITY.
19. PARK CITY MUNICIPAL CORPORATION IS A THIRD-PARTY BENEFICIARY TO THIS PLAT.
20. IN THE EVENT OF AN EMERGENCY, WASATCH COUNTY FIRE HAS A PERPETUAL RIGHT TO ACCESS THE REAR OF ALL STRUCTURES VIA ANY MEANS NECESSARY.
21. JORDANELLE SPECIAL SERVICE DISTRICT HAS 20' WIDE WATER LINE EASEMENTS AND ACCESS EASEMENTS FOR THE PURPOSE OF OPERATING, MAINTAINING, REPAIRING, EVENTUAL REPLACEMENT AND UPGRADE OF ONE OR MORE UNDERGROUND PIPELINES AND APPURTENANCES FOR CONVEYANCE, DISTRIBUTION, AND/OR TRANSMISSION OF WATER, IN THEIR CURRENT LOCATION, AS WELL AS FUTURE UTILITY LINES AND/OR RELOCATIONS APPROVED BY THE DISTRICT.
22. SEE RECORD OF SURVEY 003768 IN THE WASATCH COUNTY SURVEYOR'S OFFICE.
23. WASATCH COUNTY FIRE HAS THE RIGHT TO APPROVE GROUND SURFACE ACCESS TO REAR OF ALL STRUCTURES.
24. FIRE SPRINKLERS ARE REQUIRED FOR ALL NEW CONSTRUCTION

OWNER'S DEDICATION AND CONSENT TO RECORD:

KNOW ALL BY THESE PRESENTS THAT THE UNDERSIGNED IS THE OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSES THE BUILDING CONSTRUCTED HEREON TO BE DIVIDED INTO UNITS, TOGETHER WITH EASEMENTS AS SET FOR TO BE HEREAFTER KNOW AS FOUNDERS PLACE CONDOMINIUMS - PHASE III AND DO HEREBY DEDICATE FRO THE PERPETUAL USE OF THE PUBLIC TRAILS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PRIVATE ROAD AND PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF THE UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNER ALSO HEREBY CONVEYS ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED SET HIS/HER HAD
THIS _____, DAY OF_____, 202__.

_____,
BY:_____,
ITS:_____,

ACKNOWLEDGEMENT:

STATE OF UTAH _____
COUNTY OF_____, } S.S.

ON THIS _____DAY OF_____, 202__, _____, 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 THAT HE IS THE AUTHORIZED SIGNATORY OF _____, A UTAH LIMITED LIABILITY COMPANY, AND THAT FOUNDERS PLACE CONDOMINIUM - PHASE III, WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS OPERATING AGREEMENT OR RESOLUTION OF ITS MEMBERS, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED FOUNDER PLACE CONDOMINIUM - PHASE III.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN: _____

TALISMAN
CIVIL CONSULTANTS
5217 SOUTH STATE STREET
SUITE 200
MURRAY, UT 84107
801.743.1300

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM
THIS _____DAY
OF_____, 20 ____.
RECORD OF SURVEY NO._____,

_____
WASATCH COUNTY SURVEYOR

WASATCH COUNTY FIRE DISTRICT

APPROVED THIS _____DAY
OF_____, 20 ____.

_____
FIRE CHIEF

JORDANELLE SPECIAL SERVICES DISTRICT AND SPECIAL IMPROVEMENT DISTRICT

APPROVED THIS _____DAY
OF_____, 20 ____.

_____
GENERAL MANAGER

PLANNING COMMISSION

RECOMMENDED BY THE PARK CITY PLANNING COMMISSION
THIS _____DAY OF_____, 20 ____.

_____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____DAY
OF_____, 20 ____.

_____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____DAY
OF_____, 20 ____.

_____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____DAY
OF_____, 20 ____.

_____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____DAY OF_____, 20 ____.

_____
PARK CITY RECORDER

RECORDER

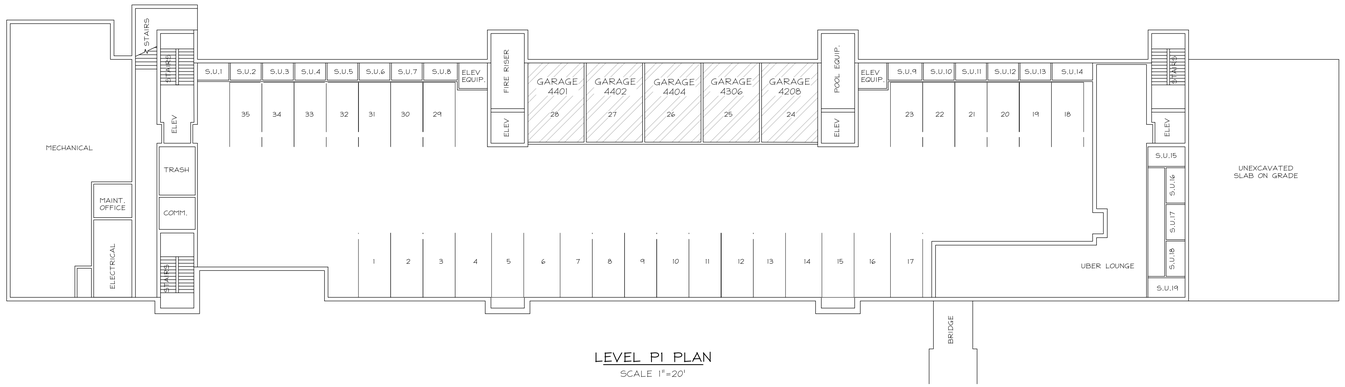
STATE PF UTAH, COUNTY OF WASATCH, AND FILED AT THE REQUEST OF _____,
ENTRY NO._____, DATE_____, TIME_____,
BOOK:_____, PAGE:_____, FEE_____,

_____
WASATCH COUNTY RECORDER

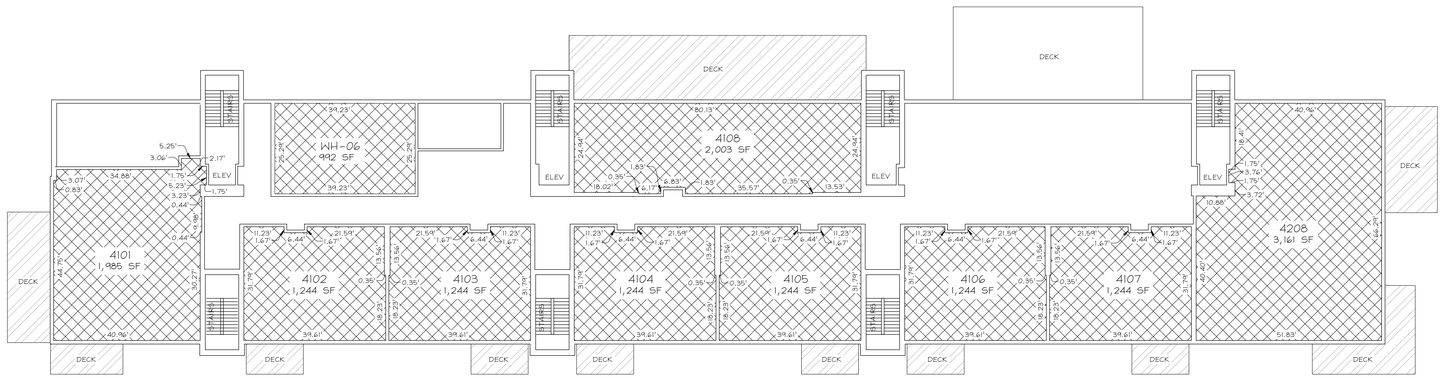
N:\24-010 - FOUNDERS PLACE PHASE 3\CADD\SURVEY\MASTER

FOUNDERS PLACE CONDOMINIUMS - PHASE III

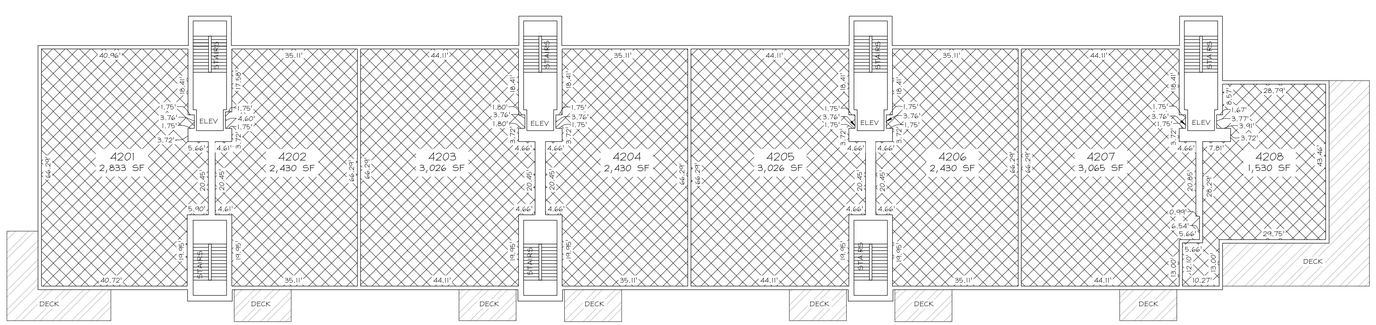
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN,
WASATCH COUNTY, UTAH



LEVEL P1 PLAN
SCALE 1"=20'



LEVEL 1 PLAN
SCALE 1"=20'



LEVEL 2 PLAN
SCALE 1"=20'

LEGEND

- COMMON SPACE
- LIMITED COMMON
- PRIVATE OWNERSHIP
- S.U.I STORAGE UNIT
- ELEV. ELEVATOR

TALISMAN
CIVIL CONSULTANTS
1588 SOUTH MAIN STREET
SUITE 200
SALT LAKE CITY, UT 84115
801.743.1300

RECORDED #

STATE OF UTAH, COUNTY OF WASATCH, RECORDED AND FILED AT THE

REQUEST OF: _____

ENTRY NO: _____

DATE: _____ TIME: _____

BOOK: _____ PAGE: _____

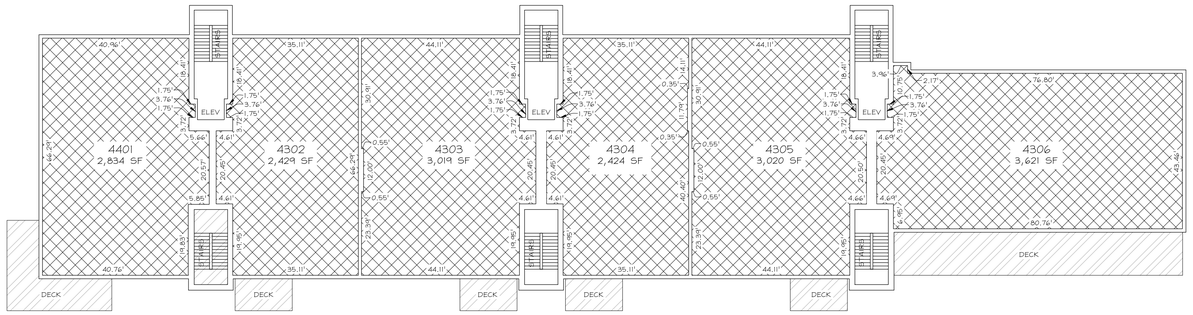
FEE $

WASATCH COUNTY RECORDER

N:\24-010 - FOUNDERS PLACE PHASE 3\CADD\SURVEY\MASTER

FOUNDERS PLACE CONDOMINIUMS - PHASE III

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN,
WASATCH COUNTY, UTAH



LEVEL 3 PLAN
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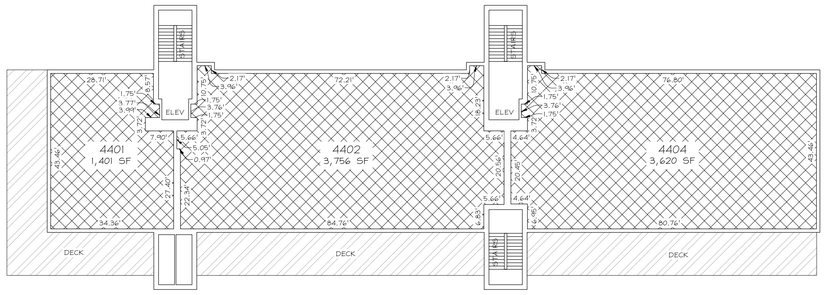

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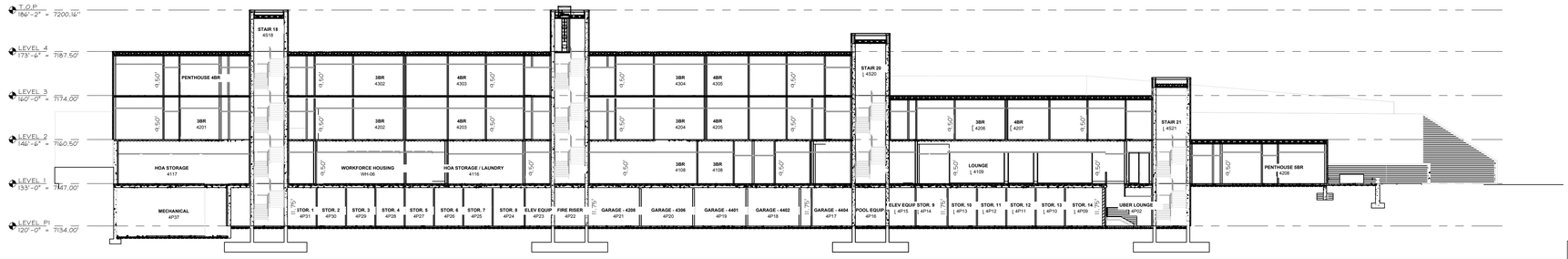

CROSS SECTION 13
SCALE 1"=20'

LEGEND

	COMMON SPACE
	LIMITED COMMON
	PRIVATE OWNERSHIP
S.U.I	STORAGE UNIT
ELEV.	ELEVATOR

Sheet 3 of 4

PROJECT OWNER
ADDRESS

TALISMAN
CIVIL CONSULTANTS
1588 SOUTH MAIN STREET
SUITE 200
SALT LAKE CITY, UT 84115
801.743.1300

RECORDED #

STATE OF UTAH, COUNTY OF WASATCH,
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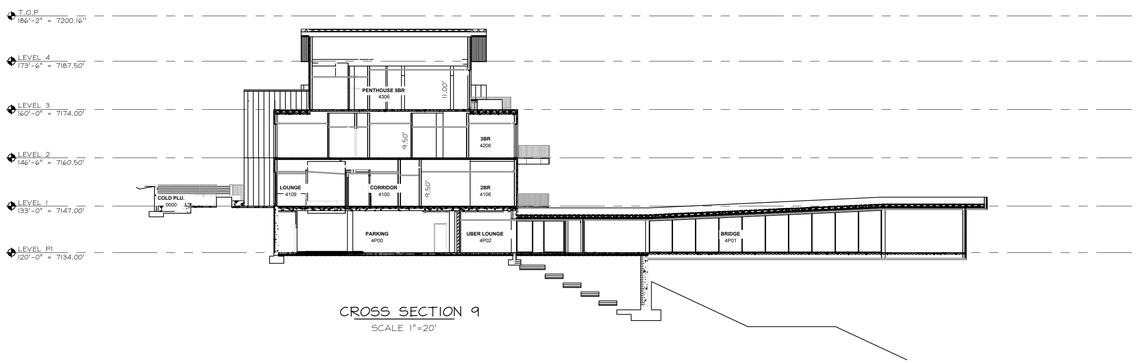
WASATCH COUNTY, UTAH



CROSS SECTION 9
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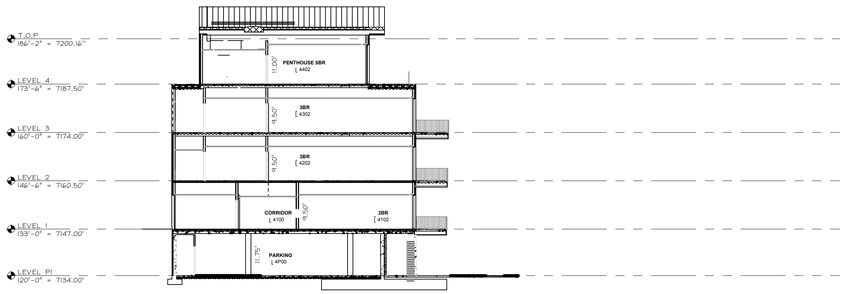

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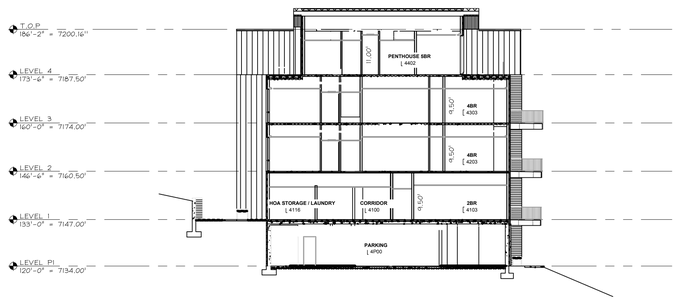

CROSS SECTION 5
SCALE 1"=20'

LEGEND

- COMMON SPACE
- LIMITED COMMON
- PRIVATE OWNERSHIP
- S.U.I — STORAGE UNIT
- ELEV. — ELEVATOR

Sheet 4 of 4

PROJECT OWNER
ADDRESS

TALISMAN
CIVIL CONSULTANTS
1588 SOUTH MAIN STREET
SUITE 200
SALT LAKE CITY, UT 84115
801.743.1300

RECORDED #

STATE OF UTAH, COUNTY OF WASATCH,
RECORDED AND FILED AT THE

REQUEST OF: _____

ENTRY NO: _____

DATE: _____ TIME: _____

BOOK: _____ PAGE: _____

FEE $

WASATCH COUNTY RECORDER

SETTLEMENT AGREEMENT

BY AND BETWEEN

PARK CITY CONSOLIDATED MINES COOMPANY,
a Utah corporation,

TRANS-WASATCH COMPANY, L.L.C.,
a Utah limited liability company,

AND

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah

DATED: DECEMBER 29, 1995

SETTLEMENT AGREEMENT

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into as of this _____ of December, 1995, by and between PARK CITY CONSOLIDATED MINES COMPANY, INC., a Utah corporation, TRANS-WASATCH COMPANY, L.L.C., a Utah limited liability company (the "Property Owners") and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("Park City").

RECITALS

A. The Property Owners own or control a total of approximately 678 acres of real property more particularly described in Exhibit "A" (the "Property").

B. Park City is named in a legal action filed by the Property Owners in Trans-Wasatch Company, et al. v. Park City Municipal Corporation, Civil No. 930390001, which was originally filed in the Third Judicial District Court, Summit County, State of Utah, on September 10, 1993 (the "Action"). The parties also have additional disputes as of this date that are not alleged in the Action, but which the parties intend to resolve by this Agreement.

C. Without conceding or waiving their respective positions, the parties desire to settle all of their outstanding disputes and to redefine certain rights and obligations between them.

AGREEMENT

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

I.

PURPOSE AND INTENT

1.1 The purpose and intent of this Agreement is to provide a framework for the resolution of all outstanding issues and disputes between the parties. This framework, by necessity, makes the full force and effect of this Agreement contingent upon the happening of certain events within the discretion of non-party jurisdictions. The only obligation or representation created upon signing this Agreement is that, upon the deposit into escrow of the building permit referenced in Section 4.5, Property Owners shall diligently pursue and attempt to accomplish the following succession of events as more fully set forth: (a) an amended density determination as outlined in the Development Section of this Agreement (Section V), also defined herein as the Amended Telemark Park Resort, or an amended density determination acceptable to each of the parties; and (b) the abandonment and/or vacation of Keetley Road within the Property. Once both of these events occur, all further contract rights and obligations set forth herein shall vest. Similarly, if either one of these events does not occur, then the remaining obligations, releases and representations contained in this Agreement shall have no force and effect.

1.2 The parties intend that upon completion of the conditions precedent described in Section 1.1, and (a) the installation of temporary gates across Keetley Road, (b) dismissal of the Action with prejudice, and (c) the release of the building permit to improve and pave Keetley Road to the Property Owners, Property Owners shall have the right to use Keetley Road as vehicular access to the development anticipated herein in accordance with the terms and conditions set forth in this Agreement.

II.

THE PROPERTY

2.1 The legal description of the Property, which is the subject of this Agreement, is attached hereto as Exhibit "A" and incorporated into this Agreement by reference. No property may be added to the legal description for purposes of this Agreement without the express written consent of the parties.

2.2 It is understood and acknowledged by the parties that the Property straddles the Wasatch County and Summit County lines and both penetrates and abuts the Park City Municipal Corporation boundary. A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County, and approximately 70 acres lie within the Park City Municipal Corporation city limits.

III.

DEFINITIONS

The following terms shall be used throughout this Agreement and, unless specified otherwise, have the following meanings:

3.1 **Property Owners**. The term Property Owners shall mean and refer to Park City Consolidated Mines Company, a Utah corporation, and Trans-Wasatch Company, L.L.C., a Utah limited liability company, as well as the assigns, successors, purchasers and/or transferees of these companies. The term Property Owners shall also mean and refer to the past, present and future officers, directors, shareholders, agents, employees and attorneys of Park City Consolidated Mines Company and Trans-Wasatch Company, only to the extent that it is legally permissible for these companies, acting through their authorized officers or directors, to individually bind or represent such persons or entities.

3.2 **Park City**. The term Park City shall mean and refer to Park City Municipal Corporation, a political subdivision of the State of Utah, its past, present and future members of its City Council, Mayor, City Manager, City Attorney, staff, employees and agents, both personally and in their professional capacities.

3.3 **1991 Density Determination**. The term 1991 Density Determination means and refers to the Wasatch County density determination for the Wasatch County portion of the Property filed in 1991 under Wasatch County Recording No. 158784.

3.4 **Development Plan.** The term Development Plan means and refers to the development anticipated for the entire Property as set forth in Section V, and depicted in Exhibit "B" attached hereto.

3.5 **Amended Telemark Park Resort.** The term Amended Telemark Park Resort shall mean and refer to that development anticipated and described herein for that real property lying within Wasatch County and depicted in Exhibit "C" attached hereto. The Amended Telemark Park Resort generally consists of a plan to construct one ski chair lift (the Slalom Village Chair), and, if feasible, an additional ski chair lift associated with the Telemark Park Village (the US-40 Chair), ski runs, and six distinct communities or neighborhoods known as the Snowtop Neighborhood (as defined and described in Section 5.2.1), the Roosevelt Gap Development (as defined and described in Section 5.2.2), the Slalom Village Development (as defined and described in Section 5.2.3 herein), the Little Baldy Neighborhood (as defined and described in Section 5.2.5 herein), the St. Louis Neighborhood (as defined and described in Section 5.2.4 herein), and the Telemark Park Village (as defined and described in Section 5.2.6 herein).

3.6 **Snowtop/Hidden Hollow**. The term Snowtop/Hidden Hollow means and refers to the development anticipated for that real property as depicted in Exhibit "D" attached hereto and described more fully in Section 5.2.1.

3.7 **Roosevelt Gap Development**. The term Roosevelt Gap Development means and refers to the development anticipated for that real property as depicted in Exhibit "E" attached hereto and described more fully in Section 5.2.2.

3.8 **Snow Park Hotel Site**. The term Snow Park Hotel Site shall mean and refer to the development of that real property as depicted in Exhibit "E" attached hereto and more fully described in Section 5.2.2.

3.9 **Slalom Village Area**. The term Slalom Village Area means and refers to the development anticipated for that real property as depicted in Exhibit "F" attached hereto and more fully described in Section 5.2.3.

3.10 **St. Louis Neighborhood**. The term St. Louis Neighborhood means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.4.

3.11 **Little Baldy Neighborhood**. The term Little Baldy Neighborhood means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.5.

3.12 **Telemark Park Village.** The term Telemark Park Village means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.6.

3.13 **Keetley Road**. The term Keetley Road shall mean and refer to that portion of the right of way, which lies within the Property, and which runs in a southeasterly direction from Queen Esther Drive in Park City, over McKinley Gap to the east end of the Property near U.S. Highway 40.

IV.

DISMISSAL OF ACTION

4.1 **Dismissal of Action.** The Action may be dismissed with prejudice at any time by the Property Owners. The Action shall be dismissed with prejudice upon: (a) Wasatch County's amendment of the 1991 Density Determination (Amended Telemark Park Resort) as provided herein, and (b) the abandonment and/or vacation of Keetley Road. Nothing herein shall require the dismissal of the Action with prejudice until the preceding events have occurred. Dismissal of the Action shall be accomplished by filing the Stipulation of Dismissal with Prejudice in the form attached hereto as Exhibit "G".

4.1.1 **Dismissal Checklist.** Prior to the execution of the Stipulation of Dismissal with Prejudice, the parties will acknowledge their agreement to the completion of specific conditions precedent to dismissal (the "Dismissal Checklist"), a copy of which is attached hereto as Exhibit "H."

4.2 **Amendment of Wasatch County 1991 Density Determination.** Concurrent with the execution of this Agreement, Property Owners shall proceed in Wasatch County to seek an amendment to the 1991 Density Determination into the Amended Telemark Park Resort in accordance with the terms and conditions set forth herein.

4.3 **Abandonment of Keetley Road.** Upon Wasatch County's amendment of the 1991 Density Determination into the Amended Telemark Park Resort, Property Owners shall commence and diligently pursue, in accordance with Utah law, proceedings in

Park City and Wasatch County that will lead to formal abandonment and/or vacation of public rights of access, if any, in Keetley Road.

4.3.1 Third Party Access. Concurrent with the execution of this Agreement, the Property Owners and Park City have secured executed agreements, to the satisfaction of Park City, from Weilenmann, Land der Berg, LLC, United Park City Mines Company, and Deer Valley Resort Company, concerning their maximum anticipated private rights to use Keetley Road, which are in addition to the Property Owners' access rights as contemplated herein, subsequent to abandonment and/or vacation as contemplated by this Agreement. Copies of said executed agreements are attached hereto as Exhibit "I." ~~To the extent that the third parties referred to above and/or their agents and employees use Keetley Road in any manner other than as expressly contemplated in the emergency access provisions of the third party agreements,~~ Property Owners shall indemnify Park City for any costs associated with enforcing the emergency access provisions of the third party agreements and shall pay to Park City One Hundred Dollars ($100.00) per vehicle which uses Keetley Road under non-emergency circumstances ~~in violation of the emergency access provisions of the third party agreements.~~

4.3.1.1 Additional Density from Third Party Agreements. The additional maximum density intended in the third party agreements are in addition to the density contemplated by the Development Plan as outlined in this Agreement. Nothing herein constitutes an endorsement by Park City of the proposed third party densities nor prevents Park City from contesting the merits of the third party development proposals.

4.3.2 **Conditional Vacation of Keetley Road/Reservation of Rights/ Obligation to Record Amended Density Determination.** The petition to abandon and/or vacate the Wasatch County portion of Keetley Road may be conditioned upon Wasatch County's approval of the Amended Telemark Park Resort. If the Park City portion of Keetley Road is not vacated, Property Owners retain the right and discretion to refrain from recording Wasatch County's density determination for Amended Telemark Park Resort. If the Park City portion of Keetley Road is vacated and the building permit to improve and pave Keetley Road is released from escrow to Property Owners, the Property Owners shall immediately record Wasatch County's density determination for the Amended Telemark Park Resort.

4.4 **Temporary Physical Disconnection.** Within 30 days of Park City's abandonment and/or vacation of Keetley Road, Property Owners shall construct temporary gates, in accordance with Section 5.3.5 *infra*, which shall precede a permanent physical disconnection of Keetley Road as outlined in this Agreement. A temporary physical disconnection shall be deemed to have occurred when the Property Owners have constructed (at the Property Owners' cost and expense) at least two temporary gates across the historic configuration of Keetley Road, which preclude unauthorized vehicular traffic as more fully described in Section 4.4.1. One such temporary gate shall be located across Keetley Road near its intersection with Queen Esther Drive.

4.4.1 **Access Rights Upon Installation of Temporary Gates.** Property Owners, who are record title holders, shall retain the right to use Keetley Road to

access the Property for all reasonable purposes, except for construction traffic which is expressly prohibited by Section 5.3.2. Property Owners shall not permit real estate agents access to the Property via Keetley Road from Park City prior to the issuance of the first single family residential building permit on a platted lot or the construction and operation of permanent controlled access gates pursuant to Section 5.3.3. Real estate agents shall have access to the Property via the eastern perimeter controlled access gate (either temporary or permanent) prior to the issuance of the first building permit. Real estate agents shall never have unrestricted access to the Property. Each individual lot or multi-family unit purchaser (resident or guest), within the perimeter gates of the Development Plan shall have the same right of access as the Property Owners during that purchaser's ownership of a lot or multi-family unit.

4.5 **Escrow of Building Permit for Keetley Road.** Concurrent with the execution of this Agreement, Park City shall place in escrow a building permit to improve and pave the Park City portion of Keetley Road. The escrow agent selected by the Parties is First American Title Company, Park City, Utah. The escrow agent shall deliver the building permit to the Property Owners consistent with and subject to the terms and conditions described in the escrow instructions attached hereto as Exhibit "J."

4.6 **Order of Dismissal With Prejudice.** With the filing of the Stipulation of Dismissal With Prejudice, the Parties shall immediately secure from the Third Judicial District Court an Order of Dismissal With Prejudice of the Action in substantially the form of Exhibit "K" attached hereto.

4.7 **Development Application Process.** Property Owners will not submit, and Park City will not accept for review and processing, any development application or annexation petition related to the Property until: (1) the Action is dismissed with prejudice, as set forth in Sections 4.1 and 4.6 above and (2) the temporary gates across Keetley Road have been installed as set forth in Section 4.4 above.

4.8 **Release From Escrow of the Building Permit.** Upon Wasatch County's amendment of the 1991 Density Determination into the Amended Telemark Park Resort, abandonment and/or vacation of Keetley Road, the dismissal of the Action with prejudice, and the installation of temporary gates across Keetley Road as provided herein, the escrow agent [identify by name] shall deliver to the Property Owners the building permit to improve and pave Keetley Road according to the terms contained in the building permit attached hereto as Exhibit "L." Park City has reviewed and approved the construction plans and other materials related to the improvements authorized by the building permit for Keetley Road. Upon release of the building permit from escrow, the building permit shall vest in the Property Owners, and Property Owners shall have the right to proceed with the improvement and pavement of that portion of Keetley Road which is located within the city limits of Park City. Park City shall not be entitled to terminate the building permit unless there has been a material breach of this Agreement, violation of the terms and standards of the building permit or release by the Escrow Agent in violation of the Escrow Instructions, described in Exhibit "J." In the event of a violation of the terms and standards of the building permit or the Escrow Agent releases the building permit in violation of the Escrow Instructions, the

First American Title Company, Park City Office jh

parties shall take reasonable steps to remedy the violation of the building permit or the improper release.

4.9 **Conditional General Release of Park City.** Upon dismissal of the Action with prejudice, all claims (including without limitation, claims for attorneys' fees, expenses and disbursements), demands, losses, damages, actions, causes of action or suits of any kind whatsoever of Property Owners against Park City, any of its agencies or departments or any of its past or present employees and elected or appointed officials, connected with or arising out of the Action (or any other dispute not alleged in the Action, but pertaining to the Property and which have accrued prior to the date that all conditions precedent to this Agreement are satisfied), shall thereby be remised, released, acquitted and forever discharged. However, nothing in this Agreement shall be construed as a release of any liability arising out of or connected with the breach of any covenant, representation or warranty contained in this Agreement.

4.10 **Conditional General Release of the Property Owners.** Upon dismissal of the Action with prejudice, all claims, (including without limitation, claims for attorneys fees, expenses and disbursement), demands, losses, damages, actions, causes of action or suits of any kind whatsoever of Park City against the Property Owners, their officers, directors, shareholders, subsidiaries, affiliates, agents, employees and their heirs and assigns connected with or arising out of the Action (or any other dispute not alleged in the Action, but pertaining to the Property (excluding property taxes), and which have accrued prior to the date that all conditions precedent to this Agreement are satisfied), shall thereby

be remised, released, acquitted and forever discharged. However, nothing in this Agreement shall be construed as a release of any liability arising out of or connected with the breach of any covenant, representation or warranty contained in this Agreement.

V.

THE DEVELOPMENT

5.1 **Intent to Develop the Property**. Upon the execution of this Agreement, Property Owners will seek to amend the 1991 Density Determination. The anticipated and proposed amendments to the 1991 Density Determination are set forth in this Section V of the Agreement. Property Owners agree to apply and petition to Park City, as appropriate, for development approvals for those portions of the Property (located within Park City or contemplated for possible annexation), as more fully set forth by further provisions in this Section of the Agreement.

5.2 **Density, Use and Configuration.** The Development Plan for the entire Property as anticipated in this Agreement shall not exceed 545 units (150 single-family, 395 multi-family units) with 42,000 gross square feet of commercial space and a 20,000 gross square foot Ski Academy. The parties agree that there shall not be more than:

(a) 338 residential units,

(b) a 20,000 square foot Ski Academy,

(c) support commercial space up to 5% of the gross square footage of the Slalom Village Area multi family units and the Roosevelt Gap Development,

(d) 10,000 square feet of support commercial space at the Little Baldy Neighborhood, and

(e) amenities and recreation facilities as generally identified and depicted herein,

all within the perimeter gates of the Property with access to Park City via Keetley Road through the west perimeter gate. Approximately an additional 182 multi family units located within the Telemark Park Village shall have vehicular access to Park City only via U.S. Highway 40 and S.R. 248.

Units Lying West of East Perimeter Gate

	Single Family	Multi-Family	Max. Size Per Multi-Family Unit
Snowtop	16	0	
Hidden Hollow	4	0	
Roosevelt Gap Development	0	105	2,000 sq. ft./unit
Little Baldy	60	0	
Slalom Village	4	83	2,400 sq. ft./unit
St. Louis	66	0	
Sub-total	150	188	

Units Lying East of East Perimeter Gate

	Single Family	Multi-Family	
Telemark Park Village	0	182*	varied sq. ft.

* Density may increase as provided herein. 370

Snow Park Hotel Site

Snow Park Hotel Site		25*	2,000 sq. ft./unit

* Density may increase as provided herein.

5.2.1 **Snowtop/Hidden Hollow**. The 1991 Density Determination contains an approval for 20 single family lots in the Snowtop neighborhood. Property Owners will prepare a plat for the development of 16 single family lots in the Snowtop neighborhood which they will submit to Wasatch County for review and consideration, with timely written notice and copies of all materials submitted to Wasatch County to Park City. The Hidden Hollow property comprises roughly 84 acres, upon which Property Owners propose to develop four single family Estate lots, with building envelopes, areas of disturbance, limits of disturbance and open space conservation easements, all as generally depicted on the map (for both Snowtop and Hidden Hollow) attached hereto as Exhibit "D."

5.2.1.1 **Annexation Procedure for the Snowtop/Hidden Hollow Area**. Upon dismissal of the Action with prejudice, temporary physical disconnection of the Keetley Road (as provided in Section 4.4 above), and Wasatch County's approval of the final plat for a 16 lot subdivision of the Snowtop neighborhood, Property Owners shall submit to Park City a complete petition for annexation, as limited by this Section, for the Snowtop/Hidden Hollow Area, with offers of dedication of designated open space and conservation easements of contiguous property (the Snowtop/Hidden Hollow Area), all as depicted on Exhibits "D" and "N." The parties agree and acknowledge that the portion of the complete petition for annexation for the Snowtop neighborhood shall be submitted in the form of a final unrecorded plat. Property Owners' petition for annexation for the Snowtop/Hidden Hollow Area may be submitted without a visual analysis or

annexation fee. The petition for annexation of the Snowtop/Hidden Hollow Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing obligation for the Snowtop/Hidden Hollow area shall be one (1) unit. Property Owners' affordable employee housing obligation can be satisfied anywhere on the Property, at Property Owners' discretion. The Park City staff and the City Council have reviewed Exhibit "D" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information requested by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the application within which to annex the Snowtop/Hidden Hollow Area. Property Owners will attempt to supply the additional information necessary for its consideration, review and approval of the petition for annexation. Upon the expiration of the 120 day period, Property Owners may record the final plat and obtain building permits from Wasatch County for the construction of the Snowtop Neighborhood as a Wasatch County development, but will not object to or interfere with Park City's efforts to annex the Snowtop neighborhood after the lesser of one year or the completion and/or installation of the infrastructure.

5.2.1.2 **Annexation Agreement**. If the Snowtop/Hidden Hollow Area is annexed into Park City, then the following conditions of development shall

bind the parties: (a) the density of the Snowtop/Hidden Hollow Area shall not exceed sixteen (16) single-family lots within the Snowtop neighborhood and four Estate lots within the Hidden Hollow neighborhood; (b) the Snowtop neighborhood shall be annexed as platted by Wasatch County; (c) the Hidden Hollow neighborhood shall be annexed as four Estate lots that are restricted by plat, easements, and real covenants to include Property Owners' offer of dedication of conservation easements, designated building envelopes, maximum areas of disturbance, and limits of disturbance as depicted in Exhibit "D" and the Annexation and Open Space Exhibit, Exhibit "N," both of which are attached hereto; (d) the remainder of the Snowtop/Hidden Hollow Area, except roads depicted on Exhibit "B," shall be offered to Park City in fee simple as dedicated open space as generally depicted in Exhibits "D" and "N" attached hereto; and (e) Property Owners shall provide for one (1) unit of affordable employee housing as described in Section 5.2.1.1.

5.2.1.3 **Conditions of Development Absent Park City Annexation.** If the Snowtop/Hidden Hollow Area is not annexed into Park City within the time frames established by Section 5.3.1, as appropriate, Property Owners may seek development approval from Summit County of the Hidden Hollow neighborhood without interference from Park City (as to access, density or use) if and only if: (a) Property Owners seek development approval in Summit County for density in accordance with the configuration and development restrictions depicted in Exhibit "D" and described in Section 5.2.1, or some lesser density, use or configuration and (b) the same area designated for open space dedication and conservation easements proposed in Section 5.2.1.1 and depicted in

Exhibits "D" and "N" shall be preserved by conservation easements granted to and accepted by a public entity or a private non-profit open space conservancy to the reasonable satisfaction of Park City. If the Snowtop/Hidden Hollow Area is not annexed into Park City as provided herein, Property Owners shall have the right to proceed to develop the Snowtop neighborhood as a Wasatch County development, as depicted in Exhibit "D."

5.2.1.4 **Vehicular Access to Snowtop/Hidden Hollow.** Regardless of annexation, if the Action is dismissed with prejudice, there shall be two points of ingress and egress to the Snowtop/Hidden Hollow Area as contemplated in this Agreement. The primary point of ingress and egress shall be via the Keetley Road from Queen Esther Drive to the Snowtop/Hidden Hollow Road. The second point of ingress and egress shall be via Llama Lane to the U.S. 40 West-Side Frontage Road. The second point of vehicular ingress and egress shall not exceed the minimum requirements of a fire apparatus access road as defined in section 10-201 et. seq. of the *Uniform Fire Code*, or as required by the Park City Fire Marshal.

5.2.1.5 **Water Rights** If the Snowtop neighborhood and the Hidden Hollow area are annexed into Park City and Park City provides water service to the Snowtop/Hidden Hollow Area, then Property Owners shall irrevocably offer to transfer and to cooperate in the exchange of the current point of diversion of approximately 15 acre feet of certified water rights pursuant to Weber Basin Appropriation Water Right No. 3006A-10948(3582).

5.2.2 **Roosevelt Gap Development**. The 1991 Density Determination contains an approval for a 64 multi-family unit structure at Roosevelt Gap. Property Owners will seek to amend the 1991 Density Determination and shall pursue annexation into Park City of the Roosevelt Gap/Snowpark Hotel Site Development Area (as depicted in Exhibit "E") to allow for the development of one of the following options: (a) a single 105 multi-family unit structure (2,000 sq. ft./unit) at the Roosevelt Gap Development site connected to the Snow Park Hotel Site via a funicular and associated dedication of trail easements and open space (Alternative A) or (b) a five lot single-family home subdivision encompassing a total area of approximately seven (7) acres at the Roosevelt Gap Development site, as depicted in Exhibit "O," with limits of disturbance (as established and approved in the Amended Telemark Park Resort), and without funicular connection to the Snow Park Hotel Site but with dedication of trail easements and open space (Alternative B). The parties contemplate pursuing and prefer Alternative A. However, prior to development approval of the Snow Park Hotel Site, Property Owners may, upon written notice to Park City, pursue Alternative B. If Park City does not annex the Roosevelt Gap Development under Alternative A or B as provided herein, then Property Owners have the right to seek development approval of the Roosevelt Gap Development as a five single-family lot subdivision (as depicted in Exhibit "O") without funicular connection to the Snow Park Hotel Site, which would be subject to processing and approval by Wasatch County (Alternative C). Alternatives A and B contemplate annexation to Park City and either Alternative A or B will

be fully pursued, as set forth herein, by Property Owners before pursuing development approval of the Roosevelt Gap Development under Alternative C.

5.2.2.1 **Snow Park Hotel Site Density, Use and Configuration**. Under all development alternatives (A, B, and C) for the Roosevelt Gap Development, Property Owners have the right to construct a single, 25 multi-family Park City unit equivalent structure on the Snow Park Hotel Site, which structure will be designed to fall within the maximum height of 45-feet and with architectural treatment that reduces the apparent bulk of the structure in a manner that is similar to the mass, scale and stepping of the 1986 Snow Park Hotel Master Plan Development and is depicted in Exhibit "P" attached hereto. The Snow Park Hotel Site may include support commercial up to five percent (5%) of gross square footage of the Snow Park Hotel Site, along with appropriate amenities. Based on the merits of the design, Property Owners may increase the density at the Snow Park Hotel Site from 25 to up to 35 Park City unit equivalents. However, such increased density shall occur only if: (a) Property Owners transfer the increased density at Snow Park Hotel Site from the Slalom Village Area to Telemark Park Village (outside of the eastern perimeter controlled access gate) and (b) Park City approves the design with increased density, use and configuration, after reasonable review of the plans. Increased density at Snow Park Hotel Site beyond 25 units shall be within Park City's discretion.

5.2.2.2 **Alternative A for Roosevelt Gap Development**. The density of the Roosevelt Gap Lodge is contingent on a funicular connection to the Snow Park Hotel Site. With funicular, the density of the Roosevelt Gap Lodge shall not exceed 105

Park City unit equivalents (2,000 sq. ft/unit). The Roosevelt Gap Lodge may also include support commercial space totaling five percent (5%) of the gross square footage of the Roosevelt Gap Lodge and additional appropriate amenities. The visual intrusion of the Roosevelt Gap Lodge shall be minimal as depicted in Exhibit "Q" attached hereto.

5.2.2.3 **Alternative B for Roosevelt Gap Development.** Without a funicular connection, Property Owners may develop the Roosevelt Gap Development as a single-family lot subdivision with no more than five (5) lots and no visual intrusion from the vantage point described in Section 5.3.9 *infra*.

5.2.2.4 **Annexation Procedure for Alternatives A or B for the Roosevelt Gap/Snow Park Hotel Area.** Property Owners shall submit to Park City a complete petition for annexation for the Roosevelt Gap /Snow Park Hotel Area for Alternative A or B, as described in Sections 5.2.2.2 and 5.2.2.3 above, for Roosevelt Gap Development in substantially the same form depicted in Exhibits "E" or "O." The petition for annexation of the Roosevelt Gap/Snow Park Area shall provide for affordable housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing shall be ten percent (10%) of the total number of unit equivalents within the Roosevelt Gap/Snow Park Area. Property Owners' affordable employee housing obligation can be satisfied anywhere on the Property, at Property Owners' discretion. The Park City staff and City Council have reviewed Exhibits "E" and "O" and found them to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park

City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information by Property Owners or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 180 days from receipt of a complete petition within which to annex the Roosevelt Gap/Snow Park Development Area. Property Owners shall not submit a competing application for development in Wasatch County during the identified 180-day period. After the lapse of the 180-day exclusive review period, the parties may continue to negotiate annexation, but Property Owners' may withdraw their development application and, at their discretion, elect to pursue development Alternative C. Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier.

5.2.2.5 **Annexation Agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area.** If the Roosevelt Gap/Snow Park Development Area is annexed into Park City under Alternative A, then the following conditions of development shall bind the parties: (a) the density of the Roosevelt Gap Lodge shall not exceed 105 Park City unit equivalents, (b) the funicular tramway shall be installed at the earliest opportunity, (c) Property Owners shall make offers of dedication of conservation easements, and shall designate development envelopes, all as depicted in Exhibit "N" attached hereto, (d) the remainder of the Roosevelt Gap/Snow Park Development Area shall be dedicated open space to Park City as depicted on Exhibit "O" attached hereto, and (e) there shall be no overnight parking at Roosevelt Gap Lodge.

5.2.2.6 **Annexation Agreement for Alternative B.** If the Roosevelt Gap/Snow Park Hotel Area is annexed into Park City under Alternative B, then the following conditions of development shall bind the parties: (a) the density of the Roosevelt Gap Development shall not exceed 5 single-family lots, (b) Property Owners shall make offers of dedication of conservation easements and shall designate building envelopes, maximum areas of disturbance, and limits of disturbance as depicted in Exhibits "N" and "O" attached hereto, and (c) the remainder of the Roosevelt Gap/Snow Park Hotel Area shall have dedicated open space and conservation/open space easements as depicted on Exhibit "N" attached hereto.

5.2.2.7 **Alternative C for Roosevelt Gap Development.** If Park City does not annex the property under either Alternatives A or B, Property Owners have the right to seek development approval under Wasatch County jurisdiction of a single-family lot subdivision with density not to exceed five (5) lots encompassing a total area of approximately seven (7) acres at the Roosevelt Gap Development, with designated limits of disturbance, all as depicted and described in Exhibit "O." The parties agree that the resulting five lot subdivision shall be platted and deed-restricted to result in no visual intrusion from the vantage point described in Section 5.3.9. The subdivision identified by this paragraph will be developed within the Roosevelt Gap Development envelope, with limits of disturbance as defined in the Amended Telemark Park Resort or the equivalent approval obtained from Wasatch County. The Park City staff and City Council have

reviewed Exhibit "O" and found it to be generally acceptable as to density, use and configuration.

5.2.2.8 **Property Owners Choice of Alternatives.** Property Owners must choose between either Alternatives A or B prior to petitioning for annexation to Park City of the Roosevelt Gap/Snow Park Annexation Area.

5.2.2.9 **Access to Roosevelt Gap Development.** Under Alternative A, as described in Section 5.2.2.2 above, Roosevelt Gap Lodge employee, guest and resident access shall be via a funicular lift, which shall be designed to the reasonable satisfaction of Park City, and constructed at the Property Owners expense. The funicular lift shall begin at the Snow Park Hotel Site. Under Alternative A, vehicular access to the Roosevelt Gap Development from Park City via Keetley Road and through the western perimeter controlled access gate(s), depicted and generally described in Exhibits "B," "C" and "E," shall be limited to service, stock, delivery, and maintenance vehicles. There shall be no guest or employee access to Roosevelt Gap Development under Alternative A via the western perimeter access gate(s). Vehicular access under Alternatives B or C from Park City to the Roosevelt Gap Development shall be via Keetley Road and the western perimeter controlled access gate(s). Ski run access from the Roosevelt Gap Development to and from the Deer Valley ski area is both contemplated and encouraged.

5.2.2.10 **Parking at Roosevelt Gap Lodge.** Under Alternative A, as described in Section 5.2.2.2, parking at Roosevelt Gap Lodge shall not exceed 50 stalls, with no overnight parking. Property Owners shall grant Park City a parking

enforcement easement, in substantially the form of Exhibit "R," which shall grant Park City public safety personnel the right to enforce the no overnight parking restriction at Roosevelt Gap Lodge. The prohibition on overnight parking at the Roosevelt Gap Lodge solely applies and is applicable to Alternative A for the Roosevelt Gap Development (the 105-multi family unit structure). Under Alternative A, guest and resident parking for the Roosevelt Gap Lodge and Snow Park Hotel Site shall be served by an on site parking facility at the Snow Park Hotel Site. Property Owners may provide for employee shuttle service from the east perimeter gate to the Roosevelt Gap Lodge. Residents or guests within the perimeter gates of the Amended Telemark Park Resort may use the parking facilities at the Roosevelt Gap Hotel Development as limited by the "no overnight parking" restriction.

5.2.2.11 **Exclusive Development Alternatives for the Roosevelt Gap Development.** Subject to the terms and conditions of this Agreement, Property Owners agree to pursue only Alternatives A, B or C in development of the Roosevelt Gap Development.

5.2.3 **Slalom Village.** Property Owners will seek to amend the 1991 Density Determination to allow for the development of the Slalom Village Area, with no more than 83 multi-family units (2,400 sq.ft/unit, which shall not be deemed unit equivalents under *Park City Land Management Code*) (of which not less than 60% of the units developed shall be concentrated into a single structure (the "Primary Village Structure")), with support commercial up to five percent (5%) of the gross square footage of the Slalom Village structures and appropriate amenities, all within the Slalom Village development envelope,

along with four (4) single-family lots, a 20,000 gross square foot Ski Academy, and a ski chair lift which base terminal may be located in any reasonable location within a 1,100 foot radius of Slalom Village all as depicted in Exhibit "F."

5.2.3.1 **Annexation Procedure for the Slalom Village Area.** Upon the approval of a final plat or record of survey in Wasatch County for any portion of the Slalom Village Area, but in all cases prior to application for a building permit for any portion of the Slalom Village, Property Owners will deliver to Park City a petition for annexation of the Slalom Village Area to Park City. The petition for annexation of the Slalom Village Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total ~~affordable employee housing~~ shall be four percent (4%) of the total number of units within the Slalom Village Area. At their own discretion, Property Owners' affordable ~~employee housing~~ obligation can be satisfied within any unincorporated area of the Property. The Park City staff and City Council have reviewed Exhibit "F" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the petition within which to annex the Slalom Village Area. The complete annexation petition delivered to Park City as outlined above shall be exclusive

to Park City for 120 days, and during such period Property Owners shall not pull building permits. Upon the expiration of the 120 day period, Property Owners may obtain building permits from Wasatch County for the construction of Slalom Village as a Wasatch County development, but will not object to or interfere with Park City's efforts to annex Slalom Village Area after the lesser of one year or the completion and/or installation of the infrastructure. Park City shall promptly commence and process the annexation review upon complete petition filed by Property Owners.

5.2.3.2 **Annexation Agreement.** If Slalom Village is annexed into Park City, then the following conditions of development shall bind the parties: (a) the density of Slalom Village Area shall not exceed 83 multi-family units (maximum 2,400 sq. ft./unit) with support commercial space up to 5% of the gross square footage and appropriate amenities, four (4) single-family lots, and a 20,000 square foot ski academy, (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure at Slalom Village prior to the issuance of a certificate of occupancy for any portion of the Slalom Village Area, (c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) the Property Owners shall irrevocably grant limited conservation easements to the ski run(s) and remaining areas, as so depicted in Exhibit "N." Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier. As more fully described in Section 5.2.2.1 above, Property Owners may transfer up to ten (10) single-family and/or multi-family units from the Slalom Village

Area to Telemark Park Village outside the eastern perimeter controlled access gate, in exchange for an increase of up to ten (10) multi-family units being added to the Snow Park Hotel Site, upon Park City's consent.

5.2.3.3 **Development Alternative to Slalom Village.** In the event Property Owners elect not to construct the development described in Section 5.2.3 above, then Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. The twelve (12) lots shall be platted in Wasatch County and may be recorded within the Slalom Village development envelope with limits of disturbance established by Wasatch County and as generally depicted in Exhibit "S." The Park City staff and City Council have reviewed Exhibit "S," and found said exhibit to be generally acceptable as to density, use and configuration. The twelve (12) single-family lots are in addition to the four (4) lots shown on Exhibits "C" and "F" and the 20,000 square foot Ski Academy. Property Owners shall have the right to develop the 12 single-family lot subdivision and the 20,000 square foot Ski Academy as a Wasatch County development. In the event Property Owners elect to develop the twelve (12) single-family lot subdivision, then Property Owners shall realign and construct Keetley Road as depicted on Exhibit "S," wherein Slalom Village becomes a cul-de-sac that is not accessible from the eastern portion of Keetley Road except via St. Louis Drive.

5.2.3.4 **Disconnection of Keetley Road at Slalom Village Location.** A permanent physical disconnection of Keetley Road shall occur at the Slalom Village Area location, which disconnection shall be accomplished as follows: (a) Upon the

platting of lots in the Little Baldy neighborhood or upper St. Louis neighborhood. Property Owners shall disconnect, either by steel gates and/or boulders and natural vegetation, Keetley Road so as to prevent vehicular through traffic in the Slalom Village Area; and (b) disconnection shall be permanent at the Slalom Village location upon the construction of the Primary Village Structure at Slalom Village (the footprint of which shall partially be within the historic configuration of Keetley Road right-of-way, such that the right-of-way is completely obstructed) or the construction of the cul-de-sac configuration described in Section 5.2.3.3. Upon the permanent physical disconnection, there shall be no reconnection of Keetley Road at the Slalom Village location. Nothing herein shall preclude the parking and internal circulation at the Primary Village Structure as described in Section 5.2.3.7.

5.2.3.5 **Conditions of Development Absent Park City Annexation**. If the Slalom Village Area is not annexed into Park City pursuant to Sections 5.2.3.1 and 5.2.3.2, Property Owners may proceed to develop Slalom Village as a Wasatch County development so long as (a) the Property Owners seek development approval in Wasatch County for density in accordance with the configuration and development restrictions described herein and depicted in Exhibits "C," "F" or "S," (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure prior to the issuance of a certificate of occupancy for any portion of Slalom Village, (c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) the same area designated for dedication and conservation easements shall be preserved by conservation easements granted to and accepted by a public entity or a

private non-profit open space conservancy to the reasonable satisfaction of Park City. Nothing in this Section shall prevent Property Owners, at their discretion, from pursuing the development alternative for Slalom Village area as described in Section 5.2.3.3 and as depicted in Exhibit "S" attached hereto.

5.2.3.6 **Conditions Precedent to Occupancy of Slalom Village.** No portion of the Slalom Village Area may be occupied by residents or guests until the proposed Slalom Village Chair (as approximately designated on the Development Plan) is fully operational. During the Deer Valley ski season, subject to snow, weather and/or other operational conditions, Property Owners commit to the continuous daily operation of the Slalom Village Chair from the issuance of the first certificate of occupancy for any portion of the Slalom Village.

5.2.3.7 **Ski Academy.** The parties understand and agree that the 20,000 square foot Ski Academy, which the parties anticipate being constructed at Slalom Village, shall be used as an academic athletic institution and/or ski training facility whose students/attendees are expected to reside within the Slalom Village Area and/or Amended Telemark Park Resort. Alternatively, Property Owners may use the 20,000 square foot Ski Academy or other approved structure in a manner that will similarly limit the level of vehicular traffic on Keetley Road.

5.2.3.8 **Vehicular Access to Slalom Village.** Access to Slalom Village area shall be via Keetley Road from the western and eastern perimeter controlled access gates, except as limited by Section 5.2.3.4 above. However, parking and internal

circulation within Slalom Village shall discourage the use of Keetley Road as a means of vehicular travel from U.S. Highway 40 to Park City. An emergency/utility road, as described in paragraph 5.3.7.3 below, shall bypass Slalom Village connecting the easterly and westerly sections of the disconnected Keetley Road, and shall be crash gated to prevent vehicular through traffic by the general public, except as limited by Section 5.2.3.4 above.

5.2.3.9 **Grade and Width of Keetley Road.** The parties understand and agree that the width and grade of Keetley Road from McKinley Gap to Slalom Village area might only be 24 feet wide, and may have a grade of twelve percent (12%). If annexed by Park City, these development standards are deemed sufficient for purposes of constructing a private road, and are acceptable, and the road may be constructed.

5.2.3.10 **Slalom Village Parking.** Property Owners may construct no more parking stalls underneath the Slalom Village multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s). The parking structure at Primary Village Structure may be accessible from Park City so long as the connection between the parking levels is designed to Park City's reasonable satisfaction in such a manner that sufficiently discourages the tendency to use the Keetley Road as a means of vehicular travel from U.S. 40 to Park City. It is contemplated that such will be accomplished by the construction of a multi-level structure with vertical separation between the east and west parking entrances, and an internal ramping and gate system. No more than 25 vehicular parking spaces shall be constructed at the Ski Academy. Shuttle service to and from the Ski Academy and/or Slalom Village Area shall be

provided by all reasonable means in order to discourage the use of individual vehicular forms of transportation.

5.2.4 **St. Louis Neighborhood.** Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the St. Louis neighborhood shall contain a maximum density of 66 single family lots. The Park City staff and City Council have reviewed Exhibits "B" and "C" and found them to be generally acceptable as to density, use and configuration. The St. Louis neighborhood shall be developed as a Wasatch County development.

5.2.4.1 **Access to St. Louis Neighborhood.** There shall be two principal points of ingress and egress to the St. Louis neighborhood. One of the accesses to the St. Louis Neighborhood shall be via Keetley Road and St. Louis Drive from Park City through the western perimeter gate(s), which access shall be restricted by the installation of a perimeter controlled access gate in accordance with either Section 5.3.3 or 5.3.5, as appropriate. The other primary access to the St. Louis Neighborhood shall be via the controlled access gate, in accordance with either Section 5.3.3 or 5.3.5, as appropriate, at the east end of the Property.

5.2.5 **Little Baldy Neighborhood.** Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the Little Baldy neighborhood shall contain a maximum density of 60 single-family lots and no more than 10,000 square feet of support commercial. The Little Baldy neighborhood shall have no visual intrusion (into Park City) from the vantage point described

in Section 5.3.9. The Park City staff and City Council have reviewed Exhibits "B" and "C" and found them to be generally acceptable as to density, use and configuration. The Little Baldy neighborhood shall be developed as a Wasatch County development.

5.2.5.1 **Access to Little Baldy Neighborhood.** There shall be two points of ingress and egress to the Little Baldy neighborhood. One of the accesses to the Little Baldy Neighborhood shall be via Keetley Road, St. Louis Drive and Little Baldy Drive from Park City through the western perimeter gate(s), which access shall be restricted by the installation of a perimeter controlled access gate in accordance with either Section 5.3.3 or 5.3.5, as appropriate. The other primary access to the Little Baldy Neighborhood shall be via the perimeter controlled access gate, in accordance with Section 5.3.3 or 5.3.5, as appropriate, at the east end of the Property.

5.2.6 **Telemark Park Village.** Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the Telemark Park Village shall contain a density of 188 multi-family units and identified commercial space. Property Owners may increase the density of the Telemark Park Village as described in Sections 5.2.2.1 and 5.2.6.2.

5.2.6.1 **Access to Telemark Park Village.** Vehicular access to Telemark Park Village shall be only via the frontage road from U.S. Highway 40 at the Mayflower interchange. Telemark Park Village residents and users shall have no vehicular access to Park City via Keetley Road.

5.2.6.2. **Increased Density for Telemark Park Village.** In the event Property Owners choose to develop a five (5) single-family lot subdivision and not a 105 multi-family unit lodge at the Roosevelt Gap Development, Property Owners may increase the density at Telemark Park Village by no more than fifty (50) multi-family units at the Telemark Park Village. Density at the Telemark Park Village may also be increased to satisfy the affordable housing requirements anticipated by this Agreement. Density may also be increased in accordance with Section 5.2.2.1. Any additional units added to the Telemark Park Village, in accordance with this Section, may be developed pursuant to Wasatch County standards, configurations and square footage.

5.3 **Additional Development Requirements.** Any development under the Development Plan for the Property shall be subject to the following additional requirements, if the conditions as set forth in Section 1.2 above are satisfied:

5.3.1 **Timing Of Annexation of Snowtop/Hidden Hollow Area, Roosevelt Gap Development and Slalom Village.** As more particularly described in Sections 5.2.1.1, 5.2.2.4 and 5.2.3.1, Property Owners contemplate submitting petitions of annexation, as more fully described herein, for the Snowtop/Hidden Hollow Area, Roosevelt Gap/Snow Park Area and Slalom Village Area to Park City. With respect to the Snowtop Neighborhood and Slalom Village Area, these development areas will be petitioned for annexation solely as platted or surveyed (and depicted in Exhibits "D" and "F") in Wasatch County. Park City shall have a specified number of days in which to annex the petitioned area(s). Property Owners agree not to pursue annexation of the Snowtop/Hidden Hollow

Area, Roosevelt Gap Development or the Slalom Village Area concurrently, simultaneously, or within the same time period, except as provided herein.

5.3.1.1 **Track I for Annexation by Park City.** In the event Property Owners have received Wasatch County approval for the recordation of final plats and/or records of survey for the Snowtop Neighborhood Area or Slalom Village Area in Wasatch County, and Property Owners submit a petition for annexation of the Snowtop/Hidden Hollow Area and/or Slalom Village Area to Park City, as depicted in Exhibits "D," "F" and/or "S," Park City shall have up to 120 days during which to approve the annexation before Property Owners shall be entitled to pull Wasatch County building permits for such development. Property Owners may also submit the petitions for annexation, including the petition for annexation of the Roosevelt Gap/Snow Park Area with such other petitions, simultaneously or prior to the completion of review of a prior petition, provided the Snowtop Neighborhood and Slalom Village Area final plats are ready for recordation in Wasatch County at the time the respective petition is submitted.

5.3.1.2 **Track II for Annexation by Park City.** In the event Property Owners are not prepared to record plats or records of survey and have not secured all necessary utilities for the Snowtop Neighborhood Area or Slalom Village Area in Wasatch County, Property Owners may submit petitions for annexation of the Snowtop/Hidden Hollow Area, Roosevelt Gap/Snow Park Area or the Slalom Village Area to Park City sequentially, in any order as determined by Property Owners, with no two petitions being considered by Park City for approval simultaneously. After the passage of the time period in

which Park City shall have the exclusive right to review and approve a petition for annexation (120 or 180 days as defined herein), Property Owners may submit for review and consideration a second petition for annexation of an additional annexation area as contemplated herein. If Property Owners request Park City's assistance in securing utility services and/or other development infrastructure for the Snowtop/Hidden Hollow Area or Slalom Village Area, then the annexation period may be extended an additional six months at Park City's discretion.

5.3.1.3 **Track III for Annexation by Park City.** In the event that Property Owners bring one annexation petition for all development areas subject to annexation as set forth herein, with or without plat approval from Wasatch County, Park City shall have one year as provided by applicable law to review and annex such development areas.

5.3.2 **Construction Traffic.** All construction vehicles for any development for the Property, except the Snow Park Lodge Site (and the funicular tramway to Roosevelt Gap Lodge) shall access the Property from U.S. Highway 40. No construction vehicles shall access the Property, except the Snow Park Hotel Site, from Park City. Construction vehicles shall be permitted on that portion of Keetley Road from McKinley Gap to Queen Esther Drive, solely to improve the Keetley Road pursuant to the building permit (Exhibit "L"), provided the construction vehicles access that portion of Keetley Road from the eastern side of the Property via U.S. Highway 40. Property Owners hereby agree to

grant Park City a public safety easement to enforce traffic restrictions on all private roadways within the annexation area.

5.3.3 **Permanent Controlled Access Gates.** As designated and identified in the Development Plan and shown on Exhibit "B," Property Owners (at their cost and expense) shall construct, maintain and operate at least two permanent controlled-access gates, which shall be designed so as to restrict access to the Property as described in this Agreement.

5.3.3.1 **Design of Permanent Controlled Access Gates.** The perimeter controlled access gates shall be designed and constructed as depicted on Exhibit "T," which Park City staff and City Council have reviewed and found to be acceptable as to design operation and approximate location.

5.3.4 **Private Vehicular Access Only.** Access to the Property from Park City shall be limited as described in Section 5.2 above. The perimeter controlled access gates shall provide for private vehicular access only to property owners and their guests for all areas within the perimeter controlled access gates. Roosevelt Gap Development (Alternative A) shall be limited to service and maintenance vehicles only.

5.3.5 **Temporary Gates.** The temporary gates shall be constructed of a steel construction (i.e. agricultural-type steel gate), which is manually operated and controlled by padlocks and keys. The temporary gates shall be installed by the Property Owners (at their cost and expense) at (i) the intersection of Queen Esther Drive and Keetley Road and (ii) the eastern perimeter controlled access gate as depicted on Exhibit "B," or the

east end of the Property. The temporary gates shall remain locked at all times and shall not be removed until the issuance of the first single family residential building permit, and the replacement of the temporary gate(s) with permanent perimeter controlled access gates pursuant to Section 5.3.3. During the construction phase of the development of the Property, but for no longer than two years from commencement of construction, Property Owners, may substitute the temporary gates with the permanent perimeter controlled access gates described in Section 5.3.3 and depicted in Exhibit "T."

5.3.6 **Secondary Access.** As designated on the Development Plan and the Trails and Secondary Access Exhibit attached as Exhibit "U," the Property Owners may construct three types of secondary access roads and trails: (i) a Bicycle/Pedestrian Path; (ii) an Emergency/ Bicycle/Pedestrian Path; and (iii) an Emergency Utility Road. The paths shall be open to the public to the same extent as to residential guests. Except in the case of an emergency, use of any secondary access shall be limited to non-vehicular traffic, such as bicycles, horses, skiers and pedestrians. In addition, the configuration, improvement and maintenance of secondary access shall be as follows:

5.3.6.1 **Bicycle/Pedestrian Paths.** Bicycle/Pedestrian Paths shall be so controlled as to be unavailable or inaccessible to motorized vehicles, insofar as practical.

5.3.6.2 **Emergency/Bicycle/Pedestrian Paths.** Emergency/ Bicycle/Pedestrian Paths shall be constructed in a manner not to exceed the minimum requirements necessary to be classified as emergency access by the Park City Fire Marshal.

5.3.6.3 **Emergency Utility Roads.** Emergency Utility Roads shall be limited to an eight (8) foot wide paved surface with two (2) foot gravel shoulder on one side and a ten (10) foot gravel shoulder on the other side for a total width not to exceed twenty (20) feet, or such other minimum requirements as shall be required by the Park City or Wasatch County Fire Marshal, as appropriate.

5.3.6.4 **Maintenance.** Maintenance of all secondary accesses shall be the exclusive obligation of the Property Owners, ~~future property owners~~ at record title and homeowners associations within the Property. Upon dismissal of the Action with prejudice, Property Owners shall record in the official records of Summit County and Wasatch County, Utah, a restrictive covenant and equitable servitude relating to the maintenance of the secondary accesses which provides that such maintenance shall be the obligation of the Property Owners, future property owners and/or homeowner's associations. The restrictive covenant and equitable servitude shall run with the land and shall be substantially in the form of Exhibit "V," which covenant shall be added later in the form of an executed and recorded covenant, conditions and restrictions.

5.3.6.5 **Crash Gates.** At the entrance of Emergency/ Bicycle/Pedestrian Paths and the Emergency Utility Road, the Property Owners shall (at their own cost and expense) construct crash gates which shall be designed in substantially the form attached hereto as Exhibit "W" to allow immediate entry by emergency vehicles and personnel, but to prevent entry by all other motorized vehicles.

5.3.7 **Construction and Conveyance of Slalom Village Emergency Utility Road.** Prior to completion of the foundation for the primary Slalom Village multi-family structure, the Property Owners shall construct (at their cost and expense) and convey to Park City, in fee simple, title in the Slalom Village Emergency Utility Road designated on the Development Plan as running in a northwest/southeast direction just northeast of the Slalom Village Area. Said deed shall take the form of Exhibit "X."

5.3.8 **Compliance with Park City Resolutions and Ordinances.** At a minimum, any application to annex and improve and/or develop the Snowtop/Hidden Hollow Area, the Roosevelt Gap Development and the Slalom Village Area shall comply with Park City resolutions and ordinances in effect at the time a proposal is submitted to Park City for consideration, subject to the limitations of Sections 5.10 and 5.11.

5.3.8.1 With respect to the Slalom Village Area, Snowtop Neighborhood and Roosevelt Gap Alternative C, the parties agree that Park City will annex those areas as platted and recorded in Wasatch County, as to density, use and configuration, including road configuration.

5.3.9 **Ridge Lines.** With the exception of Roosevelt Gap Development, which is dealt with in Section 5.3.9.1 below and ski lift towers and terminals, no portion of any structure within the Amended Telemark Park Resort shall break the ridge line as viewed from the back deck of the Stew Pot Restaurant 1375 Deer Valley Drive (except for the limited area of the funicular as depicted on Exhibits "E" and "P"). The term "Critical Ridge Line" refers to the ridge line as shown on Exhibit ~~"B."~~ "N".

5.3.9.1 **Vantage Point.** As to Roosevelt Gap Development, maximum height shall be determined in the field, such that no portion of the Roosevelt Gap Development will be visually obtrusive from the vantage point of the Stew Pot Restaurant deck at 1375 Deer Valley Drive. The maximum height shall be determined in good faith by the judgment of Park City's Community Development Department.

5.3.10 **State Land Leases.** The Utah School and Institutional Trust Lands Administration (the "State") is the owner of certain lands located within the confines of the Amended Telemark Park Resort, which lands are identified on the Development Plan. The State and those claiming under it shall have access rights via Keetley Road, and the use of Keetley Road by such persons shall not be a violation of this Settlement Agreement. Property Owners have obtained nine special use leases from the State covering the state lands, which comprise approximately 57 acres. The state leases have terms of 51 years and contain cross-default provisions. The Property Owners have disclosed this Settlement Agreement to the State. The Property Owners shall have the right to seek such amendments and revisions to the state leases from time to time as they deem appropriate (including extensions of the lease term and elimination of the cross-default provisions between unrelated third-party assigns), and the right from time to time to assign individual leases to third parties for development to the extent permitted by the leases and applicable law; provided, however, that the Property Owners' use of the lands covered by the leases during the terms thereof shall be consistent with the Development Plan and this Settlement Agreement, to the extent permitted by the state leases. However, Property Owners agree

that cross default provisions shall nevertheless remain in effect as between the leases in the group covering Parcels 1C, 1D, 2A, 2B, 2C and 2D (Group 1), and also as between the leases in the group covering Parcels 3A, 3B, 3C, and 3D (Group 2), (but not between any lease(s) in Group 1 and any lease(s) in Group 2). Property Owners further agree (subject to applicable law and the terms of the state leases), to associate the Group 1 leases with the Slalom Village development and the Group 2 leases with the Roosevelt Gap development such that the developer of each such development shall have the right and the obligation to cure any defaults in the associated state leases. The Property Owners promptly will provide Park City with a copy of any notice(s) of default from the State under any of the nine leases that have not been previously developed or assigned to third parties for purposes of development. Park City will have the right, but not the obligation, to cure the default if the Property Owners fail to do so, and upon curing the default to receive an assignment of all rights under those state leases as too which notice was given; provided, however, that Park City will have no right to cure such default or receive an assignment of the Property Owners' rights under the State leases if Property Owners are attempting to cure such default or are appealing or in good faith disputing the State's determination of the existence of such default; provided, further, Park City's right to cure and receive an assignment shall at all times be subordinate to the right of Property Owners' lender(s) or mortgagee(s) to cure such default, including such lender(s) or mortgagee(s) right of receiving an assignment of lease or of appealing or in good faith disputing the State's determination of the existence of such defaults; provided, however, that this paragraph shall not limit the State's statutory right to

approve or disapprove any such assignment. If Park City exercises its right to cure, as provided herein, Park City shall have the right to seek and maintain an action for reimbursement against the lessee(s) of the applicable group of leases subject to default to recoup reasonable costs directly associated with cure. The Property Owners will seek the concurrence of the State with the uses of the state lands contemplated herein, and will ask the State to agree to send Park City a copy of any notice of default under a state lease and to allow Park City to exercise its rights specified above, subject to applicable law and the terms of the leases.

5.4 **Plat Notes.** The following notes shall be on all plats and records of survey for all areas west of the eastern perimeter controlled access gate:

NOTES:

1. Vehicular access through the eastern perimeter controlled access gate and the western perimeter controlled access gate is limited solely to residents and guests and shall otherwise be closed at all times.
2. All construction traffic regardless of vehicular weight is limited to U.S. Highway 40 and the eastern perimeter controlled access gate.
3. Public safety access and utility easements are hereby dedicated for all roads.
4. Permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian/bicycle pathways, including snow removal, shall be the sole responsibility of the property owners and/or homeowners' association, to the reasonable satisfaction of Park City.
5. Park City Municipal Corporation is a third-party beneficiary and these plat notes may not be amended without Park City's written consent.

For any plat within Park City, the plat shall contain a public dedication of the bicycle/pedestrian paths, emergency/bicycle/pedestrian paths and emergency utility roads. For any plat outside of Park City, a public easement shall be granted over the bicycle/pedestrian paths, emergency/bicycle/pedestrian paths and emergency utility roads as shown on Exhibit "U."

5.5 **Covenants, Conditions and Restrictions.** Any homeowners association covenants, conditions and restrictions relating to the Property west of the eastern perimeter controlled access gate shall contain the exact information referred to in Section 5.4.

5.6 **Recorded Restrictive Covenant.** The perimeter controlled access gates shall limit access from Park City to the Property and vice versa. Upon dismissal of the Action with prejudice, Property Owners shall, as soon as reasonably practical and necessary, record on the official records of Summit County and Wasatch County, Utah a restrictive covenant and equitable servitude relating to the perimeter controlled access gates which provides for the placement of the gates, for the maintenance and use of the gates, and which prohibits the removal or disabling of the gates without the prior written consent of the Property Owners and Park City. No party to this Agreement shall have the authority, unilaterally or otherwise, to remove any controlled access gates, or to otherwise allow non-resident vehicular traffic through the controlled access gates. The restrictive covenant and equitable servitude shall run with the land and shall be substantially in the form of Exhibit "Y".

5.7 **Processing Fees and Charges.** The following processing fees shall be applied to the development of the Property:

5.7.1 Property Owners shall pay all usual, planning and processing fees for the Roosevelt Gap Development, the Snow Park Hotel Site and Hidden Hollow.

5.7.2 Property Owners shall not be obligated to pay initial planning fees for Slalom Village and Snowtop unless Property Owners seek development approval prior to their receipt of approval from Wasatch County.

5.7.3 Property Owners and Park City shall fully cooperate with the annexation process by providing and/or seeking any information reasonably necessary for the review of the areas including, providing the statutory notice required by the *Park City Land Management Code*.

5.7.4 Property Owners shall be required to pay planning, building and impact fees, except as provided herein, for any portion annexed to Park City with appropriate offsets for contributions and improvements and without any duplication of impact fees.

5.7.5 **Impact Fees.** Park City's impact fee ordinances shall apply to all portions of the Property that are currently within the City's corporate boundary and to those portions of the Property that are annexed into Park City. Park City's impact fees are assessed at the building permit application phase. Pursuant to this Agreement, some of the area contemplated for annexation into Park City could in fact be annexed *after* building

permits have been issued by another jurisdiction. In such a case, Park City may not unilaterally assess additional Park City impact fees.

Property Owners shall not petition to annex any portion of the Property into the Park City School District. Park City's School Facilities Impact Fee is a fee charged to offset the impacts of growth on the need for new facilities in the Park City School District. Park City shall not charge a School Facilities Impact Fee for development within that portion of the Property that is not within the Park City School District.

Property Owners intend to serve all of a large portion of the annexation areas with sewer and water facilities that are not part of the Snyderville Basin Sewer Improvement District (SBSID) or the Park City municipal water system. Park City shall not impose water or sewer impact fees on that development within those portions of the Property that are annexed into Park City but that are not served by the Park City municipal water system of the SBSID.

Property Owners are offering to dedicate public access to a significant network of trails and to deed to Park City title to Statutory Warranty Deed and perpetual conservation easements (to the reasonable satisfaction of Park City) to a significant amount of passive open space as a component of their petitions for annexation. This network of trails and dedicated open space is an offer in excess of the trails/open space system that Park City typically requires of Master Planned Developments. Further, the offer specifically contributes trails and open space in a manner that contributes to Park City System Improvements as that term is defined in the Park City Impact Fee Ordinance. As such, once

dedicated, the value of the offered improvements that actually exceeds that typically required in Park City for development approval shall be considered an offset to the Parks, Trails, and Open Space impact fee that is imposed at the time of building permit application.

While Park City impact fees may change from time to time, and while a change in impact fees is not precluded not provided for by this Agreement, the value of the excess open space and trails anticipated herein is in excess of the Parks, Trails and Open Space impact fee calculation for the maximum development anticipated within the annexation areas. Generally, Park City requires Master Planned Developments within its boundaries to leave 60% of the land in open space and requires dedication of a far less extensive and extensively-maintained public access trail system. If all annexation areas are annexed, Property Owners shall be entitled to an offset of up to $1.118 Million (adjusted by CPI, with a base year of 1995) against the park City's Parks, Trails, and Open Space Impact Fee actually assessed for the value of excess open space and trails that is actually dedicated to Park City.[1] Of the $1.118 Million offset, $500,000 is attributable to excess land and trails dedications associated with the Roosevelt Gap/Snow Park Annexation, $300,000 is attributable to the excess land and trails dedications associated with the Slalom Village Annexation Area, and $318,000 is attributable to excess land and trails dedications associated with the Snowtop/Hidden Hollow Annexation Area. Offsets will be available annexation

[1] The $1.118 Million calculation assumes 335 acres zoned Recreation Open Space (pursuant to the *Park City Land Management Code*), with approximately 105 acres dedicated to Park City in fee simple absolute, approximately 177 acres ***conservation easements (drafted to the reasonable satisfaction of Park City***), and approximately ten miles of improved and maintained trails.

area, by annexation area, at the time of application for building permits. Any unused offset from one annexed area may be transferred to another annexed area. Property Owners are not entitled to a rebate of dedicated land or money.

5.8 **Good Faith.** The parties have dealt with each other in good faith and will continue to do so.

5.9 **Discretionary Approvals.** All discretionary approvals required under the *Park City Land Management Code* or any other state or local rule or law, which have not yet been granted or otherwise resolved by this Agreement, must be obtained by the Property Owners in accordance with all applicable state and local regulations.

5.10 **Subsequently Enacted Regulations/Retained Powers.** Property Owners shall comply with all subsequently-enacted state and local rules, laws, ordinances and regulations. Nothing in this Agreement shall limit the future exercise of the police power of Park City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Any legislation which is inconsistent with the terms and provisions of this Agreement shall not be applied to development activities on or about those portions of the Property subject to possible annexation, as appropriate, unless the legislation also has general application to development activity in Park City. Provided however, that for a period of 15 years from the date of this Agreement, no rule, law, ordinance, or regulation subsequently enacted by Park city shall

decrease the density, use, or configuration (including the roads) of the development contemplated by this Agreement.

5.11 **Private Roads.** The parties agree and understand that all roads within the Development Plan will be private at the time of development, subject to specified public easements, and may not meet Park City's public road standards or *Park City Land Management Code* requirements. The private roads within the Development Plan are depicted on Exhibit "B." The Parties agree that roadway corridors will be retained by Property Owners so as to overlay and include the roadways approximately as shown on Exhibit "B," and will not be encumbered by conservation easements, dedicated as open space and may not be included on adjacent plats. Roadway corridors shall generally be 50 feet in width, except where construction requirements, such as cuts, fills, skier bridges and other related structures may require additional width. Property owners will, in such cases, retain as little width as necessary to include such improvements. Roadway corridors may be dedicated to a master homeowners association or special service districts.

5.11.1 **Right to Construct Roads.** The Parties acknowledge and agree that certain roads within the areas contemplated for annexation herein are necessary for the development of areas not contemplated for annexation. In the event Property Owners proceed to develop non-annexation areas prior to the areas which are contemplated for annexation, Park City agrees not to interfere with the construction of such roads within the annexation area pursuant to Wasatch County approvals and building permits. Such construction shall not alter the Property Owners' obligations, as set forth and

contemplated herein, to offer annexation of those areas prior to development. Such roads may be constructed prior to any plat or record of survey approval within the annexation area.

5.12 **Conceptual Plans**. The Parties acknowledge that the structures shown on Exhibits "B," "C," "D," "E, "N," "O" and "P" at Snow Park, Roosevelt Gap and Slalom Village are illustrative concept plans, and are not final architectural plans. Final plans may vary, except that such variations may not violate the defined development envelopes shown on Exhibits "N," "O" and "S." Further, in the case of Snow Park/Roosevelt Gap Development, such variation may not violate the visual impact restrictions in Sections 5.2.2.2 and 5.3.9 and, in the case of the Snow Park Hotel Site, may not violate the massing requirements contained in Section 5.2.2.1. Further, such variation may not violate any explicit requirements of this Agreement.

VI.

DURATION OF APPROVAL

6.1 In the event Park City grants/approves all or any portion of the Property Owners' application to annex and/or develop contemplated herein, the duration of the approval shall conform to the provisions of the *Park City Land Management Code* which exists on the date of approval.

VII.

MISCELLANEOUS PROVISIONS

7.1 **Agreement Binds Successors and Assigns.** Property Owners shall be entitled to transfer and/or assign their rights and obligations under this Agreement to any

purchaser or transferee of the Property. This Agreement shall be binding on the successors and assigns of the Property Owners in the ownership or development of any portion of the Property. Except as reflected on the plat notes, real covenants, equitable servitudes and easements contemplated herein, this Agreement shall not bind individual single family lot or multi-family unit purchasers in their capacity as lot or unit owners and is not intended to be reflected on their individual titles.

7.2 **Release of Property Owners From Obligations Under This Agreement.** In the event of a transfer of all or any portion of the Property, the Property Owners shall transfer such rights and obtain an assumption by the transferee(s) of the Property Owners' obligations under this Agreement. Upon full and complete transfer of all rights and obligations, the transferee(s) shall be fully substituted as the Property Owners under this Agreement. Except as reflected on the plat notes, real covenants, and easements contemplated herein, this Agreement shall not bind individual single family lot or multi-family unit purchasers in their capacity as lot or unit owners and the Agreement or its terms are not intended to be reflected on their individual titles.

7.3 **Effect of Park City Resolution No. 38-92.** The terms and provisions of Park City Resolution 38-92 shall not nullify, supersede, or otherwise impair the obligations, benefits or rights provided for and or obtained by this Agreement.

7.4 **Notice.** Property Owners shall give Park City immediate written notice and copies of any and all documents filed and/or submitted to Wasatch County and/or Summit County concerning any proposed development of the Property. To the extent notice

is required by this Agreement, such notice shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

Trans Wasatch Company, L.L.C.:	McKay Edwards, President 190 North Main Street, Suite #1 Heber City, Utah 84032
Park City Consolidated Mines Company	Harry Reed, President P.O. Box 497 Park City, Utah 84060
Copy to:	Stephen G. Crockett, Esq. Giauque, Crockett, Bendinger & Peterson 170 South Main Street Suite 400 Salt Lake City, Utah 84101
Park City Municipal Corporation	Toby Ross City Manager 445 Marsac Avenue P.O. Box 1480 Park City, Utah 84060
Copy to:	Jodi F. Hoffman, Esq. City Attorney 445 Marsac Avenue P.O. Box 1480 Park City, Utah 84060
Copy to:	Mark R. Gaylord, Esq. Suitter Axland & Hanson 175 South West Temple Suite 700 Salt Lake City, Utah 84101

7.5 **Enforcement.** In the event Park City or the Property Owners violate the terms of this Agreement, the non-breaching party may, without seeking an injunction and after fifteen (15) days written notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been satisfied.

7.6 **Failure to Exercise Rights.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time that right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council, taken with the same formality as the vote approving this Agreement, no officer, official or agent of Park City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind Park City by making any promise or representation not contained herein.

7.7 **Entire Agreement.** This Agreement, with Exhibits "A" through "Y", constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by all parties to this Agreement.

7.8 **Fees and Costs of Enforcement.** The prevailing party shall be entitled to recover all of its reasonable attorneys' fees and all costs and expenses necessary to enforce this Agreement.

7.9 **Third Party Representations.** Each party to this Agreement is not liable or otherwise responsible for the other party's representations or statements made to third party individuals or entities.

7.10 **Authority to Execute Agreement.** Each party to this Agreement warrants and hereby represents that the individuals executing this Agreement on its behalf, have full and complete authority to do so.

7.11 **Stipulations of Continuance.** The parties agree that prior to the dismissal of the Action with prejudice, as required under this Agreement, to execute such stipulations or other documents as are necessary to maintain the Action.

7.12 **Captions.** The article and section headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise effect the construction of any provisions hereof.

7.13 **Governing Law.** This Agreement and all matters relating thereto shall be governed by, construed and interpreted according to the laws of the State of Utah.

7.14 **Interpretation.** Whenever the context shall require, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This Agreement has been drafted with the input of both parties and shall be interpreted and construed as such.

7.15 **Severability.** If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall only affect such other term(s) or

provision(s) of this Agreement as is necessary to preserve the material objectives of the parties.

PARK CITY CONSOLIDATED MINES COMPANY, INC.

By _____
Its _____

TRANS-WASATCH COMPANY, L.L.C.

By _____
Its _____

PARK CITY MUNICIPAL CORPORATION

By _____
Its _____

ATTEST:

_____
Anita Sheldon, City Clerk

APPROVED AS TO FORM:

_____
Jodi Hoffman, City Attorney

settlmnt.pcm

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WASATCH CO RECORDER-ELIZABETH M PARCELL
1996 AUG 05 13:37 PM FEE $185.00 BY MMM
REQUEST: TRANSWASATCH COMPANY LLC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

WASATCH COUNTY, UTAH

IN THE MATTER OF THE APPLICATION OF TRANS-WASATCH COMPANY FOR FIRST AMENDED DENSITY DETERMINATION FOR TELEMARK PARK RESORT	:	FIRST AMENDED FINDINGS AND ORDER ON DENSITY DETERMINATION

The Board of County Commissioners in and for WASATCH County, Utah, upon the recommendation of the County Planning Commission and the review and consideration of the matters submitted by the Applicant and those items raised at public hearing, hereby enters its Findings and Order on Density Determination for the Telemark Park Resort as follows:

I. PROJECT SUMMARY

The Trans-Wasatch Company filed its original application for density determination for the Telemark Park Resort on December 29, 1989 asking for density determination for the Telemark Park Resort under the regulations for the Recreation Forestry-1 Zone of the Wasatch County Development Code. The property considered for this approval consists of approximately 526 acres, on which a mixture of single family, multi-family, and commercial buildings are proposed, as set forth in this Order and Density Determination.

The property is adjacent to Summit County, Park City, the Deer Valley Ski Resort and between the town of Park City and the new alignment of Highway 40 above the Jordanelle Reservoir, as well as central to a large number of recreational amenities in Wasatch County, Summit County and Park City. The project area occupies a hilly to mountainous parcel of land rising from 6,600 feet at its eastern end to 8,000 feet at its high point on the west. This topography creates opportunities for recreation development including alpine and nordic skiing, recreational trails and forested open space. The terrain also creates challenges to the proper development of the parcel and has raised many concerns on the part of the County Planning Staff. It is the opinion of staff that such development will require a high level of attention

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

to environmental mitigation, vegetation preservation and revegetation, site specific design and aesthetic control, as provided in this Order and Permit.

The Trans-Wasatch Company filed a request for Amended Density Determination on April 9, 1996.

II. FINDINGS

Based upon a careful review of the record before it and subject to the truth of the representations and warranties made, and information provided by the Developer in the record, and also subject to conformance to the Application and strict adherence to and compliance with the Conditions, Definitions, and other matters and requirements set forth in this Order and Density Determination, the Board of County Commissioners for Wasatch County, Utah makes the following findings:

1. The Applicant, Trans-Wasatch Company, submitted its application pursuant to Section 9.3 of the Wasatch Development Code (adopted June 23, 1979) on December 29, 1989. The Application was accepted as complete and in full compliance with the Development Code, and processing began at that time.

2. Subsequent amendments and additional submittals were made throughout the process, with the result that the project as presented to the Planning Commission was somewhat different from that originally applied for. Based on the review process, the original application was revised on July 26, 1990, with further revisions in February of 1991 and August 1, 1991. These amendments have revised the requested density from 697 units and 50,000 square feet of commercial space to the present 516 units and 62,000 square feet of commercial space.

3. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning commission on September 16, 1991. On October 3, 1991, the Wasatch County Planning Commission voted to recommend approval of the Density Determination as provided in Section 9.3 of the Wasatch Development Code (adopted June 23, 1979).

4. Wasatch County established the Jordanelle Special Service District on August 23, 1993, which has the authority to provide sanitary sewer, water distribution, storm drainage, water quality protection, and transportation services with the Jordanelle Basin generally, and on the Telemark Park Resort property specifically. The District has constructed a sanitary sewer line to the project boundary and the Commission

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finds that the sanitary sewer pre-condition of the 1991 Density Determination Order has been satisfied.

5. The litigation between the property owner and Park City Municipal Corporation, entitled Park City Consolidated Mines Company et al. v. Park City Municipal Corp., Third District Court, Summit County, Civil No. 930390001 (the "Litigation") has been settled by the parties. Under the terms of the settlement, Trans-Wasatch has petitioned Wasatch County on June 3, 1996 and Park City on June 13, 1996 for the vacation of Keetley Road through the Property, abandoning all public rights of way that have existed. The vacation process is proceeding simultaneously with the review of the Amended Density Determination. The road will continue to exist as a limited access, private roadway serving the Telemark Park Resort.

6. The Trans-Wasatch Company filed a request for Amended Density Determination on April 9, 1996. The following are an outline only of substantive changes requested:

A. Reconfigured Transportation Elements:
1. Vacation of Subsequent Gating of Keetley Road

A. Reconfigured Transportation Elements:
2. Disconnection of Keetley Road

A. Reconfigured Transportation Elements:
3. Funicular Tramway at Roosevelt Gap

A. Reconfigured Transportation Elements:
4. Non-Vehicular Transportation Elements

A. Reconfigured Transportation Elements:
5. Density Transfer

B. Density Transfer and Employee Housing

C. Park City Annexation

Also the following is an outline of substantive changes requested in each of the above Exhibits:

Exhibit A Land Use and Area Map, Amended April 1996.

Exhibit B Table I Land Use and Area

Exhibit C Concept Master Plan, Revised April, 1996.

Exhibit D Recreation Amenity and Open Space Exhibit, Revised April, 1996.

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Exhibit E Revised Design Guidelines and Building Height Restrictions

Exhibit F Density and Unit Sizes

Exhibit G Road Standards

Exhibit H Recreation Amenity Inventory and Phasing

Exhibit I Parking Requirements

For summaries and detailed presentations of the applicants requested changes in Amended Density Determination, together with Wasatch County Review Engineer Planning/Engineering Review Report, and Wasatch County Planning Department Staff Recommendations see "Density Data Transcript" of joint Wasatch County Commission and Wasatch County Planning Commission public hearing held May 16, 1996.

7. The Amended Density Determination application was accepted by the Planning Department on April 9, 1996, however during the review process it was found that additional information was needed from the applicant such as maps, exhibits, documentation, additional studies and details to adequately complete the review process. These items were requested of the applicant and provided by the applicant during the review process.

8. Subsequent amendments and additional submittals were made throughout the review process, with the result that the project as presented to the Planning Commission is somewhat different from that originally applied for.

9. The County Planning Commission reviewed the application, the revisions, and the recommendations made by the County Planner and a team of County review consultants. The application went to public hearing before the Planning commission on May 16, 1991. On June 20,1996 the Wasatch County Planning Commission voted to recommend approval of the Revised Density Determination as provided in Section 9.3 of the Development Code.

10. The requested reconfigurations in project density and transportation elements within the Project result in a reduction in overall internal traffic within the project.

11. As a private road, Keetley Road is sufficient to meet the requirements of Wasatch County that the project have two points of access for emergency ingress and egress, subject to conditions contained herein.

12. The recommendations of the Planning Commission are in substantial compliance with the terms and conditions of the Development Code, and are adopted by the Board of Commissioners as set forth in this Order.

13. The Property subject to the Application is located within unincorporated Wasatch County, and is not within the limits of any incorporated City or Town, nor is the property within the annexation policy declaration boundary of any incorporated City or Town.

14. The Property subject to the Application is located within the boundaries of the Wasatch County School District, Wasatch County Fire Special Service District, Wasatch County Solid Waste Disposal Service District, Jordanelle Special Services District, and Central Utah Water Conservancy District. The Property has been subject to the property tax levies of each of those Districts, as well as Wasatch County itself.

15. The Application and Development are consistent with the general intent of the Development Code, the intent with respect to the RF-1 zone in which the development is situated, the intent with respect to large scale developments set forth in Paragraph 9.1.A.1 of the Wasatch Development Code (adopted June 23, 1979), and the intent with respect to Planned Recreation Developments set forth in Paragraph 9.3.A.1 of the Wasatch Development Code (adopted June 23, 1979); specifically finding that:

(a) With mitigation as provided in this Order, the proposed development can be built without increasing the turbidity of the water supply of the County and surrounding counties.

(b) With mitigation as provided in this Order, the proposed development can be built without degrading the quality of the water supply of the County and surrounding counties beyond the Development's proportionate share of allowable County-wide degradation under the State water quality standards.

(c) The proposed development can be built without unduly contributing to the violation of ambient air standards for the County, particularly with respect to fugitive dust and automobile emissions.

(d) The proposed development can be built without adversely affecting the functioning of aquifer recharge areas located in the Development.

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(e) The proposed development can be built without unduly adversely affecting the continued production of plants and wildlife within the Development and other mountain areas of the County.

(f) The proposed development can be built without placing structures on active fault lines, collapsible soils, slopes in excess of thirty percent (30%), unstable soils, landslide areas, or other geological hazards.

(g) The proposed development can be built without placing structures on wetlands, areas where ground water periodically rises to within seven (7) feet of the surface, areas within one hundred (100) feet of a live or intermittent waterway, areas within a fifteen hundred (1,500) foot up-drainage radius from a spring used for culinary water, areas within a one hundred fifty (150) foot radius from a well used for culinary water, areas within a 100-year, 24-hour, storm incident drainage path; and any other water-related area where development will have an unreasonable effect on the water course or aquifer.

(h) The proposed development will not endanger sites of cultural, historical, or archeological significance.

(i) The proposed development will not require expenditures by the County for the following extended services to the Development which are not generally provided on a County-wide basis: extended police protection; structural fire protection; water retail service; water conservation; park, recreation or parkway facilities and services; sanitary sewers; sewage and storm water treatment and disposal; flood control; street lighting; airports; planning and zoning; solid waste disposal; local streets and roads; and curb, gutter, and sidewalk construction and maintenance; or mosquito abatement.

16. Notice of the public hearing and proposed action by the County Commission was published in the Wasatch Wave as required by Ordinance on October 30, November 6, 13, and 20, 1991. The proposed Findings recommended by the Planning Commission were posted for public review in the office of the County Planner, and this matter was brought before the Board of County Commissioners as prescribed by ordinance.

17. Notice of the public hearing and proposed action by the Wasatch County Commission and Wasatch Planning Commission was published in the Wasatch Wave as required by Ordinance on April 17, 1996, May 8, 1996, and May 15, 1996. The proposed Findings recommended by the Planning Commission and County

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Commission were posted for public review in the office of the County Planner, and this matter was brought before the Planning Commission and Board of County Commissioners in a joint hearing May 16, 1996 as prescribed by ordinance.

III. ORDER OF DENSITY DETERMINATION

Based on the foregoing Findings, the Board of County Commissioners enters the following Order of Revised Density Determination. This Revised Density Determination is intended to define the sites on which development may occur, the land uses within each of those sites, and the building mass to be constructed. The Revised Density Determination is expressly conditioned upon the standards and conditions imposed by this Order in Section III "Pre-Conditions to Construction" and compliance with the other conditions and regulations contained in this Order of Density Determination.

The Board of County Commissioners enters the following Order of Density Determination:

1. Development Parcels.

The Telemark Park Resort property is divided into five (5) development sites as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. All development is to occur within those designated development sites. The development sites are identified on Table I, which shows the acreage and allowable uses for each development site, and also identifies those sites within the property that will remain as open space under one of two Open Space designations.

TABLE I
LAND USE AND AREA

LAND USE		ACREAGE
Open Space; Recreation & Forest Conservation: (Map Symbol: R&FC)		200 acres
Little Baldy Ski Area:	145 acres	
Telemark Village Ski Area:	63 acres	
Open Space; Forest & Woodland Preserve: (Map Symbol: F&WP)		112 acres
Snowtop/Mont Neef:	48 acres	
Roosevelt Gap:	24 acres	
St. Louis Gulch:	40 acres	
Single Family Neighborhoods: (Map Symbol: SF)		123 acres

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Snowtop:	10 acres	
Slalom Village:	6 acres	
Little Baldy/St. Louis:	107 acres	
Multi-Family & Commercial: (Map Symbol: MF&C)		46 acres
Telemark Village:	22 acres	
Roosevelt Gap:	12 acres	
Slalom Village:	12 acres	
Road Right of Ways: (Map Symbol: RRW)		42 acres
Maintenance & Special Purpose: (Map Symbol: M&SP)		3 acres
Total Project Area:		526 acres

2. Density and Units Sizes.

The density of development on the designated development sites for Telemark Park is limited to a total of 516 residential units and 72,000 gross square feet of commercial space. The location of this density is shown on Table II, which lists the number and average sizes of units or commercial space to be constructed on each of the development sites.

Table II
Units on Development Sites

	Single Family Dwellings	Townhouse/ Cottage	Lodge Condo-miniums	Apartment Condo-minimums	Employ-ee Hous-ing	Commercial Square Footage
Telemark* Village		41	43	82	16	62,000** ***
Snowtop	15					
Slalom Village	5	83				***
Roosevelt Gap			105			***
Little Baldy/ St. Louis	126					10,000***
Totals	146	124	148	82	16	72,000
Average Area in Square Feet	na	2,400	2,000	1,000	1,000	na

* Telemark Village density may be increased by one unit for each two units not constructed at Roosevelt Gap and by up to 10 units for up to 10 units not constructed at Slalom Village.

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** Telemark Village Commercial includes 20,000 square foot Ski Academy.

*** All multi-family areas may include an additional up to 5% of gross floor area as support commercial. Support Commercial may include restaurants, lobby shops and similar commercial areas which primarily draw their customers from the guests and others staying within a hospitality facility or nearby in the project, but not designed or intended to draw customers from a broader area. In the case of Telemark Village, therefore, such commercial space would be in addition to the non-support commercial allowance of 42,000 square feet which may be designed to draw customers from off-project.

Notes to Table II:

(a) Within a Lodge, up to 5% of the total floor area may be dedicated to meeting rooms and support commercial areas in addition to the maximum square footage approved in the Land Use Table.

(b) The Maximum Square Footage approved in the Land Use Table refers to footage within habitable spaces and commercial spaces, and does not include circulation spaces, lobbies, hallways, stairways, covered parking spaces, elevator spaces and mechanical spaces, and other enclosed space reasonably necessary for the intended function of the structure.

(c) Computation of floor areas and square footage shall be as provided in the Uniform Building Code.

(d) Where the land use and unit configuration fits one of the above designations, but the square footage of one of more of the units exceeds the average footage given in the Land Use table, the maximum number of Units and maximum total square footage shall control, and adjustments must be made in number of units or size of other units so as not to exceed either maximum.

(e) The Developer shall have the right to elect to apply the allowed number of units and square footage within each Village or Neighborhood at the time of Final plan application under conditions established below in Nature of Units.

(f) The Telemark Park Resort, Concept Master Plan, revised June 7, 1996 contains the following flag lots:

Lot #	Driveway length
45	200 feet
80	300 feet

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87	500 feet
88	400 feet
99	400 feet
110	350 feet
111	350 feet
127	1,200 feet

which are approved under the following conditions:

- 1. Flag lot driveways and appurtenances are private and are to be maintained (including snow removal) by the home owners association.
- 2. Paved drives will have to be a minimum of 20 feet wide for fire protection purposes to service a single lot, and can be grouped side by side, or combined into a multiple driveway 24' wide to serve two homes.
- 3. In multiple lot configurations the 24' of pavement shall be centered along two side by side 15' wide fee title access strips, and that reciprocal easements be granted each lot owner to the other for access and utility purposes.
- 4. Water mains and fire hydrants should be extended such that a fire hydrant is constructed at the terminus of the driveway as it opens into the building site.
- 5. A hammerhead turn around is constructed in the area of the fire hydrant to facilitate turn around of emergency vehicles.
- 6. A street light be constructed over the fire hydrant,
- 7. Building permits for these lots will be issued only if the permittee comply with all fire code regulations in effect at the time that permit is issued.

3. Reconfigured Transportation Elements: Funicular Tramway at Roosevelt Gap.

The Roosevelt Gap Lodge is connected to the Snow Park Hotel (in lower Deer Valley) via a funicular tramway with primary lodge guest parking provided at Snow Park in addition to 50 parking spaces on the site at the Roosevelt Gap Lodge. The Lodge size is increased from the 1991 Determination of 64 units to 105 units. These items are shown on Telemark Park Resort, Concept Master Plan, revised June 7, 1996.

4. Reconfigured Transportation Elements: Non-Vehicular Transportation Elements.

The Park City Settlement Agreement creates a contractual obligation on the part of the developer to construct the trails and ski access as non-vehicular transportation elements of the 1991 Determination plans. The obligation to "hard surface" certain trails is part of the agreement. Trails and

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ski access are shown on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7.

5. Reconfigured Transportation Elements: Density Transfer.

The previous 140 unit Little Baldy multi-family density near the center of the project has been moved to outside the East Gate and to Roosevelt Gap, where the funicular reduces traffic; substantial traffic loading is eliminated from interior project roads and from projected generation.

6. Density Transfer and Employee Housing.

The Amendment does not alter the approved Density from 1991 either by unit type or in total. Significant density is proposed to be transferred from the Little Baldy area to Telemark Village on the east end of the project, and to Roosevelt Gap and, to a lesser extent, to Slalom Village. All the conventional Commercial Space has been transferred to Telemark Village.

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots constructed or platted within the project, up to a maximum of 16 employee housing units. Employee housing units are defined as units held permanently for rental on a monthly/long term basis, or such other restriction as may be imposed so as to meet the employee housing commitment developer has made with Park City Municipal Corporation under the litigation settlement agreement. Such units shall be approximately 1,000 square feet and shall be located within the Telemark Park Village development envelope within the project, or elsewhere within a multi-family/commercial development envelope, and shall meet all other requirements for residential construction in Telemark Park Resort.

Employee housing is acceptable to Wasatch County, except in no case can the units be screened or administered by Park City Housing Authority without written agreement by Wasatch County. In no case may the residents be screened to exclude people who do not now live in Park City, or require that they are now employed in Park City.

7. Water System Fire Flow

Building permits for lots will be issued only if the permittee complies with all fire code regulations in effect at the time that permit is issued.

8. Snow Storage

It is recommended that adequate snow storage be provided along project roadways and adjacent to buildings. A site specific snow storage plan is to be submitted with all preliminary plans subject to approval of Wasatch County and Wasatch County Review Engineer. The following are suggested snow storage requirements which should be utilized within the project:

- With respect to roadways, the 4' shoulder and 4' drainage ditch can be used as snow storage area. In addition to that, snow storage easement outside the right of way line should be provided.
- With respect to buildings, a minimum of 5' adjacent to buildings outside the eave line on land no steeper than 2% slope to be used as snow storage.
- With respect to Parking Lots, an area equal to 15% of the pavement surface area should be reserved for snow storage - this can be provided on the pavement or in adjacent planter areas if the planting can survive the snow loading.

9. Street Lights

Street lights shall be constructed over fire hydrants and at street intersections within the project for public safety reasons. The applicant should submit a street lighting plan for public safety considerations and residents convenience within the project with preliminary plans.

10. Ski Bridges

The Master Home Owners Association shall maintain all ski bridges including ski bridges leading to individual lots.

11. Park City Annexation

The western portion of the project adjoins Park City, and certain services may be more economically provided by Park City. Annexation may be the most appropriate and economical way to provide government services. The Commission is willing to consider the annexation of the western portions of the project. Specifically, the Commission will consider annexation of Roosevelt Gap after approval of this Amended Order of Density Determination, and of Slalom Village and Snowtop after Developer has completed Preliminary or Final Approval (as defined in the Wasatch County Development Code) of those sites under Wasatch County jurisdiction. The Commission would not favorably consider an annexation which does not meet the requirements of. or does not recognize the entitlement of this Density Determination, or which does not maintain Wasatch County control of water quality.

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In addition to the municipal annexation, the Commission will review annexations and disconnections from various special service districts involved in providing services which are not provided directly by the County or Park City, such as fire, water, sewer, and similar services in order to provide a high quality of service within the project. Service district annexations and disconnections will be based on logical and efficient extensions, both for the service providers and the project. Depending on how services are provided, the jurisdictional adjustments for each of the annexation areas may be different, and will be considered on a case by case basis. The balance of the project is logically and economically served as a Wasatch County project, and annexation east of Slalom Village would not be favorably considered by Wasatch County under present circumstances.

The Settlement Agreement with Park City requires that the Developer offer certain areas adjacent to Park City for annexation to Park City. The Developer agreed to this on the condition that Wasatch County approved the Density, and certain other planning elements would remain intact. The rationale for Park City's request was that certain areas of the project , as approved, were much too dense or "urban" in character to be located so close to a City and not be serviced by the City. The Developer believes that the annexation area agreed to will provide a workable future boundary between Park City and unincorporated Wasatch County. A substantial open space within the project divides the annexed development parcels from the nearest non-annexed development. There is a rational land use reason for placing the line where proposed.

The Park City annexation is not approved as part of this Amended Density Determination because:

A. At this time there has been no petition filed with Park City for annexation, and it is not known to be within the Park City Annexation Policy Declaration.

B. Preliminary and final approval of subdivision plats and/or records of survey, as appropriate for either single family lot subdivisions or multi-family developments, shall be obtained from Wasatch County prior to petitioning annexation of the Snowtop neighborhood and Slalom Village developments to Park City. Recordation of the plats, of filing of the Record of Surveys shall be completed pursuant to Wasatch County approval prior to annexation to Park City. Final Design Approval and Annexation of the Roosevelt Gap development may be sought and petitioned from Park City following approval of First Amended Density Determination.

C. Park City and Wasatch County shall achieve an agreed upon working relationship on water, fire, garbage, police, and road maintenance.

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12. Fiscal Impact

Fiscal impact information provided by the applicant was found to be insufficient to address the impact of the proposed development on the County's general fund. Also it is understood that definitive financial assessments are difficult to make at this time due to the quickly changing nature of the Jordanelle Basin. Amended Density Determination is, however, approved based on conditions contained in IV. PRE-CONDITIONS TO CONSTRUCTION 3. Government Services Plan below.

13. RF-1 Zone Compliance.

Development may occur in accordance with the uses and densities shown on the Tables, and if the project is built in accordance with the densities shown on the tables, and in conformity with the other terms and conditions of this Order of Density Determination, the intent and specific requirements of the Development Code as it pertains to the RF-1 zone will have been satisfied.

14. Phasing Plan.

The following Phasing Plan is adopted for the Telemark Park Resort:

(a) For purposes of this provision, the term "Platting" is deemed to include the formal recordation of a subdivision plat or condominium record of survey map, and also, in the case of those Dwelling Units for which a formal plat is not required (such as rental apartments, employee housing, and lodge Dwelling Units that are not held in condominium ownership), the issuance of a building permit. Those Dwelling Units which do not technically require recordation of a plat are deemed to be "Platted," for purposes of the Phasing Plan, when the building permit for the construction of those dwellings is issued. Single family dwellings are considered Platted, for purposes of this section, upon the recording of the subdivision plat, without regard to when construction of the dwelling actually occurs.

(b) Prior to the Platting of any units beyond 50% of the total units approved, Developer shall have constructed all of the Phase I Recreation Amenities, and have constructed or bonded for the construction of all the Phase II recreation Amenities.

(c) Recreation Amenities are also subject to the phasing plan, except for Pre-Development Recreation. Prior to, or with the first Plat, Developer shall construct or bond for all of the Phase 1 Amenities as described in Section VIII. Prior to the Platting of any units beyond 50% of the total units

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approved, Developer shall construct or bond for the construction of all of the Phase 2 Amenities as described in Section VIII. The developer may construct the recreation amenities sooner than required under this provision.

15. Relation of Roads and Infrastructure to Adjoining Properties.

(a) In conjunction with the settlement of the Litigation, the property owner has obtained agreements from abutting property owners United Park City Mines Company, Land Der Berg, LLC, and Milton L. Weilenmann concerning the maximum densities on their adjoining properties which might logically be served from the roads in Telemark Park. These properties are labeled on the Telemark Park Resort, Concept Master Plan, revised June 7, 1996. These adjoining properties are all of the privately owned land that can be logically served or accessed through the Telemark Park property due to terrain conditions. Utilities and roads will be designed and constructed in a manner that anticipates serving these properties, subject to such line extension agreements as the parties may work out among themselves and approved by Wasatch County. Except for these abutting owners, no other property will be served through, or have access through or by the Telemark Park road system or utilities. Road and utility stubs are not required to be provided to any other property.

(b) In requiring these road and utility stubs to the three adjoining properties, Wasatch County is endeavoring to efficiently plan for future utility services and minimize future costs or duplication of services should development later occur on those properties, and to preserve historic rights of access. Nothing in this Order of Density Determination is intended to, or shall be interpreted as granting or recognizing any specific development rights to those properties, which are owned by third parties.

16. Telemark Park Master Owners Association and Telemark Park Special Service District.

The 1991 Density Determination contemplated the formation of a special service district that included only the Telemark Park Resort property. Most of the intended functions of that district have been assumed by the Jordanelle Special Service District, which covers a larger area. It is now anticipated that the functions and services not provided by the Jordanelle Special Service District, and not provided by Wasatch County generally, will be provided by, and paid for, by the Telemark Park Master Owners Association as described in the 1991 Density Determination, however, certain or all of these functions and services may be provided by a Telemark Park Special Services District.

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17. Transfer of Interest.

As a result of a merger dated December 29, 1995, Trans-Wasatch Company, Inc., a Utah corporation, was merged into Trans-Wasatch Company, LLC, a Utah limited lability company. [As a result of a purchase of the property which is subject to these First Amended Findings and Order from Trans-Wasatch Company L.C.C. on June 20, 1996, Deer Crest Associates, L.C., a Utah Limited Liability Company became the owner of the property and the successor entity.] The successor entity succeeds to all the rights, entitlements, and obligations of its predecessor pursuant to Section IX.2.A. of the original Density Determination.

18. Pre-Conditions.

No development other than those recreation facilities described below as "pre-development recreation" may occur until each of the Pre-Conditions to Construction listed in Section IV of this Order have been satisfied or expressly waived by the County.

19. First Amended Findings and Order on Density Determination.

This "Findings and Order on Amended Density Determination in the Matter of the Application of Trans-Wasatch Company for Amended Density Determination for Telemark Park Resort" supersedes "Findings and Order on Density Determination in the Matter of the Application of Trans-Wasatch Company for Density Determination for Telemark Park Resort" recorded as Instrument No. 158784 December 31, 1991 in Book 237, Pages 241 to 332, Official Records of Wasatch County.

IV. PRE-CONDITIONS TO CONSTRUCTION

This density determination is predicated upon satisfaction by the Developer of the following pre-conditions, and no construction other than "Pre-Development Recreation Amenities" described in Section VIII.2.C.(a). may be built unless and until the Developer has demonstrated to the reasonable satisfaction of the County that all of the following conditions have been satisfied:

1. Sewage Treatment.

Sewage collection, distribution, and transmission is being provided by Jordanelle Special Services District. Sewage treatment is being provided by Heber Valley Special Services District. This pre-condition is, therefore deemed to have been satisfied.

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2. Secondary Access Road - Keetley Road Vacation.

The proposed plan would "privatize the entirety of Keetley Road within the project. Controlled access gates will be placed at east and west ends of the project. In order to satisfy Park City's desire to permanently disconnect the historic right of way so as to preclude the road reverting to use as a public thoroughfare at some future date, Keetley Road will be physically "disconnected" by placing a structure [a multi-family hospitality facility in Slalom Village] across the right of way (after vacation). The structures internal parking may "ramp" between disconnected segments of the road, but through traffic will be precluded.

The formal Petition for the Vacation of Keetley Road in Sections 14, 15, 23, and 24 of Township 2 South, Range 4 East, Salt Lake Base Meridian, Wasatch County, Utah was filed with the Wasatch County Commissioners June 3, 1996, and to Park City on June 13, 1996. The petition requested vacation of Keetley Road, also known as Heber Avenue extending northwesterly approximately 1.5 miles from the terminus of Wasatch County Class B Roadway known as the "L" Line. The matter was set for public hearing June 24 at 4:00 pm at the Wasatch County Courthouse and was published in the Wasatch Wave June 5, 12, and 19, 1996.

In order to satisfy Wasatch County requirements for public safety, there must be two points of ingress and egress to the development. Original Density Determination Approval required that Developer must demonstrate the right to improve a secondary access via Heber Avenue from Park City or the Snowtop Road from the north to the Highway 40 frontage road. If neither of these roads is available to the project the developer must show both that practical alternative routing is possible and that the developer has a legal right to construct these roads prior to preliminary approval or any plat or building permit for any habitable structure. Amended Density Determination proposes the use of vacated Keetley Road (a private street) into the Deer Valley area of Park City as a secondary access to the project.

Wasatch County recommends approval of the vacation of Keetley Road and the acceptance of the Private Street version of Keetley Road to satisfy "secondary access", upon the following conditions:

A. Ski Academy is located in Telemark Village.
B. Replacement of motor vehicle access with a system of public trails within the project: in lieu of motor vehicle access, public access will be provided by a system of public trails as shown on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996.

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C. The following utilities: Pacific Power, Mountain Fuel, U. S. West, and others who may have not have written easements along Keetley Road by virtue of being located in the old roadway must be provided written easements prior to the vacation of Keetley Avenue.
D. An easement over Keetley Road is to be retained by Wasatch County for emergency traffic.
E. That a bypass roadway be constructed at the Slalom Village location according to the following Section:
- 24' of pavement with 4' shoulders on each side for a total graded width of 32'.

sufficient to serve as a secondary emergency access through the project,
F. That this bypass roadway shall be deed restricted in perpetuity to serve as a "secondary emergency access" for the project,
G. That this bypass roadway shall perpetually be maintained the projects Master Property Owners Association, and
H. That the entire roadway through the project consisting of Keetley Road to the Slalom Village, the bypass roadway around Slalom Village, Keetley Road from Slalom Village to the Summit County/Wasatch County line, and Keetley Road in the Park City from the Summit County/Wasatch County line to Queen Esther Drive in Deer Valley be deed restricted in perpetuity to serve as "secondary emergency access" for the project.
I. That the maintenance of this entire roadway described in Item D. above be guaranteed by the Telemark Park Master Association.

3. Government Services Plan.

The Telemark Park Resort is not located near any existing Wasatch County service facilities or within an area where regular services have been required on a routine basis. The development will require a full complement of governmental services, including but not limited to extended law enforcement, fire protection, education, road maintenance, storm drainage and flood control, sanitary sewage collection and treatment, retail water service, and road maintenance. The county must know how these services are to be provided, and further provide that the provision of these services can be done in such a way that the taxpayers in incorporated areas are not subsidizing services in unincorporated areas. Some of these services can reasonably be provided by logical extensions or expansions of existing Wasatch County based services. Others may have to be established through new districts within the Project or in conjunction with other developments in its immediate area. Still other services may be most economically provided by contracts with, or

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annexations to, other existing districts, municipalities, or state or federal agencies.

Prior to construction, or with the application for preliminary approval, the Developer must present to the Board of County Commissioners a Governmental Services Plan showing that essential governmental services are available to the Project, the providers of those services, and whether the service arrangements are interim or long term.

Part of the Governmental Services Plan includes appropriate mitigation of impacts on the service providing agency. The County Commission will review the Government Services Plan, and, if it finds that necessary services are available and committed, and that the public health, safety and welfare have been adequately provided for by the several agencies identified within the plan, and that the public interest is served, shall approve the Plan as being adequate to satisfy this Pre-Condition.

4. Execution by Affected Parties.

All persons or lenders who have an interest in this property must agree to the terms of this Density Determination before it is effective.

V. INFRASTRUCTURE REQUIREMENTS

This Order of Density Determination is based upon the Developer providing the necessary infrastructure to support the proposed development. This infrastructure includes public and private roads, utilities, storm drainage controls, wastewater, and all similar services. Infrastructure is to be built with each Development Parcel in a manner that the parcel could stand alone and function independently if no subsequent development occurred. Requests for preliminary and final approval will be granted only if the following standards for infrastructure have been satisfied:

1. ROADS. There are different classes and types of roads approved in the Project, which are described as follows:

A. Public Roads:

Heber Avenue: Heber Avenue as it connects from Highway 40 frontage road through the project to the guard gate in Telemark Village is approximately 1,400 feet in length. The applicant estimates traffic volumes on this portion of project roads at 3,226 A.D.T. at project build out.

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B. Private Roads

-Keetley Road from east gate to intersection of St. Louis Drive.
-Little Baldy Drive
-Keetley Road west of St. Louis Drive intersection.
-Snowtop Road
-Snowberry Court
-Lower Acorn Circle
-Upper Acorn Circle
-Pocatello Court
-Boiler Point Circle
-Pioche Place
-Little Baldy Court
-Slalom Court
-Snowtop Circle

C. Road Classifications

The following road classifications are specified within the project.

Road classifications based on Peak ADT

Collector	> 1,200 ADT
Sub Collector	600 - 1,200 ADT
Local	< 600 ADT

Designation of roads:

Collector:
-Keetley Road (Heber Avenue) east of East Guard Gate

Sub-collector:
-Keetley Road from east gate to intersection of St. Louis Drive.
-Little Baldy Drive

Local:
-Keetley Road west of St. Louis Drive intersection.
-Snowtop Road
-Snowberry Court
-Lower Acorn Circle
-Upper Acorn Circle
-Pocatello Court
-Boiler Point Circle
-Pioche Place
-Little Baldy Court
-Slalom Court
-Snowtop Circle

D. Design Standards for Heber Avenue and other County Roads:

4' wide drainage ditch, or additional shoulder

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4' gravel shoulder,
30' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 46'

Right of Way width shall be a 60'. Right of way width must be widened within the right of way or within easements where necessary to include cut and fill slopes. Right of way width must wider in areas which contain passing lanes and left turn pockets.

Ten foot snow storage areas are to be provided on shoulders, as measured from the edge of pavement.

A special design study of Heber Avenue at the Telemark Village must be prepared at Preliminary Plan stage for the Village to demonstrate the safety of road and intersection design. Such study shall address, but shall not be limited to, an analysis of vertical and horizontal sight distances and operation during winter months, considering the potential for snow and ice buildup.

The design speed of the road is to be 30 miles per hour.

E. Design Standards for Service District Roads:

The roads in the Project will be owned and maintained by the Special Service District and/or the Master Association or private entities such as condominium associations. The classifications and design standards for these roads are as follows:

Collector:

4' wide drainage ditch, or additional shoulder
4' gravel shoulder,
30' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 46'

Sub-collector:

4' wide drainage ditch,
4' gravel shoulder, or additional shoulder
26' of asphaltic or concrete driving surface,
4' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 42'

Local:

4' wide drainage ditch,
4' gravel shoulder, or additional shoulder

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26' of asphaltic or concrete driving surface,
' gravel shoulder, and
4' wide drainage ditch, or additional shoulder
Total graded width of 42'

Eight foot snow storage areas are to be provided on shoulders as measured from the edge of the pavement.

The above delineated 8 foot shoulders are being provided for the following purposes:

- the shoulders give additional travel surface if a vehicle's wheel gets off of the pavement,
- having a shoulder rather than the drainage ditch adjacent to the pavement prevents a vehicle's wheel from dropping into a drainage swale,
- a drainage swale directly adjacent to pavement can undermine the edge of the pavement due to erosion of the swale.
- the presence of the shoulder, rather than a drainage swale adjacent to the roadway should increase the integrity of the pavement, and reduce pavement maintenance costs,
- the combined shoulder and drainage ditch provide an emergency parking area,
- the combined shoulder and drainage ditch provide a snow storage area,
- the combined shoulder and drainage ditch provides a construction area for natural gas, power, telephone, and cable TV utilities, street lights, and fire hydrants. Gas, power, telephone, and cable TV are not normally installed under the pavement surface,
- the 8' total width shoulder, and/or shoulder/drainage swale combination provides room for guard rails where required.

A typical section for sub-collector roads and local roads is included herein.

F. Designation of Ownership: The roads within the project are classified as follows for ownership, maintenance, and control purposes:

County Roads:

Heber Avenue at the easterly end of the project only.

District Private Roads:

Sub-collector:
-Keetley Road from east gate to intersection of St. Louis Drive.
-Little Baldy Drive

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Local:
-Keetley Road west of St. Louis Drive intersection.
-Snowtop Road
-Snowberry Court
-Lower Acorn Circle
-Upper Acorn Circle
-Pocatello Court
-Boiler Point Circle
-Pioche Place
-Little Baldy Court
-Slalom Court
-Snowtop Circle

G. Design Standards for Project Roads: The following design standards will apply to all County and District roads within the Resort:

The minimum centerline radii will be at least 75 feet,

Left turning lane on Keetley Road required at the intersection of Keetley Road and Telemark Village Center.

At intersections grade shall not exceed 4% for all approaches for a distance of at least 100 feet as measured from the centerline of the appropriate roadway or for a minimum of 50 feet from the stop bar, whichever is greater.

Street Grades: Maximum centerline road grade shall not exceed 10%, except for Keetley Road:
- west of Slalom Village to St Louis Drive, and
- east of Slalom Village to St Louis Drive,

where centerline grade shall not exceed 12%.

The minimum tangent distances out of intersections will be 100 feet on County Roads, and 50 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific recommendations of traffic/civil engineer, subject to approval of county review engineer).

The minimum tangent distances between reverse curves will be 100 feet on County Roads, 50 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific recommendations of traffic/civil engineer, subject to approval of county review engineer).

The minimum tangent distances between broken back curves will be 200 feet on County Roads, 100 feet on District roads (this standard may be modified at the time of submitting preliminary plans - based on site specific

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recommendations of traffic/civil engineer, subject to approval of county review engineer).

H. Right of Way Widths

Public Roads

Right of way widths for public roads shall be 60' subject to the provision of additional easements for the following purposes outside the 60'right of way:

- slope easements for construction and maintenance of cut and fill slopes,
- utility easements (if necessary) for the construction and maintenance of additional project utilities, and
- snow storage easements for the storage of snow and other road related materials from project roadways.

Private Roads

Right of way widths for private roads shall be 50' subject to the provision of additional easements for the following purposes outside the 50'right of way:

- slope easements for construction and maintenance of cut and fill slopes,
- utility easements (if necessary) for the construction and maintenance of additional project utilities, and
- snow storage easements for the storage of snow and other road related materials from project roadways.

2. WATER SUPPLY, WATER RIGHTS, AND FIRE FLOWS

A. Water Rights

Wasatch County does not provide retail water service, and the burden of providing water rights, waterworks, and the retail water system is entirely borne by the Developer. The Developer shall have obtained adequate water rights, shall have secured approval of any necessary change applications from the State Engineer and shall have demonstrated the development of water source in quality and flows meeting the requirements of the State Health Department in the amounts necessary to service the development phase proposed on each application for Preliminary Approval at the time such application is made. In the event that Developer has not satisfied any of the above requirements prior to the filing of such application, County may, at its sole discretion, process the Application for other areas of concern but shall not approve such application until the requirements of this section have been met.

Notwithstanding the foregoing, no first phase proposed for Telemark Park Resort may be approved without rights, flows

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and storage meeting the Fire Flow requirements of this Section.

(a) Quantity of Water:

(1) Total Water Demand. The total required water rights for Telemark Park Resort if all Density approved herein is constructed is 316 Acre Feet annually, according to the County's consultant. Applicant represents a desire to implement water conservation measures which might reduce this total amount. As the County wishes to encourage water conservation, but such measures are unproven to the County, the following requirements are imposed:

Any first phase proposed for Telemark Park Resort must have water rights and flows calculated on a per unit basis according to the table below. The Developer may perform a metered water use study on the first phase and present the results to the County. Any such study must meet the requirements of the State Division of Drinking Water and must be reviewed and approved by the State prior to any reductions in system demands or water rights. At the County's sole discretion, the total required water rights for Telemark Park Resort may be reduced according to the results of that study.

TELEMARK PARK RESORT WATER RIGHTS REQUIREMENTS

TYPE USE	UNITS	STORAGE DEMAND (gallons)	DEMAND (gallons)	ANNUAL DEMAND (af)	TOTAL** (af)
COMMERCIAL	72*	40	2,880	.225	16.20
LODGE CONDO	148	450	66,600	.500	74.00
APART. CONDO	98	400	39,200	.450	44.10
TOWNHOUSE/COTT	124	475	58,900	.530	65.72
SINGLE FAMILY	146	500	73,000	.560	81.76

* Commercial square footage in 1000's
** Demand stated in Acre Feet per year.

NOTE: For common area, snowmaking and seasonal demands, reference is made to Table 1 of the above referenced report by EWP.

(b) Phasing of Water Acquisition.

In order to prevent an undesirable situation from resulting if Developer is unable to obtain the total required water rights or develop the necessary sources, the following conditions are imposed:

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(1) Prior to approval of Preliminary Plans, Developer must demonstrate that substantive and valid water purchase options have been secured or that a valid application has been made to the Central Utah Water Conservancy District for C.U.P. water in the total amount required for the project.

(2) If the total water rights and sources have not been secured prior to the first Preliminary Plan, such plan must show the proposed development utilizing the Applicant's existing 100 acre feet of water, and a demonstration that such development would be capable of standing alone in the event that nc further water rights may by obtained or sources secured.

(3) If, within five years of the first Preliminary Approval, total water rights and sources for the project as approved herein, or as modified by the County pursuant to a metered water use study, have not been secured, Developer shall file with the County a proposed Amended Density Determination showing the proposed reduced project size and application of the then perfected water rights and sources.

B. Water System Capacity and Fire Flows:

Because of the wildland fire exposure in the Telemark Park Resort, and the distance from established Wasatch County fire fighting services, the Fire Flow demand for the Development has been set at a level in excess of that required by the Uniform Fire Code. The estimated fire flow demand for each type of Unit is shown on the following table:

Peak Day Source Demand and Flows

Unit Type	Gallons/Day Winter	Summer
Commercial Space, Per 1,000 sq. ft.:	75	80
Lodge Condos:	800	900
Apartment Condos:	600	800
Townhouse/Cottage:	800	950
Single Family Lots:	800	1000
Open Space, Per Acre:	-0-	4030
Snow Making, Per Acre:	3000	-0-
Total Demand in gallons per minute:	358.9	360.8
Total Storage Demand -		

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50% of Peak Daily Flow, in gallons: 268,000*
260,000
*(includes 60,000 gallons snowmaking)

(a) Fire Flows and Storage Demand:

(1) The following fire flow requirements were established in the 1991 Density Determination and are understood as minimum standards. Final requirements for the project will be established in accordance with the criterion in Section V.2.B.(a).

- Multi-Family and Commercial Villages: 2,500 GPM flows for 3 hours, based on type of construction and the requirements for fire sprinklers. Uniform Fire Code, 1994 Edition shall govern.

- Single Family Areas: 2,000 gallons per minute for 4 hours shall be the required fire flow and storage in all areas, based on type of construction and the requirements for fire sprinklers. Uniform Fire Code, 1994 Edition shall govern.

- Total Fire Flow Storage: The total storage per the above requirements would be 450,000 gallons for 2,500 GPM X 3 Hours, or 480,000 gallons for 2,000 GPM X 4 hours. As the greater of these two is 480,000 gallons, the required fire storage shall be 500,000 gallons.

(2) Fire flow storage provided within the development shall be no less that specified by current fire flow rates and durations specified in the current Uniform Fire Code as adopted by Wasatch County at the time of the recordation of each phased portion of the project. Fire storage may therefore be greater than values specified above depending upon the construction phasing of the project.

(3) Fire flow storage for Roosevelt Gap, Slalom Village, and Snowtop developments shall, in addition to Wasatch County requirements, comply with Park City Fire Code standards of general application at the time of construction.

(b) Total Storage Demand:

(1) Total storage demand is the sum of fire flow storage, unit storage demand, any other storage demand, and is the greater of summer or winter storage demand. This is calculated to be 770,000 gallons. This is the

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minimum required total storage for Telemark Park Resort. This may only be reduced through alternate storage or source for snowmaking water, which accounts for 60,000 gallons during the winter, and/or a reduction in unit demand based upon a metered water use study as provided for above.

(2) Domestic storage provided within the development shall be no less that specified by current standards specified in the current Utah State Drinking Water Standards, and in current Jordanelle Special Services District Standards at the time of the recordation of each phased portion of the project. Domestic storage may therefore be greater than values specified above depending upon the construction phasing of the project.

C. Water System Design Standards. The following design standards apply to the construction of the water system in Telemark Park:

(a) Storage Location, System Design & Main Depth:

Total water system storage may be provided in a single location in the project, or divided up into multiple locations throughout the project such that fire flow storage plus domestic storage is satisfied at any particular location.

Each Neighborhood is to have available to it the required fire flow storage plus average daily flow storage, or one-half peak daily demands, for the entire neighborhood considering building types.

Conceptual water system design for the overall project (well locations and capacities; main sizes; and tank locations, elevations, & sizes shall be submitted with preliminary plans.

Water mains are to be buried to a minimum depth of 7 feet in roadways and at a depth of 5 feet in other locations, or as established by Jordanelle Special Services District Standards.

(b) Fire Protection and Suppression Requirements:

(1) Fire Sprinklers. All residential and commercial structures within Telemark Park Resort shall be internally fire-sprinklered in accordance with the provisions of the Uniform Fire Code, as updated from time to time. Unless specifically approved by the Fire Marshall for non-combustibility, all such structures shall contain exterior sprinklers as well. Such exterior

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sprinklers shall include at least under eave sprinklers, but may be required to include roof top sprinkling in areas or on structures deemed by the Fire Marshall to have wildfire hazard or vegetation to roof relationships justifying such measures.

(2) Fire Breaks. The Application contains provisions for fire breaks around structures. Conformance to the Application in this regard is a condition of this approval and future construction permitting.

(3) Building Construction/Combustibility Standards. Construction shall meet all applicable fire safety requirements of local, state and federal agencies, and shall be at least as fire resistive as Type V-ONE-HOUR Construction, maximum compartment size 21,000 square feet, per Table 5-C of the Uniform Building Code.

(4) Fire Access. Access to structures for fire suppression equipment shall meet all applicable requirements of the Fire District and shall be subject to review by the Fire Marshall, which shall in no event exceed the requirements of the Uniform Fire Code.

(5) Non-County Fire District Service. In the event that Telemark Park Resort contracts with a non-County fire district for interim service the Fire Marshall of said district shall have interim authority hereunder to enforce Fire Safety measures. Approval by the Fire Marshall having jurisdiction and responsibility over the Development shall be binding in the event of a later transfer of jurisdiction, and property owners will not be required to modify existing structures solely on the basis of a jurisdictional transfer.

3. SANITARY SEWER

All commercial buildings and residential dwellings within the Telemark Park Resort shall be served with sanitary sewer service from a sewage collection and or treatment utility or district consistent with the Jordanelle Basin Wastewater Treatment Plan adopted by the County.

4. STORM WATER AND WATER QUALITY

Telemark Park Resort is located within the watershed of the Jordanelle Reservoir and the Provo River. This approval is conditioned upon recognition of the non-degradation status of the hydrologic setting.

A. Stormwater Plans.

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Preliminary Plans shall be required to show compliance with the Telemark Park Surface Water Runoff Control Conceptual Level Master Plan by Hansen, Allen & Luce, dated December, 1989 (hereafter the Water Quality Plan). Any proposed variation from the provisions of this plan are subject to review and approval by the County.

Preliminary Plans will be required to show compliance with that plan and shall specifically address:

- Location of all building sites outside of storm water discharge routes.
- Detention Structures.

B. Water Quality Control.

The Hansen, Allen & Luce Water Quality Plan referred to above is incorporated herein by reference. The summary measures below are extracted from that plan.

"The Water Quality Plan identified detention basins. The Water Quality Plan also identified the potential for Preliminary Plans to identify and propose alternatives, so long as the mitigating effect upon water quality equals that provided by the basins. In the absence of alternatives proposed by developer and approved by the County at Preliminary Plan stage, the following detention basins are required to be constructed by Developer as a condition of this approval:

- Drain Tunnel Gulch (AKA Telemark Hollow)
- St Louis Gulch
- U.S. 40 (Just above U.S. 40 Embankment in lower Drain Tunnel Gulch, AKA Telemark Hollow)"

The size and design of the above basins shall be determined based on site specific hydrology, hydraulic and water quality calculations and considerations presented by the developer's engineer with Preliminary Plans subject to review and approval of Wasatch County and Wasatch County Review Engineer.

Based on Telemark Park Resort, Concept Level Water Quality Plan, June 7, 1996, detention basins may be constructed at the following locations and sizes within the project to satisfy the above requirements:

Location	Size
• Roosevelt Gap	0.5 acre feet
• Little Baldy #1	0.5 acre feet
• Little Baldy #2	0.5 acre feet
• Little Baldy #3	0.5 acre feet
• Little Baldy #4	0.5 acre feet
• St. Louis #1	3.0 acre feet

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- St. Louis #2 2.0 acre feet
- St. Louis #3 2.0 acre feet
- Gordon's Gulch 0.5 acre feet
- Spin-Cycle 7.0 acre feet
- US 40 Basin 10.0 acre feet

Preliminary and final plans for Telemark Park shall include sufficient analysis and documentation, presented to Wasatch County for review and approval, to assure that the proposed mitigation plan is implemented. Commitments shall include design and construction techniques, plans and specifications.

Water Quality plans prepared for Preliminary Plan and Final Plan submission shall be designed in accordance with the following references:

- **"Wasatch County Hydrologic/Water Quality Study,"** Hansen Allen & Luce Inc., June, 1994.
- **"Wasatch County, A Guide for Erosion and Sediment Control at Construction Sites**, EWP, Draft Report, December 11, 1995"

C. Ownership and Maintenance:

All storm water conveyance facilities and detention basins shall be owned by the Telemark Park Master Homeowners Association or a Telemark Park Special Services District. All storm water conveyance facilities and detention basins shall be operated and maintained by the Telemark Park Master Homeowners Association or a Telemark Park Special Services District.

D. Stormwater Design Criteria:

All drainage ways with 10 year design flow velocities above 4 feet per second shall be lined with riprap sized with a minimum safety factor of 1.5 in accordance with the Barfield (1981) method. Drainage way hydraulics shall be analyzed with the Mannings flow equation. Cross road drainage facilities including culverts will be designed to convey at least the 10 year design storm after development. The 100 year after development storm event must be considered in the design of such cross road drainage facilities as well as natural and improved open channels, storm drain inlets and storm drain pipe systems so as to provide that such an event does not inundate structures, damage utilities, endanger the public or adversely impact the environment. The design of drainage ways and culverts shall be included in Preliminary Plans and construction detail shall be provided in the Final Plans.

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All building sites and essential facilities shall be positioned such that they are free of flood hazard and/or are protected from 100 year stormwater flows.

Stormwater planning, design, and construction will be integrated with water quality planning.

5. RELATIONSHIP OF ROADS AND UTILITIES TO OTHER PROPERTIES.

Neighboring properties that now have a legal right to use the Telemark property for access may not be landlocked. Anticipated properties that may use project roads for access to their property are disclosed in Section III. 15. of this First Amended Density Determination. Terms for the provision of utilities to these properties is also described in Section III. 15. A reimbursement scheme for utility services shall be developed and must be approved by the County and Developer before any other properties are authorized to connect to facilities constructed by the Developer of Telemark Park.

6. PUBLIC TRANSPORTATION

There is no established public transportation service in the area at this time. Limited common carrier or hotel courtesy-type public transportation should be anticipated. Loading zones only in multifamily and village areas shall be provided at walking distances no greater than 500 feet and shall have the following characteristics: 40 feet long and 10 feet wide located outside the normal travel lanes of roadways.

VI. DEVELOPMENT AND SITING OF IMPROVEMENTS

Although a great deal of siting detail has been developed through the Density Determination stage, the specifics as to the development to occur on each of the identified development sites is still quite general in nature, with final design and engineering to follow as individual development sites move to Preliminary and Final Approval. Subsequent applications for Preliminary or Final Approval are to be in substantial conformance with the Application. Subsequent submittals will be deemed to be in substantial conformance with the Application and this Order of Density Determination if they meet the following standards:

1. DEVELOPMENT PARCELS

Density Determination is considered approval of Density in the areas shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7 according to the conditions contained herein and according to the Pre-Conditions described in Section IV. The location and boundaries of the Development

Parcels are identified on Land Use and Area Exhibit. Parcel boundaries may be adjusted at Preliminary Plan level, but may not be significantly changed. Specifically, boundaries are expected to be within 50 feet of those shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. The area of Development Parcel areas may be decreased.

Adjustment of Multi-Family Development Parcels may not increase total area by more than 5% of that shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7. Any such increase may not increase the allowable building mass.

Single Family Parcels may be adjusted, but may not be increased in area unless such increase is due to the conversion of adjacent road right of way (RRW) or MultiFamily (MF&C) areas. Lot lines as shown on the Concept Plan may be reconfigured and the overall number of lots may be reduced according to the Single Family Lot Guidelines herein, but in no event may open space be reduced after dedication to the Master Association.

In no event may the net acreage of Open Space areas be decreased from that shown on the Land Use & Area Exhibit by more than 2%.

Any proposed adjustment of Parcel boundaries from the Application must be shown at Preliminary Application. At Final Application adjustment may only represent survey correction, not reconfiguration.

Within applicable setbacks within MF&C areas, Developer may reconfigure building footprints and shapes from those shown on the Concept Plan and shall show such reconfiguration at Final Plan Application. Such reconfiguration shall be subject to all other conditions contained herein.

At Preliminary Plan developer may adjust roadway locations from those shown on the Concept Plan in the interest of minimizing site disturbance and grading. Such adjustment may not result in more than a 5% increase in total RRW area shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, unless such increase is due to an increased width condition imposed by the County.

2. SITING GUIDELINES APPLICABLE TO ALL DEVELOPMENT PARCELS

The following guidelines apply to all development parcels within the Telemark Park Resort:

Unless otherwise approved during the preliminary plan phase of the project, Building envelopes shall be configured

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within required setbacks within parcels approved in this Determination for such use, and shall be designated on Preliminary Plan submittal.

Preliminary plans shall be of 1"=50' or greater scale. Such plans shall show existing vegetation of 4" DBH (diameter at breast height) or larger trunk caliper and shall demonstrate an effort to preserve such vegetation wherever possible, with emphasis on preservation of larger and slower growth type trees and groves.

Preliminary plans submitted for review and approval shall show setbacks, limits of disturbance, building envelopes, snow storage areas, cuts, fills, proposed slopes for disturbed areas, general utilities, rights-of-way, easements, and proposed night lighting.

Preservation of natural features and vegetation to the extent reasonably possible is required. Retain existing tree stands and existing terrain where possible.

Building siting should be responsive to the overall development concept, adjacent development, and (i)Topography, (ii)Geology/soils conditions, (iii)Hydrology, (iv) drainage and flood plain considerations, (v) Vegetation, (vi) Views, (vii) Solar and micro-climate considerations, (viii) Access and circulation; pedestrian and vehicular, (ix) Seasonal response, (x) View corridors, (especially to the mountains), and (xi) Snow storage requirements.

3. COMMERCIAL SPACE.

Location: Commercial Space shall be constructed in the Villages indicated on the Master Plan, and shall not be transferrable between Villages.

Allowed Commercial uses: Office, Restaurant, Retail, Ski & Sports Shop, Tavern, Convenience Store, Delicatessen, Cafe, Sports/Fitness and other uses related to the recreational and residential nature of the development.

Prohibited Commercial Uses: Any business activity producing noxious fumes, hazardous waste or noise pollution, any other business activities prohibited in the zone or the County.

4. SET BACK AND SIDEYARD STANDARDS

Minimum Setbacks SINGLE FAMILY:
Front Lot Line: 20 Feet
Rear Lot Line: 30 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 45 Feet

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Minimum Setbacks MULTIPLE FAMILY:

Front Lot Line: 15 Feet
Rear Lot Line: 25 Feet
Side Lot Line: 10 Feet
Distance from Road Centerline: 40 Feet
No building or structure other than fences shall be built within the setback criteria as described above.

5. SINGLE FAMILY SUBDIVISION LOT DESIGN STANDARDS:

It is the intent of these criteria to minimize surface and visual impact from the development of single family lots and to restrict dwelling placement, height, size and design so as to provide for unobtrusive, attractive dwellings in harmony and proportion with their surroundings.

The following parameters are being approved out of consideration for the environment, to allow for clustering of single family dwellings and larger open space areas, and to achieve aesthetic variation within the project. Applications for Preliminary and Final Approval of Subdivisions containing Single Family Lots will be approved if they demonstrate compliance with the following standards:

Lot Size: The minimum Lot size will be at least 10,000 Square Feet

Limits of Disturbance: Within each Lot, the Preliminary Plan and Final Plat must designate and show an area within each lot where grading and vegetation removal is allowed and where the dwelling and all improvements must be sited. Outside of the Limits of Disturbance only approved above-ground thinning of existing vegetation or spot planting, and the reasonable and necessary placement of utility service lines to the Lot may occur. The Limits of Disturbance Area will be shown on the Final Plat and varies from lot to lot to protect vegetation, drainage, and areas of steep slope.

Maximum Dwelling Coverage: Within each Lot, the Preliminary and Final Plat must designate the maximum size of allowable structures in plan view, including eaves, overhangs, and outbuildings, which may be constructed on the Lot. This is not the Floor Area, but the area of Lot coverage. The Maximum Dwelling Coverages and Maximum Dwelling Sizes shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Impervious Area: Within each Lot, the Preliminary and Final Plat must designate the maximum

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area of impervious surface allowed on a lot in addition to the Dwelling Coverage, including driveways, concrete slabs, walkways, steps and other surfaces impervious to water. The coverages shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Total Floor Area: Within each Lot, the Preliminary and Final Plat must designate the maximum Floor Area as defined by the Uniform Building Code, which does not include garages. The Maximum Floor Areas shown on the following tables are approved for Single Family Lots within the Telemark Park Resort.

Maximum Garage Area: Each Lot must contain a garage. The maximum allowable garage shall be 600 square feet per dwelling. Larger garage areas will be counted against the total Allowable Floor Area of the Dwelling.

Maximum Irrigated Landscape Area: The Preliminary and Final Plats for each Single Family Subdivision must show the maximum allowable irrigated area for each Lot. The irrigated area is that portion of the Lot which may be irrigated or planted in non-native plants using additional water. The actual irrigated area will be shown on the final plat, but will average 1,600 square feet on each Lot. Some drip irrigation of native and drought resistant plants may be done beyond this limitation. Notwithstanding any of the foregoing, the Telemark Park Resort Special Services District will establish water rate schedules penalizing excessive landscape watering.

Upper Story Restriction: Succeeding or higher stories of a dwelling must be no larger than 75% of the next lower story if that lower story, as measured by the intersection of the floorplate plane with natural grade, is 50% or more above natural grade. In split-level designs such ratio is by reference to the floor directly below as opposed to the half-story.

Master Association Architectural Control Committee: Notwithstanding any of the foregoing, the Master Association Architectural Control Committee must approve all planned construction prior to any alteration of existing site conditions. The Telemark Park Resort Architectural Guidelines shall define this procedure, which regulates architecture, landscaping, siting, vegetation removal, thinning for firebreak, stormwater discharge and environmental guidelines. The standards and regulations of this Density Determination will be incorporated into the Subdivision Covenants, Conditions, and Restrictions for each Subdivision.

SINGLE FAMILY LOT COVERAGE TABLES

Lot Area Dwelling Increment (square feet)	Coverage Factor for Increment	Maximum Coverage in Square Feet	Total Coverage in Square Feet
For the first 11,000 sq. ft.	26% coverage	up to 2860	up to 2860
For the next 11,000 sq. ft. (11,001-22,000)	18% coverage	up to an additional 1980 sq. ft.	up to 4840
For the next 11,000 sq. ft. (22,001-33,000)	8% coverage	up to an additional 880 sq. ft.	up to 5720
For the next 11,000 sq. ft. (33,001-44,000)	4% coverage	up to an additional 440 sq. ft.	up to 6160
For Area above 44,001 sq. ft	3%		

As an example of using the above Table, consider a 15,000 square foot lot: the Total Dwelling Coverage would be computed as follows: For the first 11,000 square foot of Lot area, a coverage of 26% applies. For the Lot Area above 11,001, a coverage factor of 18% applies. 26% of 11,000 = 2860 + 18% of 4000 (15,000 - 11,000) = 720 for a total of 3580 square feet.

MAXIMUM SINGLE FAMILY LOT "OTHER IMPERVIOUS" COVERAGE GUIDELINES:

lot area increments (sq ft)	maximum other coverage %	maximum other coverage (sq ft)	maximum total other coverage (sq ft)
up to 11,000	15.0%	1650	1650
11,001-22,000	10.0 %	1100	2750
22,001-33,000	5.0%	550	3300
33,001-44,000	2.5 %	275	3575
44,001 +	2.0 %		

As an example of using the above Table, consider a 15,000 square foot lot: the total other coverage would be 15% of 11,000 = 1650 + 10% of 4000 (15,000 - 11,000) = 400 for a total of 2050 square feet.

CUMULATIVE MAXIMUM SINGLE FAMILY LOT "TOTAL IMPERVIOUS" COVERAGE GUIDELINES: ("DWELLING" COVERAGE + "OTHER IMPERVIOUS" COVERAGE)

lot area increments (sq ft)	total dwelling coverage (sq ft)	total other coverage (sq ft)	total impervious coverage (sq ft)
up to 11,000	2860	1650	4510
11,001-22,000	4840	2750	7590
22,001-33,000	5720	3300	9020
33,001-44,000	6160	3575	9735

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44,001 +

As an example of using the above Table, consider a 15,000 square foot lot: the total impervious coverage would be the total of 3580 sq ft computed above and 2050 sq ft computed above for a total of 5630 square feet.

MAXIMUM SINGLE FAMILY LOT "FLOOR AREA" GUIDELINES:

MAXIMUM SINGLE FAMILY LOT FLOOR AREA GUIDELINES:

Lot area increments (sq. ft.)	maximum total floor area (percent)	maximum total floor area (by increment) (sq. ft.)	maximum total floor area (cumulative) (sq. ft.)
up to 11,000	45%	4,950	4950
11,001-22,000	30%	3,300	8250
22,001-33,000	15%	1,650	9900
33,001 +	8%	na	na

As an example of using the above Table, consider a 15,000 square foot lot: the total floor area would be 45% of 11,000 = 4950 + 30% of 4000 (15,000 - 11,000) = 1200 for a total of 6150 square feet.

6. COMBINATION OF LOTS

At Preliminary Plan submittal developer may reduce the total number of lots within a neighborhood by combination of lots. The resulting larger lots shall be allowed construction according to the formula in Tables above. In no event shall the foregoing allow developer to increase the total area of single family development or to increase the number of lots or total allowed construction.

Preliminary Plans for the first single family lots in the project shall contain, in form satisfactory to the County, Covenants for single family neighborhoods which contain provisions that:

Adjoining Lots may be combined if owned by one party. The resulting parcel shall be treated as one lot for all further purposes and such combination shall be deemed permanent. No lots, once combined, may be subdivided. The owner shall be required to file a Notice of Combination with the Master Association which shall record such notice with the County Recorder prior to commencement of construction. (The ownership of adjoining Lots is not, by itself, evidence of combination or intent to combine, and combination is not deemed to have occurred unless and until a Notice of Combination has been recorded, or a structure built which crosses the common Lot boundary line.)

The resulting larger lot shall be allowed coverage, impervious area and dwelling size according to the tables preceding as 1 lot, not the sum of the allowed areas prior to combination.

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The limits of disturbance area shall be revised by applying the ratio between the dwelling size allowed on the largest uncombined lot to the combined dwelling size allowed to the area of disturbance on the largest uncombined lot. The configuration of such area must meet all applicable setbacks and shall be subject to discretionary review by the Master Association Architectural Control Committee. Committee may disapprove the limits of disturbance based upon visual impact, vegetation impact and neighborhood compatibility. The Committee shall consider and rule upon such combinations prior to purchase if so requested.

Assessments by the Master Association shall be based upon a minimum per lot and an additional amount ratable to dwelling size, combined lots to be assessed as one (1) lot. No combination of Lots shall have the effect of increasing the assessment applicable to other Lots in the Subdivision which were not combined.

Dwellings in excess of 20,000 square feet of floor area must be approved by the Planning Commission on an individual basis.

7. SPECIAL GUIDELINES FOR TELEMARK HOLLOW LOT:

The Lot shown on the Telemark Park Resort, Concept Master Plan, revised June 7, 1996 as Lot 127 (previously Telemark Hollow Single Family) shall be subject to the following additional guidelines:

Driveway: The driveway shall conform to flag lot driveway standards and conditions contained herein.

Dwelling Height: The dwelling shall not break ridgeline as viewed from Jordanelle State Park Hailstone Marina Visitors Center by more than 12' and shall otherwise conform to single family dwelling height restrictions as revised.

Site Plan for limits of disturbance and driveway shall be submitted with final plan and be subject to discretionary review by County. Revegetation of all site cuts and fills shall conform to regulations established in Section VI, Sub-Sections L and M.

8. BUILDING HEIGHT.

Unless otherwise stated in regard to specific buildings or building locations, the following height standards shall apply within the Telemark Park Resort. Height is restricted on a neighborhood by neighborhood basis. Maximum height refers to the mid-point of a roof as measured from the ridge to the intersection of the roof and wall. Natural grade is defined

as a plane formed by the corners of the dwelling prior to any excavation. The height regulations for specific sites are as follows:

A. Lodge Condos at Slalom Village: Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside walls), with the top level being partly located in the roof structure. The top level shall not cover more that 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

B. Commercial at Slalom Village: is to be contained within the Lodge Condo configuration.

C. Ski Academy: Height shall be measured from finish grade at midpoint of building and shall not exceed 45 feet in height.

D. Roosevelt Gap Lodge: Height shall be determined in the field such that no portion of the Roosevelt Gap Development will be visually obtrusive from the vantage point of the Stew Pot restaurant located at 1375 Deer Valley Drive, Park City.

E. Telemark Village: Height will be restricted by reference to parcels on the Telemark Village, Concept Master Plan, June 7, 1996. Height shall be measured from natural grade as defined above and parcel numbers below are from Telemark Village, Concept Master Plan, June 7, 1996. Building height shall not exceed 38 feet at roof mid-point and 28 feet at eaveline (except gable and dormer ends) on Parcels #1 and #3, 58 feet at mid-point and 48 feet at eaveline (except gable and dormer ends) on Parcel #2, and 48 feet at mid-point and 38 feet at eaveline (except gable and dormer ends) for Parcel #4. Subject to further design discretion of the Planning Commission, Telemark Village structures, or special architectural features of such structures, with special mitigating architectural treatment, may exceed the above height restrictions.

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F. Single Family Dwellings: The maximum height of these buildings shall be 33 feet as measured from natural grade, chimneys and roof vents excepted.

9. STANDARDS INCORPORATED INTO RECORDED COVENANTS.

The recorded covenants governing each portion of the Development shall establish specific guidelines, consistent with these standards, and reasonably acceptable to the County for final siting of buildings and roads; building bulk, form and height limitations; building materials, colors and textures; and building orientations for maximum solar access and energy conservation purposes. The Design Guidelines attached as Exhibit C will also be incorporated into the master Declaration Covenants, Conditions, and Restrictions for the Telemark Park Resort.

10. HANDICAPPED/ELDERLY ACCESS.

Access for the handicapped must be provided in all buildings open to or used by the general public.

11. PARKING AND LOADING REQUIREMENTS.

A. General Parking Design Considerations.

Each development site is required to provide its own parking, which shall be under the control and ownership of the owners of that development site. All parking spaces shall be located on the same parcel as the building or use for which they are required. The Master Association Covenants, Conditions and Restrictions, or where appropriate, the neighborhood or condominium covenants shall address parking and include the following limitations:

(a) No parking spaces shall be located within the setback area of a parcel boundary.

(b) There shall be no parking of commercial vehicles with three or more axles in residential and accommodation parcels.

(c) Service bays within the building or parking structure shall provide for maneuvering of service vehicles.

(d) Underground parking clearance shall be a minimum of 8 feet high to accommodate vans and vehicles with ski racks. Driveways shall not exceed 15%, but should generally have a slope of less than 6%.

B. Special Provision for Roosevelt Gap:

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The litigation settlement agreement in the action entitled Park City Consolidated Mines Company et al. v. Park City Municipal Corp., Third District Court, Summit County, Civil No. 930390001 contemplates that the parking for Roosevelt Gap, if constructed as approved herein as a 105 unit lodge facility, will be primarily located at the adjoining Snow Park Hotel site in Deer Valley and will be connected to the Roosevelt Gap facility by funicular tramway so that guests and or residents would primarily access the facility from Snow Park. Parking provided in this manner will be acceptable to Wasatch County as meeting the requirement for on-site parking.

C. Parking For Residential Uses.

Parking for residential uses is based on the size of the residential structure, as shown on the following table:

Parking Required for Residential Uses

unit type	number of bedrooms	number of covered spaces	total number off-street spaces
sf	1-5	2	4
sf	6	2	5
sf	7+	3	6+*
ac	1	1	1
ac	2	1	2
ac	3	1	2
ac	4+	2	3+*
lc	1-2	1	1
lc	3-4	2	2
lc	4+	2+*	2+*
th/c	1-3	1	2
th/c	4+	2	3+*

* where asterisked, one additional space for each two additional bedrooms

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725

if housing unit sizes increase (in number of bedrooms) over proposals of the Application, the number of parking spaces shall increase in compliance with Section IV.K.2.a. Residential Parking above.

D. Parking for Commercial Uses.

Parking for Commercial and Support Commercial Uses. Parking for commercial space shall be provided in the ratio of 3 spaces per 1000 square feet of commercial building area, which includes employee parking requirements for those areas. This parking requirement does not apply to support commercial as the parking for those uses is accounted for in the residential parking requirements.

E. Parking for Recreational Uses.

Parking for Recreational Uses. Developer shall be required, in the sequence described herein, to provide 25 off street parking spaces in the Telemark Village area suitable for trailhead use. Such spaces may double for the commercial parking requirement at Telemark Village, as the timing of use is anticipated to be reasonably complementary and often related to both commercial and trail facilities.

F. Ski Academy Parking.

Ski Academy Parking shall be as shown below using a ratio of 3 parking spaces per 1,000 sq. ft.

G. Telemark Village Parking

Lodge Condominiums (2,000 sq ft avg)

Type	Units	Ratio	ps	
cv	43		1.5	64
uc	43		0.5	22
Total	43		2.0	86

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Townhouse Cottages (2.400 sq ft)

Type	Units		Ratio	ps
cv	41		2	82
uc	41		2	82
Total	41		4	164

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

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Apartment Condominiums (1,000 sq ft)

Type	Units	Ratio	ps
cv	82	1.0	82
uc	82	1.0	82
Total	82	2.0	164

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Employee Housing (1,000 sq ft)

Type	Units	Ratio	ps
cv	16	1.0	16
uc	16	1.5	24
Total	16	2.5	40

NOTES:
cv indicates covered offstreet
uc indicates uncovered offstreet

Commercial (42,000 sq ft)

Type	Units	Ratio	ps
ap	42	3.0	126

NOTES:
ap indicates applicant request

Ski Academy (20,000 sq ft)

Type	Units	Ratio	ps
ap	20	3.0	60

NOTES:
ap indicates applicant request

The following is a summary of proposed parking provided within the Telemark Village

Type of use	ps
Lodge Condominiums	86
Townhouse Cottages	164
Apartment Condominiums	164
Employee Housing	40
Commercial*	126
Ski Academy*	60
Total	**640**

* using the applicants proposed ratio of 3 spaces per 1,000 sq. ft.

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12. SITE PREPARATION, GRADING, AND RE-VEGETATION.

Prior to any construction or the issuance of any building permit, Developer shall comply with the following conditions:

A. Geological Reconnaissance and Geotechnical Analysis.

The Report by Dames and Moore entitled Engineering Geology Reconnaissance and Geotechnical Study Telemark Park Proposed Development, dated December, 1988 and Amended July 13, 1989, is incorporated herein by reference. The recommendations of the above report are incorporated herein as conditions of this approval.

Notwithstanding the foregoing, Preliminary Plans shall be subject to site specific geotechnical review by the County and its consultants. Such plans shall show all proposed grading, cuts and fills, and shall specify slope angles and construction specifications for both cut and fill slopes.

Notwithstanding the foregoing, any building permits applied for in Telemark Park Resort shall conform to the specific geotechnical recommendations established for that site during Preliminary Review, and, in the absence of such recommendations shall be required to obtain such a site specific report.

In addition to site specific geology and geotechnical recommendations made by project geologists and geotechnical engineers, all project grading work shall be in accordance with provisions of Chapter A33 of the Uniform Building Code, 1994 Edition, or subsequent adopted revision thereto.

B. Site Preparation: Building Areas, and Trails.

The outlines of areas of site work shall be staked prior to beginning site clearing, grubbing or grading. All work areas shall be flagged including, but not limited to, access roads, storage areas, trails, buildings, utility corridors, road rights-of-way, building areas, and construction roads. Trees and vegetated areas which are within the defined areas and which are to be protected shall be encircled with snow fencing or other barriers of sufficient durability to last through a construction period. The County shall inspect and approve areas of site work prior to construction.

Methods of disposal of vegetative materials shall be approved by the County prior to any site work.

Stripped and stocked topsoil shall be seeded or protected by other erosion control methods acceptable to the County upon the earlier of: (i) 30 days after a stockpile is completed;

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or (ii) immediately, if a stockpile is completed between August 15th and the following May 1st.

A clearing, grubbing and grading specification which describes all operations, including, but not limited to, depth of root removal, dust control, temporary surface drainage controls, seasonal phasing, and haul routes, shall be approved by the County prior to any site work.

Site clearing, grubbing and grading shall be phased according to County approved construction schedules.

C. Site Grading, Drainage, and Erosion Control and Revegetation.

In order to minimize site disturbance, roadbeds shall be graded and stabilized prior to other site preparation.

Excavation or the extension of fill beyond the boundary of Disturbed Area is prohibited. Foundation construction shall be accomplished with precise cuts and fills.

Dust control measures approved by the County for work on-site and for haulage off-site shall be instituted to minimize fugitive dust problems.

Damage to trunks and roots of trees that are to be saved and soil compaction to root systems of such trees shall be avoided. Cuts, or fills over root zones of plants that are to be saved shall be avoided . Grading shall not be permitted within six feet of trees that are to be saved.

Utility lines shall be installed within road rights-of-way, under future trails, paths, or ski runs, or in areas otherwise unavoidably disturbed by construction. Trenches for utilities shall not be dug within the drip lines of trees that are to be preserved. If it is found absolutely necessary to route utility lines through undisturbed areas, the location of such lines shall require the advance approval of the County. If so approved, such areas shall be regraded after proper compaction of trenches and re-vegetated with native plant materials; seeded areas shall be protected with crimped straw, aspen mats or with another method approved by the County for erosion control.

Drainage diversions and structures shall be installed prior to any site disturbance in an affected drainage.

Graded surfaces shall not be left unprotected through the winter. All such surfaces shall be hydro-mulched or protected with crimped straw, aspen mats or with another method approved by the County. All disturbed slopes of 30% or greater longer

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than 12' as measured perpendicular to the contour shall be protected by dikes or perimeter diversions of a type, size, and location approved by the County.

In order to prevent loss of natural vegetation, the County may require installation of retaining structures where the vertical differential at centerline of the finished road profile grade and the natural grade exceeds 25 feet. All retaining walls and structures proposed in the Application or other wise required by the County shall be constructed by Developer.

In order to protect natural vegetation and to minimize erosion, the horizontal cross section of the roadway limits of disturbance in excess of 100 feet shall require the approval of the County Planner.

All retaining structures proposed in the application or otherwise required by the County shall be the responsibility of and constructed by the Developer.

D. Grading confined within parcel boundary.

All grading requirements of each development must be resolved within the property boundary.

Cuts and fills should be minimized and blended into the existing terrain.

No retaining walls shall exceed 10' in height without a step or horizontal break of at least 3'. Timber retaining walls are discouraged.

Slopes of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote re-vegetation opportunities.

Maximum allowable slope shall be 2:1 (3:1 for mowable grass areas) unless stamped site specific geotechnical analysis allows steeper slopes.

The tops of cut slopes shall be rounded so as to blend with natural grade.

13. REVEGETATION & EROSION CONTROL POLICIES.

Preliminary Plans shall be required to show specific revegetation and erosion control plans for all disturbed areas within the Project. Such plans shall conform to the following minimum standards:

A. Plant Materials & Application:

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Plant materials shall be native to the area or adapted to non-irrigated conditions for the area planted. Seed mixes shall be varied for slope, aspect and soil type & cover. Seed mixes shall contain a minimum of 4 approved grass species and 2 approved legumes. Revegetation methods shall include an application of approved seed mix on a prepared surface at a minimum of 30 lbs/acre PLS, with an organic mulch applied at a minimum of 2,000 lbs/acre.

B. Revegetation of Ski Runs, Cut & Fill Slopes & Non-Irrigated Landscape:

Where disturbed, ski runs shall be revegetated to a minimum hydrologic cover of 50% within 3 growing seasons. Cut & fill slopes shall be revegetated to a minimum 30% hydrologic cover within 3 growing seasons except where the County approves a rock surface. Ski runs shall be revegetated with grass and herbaceous plants as opposed to shrubs, trees and woody species. Cut and fill slopes shall be seeded with grasses and legumes, but may also include shrubs, trees and woody species. Disturbed areas shall not be allowed to remain over winter, and shall be treated with seed and mulch within 8 weeks of disturbance or 4 weeks of finish grading. Preliminary Plans shall show revegetation plans and Final Plans shall show construction detail.

C. Erosion Control:

Erosion shall be controlled in the long term by revegetation and permanent conveyance and detention structures. During construction and prior to the establishment of vegetation, erosion and sedimentation shall be controlled by means of silt fencing, straw bales, the construction of water bars directing sheet runoff into non-disturbed areas at regular intervals and the application of mulches and erosion control blankets as soon as possible after disturbance. Preliminary Plans shall show erosion control design, and Final Plans shall Show construction detail for such measures.

D. Site Drainage:

The heavy snowfalls in the Telemark Park Resort area require special attention to drainage.

Preliminary plans shall be required to indicate how storm discharge from each parcel and any related improvements is directed so as to conform to the requirements of the Hansen Allen Luce Telemark Park Surface Water Runoff Control Conceptual Level Master Plan of December 1989. Such plans shall be subject to further review by Wasatch County for conformance to County Requirements.

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Runoff from impervious surfaces such as roofs and pavement areas shall be collected and directed to drains.

Positive drainage of all public and private plaza and walkways is required. Drains should be full catch basins or trench drains. Balcony floor type drains are not acceptable.

VII. EMPLOYEE HOUSING

Developer shall be required to provide one employee housing unit for each 32 dwelling units and single family lots platted within the project, up to a maximum of 16 such units. Employee housing units are defined as units held permanently for rental on a monthly basis. Such units shall not be sold individually or converted to condominiums. Such units shall be approximately 1,000 square feet, and will be located in Telemark Village, and must conform to all other requirements for residential construction in Telemark Park Resort.

Until such time that 16 such units have been constructed, Developer shall be required to show on each preliminary plan submission, the provision of one such unit for each 32 dwelling units.

VIII. RECREATION AMENITIES, OPEN SPACE, AND COMMON AREA MANAGEMENT

Within the Telemark Park Resort property there are a number of areas that have been reserved as Open Space Areas under this Density Determination. The management and ownership of these open space areas is an important consideration in the overall Density Determination, and is viewed as an essential amenity to the development sites. The following policies and regulations will apply to the use, ownership, and management of the open space areas:

1. OPEN SPACE OWNERSHIP.

The following open space classifications are shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996.

A. Forest & Woodland Preserve (F&WP):

Forest and woodland preserve areas will be owned by the Telemark Park Master Owners Association, with restrictive covenants in favor of Wasatch County and/or a conservation organization to guarantee the preservation and maintenance of these natural areas, and prohibiting development on those properties, or dedicated to the public with similar

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restrictions. Certain open space preserves, as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996. may be dedicated to Park City.

B. Master Association Roadways (RRW):

Private roads will be vested in the Telemark Park Master Owners Association, which will have the power to assess properties within the project for purposes of road maintenance and operation.

Public roads leading to the project will be dedicated to either Wasatch County or the Jordanelle Special Service District, as directed by Wasatch County.

C. Recreation and Forest Conservation:

Recreation and Forest Conservation areas will be owned by the developer, or the Telemark Park Master Owners Association, and may be leased or sold to other private parties, including but not limited to Deer Valley Resort Company, for operation and maintenance of the recreation amenities including ski lifts and ski runs. Conservation easements over certain areas, as shown on the Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996., may be granted to Park City.

D. Public Access:

Common areas within Telemark Park Resort will be private. The developer and the Master Association may allow public access to Recreation Amenities and may charge for such use. Such charges may have a differential between Master Association Members, Wasatch County Residents and the general public, but shall not otherwise discriminate against members of the general public. The common areas are not dedicated to the public.

E. Open Space Covenant:

At the first Plat Approval or building permit, the Developer must record an open space covenant preserving open space areas from non-open space uses.

2. RECREATION AMENITIES.

A. Recreation Amenities Defined:

Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996. is incorporated by this reference. Recreation Amenities shall be constructed in general conformance to the Exhibit in terms of location, dimensions and limits of disturbance. Specifications for Trails are

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contained on the referenced exhibit. Fixed structures shall be designed at Final Plan approval and may vary in terms of footprint, but shall conform to the Architectural Guidelines set out for the project. Variation from the exhibit shall be subject to approval by the County Planner, and may be denied if found to be inconsistent with the intent of this approval.

B. Conformance to standards:

The development of all skier and other recreation amenities shall conform to:

Any inter-resort agreements for operations, maintenance, and construction.

AASHTO bridge construction and specifications.

All padding, parapet, curbs, and railing requirements as described by ANSI standards.

All applicable UBC standards for design, snow, and vehicle landings and for earthquake loadings.

Area operator and his insurance carriers requirements.

The design and construction of skier bridge and or tunnels shall adhere to the aforementioned requirements with particular consideration towards skier and vehicular clearances, padding, structure leakage protection, widths, slopes of ski trails both entering and exiting structures, and to finish surfaces and their relative grades.

C. Inventory & Phasing.

(a) Pre-Development Recreation Amenities:

Developer may apply for permits necessary to construct the following Pre-Development Amenities prior to Preliminary Approval of the first phase, subject to the conditions contained herein.

Alpine Ski Facilities:

Up to 30 Acres of Alpine Ski Runs and trails.

Trails/Nordic Skiing Facilities:

All Class I, II & III Trail, up to 15 Miles Total.

Parking & Guest Facilities:

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Temporary Gravel Surfaced parking for up to 20 vehicles.
Temporary Restroom Facilities (Self Contained, Licensed).
Up to 3 portable warming huts, not to exceed 600 square feet in total floor area.

Pilot Roads and Snow Cat Lanes:

Up to 5 miles of geotechnical investigation pilot roads and snow cat lanes.

(b) Phase 1 Recreation Amenities:

Phase 1 Recreation Amenities shall be constructed or bonded for prior to or with the first plat or condominium record of survey recordation.

Alpine Ski Facilities:

Option A (Alpine). If first phase is Roosevelt Gap and/or Snowtop Neighborhood only:

Fife's Run with return to Snow Park Lodge (Park City)

Option B (Alpine). If first phase is other than or includes other than Roosevelt Gap, and when any area other than Roosevelt Gap/ Snowtop Neighborhood is platted:

Slalom Chairlift Constructed

4 Ski Runs from Slalom Chairlift servicing Roosevelt Gap and Slalom Village.

Adequate snowmaking to cover up to 20 acres.

Trails:

Minimum 3 Miles Class I Trail

Minimum 5 Miles total Class II & III Trail.

Minimum 15 off-street parking spaces at Telemark Village Center suitable for trailhead use (may double as commercial parking).

(c) Phase 2 Recreation Amenities.

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Phase 2 Recreation Amenities must be constructed or bonded for prior to or with platting or record of survey recordation for more than 50% of the residential units in the project.

Alpine Ski Facilities:

Additional ski runs so as to provide approximately 40 total acres.

Additional snowmaking so as to cover minimum 30 acres.

Trails/Nordic Ski facilities:

Additional 3 Miles total class II & III Trail.

Additional 10 Off-Street Parking Spaces at Telemark Village
Center suitable for trailhead use, 25 total (may double as commercial parking).

(d) Optional Recreation Amenities:

Optional Recreation Amenities are contemplated by this Density Determination, are depicted or referenced on the Telemark Park Resort, Recreation Amenity Exhibit, revised June 7., may be constructed, but are not required.

Alpine Ski Facilities:

Jordanelle Access Chairlift
Additional Ski Runs, up to 70 acres.
Neighborhood Access Ski Lanes.*
Additional snowmaking, up to 60 acres.

Tennis/Swimming/Health Spa:

2 Regulation Tennis Courts at Roosevelt Gap, Slalom Village, Telemark Village Center, Little Baldy; 8 Total.

Swimming pools @ Roosevelt Gap, Slalom Village & Telemark Village Center, 3 total.

Health Spa Facilities at all multi-family & commercial centers.

Trails:

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Up to 15 total miles.

* Note: Neighborhood Access Alpine Ski Lanes are alpine skiing trails connecting development sites and dwellings to major ski runs and trails. Lanes are to be designed to minimize grading impact and must be machine groomable in winter. As alignment will depend upon final lot layout, lanes are referenced but not depicted on Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996. Lanes are to be shown on Preliminary

(e) Association Common Area Recreation Facilities:

At Preliminary Plan Developer may apply, or after construction individual homeowners associations may apply to the County and the Master Association Architectural Control Committee for right to construct common area amenities such as tot lots, picnic facilities, single tennis courts, hot tubs, small pools, game areas etc.. Such facilities must be located within the common area of said Association, may not encroach upon Master Association Open Space and may be denied due to visual impact, environmental impact, or neighborhood incompatibility.

D. Recreation Amenity Ownership & Operation:

(a) Developer Primary Owner & Operator:

The Developer shall have primary ownership of and operating responsibility for major amenities. Developer may retain ownership to such amenities and operate them as for-profit businesses. The Maintenance Agreement will define methods by which ownership and operating responsibilities may be transferred to parties willing and capable of assuming the responsibilities attached thereto.

(b) Master Association May Own and Operate.

According to terms defined in the Maintenance Agreement the Master Association may be invited to operate and may receive title to some or all recreation amenities. The Master Association may elect not to operate such amenities, in which case the Abandonment Bonds shall be used to restore and/or stabilize the improvements. Under certain circumstances described in the Maintenance Agreement, the Master Association may not decline title to the R&FC lands.

(c) Recreation and Forest Conservation Lands:

Those lands shown on the Land Use Exhibit as Recreation and Forest Commercial shall be owned by the developer, the Master Association or other operator of the recreation amenities

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connected thereto. The parcels shown on the referenced exhibit may not be converted to other uses.

(d) Alpine Ski Facilities:

Alpine Ski Facilities, including the R&FC parcels to which they are attached, shall be owned by the Developer, Master Association or Operator of the facility as defined in the Maintenance Agreement. Owner may lease such facilities to a Concessionaire as defined in the Maintenance Agreement.

(e) Trails/Nordic Ski Facilities:

Trails and Nordic Ski Facilities, which include the R&FC parcels so designated as well as the Trail Easements over F&WP lands, shall be owned by the Developer, Master Association or Operator of such facilities as defined in the Maintenance Agreement. Owner may lease such facilities to Concessionaires as defined in the Maintenance Agreement. Owner also may dedicate such facilities to the public or a non-profit entity subject to approval of Wasatch County.

(f) Other Recreation Amenities:

Individual Homeowner Associations shall own and operate all amenities located within their Common Area. Village Center Sports/Fitness, Swimming & Tennis facilities shall be owned and operated in the same fashion as the Ski Amenities.

E. Access to Recreation Amenities:

Homeowners, Residents and Guests of Telemark Park Resort shall enjoy access to all Recreation Amenities, but may be charged by the Owner or Operator of such amenities at rates no greater than those charged the general public. Developer or owner of such amenities shall be free to enter into agreements with the Master Association for special rates and access arrangements to such Amenities, and may exclude the general public or charge the general public higher rates. Such agreements may include payment of all fees by Master Association, and access to Homeowners, Residents and Guests controlled by the Master Association. Notwithstanding any of the foregoing, no method of exclusion shall be implemented which shall deny access at fair market rates to Homeowners, Residents and Guests of Telemark Park Resort. This shall not preclude the closure of specific trails from time to time for the purposes of the Ski Academy and its related uses for training, special events, as reasonably necessary or convenient for the purposes of the Academy.

F. Pre-Development Recreation Amenities:

Developer shall have the right to construct and operate the Recreation Amenities inventoried in Section VIII.2.c.(a). prior to application for preliminary approval or plat approval for the first phase of the Project, subject to the following conditions:

(a) Developer shall submit a Pre-Development Water Quality Plan for review and approval by the County's water quality consultants. County's consultants must review and approve plans for conformity to Telemark Park Resort Water Quality Control plan and non-degradation of off site water quality.

(b) Developer shall submit plans at 50 scale or better to the county showing: proposed construction, proposed limits of disturbance, proposed construction methods, proposed erosion control and revegetation, estimated cost of improvements, estimated cost of abandonment and bond or letter of credit for amount in excess of existing out of pocket fund. Such plans shall be subject to approval by the County Planner and Building Official, and staking shall be subject to inspection for conformance to plans prior to construction.

(c) Pursuant to such approval, Developer may apply for permits to operate a Nordic Skiing and Mountain Biking operation as a business with advertising to the general public.

(d) Developer is specifically prohibited from operating Alpine Skiing except on a private, non-advertised, promotional, or club basis prior to Preliminary Approval.

(e) Developer must meet all other County and State requirements for any such operation, including health requirements. Sewage must be totally contained, must be handled by licensed waste operators, and may not be disposed of on site. It is contemplated that sewage would be handled by chemical toilet only.

(f) Warming Huts must be portable and may not exceed a total of three and total square footage of 600 feet.

(g) Geotechnical pilot roads must be within the proposed alignment right of way of project roads.

G. Recreation Amenities Abandonment Plans & Bonds.

Final Plans shall contain abandonment plans for any recreation amenities proposed addressing steps and costs necessary to restore and stabilize the site to a nondegrading

condition in the event that the recreation amenity is abandoned.

Excepting Pre-Development Recreation, Abandonment Bonds shall be posted prior to the construction of Recreation Amenities. The administration of such bonds shall be provided for in the Maintenance Agreement.

IX. MAINTENANCE AND ADMINISTRATION

1. MAINTENANCE AGREEMENT.

On or before the approval of the first plat or the issuance of the first building permit, with the exception of Pre-Development Recreation, Developer, Master Association and Special Services District shall execute and record, in form and substance satisfactory to the County, a Maintenance Agreement satisfying or containing each of the following:

A. Each beneficiary, mortgagee, lienholder or other owner of interest in the property, of record as of the recording date of said Agreement, shall execute an agreement subordinating their interest to the Maintenance Agreement.

B. Provisions for Maintenance and Abandonment Bonds which shall be posted by Developer in conformance to Maintenance and Abandonment Plans, and shall cover Recreation Amenities, Stormwater Conveyance and Water Quality Facilities.

C. An Open Space Preservation Agreement covering the Forest and Woodland Preserve areas of the Property.

D. Provisions for the operation and maintenance of the Recreation Amenities inventoried in Section VIII, in conformance to the following terms:

Developer or assigns shall operate and maintain the Amenities or lease them to entities capable of doing so.

In the event that Developer declines to operate any or all amenities, such failure shall be deemed an invitation to the Master Association to operate and maintain said amenities.

The Master Association shall have the right to choose not to operate said amenities, in which case the Developer shall be responsible to dissemble and restore said amenities to safe, stable conditions requiring no further maintenance. In the event that Developer fails to make such Restoration, the Abandonment Bonds shall be made available to the Master Association for such abandonment.

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Nothing herein shall be construed to alter or displace the right of Developer to operate the Recreation Amenities, provided, however, that should Developer desire to resume operation of said Amenities after a period of operation by the Association it shall be required to give 30 days notice, to reimburse the Association for any costs in excess of receipts which it incurred during such operation, plus a fair interest rate from the dates of such expenses.

The Recreation Amenity Operation Rights shall run with the land. Provisions shall be made in the Maintenance Agreement to prevent the enforcement of liens, mortgages, deeds of trust or other obligations of Developer from damaging, removing or dismantling Recreation Amenities (including but not limited to Ski Lifts).

E. Recreation Amenity Abandonment Bonds:

The Maintenance Agreement shall contain provisions governing the administration of Abandonment Bonds. Abandonment Bonds are described in Section VIII.

F. Water Quality Maintenance:

The Maintenance Agreement shall have provisions for the operation and maintenance of Stormwater Conveyance and Water Quality facilities:

After construction, three years of operation and inspection, the Master Homeowners Association or a Special Services District shall accept permanent maintenance and operation of such facilities.

Following construction, such facilities shall be inspected annually for a period of three years, after which they shall be inspected at five year intervals. Such inspection shall be defined in the Maintenance Agreement to the satisfaction of the County's Water Quality Consultant.

In the absence of seasonal or perennial streams discharging from the Property, Water Quality shall be monitored as follows:

At the outlet of the lowest detention basin, or above the culvert at U.S. Highway 40, whichever of the following measures is considered most reliable by County's water quality consultant shall be installed: Either a device capable of collecting water quality samples during storm events, which samples must be collected within 24 hours

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of an event, or a monitor connected to offices and caretaker dwelling which would signal the issuance of water from the detention basin so as to notify personnel to collect such samples on a 24 hour basis.

2. LEGAL STRUCTURE OF THE DEVELOPMENT.

A. Developer's Responsibilities.

The Developer is defined as the Applicant or Applicant's assigns or successors in the surface estate of the Property. The Developer shall bear primary responsibility for conformance to the conditions in this Approval, for construction of all improvements as shall be required under Preliminary and Final Approvals, for the posting of all required bonds and securities, for the construction of Recreational Amenities in accordance with Section VIII of this approval and for such other requirements as may be imposed by Preliminary and Final Approvals.

B. Jordanelle and Telemark Park Resort Special Services Districts.

It is anticipated that the existing Jordanelle Special Services District will operate and maintain the sanitary sewers collection and conveyance facilities, and may operate and maintain the water system and other facilities within the area and the project. Wasatch County may assist, if appropriate, and participate in the creation of a Telemark Park Special Services District (or districts) to be organized in conformance with appropriate Utah law to own, operate and maintain facilities not operated by the Master Association or the Jordanelle Special Services District.

C. Telemark Park Resort Master Association.

A Utah non-profit corporation shall be organized in accordance with the Development Code as an owners association to own, operate and maintain all private roadways, Master Common Area, and Master Common Facilities such as ski bridges, etc., to enforce the Covenants, Conditions & Restrictions, to enforce the Architectural & Environmental Guidelines and, if it chooses, certain Recreation Amenities. The Master Association must be constituted in a manner satisfactory to the County in the following respects:

(a) The Master Association must have the power to assess members of the association to carry out its necessary and intended purposes.

(b) Assessments and voting rights must be reasonable and fair, it must be bound by the maintenance agreement, its

assessment liens must take precedence over all other liens excepting governmental entities, and it shall be governed by a fairly elected Board of Trustees.

D. Sub-Associations.

Individual Condominiums, Lodges and/or neighborhoods may organize non-profit corporations or condominium owners associations under Utah law to own, operate & maintain sub-common area and enforce sub-covenants within certain areas. In the case of condominium ownership, an association of condominium owners will be formed as required by applicable law to govern the common areas of the condominium.

E. Sale of Development Parcels.

It is anticipated that Applicant may, from time to time, sell some of the Development Parcels to third party Developers. The sale of development parcels within the Resort can occur only pursuant to approved Preliminary Plans and shall not relieve Developer of any responsibilities conditioned in this approval. Such parcels shall be entitled to rely upon the Density Determination and other development standards contained in this Order, provided that they will remain subject to final plan and review and all other Conditions of this approval. The owner of such Parcels shall become the Developer of that parcel, but shall not be the Developer of the Resort as defined hereunder. The conditions imposed and rights conferred by this Order are intended to run with the land.

3. OTHER APPLICABLE LAWS.

All additional applicable state and federal laws and regulations shall also apply to this project.

X. DURATION OF APPROVAL

The County's Development Code, the Wasatch Development Code (adopted June 23, 1979) has been amended November 21, 1984 to allow planned Recreation Developments to obtain a Density Determination that would last longer than two years. The amendments were approved November 21, 1984 and became effective with the publication date of December 4, 1986. The following are the ordinance changes made effective December 4, 1986:

1. Insert the following at the end of Section 9.3.C.2. (entitled "scope"):

Determining density standards applicable to a proposed development in accordance with the procedures

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set forth herein is in the nature of specifying the density characteristic of the zoning applicable to the property in such proposed development and is not in the nature of granting approval of the proposed development itself or any part thereof. Approval to proceed with any portion of the proposed development is granted only as a plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Except as expressly set forth therein or in the density standards established for a proposed development, all County ordinances, resolutions, rules, regulations, impact and development fees, and other charges shall apply to any portion of a proposed development as they exist at the time the plat or building permit relating to such portion is finally approved or issued in accordance with Steps 3 through 21 of Paragraph 9.1.D. of this Code. Once density standards applicable to a proposed development are established in accordance with the procedures set forth herein, and unless and until such standards are amended, suspended, or terminated in accordance with Section 9.3.C.7. thereof, (all design, engineering, construction, and development activities relating to the proposed development shall be in strict accordance with the Density Data for the proposed Development (and all of the designs, plans, plats, drawings, representations, requirements, terms, and provisions contained therein) as modified, conditioned, revised, or refined in accordance with the County Commission's findings and order establishing the density standards for the proposed development.)

2. Replace Section 9.3.C.i. (entitled "Step 9") with the following:

Step 9: Within thirty (30) days following the posting of the County Commission's findings and order, the developer shall prepare and cause to be recorded a form of Notice of Density Standards (satisfactory in form and substance to the County Attorney) containing (i) a property description of all parcels included in the proposed development with sufficient accuracy to enable proper recording and abstracting (ii) an incorporation by reference of all the conditions, restrictions, requirements, limitations, terms and provisions of said findings and order and a general summary thereof; (iii) the names and addresses of representatives of developer and County who can be contacted concerning the density standards; (iv) notice of any stipulations of the developer submitted to the County concerning the density standards and the fact that the density standards and any such stipulations bind present and future owners and mortgagees of any part of the proposed development; (v)

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such other matters as the Planning Commission staff and/or the developer deem to be appropriate or helpful; and (vi) the acknowledged signatures of all Owners of any part of the proposed development. A draft of said notice prepared by the developer and a preliminary title report and color coded map reflecting the location and description of each parcel comprising a part of the proposed development shall be delivered by the developer to the Planning Commission staff at least two (2) weeks prior to the end of said thirty (30) day period. In the event the developer fails or refuses to prepare such Notice the County may prepare such Notice and cause it to be recorded at the developers expense and without the Signatures of such Owners. Such Notice shall be recorded to give notice to all persons now or hereafter interested in the proposed development. Upon completion of the foregoing Steps 1 through 8 and this Step 9, the developer shall proceed as set forth in Steps 3 through 21 of Paragraph 9.1.D.

3. Insert the following new Section 9.3.C.7.:

Amendment, Suspension, or Termination of Density Standards: Following the establishment of density standards for a proposed development in accordance with Paragraph 9.3.C., such density standards shall remain applicable to and shall bind all real property comprising a part of such proposed development as a portion of the zoning requirements for such property unless and until amended, suspended, or terminated in accordance with one or more of the following paragraphs a, b, and c.

a. **Amendment, suspension, or termination of density standards proposed by developer.** The density standards proposed for a particular development may be amended, suspended, or terminated by the developer again proceeding in accordance with Steps 1 through 9 of Paragraph 9.3.C. Any density data filed in an effort to seek such amendment, suspension, or termination shall contain title evidence satisfactory to the County disclosing all Owners of any portions of the development subject to the initial density standards, shall contain a written request for such amendment, suspension, or termination signed by all Owners of, and lien holders upon all portions of the development for which a final plat or plats have not therefore been recorded, or for which building permits have not been issued and all construction under such permits completed, and may rely upon those portions of the Density Data submitted in support of the initial density standards which are certified and warranted as still true and correct by all such Owners at the time of such amendment, suspension, or termination is requested. In conjunction with any

amendment, suspension, or termination requested by the developer under this paragraph a., the Planning Commission and County Commission may consider and adopt any other amendment, suspension, or termination of the density standards which they deem appropriate. The Planning Commission may recommend and the County Commission shall approve an order amending, suspending, or terminating the initial density standards if the developer proves by a preponderance of the evidence that the density standards for the development, as amended, suspended, or terminated, satisfy each of the requirements of Paragraph 9.3.C.5. and that the developer is in accordance with all of the conditions, restrictions, requirements, limitations, terms, and provisions of the density standards as so amended, suspended, or terminated.

b. **Amendment, suspension, or termination by County or others.** Because density standards are established in accordance with this Paragraph 9.3.C. constitute zoning characteristics for the property within a proposed development, such standards may be amended, suspended, or terminated in accordance with procedures set forth in Paragraph 5.6. of this Code for amending the zoning applicable to all properties situated in the County.

c. **In accordance with the density standards.** In the event of any breach of or default under any condition, restriction, limitation, term, or provision of the density standards applicable to a development, the County may pursue any rights or remedies set forth in the density standards with respect to such breach or default, may amend, suspend, or terminate the density standards under the foregoing paragraph b. or under any rights or remedies set forth in the density standards, and/or may pursue any other legal or equitable remedy to enforce compliance with such condition, restriction, limitation, term, or provision. The foregoing rights and remedies of the County shall be cumulative and may be pursued simultaneously or separately."

It is the intention of the County in entering this Order that the Density Determination have the maximum duration allowable under these Code amendments.

These Findings and this Order of Density Determination have been entered pursuant to the provisions of the Wasatch County Development Code this 5th day of August, 1996.

BOARD OF COUNTY COMMISSIONERS
WASATCH COUNTY, STATE OF UTAH

00188648 Bk00039 Pg00746

By: _____
LaRen Provost

By: _____
Keith Jacobson

By: _____
Sharron Winterton

Attest:

_____
County Clerk

XI. ACCEPTANCE AND APPROVAL OF PROPERTY OWNER

Trans-Wasatch Company, L.L.C., a Utah Limited Liability Company, as the successor to Trans-Wasatch Company, a Utah Corporation, and the applicant before the County, hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing Findings and Order of Density Determination entered by the Wasatch County Commission.

Dated this 2 of August, 1996.

TRANS WASATCH COMPANY, L.L.C.

By _____
H. McKay Edwards
Chief Operating Officer

ASSIGNMENT OF INTEREST

Pursuant to sale of property subject to the foregoing First Amended Findings and Order of Density Determination, Trans-Wasatch Company, L.L.C., the successor in interest to Trans-Wasatch Company, a Utah Corporation, the

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Applicant before the County, hereby assigns all rights connected herewith to Deer Crest Associates L.C., A Utah Limited Liability Company.

Dated this 2 of Aug., 1996.

TRANS WASATCH COMPANY, L.L.C.

By: _____
H. McKay Edwards
Chief Operating Officer

Deer Crest Associates, L.C., a Utah Limited Liability Company, as successor to Trans-Wasatch Company L.L.C., hereby acknowledges its acceptance and consent to the conditions imposed by the foregoing First Amended Findings and Order of Density Determination entered by the Wasatch County Commission.

DEER CREST ASSOCIATES, L.C.
By: LCC Properties Group, L.C.

By: _____
David M. Luber, its
Managing ~~General Partner~~ Member

JOINDER BY LIEN HOLDER

Park City Consolidated Mines Company, a Utah corporation which holds the beneficial interest in a deed of trust covering the property that is subject to this application, hereby acknowledges the foregoing Order of Density Determination, and agrees that it will be bound by the terms and conditions of the Order, and will succeed to the burdens of the Developer under this Order in the event that it takes title or possession under the deed of trust.

Dated this 2 day of Aug, 1996.

Park City Consolidated Mines Company,

By: _____
Its: President

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STATE OF UTAH)
:ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 5th day of August, 1996 by LeRen Provost, Keith Jacobson, and Sharron Winterton who are the members of the Wasatch County Commission, and who executed the foregoing on behalf of Wasatch County.

Notary Public
Residing at:_____

Commission Expires:

_____

Notary Public
DAN H. MATTHEWS
725 Valley Hills Dr.
Heber City, Utah 84032
My Commission Expires
April 27, 1999
State of Utah

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2 day of June, 1996 by H. McKay Edwards, who is the Chief Operating Officer of Trans-Wasatch Company, L.L.C., who executed the foregoing on behalf of that Limited Liability Company with proper authority.

Notary Public
Residing at: Salt Lake

Commission Expires:
4/3/98

NOTARY PUBLIC
DIANE ZIMNEY
1700 Park Ave. - PO Box 2404
Park City Utah 84060
Commission Expires
April 2 1998
STATE OF UTAH

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2 day of June, 1996 by Harry Reed, who is the President of Park City Consolidated Mines Company, who executed the foregoing on behalf of that corporation with proper authority.

Notary Public

66

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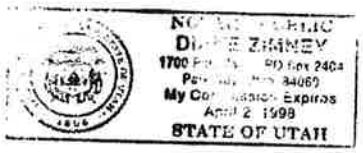
750

Residing at: Park City

Commission Expires:
4/2/98

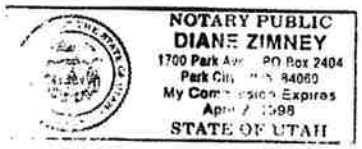


STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2nd day of August, 1996 by David M. Luber, who is the Managing ~~General Partner~~ of Deer Crest Associates I L.C., who executed the foregoing on behalf of that Limited Liability Company with proper authority.

Notary Public
Residing at: Park City

Commission Expires:
4/2/98



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LIST OF EXHIBITS

- Telemark Park Resort, Concept Master Plan, revised June 7, 1996.
- Telemark Village, Concept Master Plan, June 7, 1996.
- Telemark Park Resort, Land Use and Area Exhibit, revised June 7, 1996.
- Telemark Park Resort, Recreation Amenity Exhibit, revised June 7, 1996.
- Telemark Park Resort, Concept Level Water Quality Plan, June 7, 1996.

- LEGAL DESCRIPTION - Telemark Park Property in Wasatch County

- DESIGN GUIDELINES

- TYPICAL ROAD SECTION - WASATCH COUNTY, June 17, 1996

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TELEMARK PARK PROPERTY LOCATED IN WASATCH COUNTY:

Beginning at a point on the Summit-Wasatch County line, said point is located South 0°30'11" West 5482.77 feet along the section line and East 4743.36 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the County Line the following 16 courses: 1) North 41°02'08" East 549.09 feet; thence 2) North 51°35'50" West 408.17 feet; thence 3) North 40°47'43" West 296.74 feet; thence 4) North 26°08'13" West 279.53 feet; thence 5) North 12°53'14" East 499.61 feet; thence 6) North 12°51'25" East 724.39 feet; thence 7) North 11°18'39" East 801.35 feet; thence 8) North 28°29'27" East 214.25 feet; thence 9) North 8°43'41" East 906.05 feet; thence 10) North 17°33'57" East 446.92 feet; thence 11) North 55°24'54" East 454.52 feet; thence 12) North 61°48'14" East 133.55 feet; thence 13) North 73°02'55" East 812.81 feet; thence 14) North 73°11'51" 485.08 feet; thence 15) South 85°09'01" East 382.13 feet; thence 16) South 43°00'37" East 488.15 feet; thence along the east line of the Queen Esther No. 3 Mining Claim (MS 6979) South 18°31'58" West 333.29 feet; thence along the West line of the Mountain Neef No. 5 Mining Claim (MS 6798) South 5°39'38" East 573.77 feet; thence along the West line of the Mountain Neef No. 3 Mining Claim South 5°26'45" East 627.94 feet; thence along the south line of the Mountain Neef No. 3 Mining Claim South 77°30'43" East 1500.74 feet; thence along the east line of the Mountain Neef No. 3 Mining Claim North 5°26'43" West 28.39 feet; thence along the North line of the Mountain Neef Mining Claim North 84°33'15" East 1386.12 feet; thence along the right-of-way line of US 40 South 18°46'46" East 493.82 feet more or less; thence along the east line of the Mountain Neef Mining Claim South 5°26'45" East 119.49 feet more or less; thence along the south line of the Mountain Neef Mining Claim South 84°40'19" West 468.55 feet more or less; thence along the east line of the Kruger No. 3 Mining Claim (MS 5161) South 50°41'13" East 615.39 feet; thence along the north line of the Old Missouri Mining Claim (MS 5161) South 89°54'38" East 490.17 feet; thence along the right-of-way line of US 40 the following 3 courses: 1) South 20°26'22" East 433.78 feet more or less; thence 2) South 1°51'02" East 213.74 feet; thence 3) South 34°17'35" East 97.77 feet more or less; thence along the west line of the Thurman Lode (Lot 155) South 7°10'00" East 414.32 feet more or less; thence along the South line of the Kruger No. 4 Mining Claim South 80°45'00" West 805.77 feet more or less; thence along the South Line of the Kruger No. 4 Mining Claim South 80°20'00" West 683.50 feet more or less; thence along the south line of the Dewet No. 4 Mining Claim (MS 5161) South 80°20'00" West 798.50 feet more or less: thence along the South line of the Dewet No. 4 Mining Claim South 85°53'00" West 697.41 feet more or less: thence along the North line of the Pioche No. 14 Mining Claim South 85°53'00" West 798.80 feet more or less; thence along the west line of the Pioche No. 14 Mining Claim (lot 181) South 9°45'00" East 341.45 feet more or less; thence along the south line of the Sommer Mining Claim (MS 5166) South 81°01'45" West 597.51 feet more or less; thence along the South line of the Sommer Mining Claim South 53°31'51" West

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772.57 feet; thence along the West line of the Sommer Mining Claim North 47°08'25" West 395.50 feet; thence along the South line of the Hanna Lode No. 1 Mining Claim (MS 5166) South 56°21'07" West 61.39 feet more or less; thence along the north line of the North Dakota Mining Claim (Lot 185) South 59°25'05" West 1303.28 feet more or less; thence along the west line of the Hanna Lode No. 1 North 30°41'11" West 532.49 feet more or less; thence along the west line of the Rucker No. 1 Mining Claim (MS 5166) North 30°48'29" West 247.82 feet to the point of beginning.

Together with the following described property:

Beginning at the Southwest corner of the Hanna Lode Mining Claim (MS 5166), said point is located South 0°30'11" West 6213.60 feet along the section line and East 5184.07 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the West line of the Hanna Lode Mining Claim North 30°41'11" West 59.50 feet more or less; thence along the North line of the North Dakota Mining Claim (MS 185) South 47°40'42" East 61.25 feet more or less; thence along the South line of the Hanna Lode Mining Claim South 56°21'07" West 17.92 feet more or less to the point of Beginning.

Excepting therefrom the following 3 parcels:

Exception #1 (BLM Fraction North)

Beginning at a point on the North line of the Roosevelt Mining Claim (MS 6645) and on the East Line of the Queen Esther No. 11 Mining Claim (MS 6979), said point being South 00°30'11" West 1269.25 feet along the section line and East 5990.53 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt Mining Claim South 85°42'00" East 414.97 feet; thence along the south line of the Queen Esther No. 6 Mining Claim North 67°49'00" West 402.56 feet; thence along the east line of the Queen Esther No. 11 Mining Claim South 18°45'00" West 127.66 feet to the point of beginning.

Exception # 2 (BLM Fraction South)

Beginning at a point on the East line of the Hanna Lode Mining Claim (MS 5166) and the South Line of the Schuyler Mining Claim (MS 5166), said point is located South 0°30'11" West 5156.19 feet along the section line and East 6294.91 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Schuyler Mining Claim North 74°15'00" East 99.87 feet more or less; thence along the North Line of the Sommer Mining Claim (MS 5166) South 52°50'00" West 97.07 feet more or less; thence along the east line of the Hanna Lode Mining Claim North 30°46'00" West

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36.70 feet more or less to the point of beginning.

Exception #3 (Frontage Road)

A Parcel of Land for a frontage road incident to the construction of an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Kruger No. 4, Survey No. 5161 of the Blue Ledge Mining District, located in the northwest quarter (NW 1/4) of Section Twenty-Four (24), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows.

Beginning at a point fifty (50.0) feet perpendicularly distant northerly from the centerline of said frontage road known as "L" line for said project at Engineer Station 18+50.00, which point is approximately Thirteen Hundred Fifty-Two and and Forty-Nine Hundredths (1352.49) feet South 0°09'44" West and Two Hundred One and Ninety-Nine Hundredths (201.99) feet South 89°50'16" East from the Northwest Corner of said Section 24: Thence South 71°13'00" East Two Hundred Twenty-Eight and Forty-One Hundredths (228.41) feet to the southerly mining claim line of said Kruger No. 4; thence South 80°45'West (South 80°55'52" West Highway Bearing) Two Hundred Fourteen and Four Hundredths (214.04) feet, more or less, along said southerly mining claim line to a point fifty (50.0) feet perpendicularly distant southerly from said centerline; thence North 71°13'00" West Thirty-Nine and Sixteen Hundredths (39.16) feet, more or less; thence North 18°47'00" East one hundred (100.00) feet to the point of beginning.

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STATE LANDS - TELEMARK PARK PARCELS (leased parcels included in above legal description)

(McKinley East of County Line)

Beginning at a point on the North Line of the McKinley Mining Claim (MS 6645) and on the Summit-Wasatch County Line, said point being South 00°30'11" West 1203.97 feet along the section line and east 5121.79 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the McKinley Mining Claim South 85°42'00" East 400.24 feet; thence along the east line of the McKinley Mining Claim South 4°18'00" West 600.00 feet; thence along the South line of the McKinley Mining Claim North 85°42'00" West 458.40 feet; thence along the Summit-Wasatch County Line North 8°43'41" East 527.66 feet; thence along the Summit-Wasatch County Line North 17°33'57" East 75.94 feet to the point of beginning.

(Roosevelt No. 1 Mining Claim)

Beginning at the Northwest corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being South 00°30'11" West 1832.31 feet along the section line and East 5481.43 feet more or less from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the Roosevelt No. 1 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 1 Mining Claim South 4°18'00" West 600.00 feet; thence along the South Line of the Roosevelt No. 1 Mining Claim North 85°42'00" West 1500.00 feet; thence along the West line of the Roosevelt No. 1 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

(Roosevelt No. 4 less MS 5166)

Beginning at the Northwest corner of the Roosevelt No. 4 Mining Claim (MS 6645); said point being South 00°30'11" West 3000.53 feet along the section line and East 5021.79 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 4 Mining Claim South 4°18'00" West 437.42 feet; thence along the North line of the Dieter and the Schuyler Mining Claims (MS 5166) South 74°25'00" West 478.02 feet; thence along the south line of the Roosevelt No. 4 Mining Claim North 85°42'00" West 1050.48 feet; thence along the West line of the Roosevelt No. 4 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

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DESIGN GUIDELINES

FOR

TELEMARK PARK RESORT

The Planning Commission recommendation contained a number of matters that, while not specific to density determination, will lessen the impact of the Development through careful design of improvements. The following design guidelines are adopted, and it is the intention of the County that substantially similar design guidelines be adopted by the Developer and incorporated in the Master Declaration of Covenants, Conditions and Restrictions for the project:

I. BUILDING CHARACTER AND SCALE.

Facade design shall display a finished appearance on all sides of the building.

Single Family Dwellings in Telemark Park Resort are usually restricted to 2 1/2 stories or less. Higher buildings must be stepped back or otherwise respond to pedestrian scale.

Upper Floor Design:

The design of the upper facade of buildings is important to the scale and texture of the Villages. The building faces are envisioned as a rich collection of varied yet harmonious facades, adding interest, scale and rhythm to the Village.

Facade elements must reflect "Village scale":

Building facades must include architectural features including bay windows, balconies, dormers and facade detailing as textural elements which strengthen the scale and resort images.

Building facades shall give a substantial appearance, and openings shall display a "punched" appearance. Curtain

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walls or facades incorporating long horizontal strip windows are not permitted.

Every living unit shall have a spot to catch the sun.

Decks, balconies, and porches are strongly encouraged as they provide sunny usable outdoor space and add life and interest to the street.

Little Baldy Village and St. Louis Village:

The buildings shall be stepped, angled, and articulated as to mitigate the visual impact and to minimize blocking of sunlight in the plazas and to each unit.

II. BUILDING BULK CRITERIA.

To the extent possible, buildings in the Development should conform to the following criteria in order to attain architectural forms visually related to the shapes of the mountains and to achieve strong architectural ties to the landscape:

Buildings shall step from level to level as possible.

Unbroken vertical elevations shall be avoided; and

Elevations designed to emphasize horizontal lines by use of stepped levels and/or balconies and decks are encouraged.

III. OUTDOOR ACTIVITIES.

Outdoor activity areas are vital to the atmosphere of the project and should be created. The site plans for each development parcel should consider, where appropriate, the provision of outdoor activity areas accommodating a range of ages and activity levels, and in commercial areas, the provision of seating areas and restaurants overlooking pedestrian areas.

IV. SOLAR ACCESS.

Insofar as practical, all buildings shall be oriented and designed to maximize solar access for passive and active solar systems. Insofar as possible, interior and exterior living spaces shall have optimum relationships to views and year-round sunlight. Site specific plans should:

Preserve sunlight on neighboring outdoor or indoor spaces (i.e. restaurants). Late afternoon sun is most important for outdoor use/activities.

Design the building volumetric to create sheltered sunny pockets in public spaces and neighboring properties in order to encourage winter use.

A solar shading diagram must be provided for all multi-use and attached multi-family developments in Telemark Park Resort.

V. SNOW MANAGEMENT.

The effects of snow and ice build-up, if improperly handled, can be destructive to buildings, pose risks to pedestrians and vehicles, and impose high on-going snow removal and maintenance costs. The heavy snows and extreme freeze/thaw cycle of Telemark Park Resort combine to make snow management an important design consideration. Designers not thoroughly familiar with snow country design should retain a consultant early in the design process. The design for each development site should consider the following:

A snow management plan shall be submitted with preliminary plans for all multifamily commercial and recreation parcels.

Snow management is the responsibility of each site developer

The basic building form must be conducive to snow management. Snow management shall be considered from the earliest building concepts through to the detailing and working drawings.

Snow and drainage from roofs may not be dumped onto adjoining streets or properties.

Snow accumulation shall be managed on an ongoing basis.

Snow must be positively shed or positively retained. The developer may use snow diverters, snow retainers, or vary roof pitch and roof materials for snow retention. Snow diverters or snow retainers must be designed as an integral part of the roofscape.

Entrances and pedestrian routes must be fully protected from snow sheds and icicles. Shedding snow must be deflected from pedestrian areas by dormers, angled roofs, canopies or other means.

All handicapped/elderly access to public buildings must be covered or heat traced. De-icing salts are prohibited due to the damage caused to structures.

Snow dump areas must not be accessible to pedestrians.

A snow management plan must be provided for service areas and garage entries.

Access to vehicle service bays shall be protected from shed snow, and shall be functional in harsh winter conditions, and snow and ice accumulation.

Sufficient vertical clearance shall be provided for vehicles, taking into account the effects of ice and snow build-up.

Pedestrian or vehicular entry-ways shall be protected from shedding snow.

Service areas and entry ramps should be covered or heat-traced wherever possible.

Building projections shall be durable.

Roofs dumping snow onto a series of lower roofs or onto a lower roof from great height must be prohibited because shedding snow can cause extreme snow loads or impact loads respectively.

Balconies shall not be planned such that they are subject to dangerous amounts of shedding snow.

VI. ROOF DETAIL AND DESIGN.

Roof design and detail is important not only to the preservation of architectural standards within the development, but also for safety considerations in snow management, and minimizing maintenance demands. Roofscapes are an important design element which are viewed from pedestrian level, and the ski slopes above Villages, from Highway 40 and from Village approaches. The skyline shall be a unified composition of sloping roofs in a limited variety of materials and colors. The following roof design standards shall be incorporated into the Architectural Standards of the Master Association CC&Rs:

Snow splitters must be substantial, and fitted to all projections on sloped roofs which are not located close to the roof ridge (eg. chimneys, vents, skylights, etc.).

Generally, conventional eaves troughs or built-in eaves troughs should be avoided as they are subject to damage from snowshed.

Roof design shall conform to the snow management plan.

Roof design shall consider the effect of slope, materials, construction, projections and slope/flat roof distribution on snow shedding characteristics.

Roofs shall be designed to withstand the extreme freeze/thaw cycle at Telemark Park Resort and its impact on snow shed, snow retention, roof drip, icicle management, ice dams, and water infiltration.

Sloped roofs shed accumulated snow in avalanche fashion and can be dangerous to pedestrians below. The design of roofs and pedestrian areas below them is shall conform to Snow Management as discussed in Section IV.J.

Roof form shall be modulated.

Roof form shall be broken up with the use of dormers, or other architectural features. The ridgeline should not be continuous but should be varied in height or broken with chimneys, cupolas, towers or other features.

Major roof slopes in Telemark Park Resort shall be between 3:12 and 8:12. In general, architectural guidelines shall encourage low angled roofs.

Large areas of flat roofs are not acceptable. A composition of sloped roofs is required in each project with small areas of flat roofs acceptable in multi-family -commercial areas.

Mansard roofs are not acceptable.

Roofs of connected and adjacent buildings must be fully coordinated.

Consider coordination with adjoining eaves, peaks, gables and slopes. Exposed party walls are not acceptable.

Consider the color of neighboring roofs to create a complementary roof palette: avoid selecting strongly contrasting colors.

Flat roof design:

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All flat roofs shall incorporate a colored roof membrane or special roof aggregate consistent with the building color scheme.

Roof materials:

Cedar shake, cedar shingles and metal roofs shall be selected so as to be functional and durable considering the effects of climate and snow. Asphalt shingles have been prohibited by the developer.

The color of roof materials must be generally neutral or muted in order to blend with or enhance the colors of the natural landscape. Brightly colored roofs will not be considered with the exception of major public use buildings or selected landmarks.

All roof flashing materials shall be pre-pre-finished metal to match roof color.

All chimneys shall be enclosed in a material identical or similar to the building cladding or finished with stone or other approved architectural treatment.

Thin wood trim sections are prohibited. Wood trim sections and eave lines should have substantial appearance.

Roof mounted equipment must be concealed

Satellite dishes, and mechanical equipment must planned as part of the roof so they are concealed from all pedestrian viewpoints and any overlooking development.

Venting stacks, flues and other similar projections should be concealed or integrated within the roof form and or color.

Horizontal Relief: Eave lines, a major cornice/trim line, or other significant horizontal relief shall be located below the third story to bring the building face down to a pedestrian scale.

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VI. PARKING DESIGN CONSIDERATIONS

(1) Service access and circulation:

Truck access, utilities, storage, and garbage must be considered in the design.

Service bays and loading docks must be unobtrusive.

Both interior and exterior service bays shall be provided with permanent visual screening.

Adequate space for garbage storage and recycling must be provided and must meet the requirements of the Wasatch County Solid Waste Disposal Special Service District. Garbage storage must be enclosed.

Garbage storage and containers must be enclosed and away from public view. Containers must be easily accessible to garbage trucks. Enclosures must conform to design guidelines. Adequate ventilation must be provided (exhaust to roof).

Service bay design must be durable. Wear and tear on these areas must be considered.

In order to allow winter garbage pick-up, design service bay entries to prevent ice and snow build-up, or steep grades at loading areas.

Telemark Park Resort has a strong pedestrian orientation and the design of buildings shall minimize the conflicts between vehicle and pedestrian circulation.

Parking entrances to underground parking must be well signed yet unobtrusive.

Landscaping, appropriate materials and signage shall be used to make parking entries less conspicuous and more attractive.

(2) Surface Parking Design.

The layout of the roads and parking areas shall incorporate site design features to maximize the efficient use of snow removal equipment.

Provide adequate areas for snow storage and drainage. These may be combined with islands of planting to break up large areas of paving.

Screen surface parking areas by a combination of walls, fences, landscaping and berms at least 4 feet in height.

Consider providing separate pedestrian circulation routes within parking areas.

Provide separate parking areas for buses and large recreational vehicles.

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(3) Underground Parking Design.

Underground parking facilities must be designed to anticipate use by over-height vehicles, such as vans with ski racks on the roof.

Driveway slopes must anticipate snow and icing conditions, and provide reliable ramping and good visual interface with pedestrian areas and street intersections.

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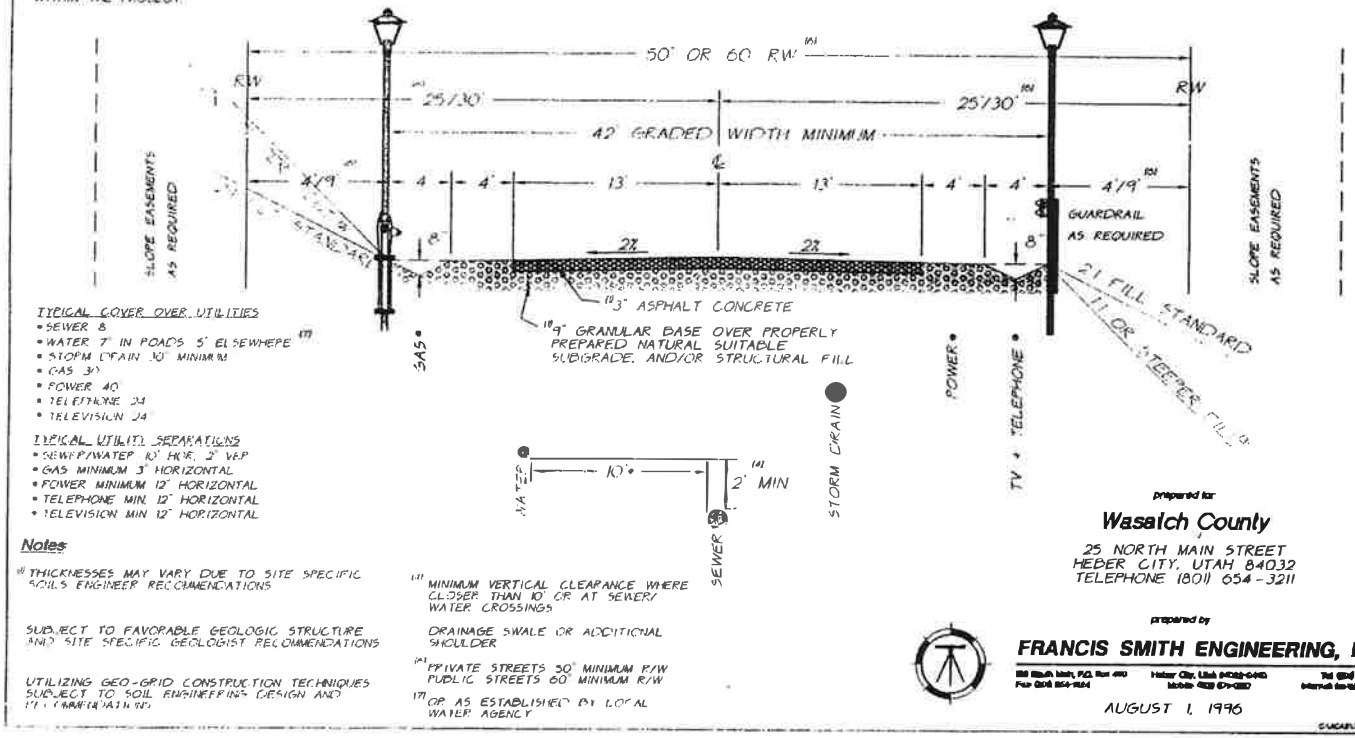
Typical Road Section - Wasatch County

(NO SCALE)

Pedestrian Access

WHILE SIDEWALKS AND OTHER PUBLIC RIGHTS-OF-WAY ARE USUALLY SHOWN ON ROAD CROSS SECTIONS, THEY ARE NOT SHOWN HERE BECAUSE THEY ARE SHOWN ELSEWHERE ON PROJECT PLANS. THIS TYPICAL CROSS SECTION DOES NOT NEGATE THE NEED FOR PROVIDING FOR PEDESTRIAN TRAFFIC WITHIN THE PROJECT.



TYPICAL COVER OVER UTILITIES
- SEWER 8'
- WATER 7' IN ROADS 5' ELSEWHERE [7]
- STORM DRAIN 10" MINIMUM
- GAS 36"
- POWER 40"
- TELEPHONE 24"
- TELEVISION 24"

TYPICAL UTILITY SEPARATIONS
- SEWER/WATER 10' HOR. 2' VER.
- GAS MINIMUM 3' HORIZONTAL
- POWER MINIMUM 12" HORIZONTAL
- TELEPHONE MIN. 12" HORIZONTAL
- TELEVISION MIN. 12" HORIZONTAL

Notes

[5] THICKNESSES MAY VARY DUE TO SITE SPECIFIC SOILS ENGINEER RECOMMENDATIONS

SUBJECT TO FAVORABLE GEOLOGIC STRUCTURE AND SITE SPECIFIC GEOLOGIST RECOMMENDATIONS

UTILIZING GEO-GRID CONSTRUCTION TECHNIQUES SUBJECT TO SOIL ENGINEERING DESIGN AND [illegible]

[7] MINIMUM VERTICAL CLEARANCE WHERE CLOSER THAN 10' OR AT SEWER/WATER CROSSINGS

DRAINAGE SWALE OR ADDITIONAL SHOULDER

[6] PRIVATE STREETS 50' MINIMUM R/W PUBLIC STREETS 60' MINIMUM R/W

[7] OR AS ESTABLISHED BY LOCAL WATER AGENCY

prepared for

Wasatch County

25 NORTH MAIN STREET
HEBER CITY, UTAH 84032
TELEPHONE (801) 654-3211

prepared by

FRANCIS SMITH ENGINEERING, INC.

AUGUST 1, 1996

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WASATCH COUNTY
STATE OF UTAH

25 North Main • Heber City, Utah 84032 • Phone (801) 654-3211

BOARD OF COUNTY COMMISSIONERS

KEITH D. JACOBSON T. LAREN PROVOST SHARRON J. WINTERTON

July 22, 1996

Wasatch County Commission
25 North Main Street
Heber City, Utah 84032

Gentlemen:

Attached hereto is the recommendation from the Wasatch County Planning Commission regarding the Telemark Park subdivision. The recommendation is in two parts: First, the motion which approved the recommendation and second, the Order itself.

Please note that the Planning Commission expressed grave concern and deep reservations about road abandonment and any annexation of Wasatch County by Park City. The recommended First Amended Findings and Order was not approved without a motion stating directly the Planning Commission's concern and opposition to this part of the application.

The Planning Commission asked that you consider these issues carefully before granting approval for this project.

At the special Wasatch County Planning Commission Meeting on June 26, 1996, the following motion was made regarding the Telemark Park proposal:

> T. LaRen Provost made a motion that we accept the density package for Telemark Park and that we oppose the annexation to Park City. Vicci Gappmayer amended the motion to state that the foregoing motion include that the Planning Commission also recommend that the Wasatch County Commission study and evaluate the road closure and that it be noted that

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the Planning Commission is not in favor of the road closure. Ernest T. Giles seconded the motion which passed unanimously.

Sincerely your,

Claude R. Hicken

Claude R. Hicken
Planning Commission Chairman

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CERTIFICATION OF PROCESS

Telemark Park Resort
First Amended Findings and Order of Density Determination

Pursuant to and in conformance with provisions of section 9-3 of the Wasatch County Development Code, the above-referenced Amended Density Determination came before the Wasatch County Planning Commission and Board of County Commissioners on the dates and pursuant to the notices and process described herein:

A. A joint public hearing before the Planning Commission and County Commission was held May 16, 1996, pursuant to notice published in *The Wasatch Wave* on April 17, May 8, and 15, 1996. Deliberations before the Planning Commission were continued to June 20 and 26, 1996.

B. On June 26, 1996, the Planning Commission unanimously voted to forward the proposed Amended Density Determination together with a statement of policy relative to certain issues as shown on the attached letter from the Planning Commission Chairman.

C. The Board of County Commissioners heard the recommendation of the Planning Commission on July 22, 1996, and unanimously adopted the Findings and Order of Amended Density Determination, a complete copy of which is attached hereto.

D. A true and complete copy of the First Amended Findings and Order of Amended Density Determination for Telemark Park Resort, as adopted by the Wasatch County Commission, was posted on August 5, 1996, at the Wasatch County Courthouse.

DATED this eighth day of August 1996.

Robert A. Mathis, AICP
Wasatch County Planner

Subscribed and sworn to before me this eighth day of August 1996.

Notary Public
My Commission Expires November 1, 1996

P.L. Telemark A

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

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Ent 548054 Bk 1482 Pg 1056 - 1071
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2024 Jul 29 10:41AM Fee: $64.00 CO
For: Metro Title and Escrow
ELECTRONICALLY RECORDED

WHEN RECORDED, RETURN TO:

Steven P. Mehr
Ballard Spahr LLP
201 S. Main Street, Suite 800
Salt Lake City, Utah 84111

COURTESY RECORDING
This Document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

BRIDGE EASEMENT AGREEMENT

THIS BRIDGE EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this 26 day of July 2024 ("**Effective Date**") by and among DEER CREST ASSOCIATES I, L.C., a Utah limited liability company ("**Deer Crest**"), DEER HOLLOW DEVELOPMENT 2, LLC, a Utah limited liability company ("**Deer Hollow 2**"), and FOUNDERS PLACE CONDOMINIUMS OWNERS ASSOCIATION, INC., a Utah non-profit corporation ("**Association**"). Deer Crest, Deer Hollow 2, and the Association may be referred to herein individually as a "**Party**" or collectively as the "**Parties**", which shall also refer to the heirs, successors in title, and assigns of the Parties.

RECITALS

A. Founders Place Condominiums ("**Project**") is a condominium project located in Wasatch County, Utah. The Project is a phased development of the Founders Place Subdivision, as depicted on the Founders Place Subdivision Plat, recorded on January 22, 2022 in the Office of the Wasatch County Recorder ("**Recording Office**") as Entry No. 521735 in Book 1415 on Page 300, as has been amended by Founders Place Condominiums – Phase II Condominium Plat recorded on September 30, 2023 at the Recording Office as Entry No. 536855 in Book 1453 on Page 1774 and as may be further amended, supplemented, or modified ("**Project Area**"), as more fully described on "**Exhibit A**" attached hereto and incorporated by this reference.

B. Deer Crest is the Declarant under that certain Declaration of Condominium for Founders Place Condominiums recorded on July 5, 2022 in the Recording Office as Entry No. 521737, Book 1415 at Page 308, as amended by that certain First Amendment to Declaration of Condominium for Founders Place Condominiums recorded on September 20, 2023 as Entry No. 536856, Book 1453 on Page 1779, as may be further amended, supplemented, or modified (collectively, the "**Declaration**"). The Declaration encumbers certain portions of the Project Area and sets forth certain rights and obligations of the Parties with respect to the development of the Project. The Project Area is also subject to that certain Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest recorded on October 31, 1997 in the Recording Office as Entry No. 198235, Book 363 on Page 542, as may be further amended, supplemented, or modified ("**Master Declaration**" and together with the Declaration, "**Governing Documents**").

C. Deer Hollow 2 is the owner of Lot 2 ("**Phase II Parcel**"), within the Project Area and depicted on Exhibit A. The Phase II Parcel comprises the second phase of the Project. Deer

Crest is the owner of Lot 3 within the Project Area ("**Phase III Parcel**"), as depicted on Exhibit A. The Phase III Parcel is the site of the third phase of development for the Project, which Deer Crest intends to develop in the future.

D. Deer Crest also owns "**Parcel A**" within the Project Area, as depicted on Exhibit A. Parcel A contains "**Deer Hollow Road**", a private road which separates the Phase I Parcel and the Phase II Parcel from the Phase III Parcel and is used as a local access road. Deer Crest has also granted non-exclusive use of Deer Hollow Road to the association under the Master Declaration, the Deer Crest Master Association, a Utah non-profit corporation ("**Master Association**").

E. In order to limit traffic interruption and facilitate efficient development of the Project, including the Phase III Parcel, the Parties desire to construct a bridge ("**Bridge**") over and across Deer Hollow Road. The Bridge is depicted on "**Exhibit B**" attached hereto.

F. A portion of the Bridge Area crosses through the air rights over and above Deer Hollow Road and Parcel A ("**Air Rights**"). Certain portions of the Air Rights, Parcel A (less and excepting Deer Hollow Road), the Phase II Parcel, and the Phase III Parcel comprise the "**Bridge Easement Area**". The Bridge Easement Area is legally described on "**Exhibit C**" attached hereto.

G. In connection with the construction of the Bridge, a temporary construction staging area ("**Construction Staging Area**") located adjacent to the Bridge Easement Area will be used to facilitate the construction of the Bridge, which construction may include the installation and use of a crane. Deer Crest also desires to grant access rights to a portion of Deer Hollow Road for the purpose of future maintenance and repair of the Bridge ("**Maintenance Access Area**" and together with the Construction Staging Area and the Bridge Easement Area, "**Easement Area**"). The Maintenance Access Area and the Construction Staging Area are depicted on Exhibit B.

H. The Parties desire to execute this Agreement for the purpose of granting certain rights to the Easement Area, all upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as if fully set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of Easement; No Merger. The Parties are executing this Agreement to create private, nonexclusive, reciprocal easements over, across, and through the Easement Area for the purpose of constructing the Bridge thereon, all on and subject to the terms and conditions set forth in this Agreement. It is the intention of the Parties that the easements set forth in this Agreement shall continue to burden or benefit, as applicable, the Project and the Project Area, notwithstanding the fact that, at any time, the same person or Party may own one or more of portions thereof. Any such multiple ownership shall not result in the merger of the respective interest, rights, and obligations of the Parties or of any interest created hereunder.

2. Grant of Bridge Easement. Subject to the terms, covenants, agreements, restrictions, and conditions of this Easement, each Party hereby creates, conveys, grants, warrants,

and irrevocably reserves a private, non-exclusive perpetual easement ("**Bridge Easement**") for the benefit of each other Party, and their respective employees, invitees, affiliates, and guests, over, across, under and through the Bridge Easement Area, for the installation, construction, maintenance, and use of the Bridge. The Parties, and their successor and assigns, and those claiming by, through or under the Parties, shall not obstruct, close, restrict, impede or impair the use and enjoyment of the Bridge Easement for the purposes herein set forth and declared; provided however, but subject at all time to all of the foregoing, Deer Crest reserves unto itself and its successor and assigns the use and enjoyment of Deer Hollow Road.

3. Grant of Construction Easement. Subject to the terms, covenants, agreements, restrictions, and conditions set forth in this Agreement, each Party hereby creates, conveys, grants, warrants, and reserves a private, temporary, exclusive easement ("**Construction Easement**") for the benefit of each other Party, and their respective employees, invitees, affiliates, and guests, over, across, under, and through the Construction Staging Area for the purpose of constructing the Bridge. The term of the Temporary Easement shall commence as of the Effective Date and continue until such date that the construction of the Bridge is complete, or substantially complete; provided, however, that the Temporary Easement shall not terminate until the Parties no longer require use of the Construction Staging Area in connection with the construction of the Bridge.

4. Grant of Maintenance Easement. During and following construction of the Bridge, the Parties may require access to certain portions of Deer Hollow Road for the purpose of the construction or the repair and maintenance of the Bridge. Notwithstanding anything in this Agreement to the contrary, and subject to the terms and conditions set forth herein, Deer Crest hereby creates, grants, conveys, warrants and reserves unto to each other Party, and their respective employees, invitees, affiliates, and guests ("**Maintenance Easement Grantees**"), a perpetual, non-exclusive, limited easement over, across, under, the through the Maintenance Access Area ("**Maintenance Easement**"). The Maintenance Easement Grantees hereby agree that the Maintenance Easement is to be used solely for the purpose of the construction and maintenance and repair of the Bridge, and that any associated disruption to traffic shall be temporary and at all times minimized to the best of the Maintenance Easement Grantees' abilities. The Maintenance Easement is depicted on Exhibit B.

5. Declaration. The Declaration and the Master Declaration encumber, or will in the future encumber, the Easement Area. Each Party hereby agrees that, in connection with this Agreement and the construction and use of the Bridge, it shall act at all times in accordance with the Governing Documents, and all of the terms, conditions, and covenants set forth therein. The Parties hereby confirm that this Agreement shall be subject to the covenants, conditions, and restrictions provided for in the Governing Documents, and in the event of a conflict between the Governing Documents and this Agreement, the Governing Documents control.

6. Insurance. Each Party hereby agrees that it shall at all times maintain the minimum insurance requirements as set forth in the Governing Documents and, it shall acquire, in connection with the construction, use, maintenance, and operation of the Bridge, the following insurance coverages:

a. During the construction phase of the Bridge, and during any period during which any Party shall undertake the replacement of all or any portions of the Bridge within the

Easement Area, such Party shall purchase and maintain, and cause its contractors and subcontractors (hereinafter referred to as "**Contractors**") to obtain and maintain (i) commercial general liability insurance for premises, operations, and products liability (including products liability for any product manufactured, assembled, or otherwise constructed or maintained away from or on the Project Area); (ii) Worker's Compensation insurance in accordance with applicable statutory requirements; (iii) automobile liability insurance; (iv) blanket umbrella/excess liability insurance, including, but not limited to, insuring against bodily injury, personal and advertising injury, and property damage; and (v) such other insurance as may be required by applicable law, regulation, or any other governmental or quasi-governmental requirement ("**Construction Phase Insurance**"). Such Construction Phase Insurance obtained by any one Party shall name each other Party, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, agents, representatives, successor and assigns as additional insureds. The Construction Phase Insurance shall be maintained with commercially reasonably policy limits, and in no event shall such policy limits be maintained in amounts lower than those required pursuant to the Governing Documents.

7. Destruction or Damage. The Parties agree that no Party shall have the right to tear down or otherwise remove the Bridge without the express written consent of the other. The Parties further agree that in the case of damage or destruction of the Bridge by fire, accident, or any other cause, including acts of God, this Agreement shall survive any such event and the Parties shall have the right to rebuild the Bridge, all under the terms and conditions of this Agreement.

8. Indemnification. Each Party and its successors and assigns ("**Indemnifying Party**") shall indemnify, defend, and hold the each other Party and each of its respective parents, subsidiaries, affiliates, employees, officers, directors, agents, representatives, successor and assigns ("**Indemnitees**") harmless from and against any and all third-party claims, demands, causes of action, losses, liabilities, damages, or costs (including the cost of defending against the foregoing and reasonable attorneys' fees) to the extent caused by the acts or omissions of the Indemnifying Party, its contractors, successors or assigns arising out of the use and enjoyment of the Easement Area, or the construction and operation of the Bridge within the Easement Area. Notwithstanding the foregoing, the Indemnifying Party and its successors and assigns shall have no liability, obligation or responsibility (i) for the acts and omissions of the Indemnitees or (ii) with respect to any and all claims, demands, causes of action, losses, liabilities, damages, or costs (including the cost of defending against the foregoing and reasonable attorneys' fees) made by any of the Indemnitees. This Section 8 shall survive the termination of this Agreement.

9. Compliance with Laws and Other Requirements. During the construction of the Bridge within the Easement Area, and thereafter for so long as the Bridge is located and operated within the Bridge Easement Area, the Parties shall individually and collectively at all times comply in all material respects with all applicable laws, rules, and ordinances of any governmental or quasi-governmental agency or authority to which the Bridge is subject.

10. No Mechanics' Liens. None of the Benefitted Parties shall cause or permit any lien or encumbrance to be filed against Deer Hollow Road, the Easement Area, the Project Area or any portion thereof for any labor or materials in connection with work performed by or on its or their behalf in connection with this Agreement or the Bridge.

11. Integration. This Agreement embodies the complete and integrated intent the Parties relating to the subject matter of the construction, ownership and operation of the Bridge within the Easement Area and other matters pertinent to the Project, and the respective duties and obligations of the Parties; each Party hereby agrees that there are no further or other agreements or understandings, written or oral, in effect with respect to the subject matter hereof.

12. Covenants and Appurtenances Run with the Land. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the titles to, and are binding upon and shall inure to the benefit of, the fee simple owners from time to time of the Project Area, and their respective heirs, legal representatives, successors in title, mortgagees, lessees and assigns. This Agreement, and the easement and other incorporeal rights hereby declared and granted, shall be perpetually appurtenant to the Bridge Easement Area.

13. Waiver of Consequential Damages. Notwithstanding any other term or provision contained herein, each Party hereby waives all claims against each other Party that it would or may have for consequential damages arising out of or in any way related to this Agreement. This mutual waiver includes, but is not limited to, a waiver of damages incurred for losses of use, income, profit, financing, business and reputation.

14. Notices. Unless otherwise provided herein, all notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be sent by (i) certified mail return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the United States Mail, or (ii) overnight delivery using a nationally-recognized courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier.

15. Amendments. This Agreement may not be amended or modified except in a writing executed by the Parties, or their respective successors or assigns, hereto.

16. Interpretation. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include the other gender. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. Time is of the essence. The provisions of this Agreement shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. Any exhibits attached hereto are by this reference incorporated herein and made a part hereof.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

18. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

19. Invalidity of Provision. If any provisions of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction or other qualified tribunal to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

20. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Utah, and the parties hereto (i) agree that any action or proceeding that is brought to enforce or interpret this Agreement or that concerns or is in any way related to this Agreement shall only be commenced in the courts of the State of Utah, and (ii) consent to venue and personal jurisdiction in the courts of the State of Utah.

21. Attorneys' Fees. If any action is brought because of any breach or interpretation of, or concerning or in any way relating to any of the provisions of, this Agreement, the party prevailing in such action shall be entitled to recover from the other party all reasonable attorneys' fees and court costs incurred in connection with such action, and the amount of such fees and costs shall be fixed by the court and made a part of any judgment rendered.

22. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public; provided, however, this provision shall not be construed to limit the access to the Easement Area by the Parties' employees, invitees, or guests.

23. Recitals Incorporated. The Parties hereby agree that the Recitals are an integral part of the Agreement and are hereby incorporated by this reference.

[SIGNATURE PAGE FOLLOWS; REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

DEER CREST:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: _____
Name: Bill Fiveash
Its: Authorized Signer

STATE OF UTAH)
) ss.
COUNTY OF Summit)

On this 26 day of July, 2024, personally appeared before me Bill Fiveash, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she/they is the auth. signer of DEER CREST ASSOCIATES I, L.C., a Utah limited liability company, and acknowledged to me that said company executed the same.

Notary Public - State of Utah
Alfred Lucas Newman
Comm. #720421
My Commission Expires
September 16, 2025

_____
Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

DEER HOLLOW 2:

DEER HOLLOW DEVELOPMENT 2, LLC
a Utah limited liability company

By: _____
Name: Bill Fivecoat
Its: Authorized Signer

STATE OF UTAH)
) ss.
COUNTY OF Summit)

On this 26 day of July, 2024, personally appeared before me Bill Fivecoat, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she/they is the Auth Signer of DEER HOLLOW DEVELOPMENT 2, LLC, a Utah limited liability company, and acknowledged to me that said company executed the same.

Notary Public - State of Utah
Alfred Lucas Newman
Comm. #720421
My Commission Expires
September 16, 2025

_____
Notary Public

[SIGNATURES CONTINUE ON NEXT PAGE]

ASSOCIATION:

FOUNDERS PLACE CONDOMINIUMS
OWNERS ASSOCIATION, INC.,
a Utah non-profit corporation

By: _____
Name: Bill Fivecoat
Its: Authorized Signer

STATE OF UTAH)
) ss.
COUNTY OF Summit)

On this 20 day of July, 2024, personally appeared before me Bill Fivecoat, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she/they is the auth signer of FOUNDERS PLACE CONDOMINIUMS OWNERS ASSOCIATION, INC., a Utah non-profit corporation, and acknowledged to me that said company executed the same.

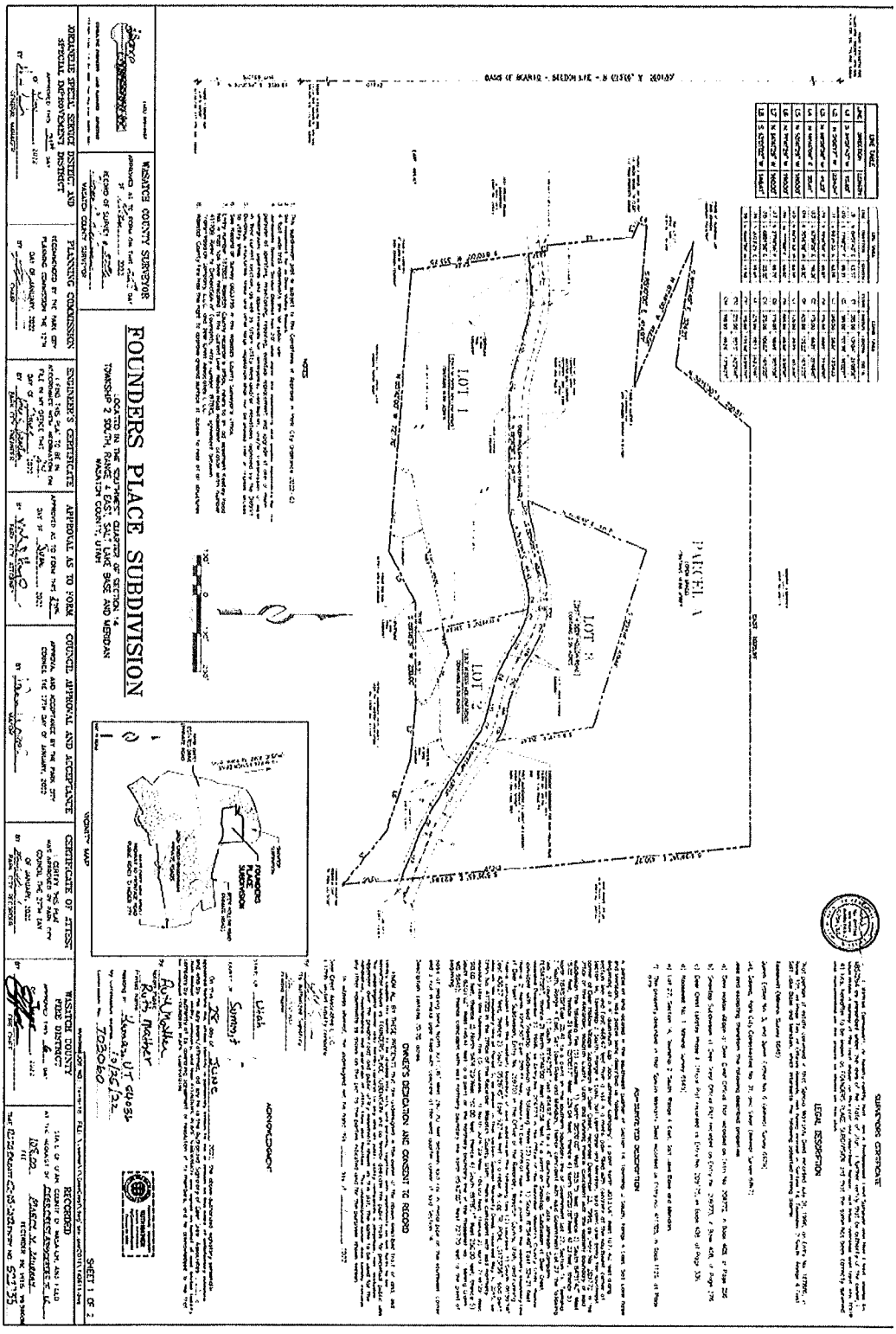
Notary Public - State of Utah
Alfred Lucas Newman
Comm. #720421
My Commission Expires
September 16, 2025

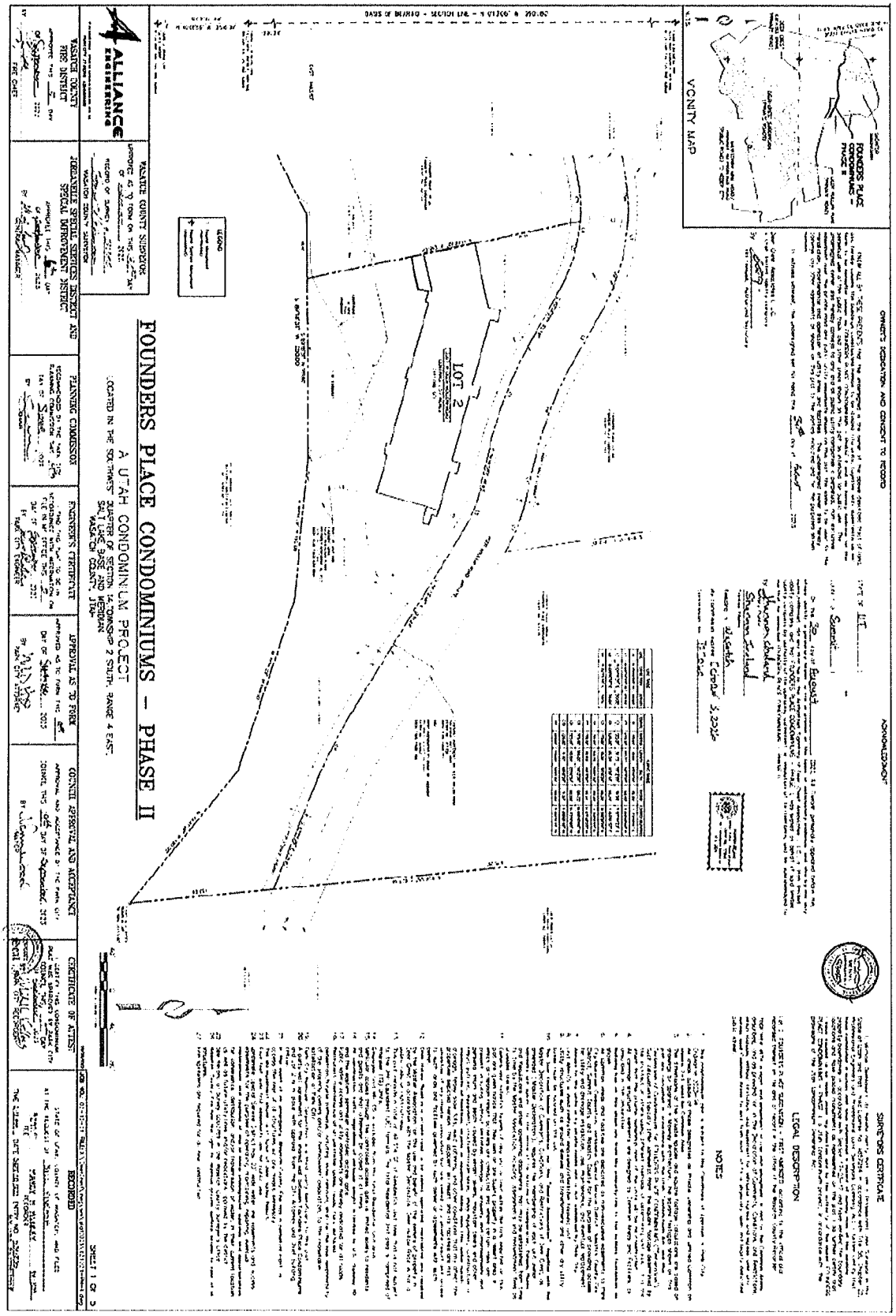
_____
Notary Public

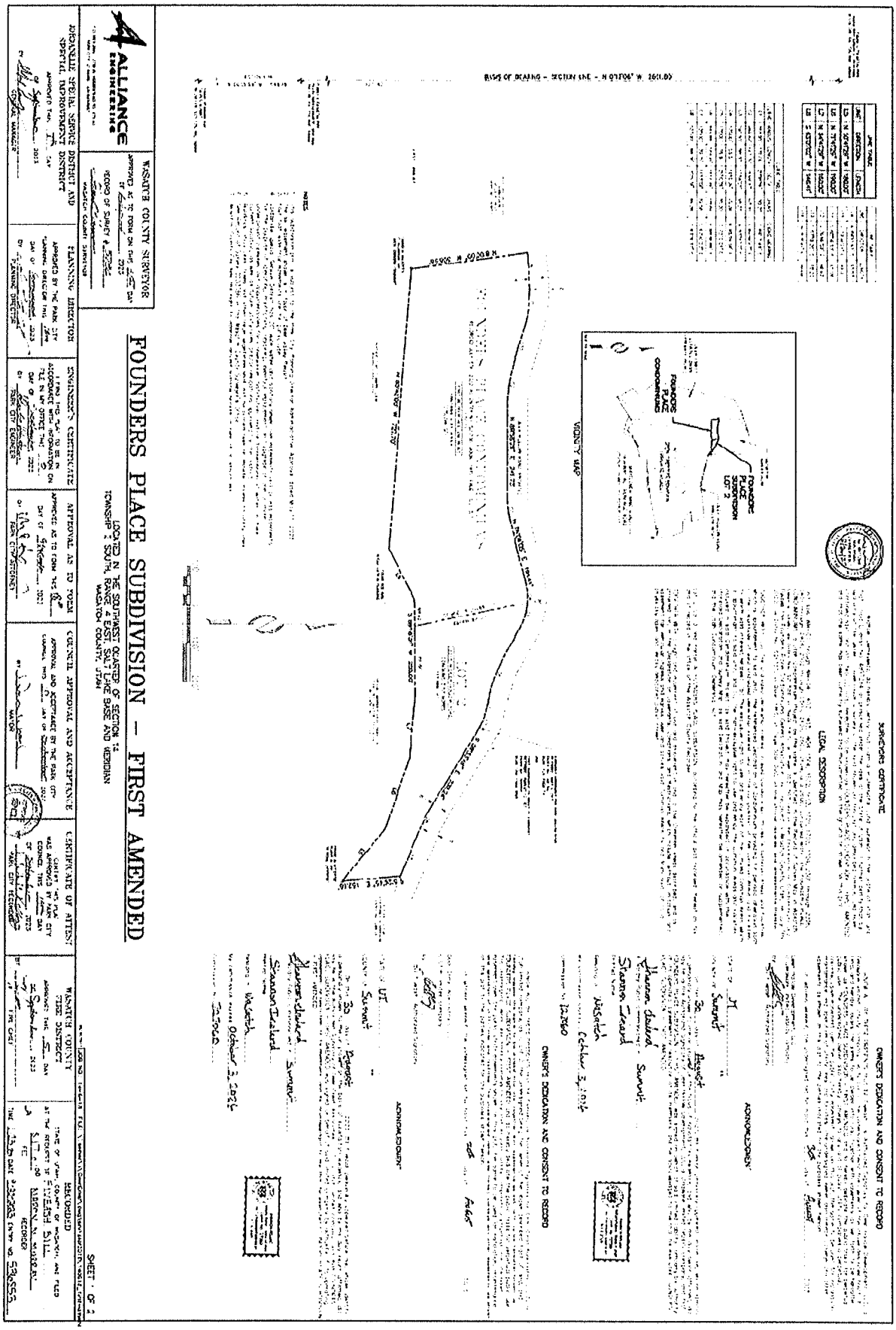
[END SIGNATURES]

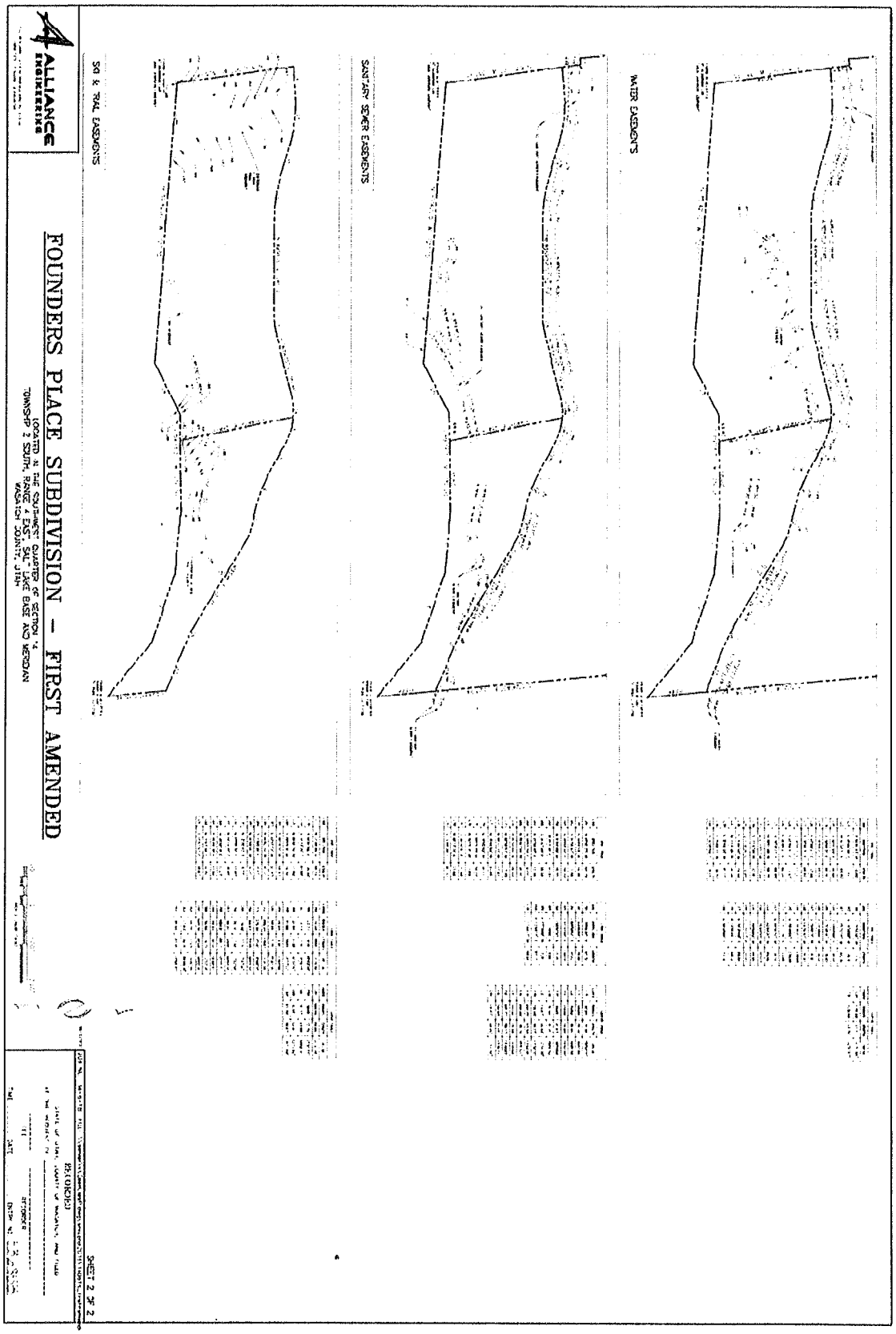
EXHIBIT A

Project Subdivision Plat




FOUNDERS PLACE CONDOMINIUMS – PHASE II
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH
LOT 2
VICINITY MAP
OWNER'S DEDICATION AND CONSENT TO RECORD
ACKNOWLEDGMENT
SURVEYOR'S CERTIFICATE
LEGAL DESCRIPTION
NOTES
ALLIANCE ENGINEERING
WASATCH COUNTY FIRE DISTRICT
JORDANELLE SPECIAL SERVICES DISTRICT AND SPECIAL IMPROVEMENT DISTRICT
WASATCH COUNTY SURVEYOR
PLANNING COMMISSION
FOUNDER'S CERTIFICATE
APPROVAL AS TO FORM
COUNTY APPROVAL AND ACCEPTANCE
CERTIFICATE OF ATTEST
RECORDED
SHEET 1 OF 3


FOUNDERS PLACE SUBDIVISION – FIRST AMENDED
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12
TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH
ALLIANCE ENGINEERING
WASATCH COUNTY SURVEYOR
APPROVED AS TO FORM ON THIS ___ DAY OF ___ 2023
RECORD OF SURVEY # ___
WASATCH COUNTY SURVEYOR
PLANNING DIRECTOR
ENGINEER'S CERTIFICATE
APPROVAL AS TO FORM
COUNCIL APPROVAL AND ACCEPTANCE
CERTIFICATE OF ATTEST
SURVEYOR'S CERTIFICATE
OWNER'S DEDICATION AND CONSENT TO RECORD
LEGAL DESCRIPTION
VICINITY MAP
ACKNOWLEDGMENT
RECORDED
WASATCH COUNTY FIRE DISTRICT
SHEET 1 OF 2


ALLIANCE ENGINEERING
FOUNDERS PLACE SUBDIVISION – FIRST AMENDED
(LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH)
SHEET 2 OF 2
SDR & TRAIL EASEMENTS
SANITARY SEWER EASEMENTS
WATER EASEMENTS

Legal Description

Phase II Parcel:

Unit Nos WH-05, 3103, 3104, 3105, 3106, 3201, 3202, 3203, 3204, 3205, 3206, 3301, 3302, 3303, 3304, 3305, 3306, 3401,3403, 3406 and the Common Area, contained within FOUNDERS PLACE CONDOMINIUMS - PHASE II, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Wasatch County, Utah, as Entry No. 536855, in Book 1453, at Page 1779, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the Founders Place Condominiums, recorded in Wasatch County, Utah, on July 5, 2022, as Entry No. 521737, in Book1415 at Page 308, as amended by First Amendment to Declaration of Covenants Conditions and Restrictions, recorded in Wasatch County, Utah, on September 20, 2023, as Entry No. 536856, in Book 1453, at Page 1779, of the official records, and all amendments thereto.

TOGETHER WITH: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

Tax I.D. Number: 00-0021-8881 Unit WH05, 00-0021-8882 Unit 3103, 00-0021-8883 Unit 3104, 00-0021-8884 Unit 3105, 00-0021-8885 Unit 3106, 00-0021-8886 Unit 3201, 00-0021-8887 Unit 3202, 00-0021-8888 Unit 3203, 00-0021-8889 Unit 3204, 00-0021-8890 Unit 3205, 00-0021-8891 Unit 3206, 00-0021-8892 Unit 3301, 00-0021-8893 Unit 3302, 00-0021-8894 Unit 3303, 00-0021-8895 Unit 3304, 00-0021-8896 Unit 3305, 00-0021-8897 Unit 3306, 00-0021-8898 Unit 3401, 00-0021-8899, Unit 3403, 00-0021-8900 Unit 3406.

Phase III Parcel:

LOT 3, FOUNDERS PLACE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED SEPTEMBER 20, 2023, AS ENTRY NO. 536853 IN THE WASATCH COUNTY RECORDER'S OFFICE.

LOT 3 APN: 00-0021-7697

Parcel A:

PARCEL A, FOUNDERS PLACE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED SEPTEMBER 20, 2023, AS ENTRY NO. 536853 IN THE WASATCH COUNTY RECORDER'S OFFICE.

PARCEL A APN: 00-0021-7698

EXHIBIT B

TO BRIDGE EASEMENT AGREEMENT

Depiction of Bridge Easement

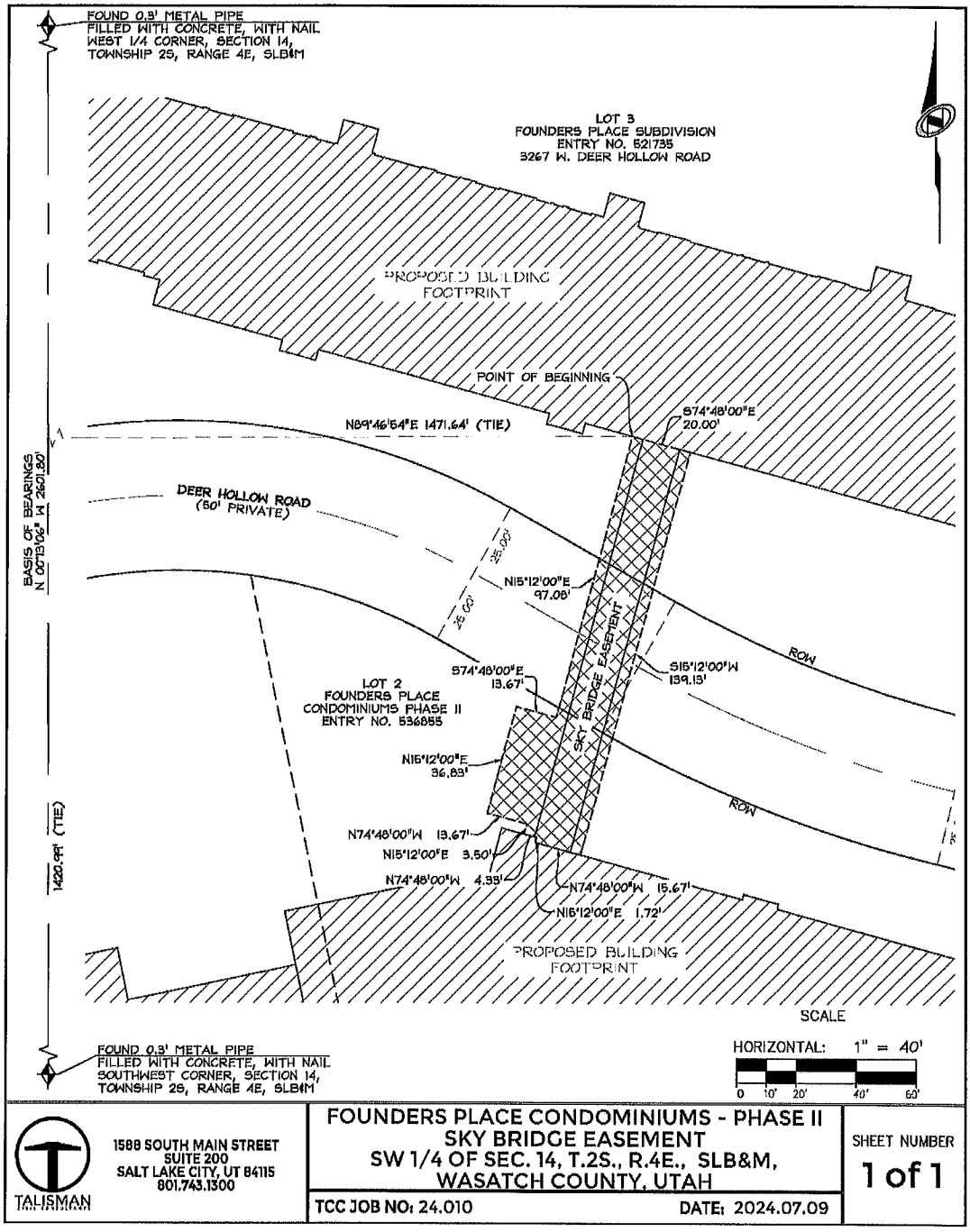


EXHIBIT C

TO BRIDGE EASEMENT AGREEMENT

Legal Description of Bridge Easement Area

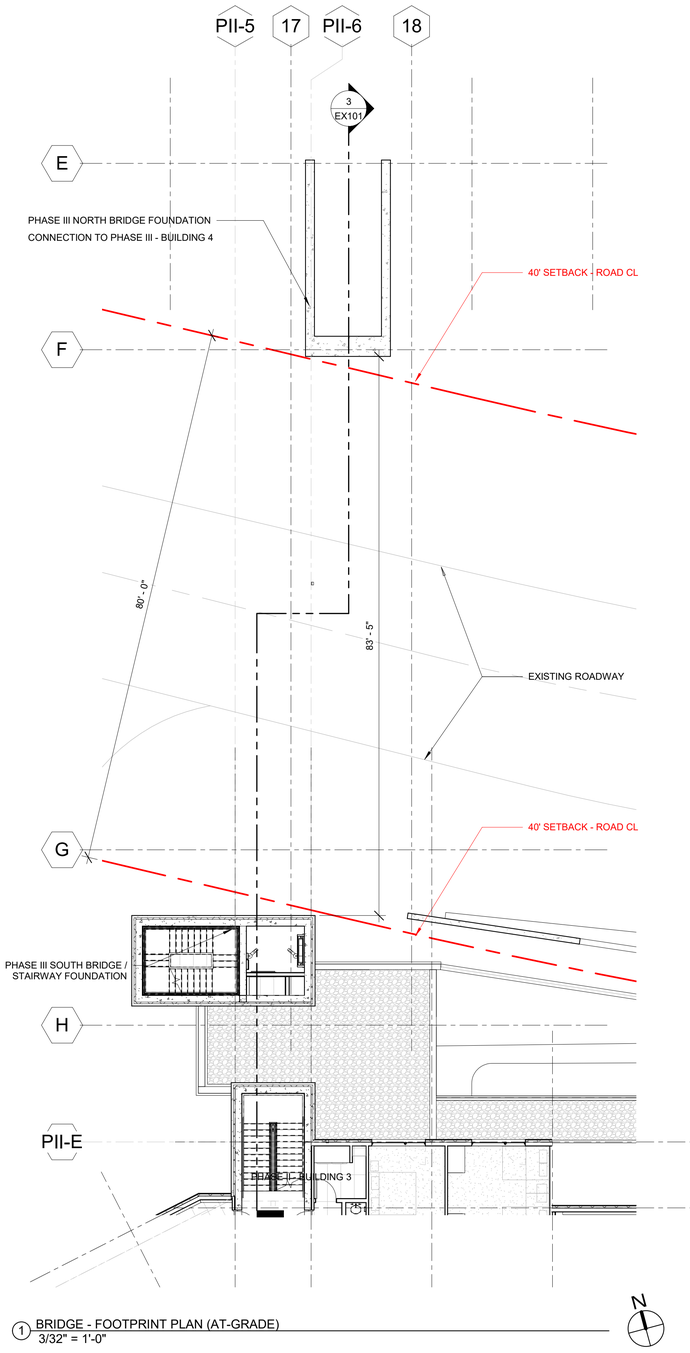
SKY BRIDGE EASEMENT
LOT 3, FOUNDERS PLACE SUBDIVISION &
LOT 2, FOUNDERS PLACE CONDOMINIUMS PHASE 2
2024-07-09

THE BASIS OF BEARING FOR THIS EASEMENT IS NORTH 00°13'06" WEST MEASURED BETWEEN THE FOUND SOUTHWEST CORNER OF SECTION 14, AND THE FOUND WEST 1/4 CORNER OF SECTION 14, TOWNSHIP 2S, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

BEGINNING AT A POINT BEING NORTH 00°13'06" WEST 1420.99 FEET ALONG THE SECTION LINE, AND NORTH 89°44'39" EAST 1471.64 FEET FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 74°48'00" EAST, 20.00 FEET;
THENCE SOUTH 15°12'00" WEST, 139.13 FEET; THENCE NORTH 74°48'00" WEST, 15.67 FEET; THENCE NORTH 15°12'00" EAST, 1.72 FEET; THENCE NORTH 74°48'00" WEST, 4.33 FEET; THENCE NORTH 15°12'00" EAST, 3.50 FEET; THENCE NORTH 74°48'00" WEST, 13.67 FEET; THENCE NORTH 15°12'00" EAST, 36.83 FEET; THENCE SOUTH 74°48'00" EAST, 13.67 FEET; THENCE NORTH 15°12'00" EAST, 97.08 FEET, TO THE POINT OF BEGINNING.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

CONTAINING 3,278.62 SQUARE FEET, OR 0.0753 ACRES, MORE OR LESS



1 BRIDGE - FOOTPRINT PLAN (AT-GRADE)
3/32" = 1'-0"

FOUNDERS PLACE PHASE III

BRIDGE FOOTPRINT EXHIBIT

DRAWING NO. EX101
DATE: 09/17/24
JOB NO. 21-08.3

east west partners

SPARANO+MOONEY
ARCHITECTURE
57 WEST 2100 SOUTH
SALT LAKE CITY, UT 84115
www.sparanomooney.com
T 801.746.0234 F 801.746.0233

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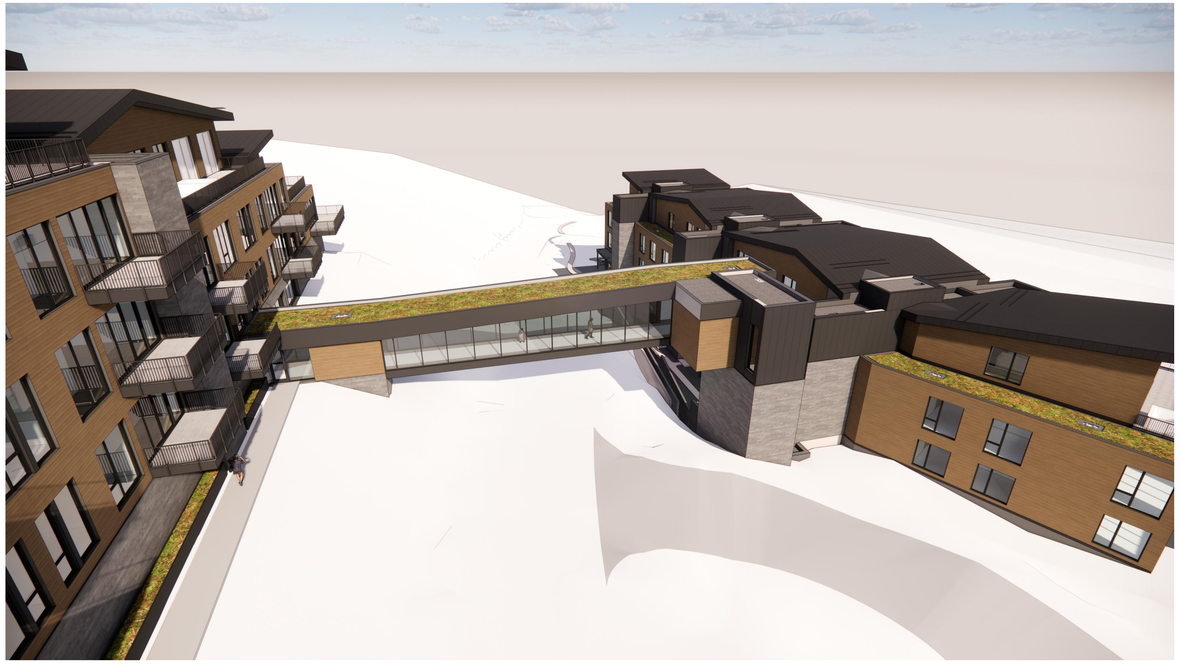
FOUNDERS PLACE



PARK CITY
1884

Planning Department

January 12, 2022

Deer Crest Associates I, LC
1375 Deer Valley Drive STE 105
Park City, Utah 84060
435-714-0267

CC: Bill Fiveash

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	Parcel 00-0021-01977 in Wasatch County
Zoning District:	Recreation Commercial within a Master Planned Development
Application:	Modification to a Master Planned Development Conditional Use Permit
Project Number:	PL-21-05056; PL-21-04917
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	January 12, 2022
Project Summary:	The Applicant proposes to construct a 354,264-square-foot ski-in ski-out village in the Deer Crest area in three phases.

Action Taken

On January 12, 2022, the Planning Commission conducted a public hearing and approved the Founders Place Modifications to a Master Planned Development and Multi-Unit Dwelling Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. Founders Place (formerly known as Deer Hollow and Slalom Village) is in the Deer Crest area east of Deer Valley Resort and west of HYW 40 along Deer Hollow Road, a private road accessed from Park City through the Queen Esther Gatehouse to the west or from HWY 40 through the Jordanelle Gatehouse to the east.
2. The Applicant proposes constructing 199,200 square feet for 78 residential units in four buildings, 5,400 square feet for six affordable employee units, 3,299

square feet of support commercial, 100,857 square feet of residential accessory uses, and 45,578 square feet for 123 underground parking spaces, five uncovered parking spaces, and parking circulation.

3. On October 19, 2021, the Park City Development Review Committee evaluated the project and did not identify issues or concerns.
4. On October 27, 2021, the Planning Commission conducted a work session on the project.
5. On November 4, 2021, the Wasatch County Development Review Committee evaluated the project and provided input and recommended Conditions of Approval.
6. On November 10, 2021, the Planning Commission visited the site.
7. On November 10, 2021, the Planning Commission was scheduled to determine whether the project is a minor or substantive modification to the Master Planned Development. However, prior to the meeting, the Applicant agreed the modification is substantive and the Planning Commission continued the discussion to December 8, 2021.
8. On December 8, 2021, the Planning Commission reviewed the project, conducted a public hearing, and continued the item to January 12, 2022.
9. The area was originally within unincorporated Wasatch County and the proposed project started the land use review process with Wasatch County in the late 1980s.
10. In 1989, the property owner applied for a Density Determination from Wasatch County to develop what was then called the Telemark Park Resort.
11. In 1991, the Wasatch County Commissioners approved the Density Determination.
12. However, due to the project's location in several jurisdictions, a lawsuit ensued regarding development and services.
13. In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement.
14. The 1995 Settlement Agreement ¶ 2.2 describes the location of the Deer Crest property, which straddles several jurisdictions: *A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County and approximately 70 acres lie within the Park City Municipal Corporation city limits.*
15. The 1995 Settlement Agreement outlined the process and conditions for annexing portions of the Deer Crest property into Park City, as well as development parameters. The 1995 Settlement Agreement established the following regarding Founders Place within what was then identified as the Slalom Village development envelope:

a. No more than 83 Multi-Unit Dwellings at 2,400 square feet per unit (totaling 199,200 square feet)
b. 60% of the Multi-Unit Dwellings concentrated in a primary village structure
c. Four Single-Family Dwellings
d. A 20,000-square-foot ski academy
e. A ski chairlift located within a 1,100-foot radius of the primary village structure
f. Support commercial up to 5% of the gross square footage and appropriate amenities

16. The 1995 Settlement Agreement required the property owners to amend the 1991 Wasatch County Density Determination. In 1996, the First Amended Density Determination was recorded with Wasatch County. The First Amended Density Determination increased the single-family dwellings from four to five and included 83 townhouse/cottages (units not to exceed 2,400 square feet, totaling 199,200 square feet).
17. In 1997, the parties amended the 1995 Settlement Agreement, transferring the 20,000-square-foot ski academy to Telemark Park (also known as the Jordanelle Village Resort).
18. On December 17, 1998, the City Council approved Ordinance No. 98-53, annexing 253 acres of the Deer Crest property into Park City.
19. Also on December 17, 1998, the City Council approved Ordinance No. 98-51, amending the Zoning Map to include the Deer Crest annexation area.
20. Founders Place is in the Recreation Commercial within a Master Planned Development Zoning District.
21. On December 23, 1998, Deer Crest Associates I, LC recorded the Deer Hollow Village Subdivision at Deer Crest, creating five single-family lots pursuant to the Founders Place density allocation.
22. In 2021, the Applicant submitted Conditional Use Permit, Modification to a Master Planned Development, Subdivision, and Phase I Condominium Plat applications to construct the remaining Multi-Unit Dwelling density.
23. The proposal complies with Land Management Code Chapter 15-2.16 *Recreation Commercial District* and Chapter 15-6 *Master Planned Developments*.
24. The Proposal Complies with Density Allocated in the 1995 Settlement Agreement and Reiterated in the First Amended Density Determination. Density for the Founders Place Site was established in the 1995 Settlement Agreement (no more than 83 Multi-Unit Dwellings at 2,400 square feet per unit, totaling 199,200 square feet) and the First Amended Density Determination (83 townhouse/cottages units not to exceed 2,400 square feet, totaling 199,200 square feet).
25. The Applicant proposes 78 Residential Units, totaling 199,200 square feet, and six Affordable Units. Affordable Units constructed on site do not count toward the

Residential Unit Equivalents of an MPD and are therefore exempt from project Density.

26. The Proposal Complies with Setbacks. The minimum Setback around exterior boundaries of an MPD is 25 feet. In addition to the 25-foot perimeter Setback, the internal Setbacks for this project are established in ¶ 4 of the First Amended Density Determination: a 40-foot Setback from the road centerline; a 25-foot Rear Setback; a 10-foot Side Setback.
27. The Applicant proposes subdividing the property to align with the proposed phasing of the project, creating three separate lots, and three separate condominium plats. As a result, there will be a common wall created between proposed Lots 1 and 2. Pursuant to LMC § 15-2.16.3(G), a side Setback between connected structures is not required where structures are designed with a common wall on a property line and a party wall agreement is recorded in a form approved by the City Attorney and Chief Building Official.
28. MPDs must contain a minimum of 60% Open Space. The 30.7-acre Parcel totals 1,337,292 square feet. The gross building footprint square footage for the site is 345,405 square feet and the driveway square footage is 22,309 square feet, totaling 367,714 square feet. Proposed Open Space for the 30.7-acre Parcel is 72%.
29. Open Space requirements for 526 acres within the Deer Crest area were outlined in the First Amended Density Determination. ¶ 1 of the First Amended Density Determination required that 312 of the 526 acres be preserved as Open Space, totaling 60%.
30. The Applicant Proposes Reduced Parking. The 1995 Settlement Agreement ¶ 5.2.3.10 requires that *Property Owners may construct no more parking stalls underneath the [Founders Place] multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s). . . .* ¶ 11(C) of the First Amended Density Determination approved by Wasatch County requires 166 parking spaces for the development. The Applicant proposes 128 parking spaces, a 23% reduction.
31. The Applicant's request to reduce the parking from the 159 spaces required by the LMC to 128 parking spaces is a 20% reduction.
32. The Applicant's Parking Study references the Institute of Transportation Engineer's Parking Generation Manual 5th Edition, which estimates peak parking demand for a project based on its land use with estimates developed from parking demand studies at similar sites over the past 40 years. The Parking Supply Study concludes that Founders Place will produce an estimated parking demand of 104 parking spaces. The Applicant proposes 128 total parking spaces with 123 underground parking spaces and five uncovered parking spaces.
33. The Applicant's Parking Supply Study offers project comparisons with Arrowleaf A, Arrowleaf B, Flagstaff, One Empire Pass, Empire Residences, and Talisker

Tower and concludes that the appropriate parking ratio for similar projects is 1.5 parking spaces per unit.

34. The Applicant's Trip Generation Study concludes that Founders Place will generate less traffic than the 1995 Settlement Agreement approval, which included the 20,000-square-foot ski academy that was later transferred to another site in unincorporated Wasatch County.
35. The Applicant's Transportation Demand Management Plan proposes the following:
    a. Ski-in Ski Out Access – guests will access Deer Valley Resort on the Mountaineer Express Chair.
    b. Public Trail Access – the property is adjacent to the Village Trail, which connects to the Park City trail network.
    c. Reduced Parking – the project proposes 1.5 parking spaces per residence to discourage multiple vehicles per unit.
    d. Shared Ride Service – operated by the Founders Place Homeowner Association to provide pick-up within 15 minutes of request, provide service anywhere within Park City proper, be app-based, and include evening geofencing to limit the number of pick-up and drop-off locations on Main Street.
    e. Grocery Delivery – onsite property management will work with local grocery delivery services to provide pre-arrival shopping services and staff will provide pre-arrival shopping services.
    f. Onsite Ski Valet – offered so guests do not have to drive into town to rent equipment.
    g. Pre-Ski and Après Ski Activities – amenities include a continental breakfast, après ski events, on-site entertainment, and on-site restaurant.
36. LMC § 15-3-9 requires ten percent of the required Off-Street Parking Spaces for the temporary storage of bicycles.
37. The Applicant does not propose overflow parking during peak periods. Wasatch County requires a Condition of Approval that parking demand for Founders Place be satisfied on-site and that overflow parking in unincorporated Wasatch County be prohibited.
38. Founders Place is approximately 500 feet from the nearest development, the residential Snowtop Subdivision at Deer Crest.
39. The Applicant Requests Modifications to Building Height Approvals. The First Amended Density Determination ¶ 8.A outlines the following roof and height regulations for the property: *Height shall be measured from the elevation of the finished grade at midpoint of building. The maximum height shall be 75 feet, consisting of not more than five levels. The building shall have a gable roof (a roof consisting of two inclined planes that meet at a ridge over the center of the building and slope down to the sidewalls) or a hip roof (a roof similar to a gable roof with a central ridge except that the roof slopes from the ridge to all outside*

walls), with the top level being partly located in the roof structure. The top level shall not cover more than 50% of the Building Footprint. The building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height.

40. The Applicant submitted an exhibit showing the top-story building footprint compared to the ground-level building footprint, which complies with the First Amended Density Determination ¶ 8.A, requiring that the top-story building footprint be 50% of the ground-level.
41. Regarding the First Amended Density Determination ¶ 8.A requirement that "[t]he building must then step from such top level on both the ski hill side and the road side to avoid any vertical wall more than three levels in height," the MPD process provides the Planning Commission with discretion to consider an increase in Building Height based upon a Site-specific analysis. The Applicant requests that vertical wall height be allowed up to four levels, five levels in some places.
42. The Applicant must request a Site-specific determination and bears the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made if six criteria are met:

    (1) The increase in Height does not increase square footage or Building volume and provides architectural variation.
    (2) Buildings are positioned to minimize visual impacts on adjacent structures.
    (3) There is adequate landscaping and buffering from adjacent properties and uses.
    (4) Increased Setbacks and separations from adjacent properties are proposed.
    (5) Increased Height results in more than the minimum Open Space required and is publicly accessible.
    (6) Increased Height is designed in a manner that provides a transition in roof elements incompliance with Chapter 15-5, Architectural Review.

43. The Applicant provided an exhibit that states the proposed Founders Place design reduces the overall impact to the site and does not increase square footage or building volume, buildings are positioned to minimize visual impacts to adjacent structures, there is adequate landscaping and buffering from adjacent properties, the project includes increased setbacks and separations, more than minimum Open Space is provided, and the Building Height is designed in a manner that provides a transition in roof elements.
44. The Modifications to the Site Plan Comply with the Land Management Code. The Founders Place proposal reduces the overall Site disturbance by decreasing the Limit of Disturbance by 40%, the driveway square footage by 53%, the gross building footprint square footage by 8%, the linear retaining wall square footage by 4%, and the exposed retaining wall face square footage by 34%.

45. Additional changes to the Site Plan include the configuration of Deer Hollow Road, formerly known and shown as Keetley Road on the 1995 Site Plan. The 1995 Settlement Agreement required the Founders Place development to permanently and physically disconnect Deer Hollow Road to prevent vehicular through-traffic in the Deer Crest area. The Primary Village Structure footprint was to be partially within the historic configuration of Deer Hollow Road. The intention was to prevent public through-traffic between the Jordanelle Basin and Park City. The developers of Deer Crest were required to install east and west entrance gates that prevent through-traffic.
46. On February 8, 2017, the Planning Commission reviewed a proposed amendment to the Settlement Agreement to remove the requirement that Deer Hollow be disconnected. The Planning Commission continued the discussion to March 22, 2017. On March 22, 2017, the Planning Commission reviewed the proposed amendment, conducted a public hearing, and forwarded a positive recommendation to the City Council to amend the 1995 Settlement Agreement, removing the requirement that Deer Hollow Road be disconnected at the time of future development. On June 15, 2017, the City Council approved the Settlement Agreement amendments. On December 4, 2017, the Third Amendment to the Settlement Agreement was recorded with Wasatch County.
47. The Third Amendment to the Settlement Agreement outlines the following regarding Deer Hollow Road:
    - Deer Hollow Road is no longer required to be disconnected
    - Official vehicles of emergency service providers (police, fire, and emergency medical) are allowed to use Deer Hollow Road to provide emergency services to properties, residents, guests, and others within the project
    - Deer Hollow Road is otherwise for exclusive use by the owners, guests, and invitees within the project
    - The public may use Deer Hollow Road
        - For an evacuation necessary to protect human life
        - A natural disaster
        - A major public safety event determined by the Park City Fire Marshal, Park City Police Chief, Wasatch County Fire Chief, or other public safety officer of similar rank in Park City or Wasatch County
    - The public may not use Deer Hollow Road for non-life endangering causes like
        - Traffic congestion
        - Delays caused by weather
        - Public or private events and gatherings
    - Deer Crest Master Association must maintain and operate the Queen Esther and Jordanelle Gates in accordance with the 1995 Settlement Agreement to prevent public vehicle access between HWY 40 and Park City

- If the gates are not operated in accordance with the 1995 Settlement Agreement and the Deer Crest Master Association does not cure the defect, the City may reinstate the Deer Hollow Road disconnection requirement at Deer Crest Master Association expense

48. The Proposal, as Conditioned, Complies with Landscaping and Lighting Requirements.
49. The Proposal Complies with the Sensitive Land Overlay.
50. The Housing Department and Applicant Agreed to a Draft Housing Mitigation Plan.
51. ¶ 5.2.3.1 of the 1995 Settlement Agreement requires four percent of the total number of units within Founders Place to be affordable employee units in compliance with Resolution No. 7-95.
52. However, the Applicant met with the Housing Department to create a draft Affordable Housing Mitigation Plan that increases the affordable housing contribution from four percent to ten percent. The draft Affordable Housing Mitigation Plan is scheduled for Housing Authority (City Council) review on January 13, 2022. The Applicant's plan proposes two mitigation measures: six on-site units and a community benefit fee. This proposal aims to provide on-site affordable employee units that will serve managers, full-time, and seasonal employees, while contributing to the Park City affordable housing fund for citywide initiatives.
53. The six on-site units will total 5,400 square feet, will be intermixed within the project on building levels three and four, and will be phased in with project development.
54. The Applicant will implement a fee in accordance with state law that requires that 0.50% of the net purchase price for each market-rate unit sale, initially and with each subsequent sale, be transferred to Park City Municipal for the City's affordable housing budget. Fees will be transferred to Park City through December 31, 2035.
55. The developer estimates that initial sales will generate $300,000,000, thus resulting in an initial $1.5 million contribution to the City's affordable housing fund. Assuming a five percent turnover rate within the project and an average sales price of $3,750,000, the ongoing annual transfer fee is estimated to be $37,500.
56. The Proposal Complies with Mine Hazard Requirements. There are no known mine hazards on the property.
57. The Proposal Complies with Historic Mine Waste Mitigation Requirements
58. The Applicant commissioned two Phase I Environmental Site Assessments, one in 2018 and one in 2020. The 2020 Assessment concludes that "the subject property was historically vacant land with an unimproved road traversing the site from east to west (since at least 1938) [and] [w]e found no conclusive evidence to suggest that active mining activities occurred on the subject property, and all

available information suggests that the subject property was not likely impacted from historical mining activities in the area. . . ."

59. The 2020 Assessment found that there is no evidence of recognized environmental conditions in connection with the subject property and that no additional investigation is warranted.
60. The Proposal Complies with the General Plan. Founders Place is in the Lower Deer Valley Neighborhood. The General Plan identifies this area as a resort neighborhood dominated by Multi-Unit Dwelling condominiums that cater to second homes and nightly rentals. "Future planning in the neighborhood should be directed toward maintaining the world-class resort experience."
61. The Proposal Complies with Historic Site Protection Requirements. The 2020 Environmental Site Assessment determined the property was historically vacant land. There are no known historic sites on the property.
62. The Proposal Strengthens and Enhances the Resort Character of Park City. Founders Place is the final development within the Deer Crest Master Planned Development and has been envisioned for the Deer Valley Resort area since 1995. Founders Place provides residents with ski-in ski-out access to Deer Valley Resort via the Mountaineer Express Chair.
63. The Proposal Incorporates Sustainable Features. The Applicant's submittal ¶ 2.11 outlines the following sustainable features:
    a. Integrating the building into site topography, minimizing the building footprint, and maximizing open space
    b. Maximizing passive solar orientation
    c. Pursuing LEED™ Residential BD+C Multifamily certification, which includes:
        i. Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
        ii. Light pollution reduction through vertical illuminance calculations to minimize light pollution
        iii. Water use reduction through use of low-flow plumbing fixtures in public areas and minimizing irrigation demand through native and drought-tolerant plantings
        iv. Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
        v. Indoor air quality through unit ventilation systems, operable window/ door systems, air filtering, and low emittance product specifications for indoor materials
    d. The Applicant also proposes no gas fireplaces or cooking for residential units.

64. Multi-Unit Dwellings are a Conditional Use in the Recreation Commercial Zoning District.
65. The Applicant proposes developing the project in three phases:
    a. Phase I: Buildings 1 and 2, amenity space, and the pool/ski deck.
        i. Housing unit count: 32
        ii. Gross square footage: 158,813
        iii. Construction start date: spring 2022
    b. Phase II: Building 3
        i. Housing unit count: 19
        ii. Gross square footage: 89,422
        iii. Construction start date: spring 2023
    c. Phase III: Building 4 and associated pedestrian bridge
        i. Housing unit count: 27
        ii. Gross square footage: 114,222
        iii. Construction Start Date: spring 2024
66. The staff report is incorporated herein.

Master Planned Development Conclusions of Law

The Master Planned Development, as conditioned:

1. complies with all requirements of the Land Management Code;
2. meets the minimum requirements of Section 15-6-5;
3. provides the highest value of Open Space, as determined by the Planning Commission;
4. strengthens and enhances the resort character of Park City;
5. compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
6. is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
7. provides amenities to the community so that there is no net loss of community amenities;
8. is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the Application to be complete;
9. meets the Sensitive Lands requirements of the Land Management Code and is designed to place Development on the most developable land and least visually obtrusive portions of the Site;
10. promotes the Use of non-vehicular forms of transportation through design and by providing trail connections;

11. was noticed and the Planning Commission held a public hearing in accordance with this Chapter;
12. incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application;
13. addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies;
14. addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
15. addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan;
16. addresses and mitigates traffic.

Conditional Use Permit Conclusions of Law

1. The Application complies with requirements of the Land Management Code.
2. The use will be compatible with surrounding structures in use, scale, mass, and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall be updated as necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control. Storm-water management, and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service.
2. A storm water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage

shall not exceed predevelopment drainage conditions and special consideration shall be made to protect any wetlands delineated on and adjacent to the site.

3. The project is over 1.0 acres and will be required to meet the requirements of Park City's municipal separate storm sewer system (MS4) storm-water program.
4. Final utility plans, consistent with preliminary utility plans reviewed by the Planning Commission during the MPD review, shall be submitted with the final subdivision plat.
5. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the area provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping.
6. Approval of this Master Planned Development is subject to LMC Chapter 15-6 *Master Planned Developments* and shall expire two years from the date of execution of the Development Agreement unless Construction, as defined by the International Building Code, has commenced on the project.
7. The approval shall be put in the form of a Development Agreement. The Development Agreement must be submitted to the Planning Department for ratification by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.
8. Timing of completion of all required items and public benefits shall be further described and stated in the Development Agreement.
9. The Development Agreement shall require the Founders Place Homeowner Association to finance and operate an ongoing ride-share service that (1) provides pick-up within 15 minutes of request for owners, employees, and guests; (2) provides service anywhere within the Park City area; and (3) encourages the use of shared ride services from the SLC airport through pre-arrival assistance in booking such services and by notifying owners and guests of the availability of onsite alternatives.
10. The Applicant shall include bike racks for securing at least 13 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike racks must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.
11. Founders Place employee, owner, and guest parking on Deer Hollow Road is prohibited.
12. Founders Place employee, owner, and guest parking in unincorporated Wasatch County is prohibited.

13. The Applicant shall include Electric Vehicle Charging Station Infrastructure for 22 Parking Spaces in the plans submitted for building permit review. The Founders Place Covenants, Conditions, and Restrictions shall put future property owners on notice of the Electric Vehicle Charging Station Infrastructure. The breaker panel containing the Electric Vehicle Charging Station Infrastructure shall also identify the conduit for future Electric Vehicle Charging Station Infrastructure.
14. The Applicant shall include six Electric Vehicle Charging Stations in the plans submitted for building permit review and shall install six Electric Vehicle Charging Stations ready for use at the time the City issues a Certificate of Occupancy. The first Electric Vehicle Charging Station installed shall be a dual port with one Charging Station that is ADA accessible. This dual port shall count as one Charging Station. Dual-port Charging Stations installed thereafter shall count as two Charging Stations. The Electric Vehicle Charging Stations shall comply with location, signage, user information, cord management, protection, snow removal, and maintenance requirements outlined in LMC § 15-3-11(E). Electric Vehicle Charging Stations shall be open and available to all employees, residents, and guests.
14. Final building plans at the time of building permit application shall comply with the Current Roof Design reviewed and approved by the Planning Commission on January 12, 2022.
16. The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.
17. Retaining walls on site shall not exceed heights as reviewed by the Planning Commission on January 12, 2022. Final landscape plans shall ensure that all retaining walls exceeding eight feet in height are shielded from view from Deer Hollow Road as determined by Planning Staff. Final building plans shall include landscaping features that diminish exposed concrete walls and retaining walls. Additional landscaping shall be provided at the base of Building 3 in Phase II to mitigate exposed concrete. At the time of building permit submittal, the Applicant shall submit a separate retaining wall plan that clearly identifies the height of all retaining walls measured from final grade showing compliance with the retaining wall heights reviewed by the Planning Commission on January 12, 2022.
18. The Applicant shall dedicate the four-foot soft-surfaced Pipeline and Village Trails for public use on the subdivision plat, as approved by the Trails & Open Space Manager and City Attorney's Office.
19. The Applicant shall submit a snow storage plan at the time of building permit application, to be approved by the Chief Building Official.
20. Centralized trash and recycling facilities for glass, paper, plastic, cans, cardboard, and other household and commercially generated recyclable and scrap materials shall be centrally located in a completely enclosed structure with

a pedestrian door and truck door or gate. The enclosed Structure shall be designed with materials compatible with the Multi-Unit Dwellings and be constructed of masonry, steel, or other substantial material. The centralized trash and recycling facilities shall be large enough to accommodate a trash container and at least two recycling containers to provide for the option of dual-stream recycling.

21. Delivery and service vehicles shall access the site at the small surface lots or within parking garages.
22. Trash and recycling facilities shall be within the enclosed parking garages.
23. Loading and unloading of goods shall take place entirely on site. Loading and unloading zones shall be screened from public view.
24. Pursuant to LMC § 15-5-5(N), the Applicant shall submit a complete landscape plan at the time of building permit application that (1) utilizes Water Wise Landscaping for plant selection and location, irrigation, and mulching of landscaped areas; (2) includes WaterSense labeled smart irrigation controllers which automatically adjust the frequency and/or duration of irrigation events in response to changing weather conditions; (3) indicates the percentage of the lot that is landscaped, the percentage of landscaping that is irrigated, and the type of irrigation to be used; (4) identifies Significant Vegetation and plans to replace Significant Vegetation impacted by development; and (5) restricts lawn area to no more than 25% of the Limit of Disturbance.
25. Pursuant to LMC § 15-5-5(J), all outdoor lighting shall be Fully Shielded and 3,000 degrees Kelvin or less. Total Lumens shall not exceed 2,500 Lumens per light and total lighting shall not exceed 100,000 Lumens per acre. The Applicant shall submit an outdoor lighting plan demonstrating code compliance at the time of a building permit application.
26. Cuts and fills shall be minimized. Graded or filled slopes shall be limited to a three to one slope or less. Graded slopes shall be recontoured to the natural, varied contour of surrounding terrain.
27. Topsoil from any disturbed portion of a Steep Slope must be preserved and utilized in revegetation. Fill soil must be of a quality to support plant growth.
28. Slope stability analysis completed by a geotechnical engineer prior to submitting a building permit, to be reviewed and approved by the Engineering Department.
29. The Applicant shall work with the Engineering Department to address subsurface drainage and storm water drainage, prior to submitting a building permit.
30. The Applicant shall submit structural engineering design and calculations for retaining walls, to be reviewed and approved by the Planning Director and Engineering Department, prior to submitting a building permit.
31. Construction shall be organized and timed to minimize disturbance of wildlife occupying or using on-site and adjacent natural areas.

32. The on-site affordable housing obligations outlined in the approved Housing Mitigation Plan shall be satisfied prior to City issuance of a Certificate of Occupancy within each phase of the project.
33. The Applicant shall submit draft deed restrictions in compliance with the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
34. The Applicant shall submit a draft Founders Place Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and Legal Departments prior to submitting a subdivision or condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.
35. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
36. The Applicant shall revise Founders Place emergency vehicle access, shall obtain written approval from the Wasatch County Fire District, and shall submit written approval to the Park City Planning Department and Chief Building Official and Fire Marshal for review and inclusion in the project file prior to ~~January 27, 2022, and prior to any City~~ Council action on the Founders Place Subdivision or Founders Place Condominium Plat.
37. The Applicant shall submit a Master Sign Plan Application at the time of building permit submittal. The Master Sign Plan shall show each outdoor sign proposed for the project and shall establish visual consistency for the project as a whole in compliance with Municipal Code of Park City Title 12, *Sign Code*. A Sign Permit Application is required for installation of individual signs in conformance with an approved Master Sign Plan.
38. Mechanical equipment shall be screened according to the requirements of the Land Management Code.
39. The Applicant shall ensure compliance with the Deer Crest Interlocal Agreement.
40. All units shall install low-flow plumbing fixtures. All units shall install low-flow plumbing fixtures. No gas fireplaces or cooking appliances will be provided to residential units. The final project shall achieve LEED™ Residential BD+C Multifamily certification or similar equivalent or improved certification as approved by the Sustainability Department within 18 months the issuance of a certificate of occupancy for each phase. The Sustainability Department shall review and approve all Founders Place building permits for compliance with sustainability standards prior to building permit issuance. Certification shall include at a minimum:

i. Heat island reduction through reduction in hardscape, maximized landscaping and open space, and inclusion of green and ballasted roofs
ii. Light pollution reduction through vertical illuminance calculations to minimize light pollution
iii. Water use reduction through use of low-flow plumbing fixtures in public and private areas and minimizing irrigation demand through native and drought-tolerant plantings
iv. Minimum energy performance through energy-efficient mechanical systems, Energy Star rated appliances, tight thermal enclosure with associated enclosure commissioning, and fenestration systems that exceed prescriptive U values
v. Indoor air quality through unit ventilation systems, operable window/ door systems, air filtering, and low emittance product specifications for indoor materials

If you have questions or concerns regarding this Final Action Letter, please call 385-290-0789 or email rebecca.ward@parkcity.org.

Sincerely,

John Phillips, Planning Commission Chair

CC: Rebecca Ward

Ent 521740 Bk 1415 Pg 0392-0429
Date: 05-JUL-2022 12:34:06PM
Fee: $40.00 Check Filed By: HP
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: DEER CREST ASSOCIATES I LC

WHEN RECORDED, RETURN TO:

City Recorder
Park City Municipal Corporation
PO Box 1480, 445 Marsac Avenue
Park City, UT 84060

RESTRICTIVE COVENANT PROTECTING THE AFFORDABILITY AND SUSTAINABILITY OF AFFORDABLE UNITS AT FOUNDERS PLACE CONDOMINIUMS

This Restrictive Covenant Protecting the Affordability and Sustainability of Affordable Units at Founders Place Condominiums (the "*Covenant*") is made and entered into as of the 28 day of JUNE, 2022 (the "*Effective Date*"), by and between DEER CREST ASSOCIATES I, L.C., a Utah limited liability company (the "*Developer*"), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the "*City*") with respect to certain condominium units in the Founders Place Condominium project situated in Park City, Wasatch County, State of Utah (the "*Property*"). The Developer, each subsequent Unit Owner (as defined below in *Section 1.34*), and the City are referred to in this Covenant collectively as the "*Parties*" and, individually, as a "*Party*".

RECITALS

A. Whereas, the Developer, as current owner of the Property, is subject to certain development requirements regarding the Property ("*Development Requirements*"), including as contained in that Settlement Agreement by and between Park City Consolidated Mines Company, Trans-Wasatch Company, L.L.C, and the City dated December 29, 1995 ("*Settlement Agreement*"), the Founders Place Conditional Use Permit approved by the City on January 12, 2022 ("*CUP*"). On January 27, 2022, the City Council adopted Ordinance No. 2022-04 approving the Founders Place Condominium Project Phase I Plat (the "*Project*"), which require, among other things, that certain employee and affordable housing be constructed in connection with the development of the Property;

B. Whereas, the Project and the Developer are subject to that Affordable Housing Mitigation Plan for Founders Place adopted by the Park City Housing Authority on January 13, 2022 ("*Housing Mitigation Plan*");

C. Whereas, the Developer has caused, or will cause, to be recorded on around the date hereof, in the Wasatch County Recorder's Office ("*Office of the County Recorder*"), the Founders Place Subdivision Plat and Founders Place Phase I Condominium Plat (as amended from time to time to incorporate additional development phases of the Project) (the "*Plat*"), and the Declaration of Covenants, Conditions and Restrictions for Founders Place Condominiums (as amended from time to time to incorporate additional

development phases of the Project) (the "*Condo Declaration*"), which Plat and Condo Declaration, designate the Units as depicted on Exhibit A;

D. Whereas, the Units shall be subject to the Resolution Adopting Affordable Housing Guidelines and Standards for Park City, Utah, Resolution 05-2021 dated April 1, 2021 ("*Housing Resolution*"), as administered by the City;

E. Whereas, pursuant to the Settlement Agreement, Park City Ordinance 2022-04, approving a condominium plat for the Property, the Conditional Use Permit, substantive modifications to the Deer Crest Master Planned Development approvals and the Housing Mitigation Plan, the Developer is obligated to provide four (4) condominium units in the first (1st) development phase of the Property ("*Phase I*"), one (1) condominium unit in the second (2nd) development phase of the Property ("*Phase II*"), and one (1) condominium unit in the third (3rd) development phase of the Property ("*Phase III*"), each as an AUE; and

F. Whereas this Covenant, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall govern the terms and conditions of ownership, use, and occupancy of the Units by the Developer, its Affiliates, and any Unit Owners and shall run with the land, enforceable by the City against the Developer and the Unit Owners, any other parties claiming an interest in the Units, and each of their successors in interest, assignees, heirs, devisees, mortgagees, lenders, trustees, beneficiaries, executors, administrators, lessees, and personal representatives.

AGREEMENT AND COVENANTS

IN WITNESS WHEREOF, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

When used in this Covenant, the capitalized terms identified in this Article 1 shall have the following assigned meanings:

1.1. AFFILIATE. The following shall be considered an Affiliate of the Developer:

1.1.1 Deer Hollow Development, LLC, a Delaware limited liability company, Deer Hollow Development I, LLC, Deer Hollow Development II, LLC, and Deer Hollow Development III, LLC (individually and collectively a "*Development Entity*");

1.1.2 a successor to Developer by dissolution, merger, consolidation, distribution, or reorganization;

1.1.3 a successor to Developer by reason of its conversion to another kind of legal entity;

1.1.4 a grantee of Developer under a deed delivered with the payment of nominal consideration conveying title to the Unit when

(a) a majority or all of the stock, shares, memberships, or other equity interests of the grantee are owned by the Developer,
(b) if the grantee wholly owns the Developer,
(c) if the grantee is wholly owned by Developer or an affiliated entity of the Developer, or
(d) if the grantee is under common ownership with the Developer.

1.1.5 With regard to 1.1.1, 1.1.2, and 1.1.3 reserving, however, all rights and defenses as to any successor that the City would have had against the predecessor Developer under this Covenant or any other agreement.

1.2. AFFORDABLE UNIT EQUIVALENT (AUE). Residential units with at least 900 square feet of net livable space shall be considered one Affordable Unit Equivalent, or AUE.

1.3. ANNUAL COMPLIANCE REPORT. The reports attached to this Covenant as Exhibit D, *Park City Affordable Housing Affidavit for Rented Units,* and Exhibit E, *Park City Affordable Housing Affidavit for Owner Occupied Units,* as they may be amended from time to time by the City or its designee, required to be provided to the City by the Project Owner (as defined below in *Section 1.25*) and each Unit Owner (as defined below in *Section 1.34*), respectively, in accordance with *Sections 2.8 and 3.18.* Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Project Owner does not discharge the obligations of such Project Owner to make the Annual Compliance Report.

1.4. AREA MEDIAN INCOME (AMI). As of any date, the definition given "area median income" by the latest Park City Affordable Housing Resolution, or, should the City cease releasing periodic affordable housing resolutions and replace such resolutions with superseding provisions in the City Code (as defined below in *Section 1.6*) governing the authority and implementation of affordable housing in the City, the definition given in such provisions of the City Code, and if "area median income" is not defined in such provisions of the City Code, as defined by the City Council of Park City, Utah.

1.5. CAPITAL IMPROVEMENTS. Material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to all Permitted Capital Improvements.

1.6. CITY CODE. The Municipal Code of Park City, Utah, as amended.

1.7. DEER CREST AREA. All of the property and improvements in the area commonly known as "Deer Crest."

1.8. DISABILITY. Physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment, or as may otherwise be defined in the Utah Fair Housing Act or as "Handicap" as defined 24 C.F.R. § 100.201.

1.9. DOMICILE. The place where an individual has a fixed permanent home and principal establishment, to which the individual, if absent, intends to return, and in which the individual voluntarily resides, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

1.10. EXERCISE NOTICE. Written Notice sent by the City to the Project Owner or the Unit Owner within forty-five (45) days of an applicable Offer Date (as defined below in *Section 1.18*) notifying such Project Owner or Unit Owner whether or not the City or its assign will exercise the Option.

1.11. EVENT OF DEFAULT. Noncompliance with any part of this Covenant.

1.12. HOUSEHOLD. A single individual, doing his/her own cooking and living upon the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.

1.13. MAXIMUM RENT. The Maximum Rent the Project Owner may charge the Qualified Renter of a Unit as established according to *Section 2.3*.

1.14. MAXIMUM RESALE PRICE. The price above which a Unit may not be sold, as calculated by the City, its designated agent, department or assign, using the formula set forth in *Section 3.14*.

1.15. NET WORTH. The amount of total assets of the individuals or family that exceed total liabilities, as determined by the City.

1.16. NON-QUALIFIED BUYER. A buyer of a Unit that is not a Qualified Buyer.

1.17. NOTICE. Correspondence complying with the provisions of *Section 6.8*.

1.18. OFFER DATE shall have meaning assigned in *Section 3.9*.

1.19. OPTION. The assignable right of the City beginning upon the Offer Date and terminating after the expiration of the Option Period (as defined below in *Section 1.20*) to purchase a Unit at or below such Unit's Maximum Resale Price as further explained in *Section 3.11*.

1.20. OPTION PERIOD. The period extending forty-five (45) days from an Offer Date during which either the City or its assign may elect to purchase a Unit at or below such Unit's Maximum Resale Price.

1.21. OWNER-OCCUPIED. A Unit that is occupied by the title owner of record of the Unit as his or her Primary Residence, or rented by the Unit Owner in accordance with *Section 3.8* herein.

1.22. PERMITTED CAPITAL IMPROVEMENTS. Capital Improvements made by a Unit Owner to the Unit Owner's Unit with the prior written consent of the City that are designated on Exhibit B; are completed with all necessary building permits, including final inspections required by such permits, and deemed completed by the City building department; and that may increase the Maximum Resale Price subject to *Section 3.14*.

1.23. PERMITTED TRANSFEREE. A homeowners' association for one or more phases of the Project and any Affiliate of Developer. A Permitted Transferee shall not include a Unit Owner who owns a Unit as a Qualified Buyer pursuant to *Section 3.1*.

1.24. PRIMARY RESIDENCE. The place where a Domicile has been established.

1.25. PROJECT OWNER. The Developer, as the owner of the Property and initial owner of the Project, and any successor or Permitted Transferee who gains title to a Unit in accordance with *Section 3.1.1*. Project Owner shall not include a person who holds an interest in the Unit merely as security for the performance of an obligation or Unit Owners who own a Unit as a Qualified Buyer pursuant to *Section 3.1*.

1.26. PURCHASE PRICE. The amount paid for the Unit as consideration to obtain title to that Unit Owner(s)' Unit, not including any title insurance, transaction costs or real estate commissions.

1.26.1. The Purchase Price deemed to have been paid by the Developer for each of WH-01, WH-02, WH-03, and WH-04, as the first Unit Owner, is $310,802* per Unit in 2022, and is calculated to be affordable to a two-person household having a household income equal to 80% of AMI who obtains financing determined on the basis of: (i) a 5% down payment; (ii) a 30-year term; (iii) an interest rate equal to the prevailing First Home rate, or its program equivalent, of the Utah Housing Corporation (www.utahousingcorp.org) at the time of the offer; and (iv) housing expenses, including principal, interest, property taxes, and HOA fees, equal to 30% of gross income.

1.27. QUALIFIED BUYER. Qualified Buyer shall be a person or persons who are determined by the City to meet the following criteria:

1.27.1. A person who does not own any other real property; and

* Calculation of sale price subject to change to reflect actual HOA fees for the Units.

1.27.2. A person with a minimum of one adult in his or her Household who meets one of the following criteria:

(a) A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within the Summit County or Wasatch County Boundaries; or
(b) An owner of a business or entity with a primary place of business within the Summit County or Wasatch County boundaries; or
(c) A full-time (aggregate of 30 hours of employment per week) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75% of their work/clients are based within the Summit County or Wasatch County boundaries; or
(d) A retired person who immediately preceding retirement was a full-time employee of an entity located within the Summit County or Wasatch County boundaries for at least two continuous years and continued living as a full-time resident within the Summit County or Wasatch County boundaries following his or her retirement; or
(e) A person who is unable to work or does not have a work history required under subsections (a) through (d) of this Section 1.27.2 due to a Disability.

1.27.3. A Household with an income that is 80% or less of the Area Median Income; and

1.27.4. The combined Net Worth of the persons eighteen years of age and older in the Household does not exceed an amount equal to four times the Area Median Income for the Household size.

1.28. QUALIFIED RENTER. Qualified Renter shall be a person or persons who are determined by the City to meet the following criteria:

1.27.1. A person with a minimum of one adult in his or her Household who is a full-time (aggregate of 30 hours of employment per week) employee of an entity or entities performing services within the Property with an income that is (i) 150% or less of AMI for two or less of the first four Units in Phase I, (ii) 80% or less of AMI for at least two of the first four Units in Phase I, and (iii) 80% or less of AMI for each Unit in Phase II and Phase III, respectively; or

1.28.1. Persons with a minimum of one adult in his or her Household who is a full-time (aggregate of thirty (30) hours of employment per week) employee of a business or enterprise operating within Summit County or Wasatch County with an income that is eighty percent (80%) or less of AMI.

1.29. REASONABLE EFFORT. Good faith effort for a minimum of 90 days to rent, at not more than the Maximum Rent, or Sell, at not more than its Maximum Resale Price, a Unit through the City's affordable housing program or the Mountainlands Community Housing Trust; advertising through local media, including a paper with state or local

circulation and such other widely distributed printing or flyer; and advertising through online resources specially designed to market and sell or rent real estate.

1.30. SALE. The term "sale," or any derivative thereof (e.g., "sales," "sold," and "sell"), shall include any transfer of title of a Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include, but is not limited to, any gift, assignment, or other transfer.

1.31. SECURED CREDITOR. A person or entity who is the beneficiary of any obligation secured by a lien on the Unit, including under any mortgage, deed of trust, or other security instrument.

1.32. SENIOR SECURED CREDITOR. A Secured Creditor who is the named beneficiary, mortgage insurer, or mortgage guarantor of a mortgage, deed of trust, or other security instrument which takes priority or precedence over any other liens or encumbrances securing any other Secured Creditor so that the liens or encumbrance of the Senior Secured Creditor must be satisfied before any such other Secured Creditor is entitled to participate in the proceeds of any sale or other disposition of the Unit.

1.33. UNIT. Units WH-101, WH-202, WH-303, and WH-404 in Phase I, one AUE in Phase II, and one AUE in Phase III, each a separate condominium as established by the Plat and the Condo Declaration intended to provide independent living facilities for one person or Household, including permanent provisions for living, sleeping, eating, cooking and sanitation.

1.34. UNIT OWNER. A Qualified Buyer receiving title to or a fee interest in a Unit from the Project Owner in order to own and occupy the Unit as an Owner-Occupied Unit, and all subsequent person(s) vested with record title of a Unit according to the records of the County Recorder of Wasatch County, Utah. However, Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation, and, solely in regards to the restrictions contained in this Covenant, the City shall not be considered a Unit Owner. For purposes of the Covenant, a Unit Owner shall not include the Project Owner.

2. COVENANT RESTRICTING THE PROJECT OWNER'S RENTAL OF THE UNIT TO QUALIFIED RENTERS.

2.1. RENTING RESTRICTED TO QUALIFIED RENTERS. The Units are designated as fulfilling AUE requirements, and as such each Unit owned by the Project Owner may only be occupied by Qualified Renters. The Project Owner shall cause each Unit it owns to be rented to Qualified Renters with rents no higher than the Maximum Rent. The foregoing requirements of this Section 2.1 may only be waived on a case-by-case basis if the City determines a Unit is no longer needed as an affordable rental and the City gives prior written approval to the Project Owner to sell that Unit to a Qualified Buyer pursuant to Article 3 and at a price set by the City.

2.2. WHEN RENTING NOT RESTRICTED TO QUALIFIED RENTERS. Project Owner shall utilize Reasonable Efforts to give preference to Qualified Renters in renting each Unit so long as: (i) the Qualified Renter meets all the standard income, background, employment, and other tenant checks, as uniformly and fairly applied to all prospective or renewal tenants; and (ii) giving such priority does not violate any applicable laws. Except as provided below, Project Owner will not knowingly allow any tenant to sublease, assign, or otherwise convey any interest in the lease. In the event that Project Owner uses Reasonable Effort to rent to a Qualified Renter for at least ninety (90) days and is unable to rent to a Qualified Renter, the Project Owner shall give the City written notice of such a vacancy, in which case the Unit shall become available for rent to a Qualified Renter identified by the City for a period of ninety (90) days following City's receipt of such written notice, and if no Qualified Renter is identified during this ninety day period, the Project Owner may rent to any tenant for up to six (6) months. Nightly rentals (rentals for less than 30 days) of the Units are prohibited.

2.3. LIMITATION ON RENTAL RATES AND TERMS. The rate at which the Project Owner shall rent the Unit shall not exceed the Maximum Rent. The Maximum Rent in the year 2022 for a Unit in Phase I of the Project shall be $2,008 per month if the Project Owner covers all utility charges and $1,933 per month if the Qualified Renter is responsible for electrical utility costs. The Maximum Rent shall be adjusted on June 15 of each year by the annual percentage increase in the Consumer Price Index (the Department of Labor and Commerce Bureau of Labor Statistics Consumer Price Index, All Urban for the Western Region) using a base year of 2022. At no time shall the Unit Maximum Rent exceed 30% of the income of a two-person household earning 80% of AMI. In the event the Project Owner rents or leases the Unit in excess of the Maximum Rent, any amounts owed to the Project Owner in excess of the Maximum Rent shall be due and payable to the City, and the Project Owner shall, immediately upon receipt thereof, remit such amounts to the City. Such excess rents paid to the City shall be used to further the City's affordable housing plan. Any assessments or fees charged to the fee title owner of the Unit pursuant to the Condo Declaration shall not be charged to the Qualified Renter or lessee of the Unit, and the Unit Owner shall pay all such assessments or fees when due according to the terms of the Condo Declaration.

2.4. RENT AS PART OF EMPLOYEE COMPENSATION PACKAGE. Rent for the Unit may be included as part of an overall employee compensation package. The value of this benefit shall not exceed the Maximum Rent.

2.5. MINIMUM LEASE TERM FOR A UNIT. The minimum lease term for the Units shall be six (6) months. In no event shall the Unit be offered for rent on a nightly basis to the general public.

2.6. VACANCY OF UNIT. Should the Unit become vacant for a period of more than ninety (90) consecutive days, the Project Owner shall use Reasonable Effort to rent the Unit to a Qualified Renter, including without limitation giving the City written notice of such a vacancy, in which case the Unit shall become available for rent by a Qualified Renter identified by the City, subject to the provisions of Section 2.2 and 2.3 above.

2.7 CONDITION OF RENTAL UNIT. The Project Owner and the Qualified Renter shall keep and maintain the Unit in a safe, sound, habitable, good, sanitary condition and in a good state of repair. The Project Owner shall maintain the Unit according to the standards outlined in Exhibit C, *Minimum Standards*. The Project Owner shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months. In conjunction with the Annual Compliance Report, the Unit shall be subject to an annual inspection by the City.

2.8 ANNUAL COMPLIANCE REPORTS. The Project Owner shall submit an *Annual Compliance Report for Rented Units* (Exhibit D) to the City by June 30 of each year. The Annual Compliance Report shall be accompanied by a signed affidavit by the Project Owner certifying that such Project Owner is in compliance with the terms of this Covenant. The City may request additional documentation to demonstrate that the Unit is rented to a Qualified Renter as outlined in this Covenant. The Project Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

2.9 DETERMINATION THAT UNIT IS NO LONGER NEEDED AS A RENTAL UNIT. Should the City determine, based on an independent housing needs assessment, that the Unit is no longer necessary as a rental unit to satisfy the affordable/employee housing needs in the City, the Project Owner may (i) sell the Unit to a Qualified Buyer for Owner Occupancy for such Buyer's personal use, according to the Restrictions on the Sale of Unit to Qualified Buyers for Owner Occupancy provided in Article 3; or (ii) propose an alternate arrangement to the City, which the City may approve or reject in its sole discretion within sixty (60) days after the Project Owner's proposal is submitted to the City. If the City does not make its determination permitting or prohibiting the sale of a Unit or an alternate arrangement within sixty (60) days of the Project Owner's submission of a request therefore, then the sale of the Unit or alternative proposal will be deemed approved. Otherwise, the Park City Housing Authority or its successor shall make the final determination of whether the affordable and housing needs of the City will be best met by the Unit's continuance as an affordable rental or by its availability for Sale to Qualified Buyers as an Owner Occupied Unit.

2.10 INITIAL OWNER IS SUBJECT TO EVENT OF DEFAULT PROVISIONS. Should the Project Owner trigger an Event of Default, the provisions outlined in Article 5, Event of Default, including the enforcement remedies of the City, shall apply to the Project Owner as well as any Unit Owner.

3. COVENANT RESTRICTING SALE OF UNIT TO QUALIFIED BUYERS FOR OWNER OCCUPATION.

3.1 SALE OF UNIT TO QUALIFIED BUYER FOR OWNER OCCUPATION. Should the City determine that the Unit is no longer needed as an affordable rental Unit in accordance with Section 2.9 above, the Project Owner may sell the Unit according to the restrictions in this Article 3 of this Covenant to a Qualified Buyer, and the Unit shall be

owned and used by the Unit Owner as an Owner-Occupied Unit. The covenants and conditions in this Article 3 shall be binding, as applicable and as specified, upon the Project Owner for so long as it is title owner of any Unit or portion thereof and each Unit Owner, including but not limited to provisions detailing the City's Option to purchase the Unit pursuant to Section 3.11 and the City's Right to Purchase Unit in Default of Lien in Section 3.12. The Project Owner; each Unit Owner; each of the Project Owner and Unit Owners' heirs, successors, executors, administrators, devisees and assigns; and all persons acquiring an interest in any Unit, whether or not so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of each holder's interest in the Unit to hold their interest subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with the land. Project Owner and each Unit Owner shall not permit any ownership, use, or occupancy of his or her Unit except in compliance with this Covenant. Any transfer deed conveying an interest in a Unit shall clearly state that it is made subject to these Covenants, including the possibility of reverter to the City pursuant to Article 5 herein, and these Covenants and such possibility of reverter shall be part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance, the validity or enforceability of the City's reverter, or the enforceability of the terms of this Covenants as covenants running with the land binding upon all holders of an interest in the Unit.

3.1.1 PERMITTED TRANSFER. Subject to the other provisions of this Section 3.1.1, Developer may transfer a Unit to a Permitted Transferee, which transfer shall require: (a) prior written notice to the City which discloses the material terms of such transfer, (b) having the Permitted Transferee execute and record an assignment agreement in a form acceptable to the City. The Developer is allowed one (1) transfer of each Unit to a Development Entity (as defined in Section 1.1.1) provided that the monetary consideration for the transfer is limited to an amount not to exceed Five Thousand Dollars ($5,000), upon notice to, but without requiring the consent of, the City. The Developer or a Development Entity may make one additional transfer of each Unit to an Affiliate, provided that (a) the monetary consideration for the transfer is limited to an amount not to exceed Five Thousand Dollars ($5,000); and (b) Developer receives prior written consent from the City, which shall not be unreasonably withheld. The transfer of any Unit to a Development Entity and any approved sale to an Affiliate shall not be subject to the Option provided in Section 3.11. All Permitted Transferees shall agree to assume the obligations of Developer under this Covenant and operate the acquired Unit as a Project Owner. Permitted Transferees shall operate and rent any Units acquired by such Permitted Transferee as a Project Owner in accordance with this Covenant, unless and until such Unit is transferred pursuant to this Section 3.1.1 or to a Qualified Buyer in accordance with Section 2.9 and this Article 3. For the avoidance of doubt, any transfer pursuant to this Section 3.1.1 shall not be used in order to fulfill any additional AUEs or affordable housing requirements for a property other than the Project, and if operated in accordance with this Covenant, the Units shall only satisfy the AUE requirements recognized in the Recitals.

3.2 ADMINISTRATION AND ENFORCEMENT. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents or assigns. The Park City Police

Department is authorized to investigate certain affordable housing violations and to issue citations pursuant to City Code § 8-3-6. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant.

3.3 OWNER OCCUPANCY. Each Unit sold by a Project Owner to a Unit Owner shall be Owner-Occupied unless a Unit Owner shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. Each Unit Owner shall occupy his or her Unit as a Primary Residence.

3.4 OTHER PROPERTY OWNERSHIP IS PROHIBITED. Unless the City gives its prior written consent, each Unit Owner shall not obtain, purchase or otherwise acquire any other direct or indirect interest in real property while the Unit Owner is a Unit Owner; neither the Unit Owner nor any person in the Unit Owner's Household shall establish a trust of which the Unit Owner is a beneficiary, if such trust's corpus contains any other real property.

3.5 LIMITATIONS ON REFINANCING. The Unit Owner shall not under any circumstances obtain any financing or combination of financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed.

3.6 MAINTENANCE. Each Unit Owner and Project Owner shall make all repairs and maintain the Unit Owner's Unit in a safe, sound, habitable and good condition and state of repair. In the case of damage to the Unit, the Unit Owner shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months.

3.7 INSURANCE. To the extent such insurance is not provided by any applicable association of homeowners organized pursuant to a declaration of covenants, conditions, and restrictions governing the Project, each Project Owner and Unit Owner shall continuously insure his or her Unit against all risks of physical loss for the full replacement value of the Unit.

3.8 UNIT RENTAL PROHIBITED; EXCEPTION. Unit Owner shall not rent or lease all or any portion of the Unit, including nightly rentals; provided, however, that only with the prior written consent of the City, Unit Owner may rent or lease the Unit under the following circumstances:

3.8.1 Subject to other zoning and land use regulations, each Unit Owner may rent out a portion of his or her Unit to a roommate for a term of six (6) months or longer, and the amount of respective rent a Unit Owner may charge such roommate per month shall not exceed forty-five percent (45%) of the sum of the mortgage payment, Project association assessments, and utilities owed per month for such Unit.

3.8.2 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit for a period not to exceed twelve (12) months if the Unit Owner is unable to Sell the Unit after ninety (90) days of Reasonable Effort. The option to rent under this Section 3.8.2 shall not be exercised by any Unit Owner more than once.

3.8.3 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit, if the Unit Owner must relocate for a period not to exceed two (2) years for the purpose of employment; for religious, civic, or community service; or for military service.

3.8.4 Other circumstances as may be required by law.

3.9 RESALE OF UNIT. Unit Owner and the Project Owner shall send Notice to the City of the Project Owner's or such Unit Owner's intent to Sell a Unit (the date of such Notice to the City shall be the "***Offer Date***"). Except for any sale or other transfer to a Permitted Transferee by the Project Owner, the Project Owner and Unit Owner shall not Sell any interest in a Unit until the earlier of (i) the expiration of the Option Period without receipt of an Exercise Notice from the City, (ii) the date of an Exercise Notice notifying the Unit Owner that neither the City nor its assign will be exercising its rights under the Option, or (iii) sixty (60) days after receipt of an Exercise Notice if the Sale to the City or its assign has not yet closed by that date.

3.10 COVENANT TO RESTRICT SALES TO QUALIFIED BUYERS. Except as (i) otherwise previously agreed to by the City in writing, (ii) allowed by Section 3.1.1, 3.11, 3.12.7, or 3.13, or (iii) provided for by amendment to this Covenant, the Units shall only be sold to (a) Qualified Buyers who agree to use their respective Units as an Owner-Occupied Primary Residence or (b) the City.

3.11 OPTION TO THE CITY. The City may only assign its Option to a Qualified Buyer or to another governmental entity or non-profit entity engaged in providing affordable housing. If the City elects to exercise its Option or assigns the Option, the City or its assign shall complete the acquisition of a Unit within sixty (60) days of the date of the Exercise Notice; provided that any lack of cooperation by the Project Owner or Unit Owner in measures reasonably necessary to effect the sale shall extend such sixty-day period by the length of the delay caused by such lack of cooperation. The City shall promptly give the Project Owner or Unit Owner written notice of the lack of cooperation and the length of the extension added to the sixty-day period. If (i) the Option Period expires without receipt of an Exercise Notice by the Unit Owner or Project Owner; (ii) the Unit Owner or Project Owner receives an Exercise Notice that neither the City nor its assign will be exercising its rights under the Option; or (iii) sixty (60) days (or such longer period set forth by notice of lack of cooperation pursuant to the preceding sentence) expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, the Option shall automatically terminate with respect to such Sale or offering for Sale without the need for further Notice or documentation.

3.12 RIGHT TO PURCHASE UNIT IN DEFAULT OF LIEN.

3.12.1. Whenever all or a portion of the principal sum of any obligation secured by a lien or mortgage on the Unit has, prior to the maturity date fixed in the obligation, become due or been declared due by reason of a breach or default in the performance of any obligation secured by the lien or mortgage, including a default in the payment of interest or of any installment of principal, or by reason of failure of the Project Owner or Unit Owner to pay, in accordance with the terms of the applicable agreement or legal document, taxes, assessments, premiums for insurance, or advances made by the Secured Creditor in accordance with terms of the obligation or of the applicable agreement or legal document, it shall be considered an Event of Default under this Covenant, and the Secured Creditor shall notify the City and any Senior Secured Creditor in the event of any default for which such Secured Creditor intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "***Foreclosure Notice***"), which notice shall be sent to the City as set forth in this Covenant, and to any Senior Secured Creditor as set forth in such Senior Secured Creditor's mortgage, not less than ninety (90) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Project Owner and each Unit Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by a Secured Creditor to the City pursuant to this Covenant.

3.12.2. The Project Owner, each Unit Owner, and each Secured Creditor agree that before a deed of trust sale or judicial foreclosure may be exercised, the City shall have an option to purchase the Unit at the Applicable Foreclosure Price (defined below) for ninety (90) days from the date the City receives the Foreclosure Notice (the "***Right to Purchase Unit in Default***"). In the event that the City intends to exercise its Right to Purchase Unit in Default, the City or its designee shall purchase the Unit within ninety (90) days of receipt of such Foreclosure Notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Secured Creditor's mortgage, together with the outstanding principal balance(s) of any note(s) secured by Senior Secured Creditors plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated in accordance with Section 3.14 below) (the "***Mortgage Satisfaction Amount***"), and (ii) the Maximum Resale Price (which may be less than the purchase price paid for the Unit by the Unit Owner or the Project Owner) (the greater of (i) and (ii) above in this Section 3.12.2 shall mean the "***Applicable Foreclosure Price***").

3.12.3. In the event that the foreclosing Secured Creditor conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Unit is sold for a price in excess of the Applicable Foreclosure Price, such excess shall be paid to the City to use for its affordable housing purposes after (i) a

final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Unit, that the City is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the City. To the extent that the Project Owner or the Unit Owner possesses any interest in any amount which would otherwise be payable to the City under this Section 3.12.3, to the fullest extent permissible by law, the Project Owner and each Unit Owner hereby assigns its interest in such amount to the foreclosing Secured Creditor for payment to the City.

3.12.4. Each Project Owner or Unit Owner shall send Notice to the City of any default under obligations secured by a lien on such Project Owner or Unit Owner's Unit.

3.12.5. The Project Owner and Unit Owner shall provide any further consents necessary to allow each Secured Creditor to provide the City or its designee with the information and amounts necessary to cure any default or exercise the Right to Purchase Unit in Default.

3.12.6. The Project Owner and each Unit Owner hereby assigns the City all of the Project Owner and each Unit Owner's rights to cure the default as are provided to the Project Owner or Unit Owner by law or the applicable loan documents; provided the City shall have no obligation to cure such. If the City elects, in its sole discretion, to cure any such defaults, it shall regain title to the Unit either from the Project Owner or Unit Owner or from the Secured Creditor, if title to the Unit has passed to the Secured Creditor and to the extent the Project Owner or Unit Owner would be allowed to cure such default by law or the loan documents, at the Applicable Foreclosure Price.

3.12.7. If (i) the City receives timely Foreclosure Notice and (ii) and the City declines to exercise its Right to Purchase Unit in Default, then the Secured Creditor may initiate a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit, and may Sell the Unit, provided that conditions (i) and (ii) in this Section 3.12.7 were met, to a non-Qualified Buyer and upon such sale, all deed restrictions in this Covenant shall be deemed removed with respect to the Unit. Proceeds of the initial Sale of a Secured Creditor conducted under this Section 3.12.7 shall be subject to Section 3.12.3.

3.13 SALE TO A NON-QUALIFIED BUYER. If after using Reasonable Efforts for a period of ninety (90) days, a Unit Owner is unable to sell that Unit, such Unit Owner shall send Notice to the City and may request that the City either (i) purchase that Unit at a price mutually agreed upon by such Unit Owner and the City, but in no event more than the Maximum Resale Price, or (ii) give written approval permitting the Sale of that Unit, subject to the terms of this Covenant, to a Non-Qualified Buyer.

3.14 MAXIMUM RESALE PRICE. In no event shall the Unit Owner or Project Owner Sell a Unit for more than the Maximum Resale Price. The Maximum Resale Price for sale of a Unit by the Unit Owner, or for purposes of calculating the Applicable Foreclosure Price, shall be the amount paid by such Owner for the Unit (or the Purchase Price specified in Section 1.26.1, if greater) (i) *plus* an increase of three percent (3%) per year, compounded annually, from the date of such Unit Owner's purchase of the Unit until the date of such Unit Owner's Offer Date, prorated for partial years; (ii) *plus* Permitted Capital Improvements, if applicable, in an amount no greater than five percent (5%) of the Purchase Price paid by the selling Unit Owner (or 5% of the Purchase Price specified in Section 1.26.1, if greater), and depreciated on a straight line basis, ten percent (10%) per year for ten (10) years; (iii) *minus* any reductions in price pursuant to Section 4.2; (iv) *plus* reasonable real estate commissions but only if (a) (1) the Option Period expires without receipt of an Exercise Notice by the Unit Owner, (2) the Unit Owner receives Exercise Notice that neither the City nor its assign will be exercising its rights under the Option, or (3) sixty (60) days expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, and (b) the Option automatically terminates with respect to such Sale or offering for Sale. For a sale by a Project Owner to the initial Unit Owner the purchase price paid by the Developer for each Unit shall be deemed to be the sum of $310,802[†] and the period of ownership shall begin with the date that a certificate of occupancy is issued with respect to the Unit. Real estate commissions, seller's closing costs, and Capital Improvements that are not Permitted Capital Improvements shall not be included in the Maximum Resale Price. Nothing in this Covenant shall be construed to constitute a representation or a guarantee by the City that any sale of a Unit by a Unit Owner or the Project Owner shall obtain the Maximum Resale Price.

3.15 TRANSFER OF TITLE. Unless otherwise provided herein, the Project Owner and each Unit Owner shall not enter into or execute any transaction that Sells any interest in a Unit without the prior written consent of the City.

3.16 NON-COMPLYING SALES OR TRANSFERS. Any Sale or transfer of the Unit without the written consent of, or notice to, the City in accordance with the terms of this Covenant, including, without limitation, any Sale or transfer wherein the Qualified Buyer obtains any financing or multiple financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed, shall be voidable at the option of the City. The Unit Owner or Project Owner, as the case may be, shall be liable for all costs and attorney's fees incurred in setting aside any non-complying Sale or transfer of his or her Unit.

3.17 NO DISCRIMINATION. The Project Owner or Unit Owner shall not discriminate against any person in the Sale of a Unit because of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age, familial status, source of income, Disability, genetic information, sexual orientation, gender identity or protected expressions. The Project Owner or Unit Owner shall take such action with respect to this Covenant as may be required to ensure full compliance with applicable local, state, and federal laws prohibiting discrimination.

[†] Calculation of sale price subject to change to reflect actual HOA fees for the Units.

3.18 ANNUAL COMPLIANCE REPORT. The Unit Owner shall provide the City with an Annual Compliance Report, *Park City Affordable Housing Affidavit for Owner-Occupied Units* (Exhibit E), by June 30 of each year. The Annual Compliance report shall be accompanied by a signed affidavit by the Unit Owner certifying that such Unit Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Unit Owner does not discharge the obligations of such Unit Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that each Unit Owner uses that Unit Owner's Unit as a Primary Residence and is otherwise in compliance with all terms of this Covenant, and each Unit Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

4. PHYSICAL CONDITION OF UNITS

4.1. CHANGES AND/OR CAPITAL IMPROVEMENTS. No substantial or non-cosmetic changes or capital improvements valued at more than $1,000 may be made to the Unit without the prior written approval of the City.

4.2. MINIMUM STANDARDS OF PHYSICAL CONDITION. The Project Owner and Unit Owner are required to maintain a minimum standard of physical conditions, as set forth in Exhibit C – Minimum Standards, for the Unit in order to receive the Maximum Resale Price. Sixty (60) days prior to any sale of the Unit, the City or a designee will conduct an inspection and provide a list to the Project Owner or Unit Owner as to the items that need to be remedied prior to closing to bring the Unit to minimum standards. If said inspection reflects items that do not meet the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price pursuant to Exhibit C, the Project Owner or Unit Owner shall be required to either bring the Unit to minimum standards or an equal cost will be deducted from the Maximum Resale Price. If the Unit meets the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price, the Unit may be sold for the Maximum Resale Price. The City will determine the Maximum Sales Price according to the formula set forth in Section 3.14, above.

5. EVENTS OF DEFAULT

5.1. IT IS A CRIMINAL OFFENSE TO DISREGARD THE RESTRICTIONS HEREIN. Each Project Owner and each Unit Owner, by acquiring the Unit, is deemed to acknowledge Ordinance 14-47 and Park City Municipal Code section 8-3-6, each as amended, which establish that it is a crime to commit affordable housing fraud. Ordinance 14-47 was ratified to "ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers . . . and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements." Any violation of Ordinance 14-47 and Park City Municipal Code section 8-3-6 as amended in connection with any Unit is an Event of Default, and the responsible party is subject to criminal prosecution.

5.2. EVENT OF DEFAULT. Noncompliance with any part of this Covenant constitutes an Event of Default. Events of Default shall include but are not limited to: (a) rental of all or a portion of the Unit that violates the provisions of Section 2 without prior written consent of the City; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using a Unit as an Owner-Occupied Primary Residence or for rental to a Qualified Renter; (d) failure to pay the monetary penalties of Section 5.3; (e) failure to submit the Annual Compliance Report required by Sections 2.8 or 3.18; (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit; or (g) using the Unit for purposes other than as an affordable Unit for a Qualified Renter or an Unit for a Qualified Buyer.

5.2.1. Rental of any Unit on a nightly or weekly basis shall constitute an automatic Event of Default. Notwithstanding the cure period under Section 5.3, following a Notice from the City to a Project Owner or Unit Owner of an Event of Default, the City may charge any Project Owner or Unit Owner that rents that Unit Owner's Unit on a nightly or weekly basis, automatic fines of up to the greater of $500 per day or the rate charged for rental of the Unit per night.

5.3. MONETARY PENALTIES. Upon written Notice from the City to the Project Owner or Unit Owner of an Event of Default, the Project Owner or Unit Owner shall have thirty (30) days to cure such noncompliance. If the Project Owner or Unit Owner does not cure the Event of Default within thirty (30) days, the City may assess monetary penalties against the Project Owner or Unit Owner of up to two-hundred and fifty dollars ($250.00) per day beginning on the thirty-first (31) day after Notice of the Event of Default.

5.4. CITY TO MAINTAIN A POSSIBILITY OF REVERTER. If the Project Owner or Unit Owner does not cure an Event of Default within sixty (60) days, then the City may initiate the process of obtaining title to the Unit as further described in this paragraph. The City shall send Notice to the Project Owner or Unit Owner that contains the specific Event(s) of Default, the dates of such noncompliance, a record of other Notices sent regarding such Event(s) of Default, and that notifies the Project Owner or Unit Owner of an informal hearing before the City Council to take place within sixty (60) days of such Notice, at which the Project Owner or Unit Owner may present evidence or call witnesses. After such Notice and informal hearing, the City Council shall issue a final ruling within sixty (60) days of the hearing which shall make a finding as to the Project Owner or Unit Owner's Event(s) of Default. Upon a final ruling of an Event of Default against such Project Owner or Unit Owner, the occurrence of such condition subsequent shall trigger the City's right to title in fee simple to the Project Owner or Unit Owner's Unit, and, upon the exercise of such right by the City, title will revert to and become revested in the City, and such title will be revested fully and completely in it, and the City will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the City's exercise of its reversionary interest, the City shall repay, or cause to be repaid any outstanding debt or obligation incurred by the Project Owner or Unit Owner who is the then current holder of fee title to the Unit for the acquisition of the Unit to the extent such debt or obligation

is secured by a recorded lien against the Unit. Upon successful closing of a Sale of the Unit from such Project Owner or Unit Owner to the City or its assign pursuant to Section 5.5, any reversionary interest of the City granted by this Section 5.4 shall terminate in regards only to that specific finding of Event of Default. If the City pays, or causes to be paid, pursuant to this Section 5.4, amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the City may seek a deficiency judgment against such Project Owner or Unit Owner for the difference between the amount paid and the Maximum Resale Price.

5.5. RIGHT TO PURCHASE. Upon a finding of an Event of Default by an informal hearing conducted by the City Council as described in Section 5.4, the Project Owner or Unit Owner shall offer to sell the Unit to the City at or below the Unit's Maximum Resale Price. Upon such finding of an Event of Default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 5.4, to exercise or assign its right to purchase pursuant to this Section 5.5, or to seek any other remedy provided to it at law or in equity.

5.6. REMEDIES NOT EXCLUSIVE. No remedy conferred by any of the specific provisions of this Covenant is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

6. GENERAL PROVISIONS

6.1. TERM OF COVENANT. The term of this Covenant shall commence as of the Effective Date set forth above and shall continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Unit is no longer necessary to satisfy the affordable or employee housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one or more additional consecutive ten (10) year terms.

6.2. AMENDMENTS. Any amendments or modification to this Covenant in whole or in part must be made in writing and agreed to by the then current holder of fee title and the City and must be recorded with the Recorder of Wasatch County, Utah. Amendments or modifications to this Covenant may be made to affect the individual Unit only, and such amendments or modifications shall be effective only when made by writings signed by the by the then current holder of fee title to the Unit specified in such modification or amendment at the time of the amendment or modification and the City and recorded with the Recorder of Wasatch County, Utah. The City may unilaterally modify the Covenant to provide clarification to any provisions that may be subject to differing interpretations, to correct any errors identified, or where the City deems such modification or

amendment necessary to effectuate the purposes and intent of the Covenant or bring this Covenant in compliance with applicable City Code or State of Utah or federal law and where such modification does not in the City's reasonable discretion materially impair the rights of the then current fee title owner or any Secured Creditor.

6.3. NO WAIVER. No waiver of any Event of Default or breach of this Covenant shall be implied from any omission by the City to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver, and then the waiver shall be operative only for the time and to the extent therein stated. Waivers by the City of any covenant, term or condition contained in this Covenant shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by either Party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

6.4. WAIVERS. The Project Owner and each Unit Owner hereby waives any defenses, rights, or remedies that each might otherwise assert against the City in connection with: (a) the application of the rule against perpetuities to this Covenant; or (b) any claim that the Covenants recorded against the Unit are not real covenants running with the land. This waiver shall be binding upon the successors and assigns of each of the Project Owner and Unit Owner and inure to the benefit of the successor and assigns of the City.

6.5. DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying a Unit to a Qualified Buyer, provided such conveyance was made in accordance with the requirements of this Covenant, including proper notice or consent rights of the City, the transferor of such Unit shall have no further liability under this Covenant respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor and excepting any outstanding fines or penalties due to the City hereunder and incurred during transferor's ownership of the Unit.

6.6. SALE AGAINST OWNER'S WILL. Without in anyway limiting the remedies and enforcement provisions granted the City by Sections 3.12, 5.4, and 5.5, nothing in this Covenant shall be interpreted to require the Project Owner or a Unit Owner to Sell a Unit against such Project Owner or Unit Owner's will.

6.7. SEVERABLE OBLIGATIONS AND LIABILITIES. Different individuals and entities may eventually own the Units. Each Project Owner and Unit Owner of a Unit shall not be liable to the City for any default, or encumbered by the obligations or liabilities incurred, by any other Project Owner or Unit Owner pursuant to this Covenant.

6.8. NOTICES. Any and all Notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries. Service by mail or courier shall be conclusively deemed made on the first

business day delivery is attempted. Each Party to this Covenant may change their respective addresses for the purpose of receiving Notice by a written Notice to the other Parties.

Notice to a Unit Owner or Project Owner shall be sent to the address on file with the Office of the Recorder of Wasatch County, Utah.

Notice to the Initial Project Owner shall be addressed to the following address or to the address on file with the Office of the Recorder of Wasatch County, Utah:

DEER CREST ASSOCIATES I, L.C.
1375 Deer Valley Drive, Suite 105,
Park City, Utah 84060
Attn: Bill Fiveash

Any Notice or demand to the City shall be addressed to the City at the following address:

PARK CITY MUNICIPAL CORPORATION
PO Box 1480; 445 Marsac Avenue
Park City, Utah 84060-1480
ATTN: City Recorder and Housing Office

6.9. SEVERABILITY. If any term, provision, covenant or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Covenant shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such remaining provisions. In the event that all or any portion of this Covenant is found to be unenforceable, this Covenant or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Covenant or that portion which is found to be unenforceable.

6.10. ATTORNEYS' FEES. If any Party, including any Unit Owner, shall take or defend against any action for any relief against another party arising out of this Covenant, the prevailing Party in such action or defense shall be entitled to reimbursement by the other Party for all costs including but not limited to reasonable attorneys' fees and court costs incurred by the prevailing Party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

6.11. CHOICE OF LAW. This Covenant shall be governed and construed in accordance with the laws of the State of Utah.

6.12. SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the Parties.

6.13. THIRD PARTY BENEFICIARY. The benefit of this Covenant shall run to the City personally and is not intended to, and does not, confer enforcement rights on any third parties.

6.14. PARAGRAPH HEADINGS. Paragraph or section headings within this Covenant are inserted solely for convenience of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

6.15. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

6.16. COVENANTS RUN WITH LAND. The City intends, declares, and covenants on behalf of itself, all future owners of the Units, and all parties that obtain any interest in the Units that this Covenant and the restrictions set forth herein regulating and restricting the rent, use, occupancy and transfer of the Units shall be covenants running with the land and improvements constituting the Units for the benefit of the City and shall encumber the Units and shall be binding upon all subsequent assigns of the Project Owner of the Units and each Unit Owner of the Units and any other party with an interest in the Units.

6.17. INTEGRATION. This Covenant constitutes the entire Covenant between the Parties with respect to the matters set forth herein.

6.18. INTERPRETATION. The terms of this Covenant shall be interpreted so as to avoid speculation on the Units and to ensure to the extent possible that the Unit Maximum Rent or the Unit Maximum Resale Price remains affordable.

6.19. SUPERIORITY OF COVENANT. The Project Owner and each Unit Owner acknowledges that each have not and will not execute any other covenants or agreements with provisions contradictory to or in opposition to the provisions of this Covenant and that this Covenant is controlling as to rights and obligations between and among the Project Owner, the Developer, the City, and each Unit Owner related to the Units.

6.20. NO CITY LIABILITY. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Project Owner or the Unit Owner against any loss.

6.21. COUNTERPARTS. This Covenant may be executed in several counterparts, all of which together shall constitute one binding Covenant on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

6.22. RECORDATION AND SUBSEQUENT PHASES. Upon execution of this Covenant, the Developer shall cause this Covenant to be recorded in the public records of the County Recorder of Wasatch County, Utah simultaneously with the recording of the Plat and against Units which are to be constructed in the first phase of the Project and shall pay all fees and charges incurred in connection therewith. The Developer shall (a) cause this Covenant to be recorded against the Units in future phases of the Project upon the recordation of condominium plats for such phases, (b) immediately following the recordation of the condominium plat for each future phase the Developer shall transfer to the City, by deed, the condominium unit(s) in such phase that will be subject to this Covenant, and immediately thereafter the City shall transfer back to the Developer, by deed, the condominium unit(s) so transferred in order to restore ownership to the Developer, and (c) following such exchange of deeds this Covenant shall be recorded against the affordable Units being added in such phase. Prior to recordation of this Covenant against the Units Developer shall cause (i) the condominium units becoming subject to this Covenant to be free and clear of all security instruments (deeds of trust or mortgages), or (ii) if this Covenant and transfer deeds are recorded against one or more subsequent phases that are the subject of one or more security instruments, the Developer shall cause this Covenant to be recorded together with a subordination agreement, subordinating the lien of any security instrument to this Covenant and consenting to the transfer deeds. Developer agrees that until this Covenant has been recorded against the property that will be developed as Phases II and III of the Project, Developer will not cause or allow any security instruments to be recorded against such property without first obtaining the prior written consent of the City, which shall not be unreasonably withheld or delayed.

6.23. DEVELOPER'S CERTIFICATION. By execution of this Covenant the Developer certifies as to the following:

6.23.1 Developer is duly and validly organized and is in good standing under the laws of the State of Utah.

6.23.2 Developer has the requisite power and authority and has received any necessary lender or internal consents to own the Units, to enter into this Covenant, and to operate the Units according to the terms of this Covenant.

6.23.3 The person named below and signing on behalf of Developer has received all necessary approvals and is duly authorized to bind Developer to all of the terms and conditions found in this Covenant.

6.23.4 To the best of its knowledge and belief, the execution and delivery by the Developer of this Covenant, and the consummation of the transactions described herein, do not conflict with or result in a breach of any of the terms, provisions or condition of any agreement or instrument to which Developer may be bound, or of any order, law, rule or regulation of any court or governmental body or administrative agency having jurisdiction over the Developer or the Project.

6.23.5 This Covenant is intended to a legal, valid and binding obligation of Developer, enforceable in accordance with the terms herein.

6.23.6 The execution of this Covenant and its enforceability as a covenant running with the land, when recorded in the public land records of Wasatch County, Utah, does not require any additional notice or filing or the consent or approval of any partner, officer, or any other party, except those notices and filings which have heretofore been made and delivered to the City.

6.23.7 There is no litigation, action, or suit pending against or affecting or involving the Developer or the Project which would materially and adversely affect the ability of the Developer to operate the Units in accordance with this Covenant.

6.23.8 To the best of Developer's knowledge, there is no default existing, or any condition existing which, with the passage of time, or the giving of notice, or both, would result in a default of the due performance or observance of any material obligation, agreement, covenant, or condition contained in any contract, indenture, mortgage, loan agreement, lease or other document binding upon the Developer or the Units which would materially and adversely affect the ability of the Developer to operate the Units in accordance with this Covenant.

6.23.9 The Developer has the right and authority to enter into this transaction as contemplated by this Covenant, including each Recital, and to restrict use of the Units, and the Units shall be bound by the terms herein. There are no Encumbrances on the Project except for those Encumbrances listed on Exhibit F hereto. As used in this Section 6.23.9, "Encumbrances" shall mean any lien, easement, right of way, roadway (public or private), declaration, condition, covenant, or restriction (including any declaration, condition, covenant, or restriction in connection with any condominium development or cooperative housing development), lease or other matter of any nature that would affect title to the Units or that would affect the ability of the City to enforce the terms and conditions of this Covenant.

6.24. AUE REQUIREMENT. The Developer recognizes and agrees that the fulfillment of any AUE requirement related to the Property is conditional on the Units being rented to Qualified Renters for not more than the Maximum Rent or sold in accordance with the terms herein. In the event any subsequent Project Owner fails to operate the Units as AUEs pursuant to this Covenant, City may require such Project Owner to provide replacement AUEs in the amount which had previously been fulfilled by any Unit to which this Covenant is no longer enforceable.

6.25. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPER, FOR SO LONG AS IT OWNS ONE OR MORE OF THE UNITS AND, THEREAFTER, EACH SUBSEQUENT PROJECT OWNER OTHER THAN

DEVELOPER, SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, MEMBERS, SERVANTS, EMPLOYEES, AFFILIATES, SUCCESSORS, REPRESENTATIVES, OFFICERS AND DIRECTORS (COLLECTIVELY "INDEMNIFIED ENTITIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, ATTORNEYS' FEES, AND CAUSES OF ACTION ARISING OUT OF OR RESULTING FROM THIS COVENANT, THE PROJECT, OR THE CITY'S ENFORCEMENT OF THE TERMS HEREIN AGAINST EITHER THE PROJECT OWNER OR THE DEVELOPER. SHOULD ANY PROJECT OWNER FAIL TO OPERATE THE PROJECT AS AUES IN FULFILLMENT OF THE DEVELOPER'S AUE REQUIREMENTS SPECIFIED HEREIN, SUCH PROJECT OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ALL COSTS, EXPENSES, AND ATTORNEYS FEES INCURRED IN ENFORCING THE AUE REQUIREMENTS OF DEVELOPER INTENDED TO BE FULFILLED BY THE OPERATION OF THE PROJECT IN ACCORDANCE WITH THIS COVENANT. THE OBLIGATIONS OF DEVELOPER (SO LONG AS IT OWNS A UNIT) AND ANY OTHER PROJECT OWNER PURSUANT TO THIS SECTION 6.25 SHALL BE JOINT AND SEVERAL.

IN WITNESS WHEREOF, the undersigned have executed this Covenant as of the Effective Date.

CITY:

Park City Municipal Corporation,
a Utah municipal corporation

By: Nan Worel
Name: Nan Worel
Its: Mayor

Attest:

Michelle Kellogg
City Recorder

Approved as to Form:

Mark D. Harrington
City Attorney

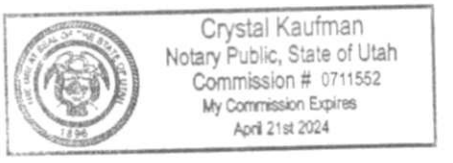
ACKNOWLEDGEMENT

STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 29th day of June 2022, by Nan Worel, in her capacity as Mayor of Park City Municipal Corporation, a Utah municipal corporation.

Crystal Kaufman
NOTARY PUBLIC
Residing at: 445 Marsac Ave

My Commission Expires:
April 21st 2024



DEVELOPER:

Deer Crest Associates I, L.C., a Utah limited liability company

By: _____
Name: Bill Fivecash
Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF)
):ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 28 day of June 2022, by Bill Fivecash, in his capacity as a authorized signatory of Deer Crest Assoc I LC.

_____
NOTARY PUBLIC
Residing at: Kamas, UT

My Commission Expires: 10/25/22

Notary Public - State of Utah
RUTH MATHER
Comm. #703060
My Commission Expires
October 25, 2022

Signature Page to Deed Restriction for Affordable Units at Founders Place Condominiums
S-2

EXHIBIT A

The following described real property is located in Wasatch County, Utah:

Legal Description of the Property

Units WH-1, WH-2, WH-3, and WH-4 Founders Place Condominiums, together with the undivided interest in the common areas and facilities appurtenant to such Units, according to the official plat thereof on file and of record in the Wasatch County, Utah Recorder's Office.

Tax Parcel No. _____

Tax Parcel No. _____

Tax Parcel No. _____

Tax Parcel No. _____

EXHIBIT B

PERMITTED CAPITAL IMPROVEMENTS

1. The term "Permitted Capital Improvement" as used in the Covenant shall only be allowed as they are consistent with the CCRs and design guidelines and shall only include the following:
    a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements.
    b. Improvements for energy and water conservation;
    c. Improvements for the benefit of seniors and/or handicapped persons;
    d. Improvements for health and safety;
    e. Addition of health protection devices (such as an exhaust system for the demonstrated existence of radon gas);
    f. Improvements to add and/or finish permanent/fixed storage space; and/or
    g. Improvements to finish unfinished space.

2. Permitted Capital Improvements as used in this Covenant shall NOT include the following:
    a. Jacuzzis, saunas, steam showers and other similar items;
    b. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
    c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit and/or improvements required to repair and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, and other similar items, unless replacement is energy efficient or for safety and health reasons.

3. All Permitted Capital Improvement items and costs shall be approved by the City or its Designee in writing prior to construction in order to be added to the Maximum Resale Price at the time of resale subject to depreciation as defined in Section 3.14. Permitted Capital Improvements are not included in the additional 3% calculation in Section 3.14(i). Capital Improvements must remain with the Unit and are limited to five percent (5%) of the Purchase Price paid by the current owner. Capital Improvements shall be depreciated on a straight line basis, ten percent (10%) per year for ten (10) years. In order to get credit for Permitted Capital Improvement where a building permit is required, the improvement will not be counted unless it received a final inspection and is considered completed by the City Building Department.

EXHIBIT C

MINIMUM STANDARDS FOR SELLER TO RECEIVE FULL RESALE VALUE

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances that existed in the original Unit, remain and are in good working order and good condition

DEFINITIONS:

Clean Unit: All rooms will be cleaned as stated below:

Kitchen:

- Range – Inner and outer services will be cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer – Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops – Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal – Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher – Must be in working order and inner and outer surfaces shall be clean.

Blinds, Windows, Screens:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades – Will be clean.
- Windows – All window surfaces, inside and outside of the window glass, shall be clean.
- Screens – Screens will be clean and in place with no holes or tears.

Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.

Bathrooms:

- Bathtub, Shower Walls, Sinks – Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet – Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile – All tile and grout will be clean.
- Mirrors and Medicine Cabinets – Mirrors and medicine cabinets shall be cleaned inside and out.
- Shelves and/or Other Cabinetry – All other shelving or cabinetry shall be cleaned inside and out.

Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.

Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations. Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean

Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.

Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.

Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.

EXHIBIT D

Park City Affordable Housing Affidavit For Rented Units

State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ *[name of Notary before whom affidavit is sworn]*, on this _____ *[day of month]* day of _____ *[month]*, 20____, personally appeared _____ *[name of affiant]*, known to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ *[his or her]* oath, deposes and says:

I currently own the property at _____(street address) which is a deed restricted home for affordability. I am fully aware of the restrictions and am to the best of my knowledge in compliance. I verify that I am currently renting it to a qualified individual for $_____ per month.

_____
[signature of affiant]

_____ _____
(printed name of affiant) *(phone)*

_____
[mailing address of affiant, line 1]

_____
[mailing address of affiant, line 2]

Subscribed and sworn to before me, this _____ *[day of month]* day of _____ *[month]*, 20____.

[Notary Seal:]

_____
[signature of Notary]

_____
[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060 by no later than November 29, 2013. rhoda.stauffer@parkcity.org or fax#435-658-9019

EXHIBIT E

PARK CITY AFFORDABLE HOUSING AFFIDAVIT FOR OWNER OCCUPIED UNITS

Park City Affordable Housing Affidavit
For Owner Occupied Units

State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ *[name of Notary before whom affidavit is sworn]*, on this _____ *[day of month]* day of _____ *[month]*, 20____, personally appeared _____ _____ *[name of affiant]*, known to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ *[his or her]* oath, deposes and says:

I currently own my residence at _____ (street address) which is a deed restricted property to preserve affordability. I am fully aware of the restrictions and am to the best of my knowledge in compliance including the requirement for owner occupancy. I verify that I continue to live in it as my primary residence. I have never rented my home even for short periods of time. I have not acquired any direct interest in other real property since my purchase of the deed restricted unit listed above. If approved by the city's housing office to rent to a roommate, please list name, employment and amount of rent charged: _____ _____.*

_____
[signature of affiant]

_____ _____
(printed name of affiant) *(phone)*

_____
[mailing address of affiant, line 1]

_____ _____
[mailing address of affiant, line 2] *(email address)*

Subscribed and sworn to before me, this _____ *[day of month]* day of _____ *[month]*, 20____.

[Notary Seal:]

_____
[signature of Notary]

_____
[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

**Primary Residence is defined as the domicile in which you live for no less than 9 months out of any given 12 month period.*

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060.
Forms may also be emailed to rhoda.stauffer@parkcity.org or faxed to 435-658-9019.

EXHIBIT F

LIST OF ENCUMBRANCES

1. Lien of Taxes, now accruing as a lien, but not yet due and payable Year: 2022.

2. The land described herein is located within the boundaries of Wasatch County, Wasatch County Special Service Districts, Wasatch County Water District, Tax Area 022, and is subject to any assessments levied thereby.

3. Subject to any loss or claim resulting from any erroneous assessment by Wasatch County because portions of the herein described property for Tax No. 00-0021-1977, are situated outside of said described property.

4. Subject to all matters disclosed in the following:

   a. Patent:
   Recorded: April 22, 1929
   Entry No.: 45650
   Book / Page: 10 / 170

   b. Patent:
   Recorded: September 18, 1980
   Entry No.: 120923
   Book / Page: 135 / 501

   c. Patent:
   Recorded: December 11, 1980
   Entry No.: 121670
   Book / Page: 137 / 214

5. Subject to all matters disclosed in the Mineral Surveys 6645, 6979, and 6867.

6. Subject to any loss or claim arising from the incorrect, incomplete or inaccurate abstracting or indexing, or any documents affecting the herein described property by the Wasatch County Recorder's Office.

7. Water rights, claims or title to water, whether or not shown by the public records.

8. Excepting therefrom all oil, gas and minerals and any rights appurtenant thereto.

9. Reservations in favor of the Grantor:

   Grantor: Park City Consolidated Mines Company
   Recorded: October 17, 1990
   Entry No.: 153690
   Book/Page: 222 / 623

   And as shown in that Confirmatory Deed and Assignment:

Recorded: June 02, 1998
Entry No.: 203760
Book/Page: 384 / 450

And as shown in that Confirmatory Deed and Assignment:

Recorded: June 02, 1998
Entry No.: 203761
Book/Page: 384 / 456

10. Memorandum of Agreement, including the terms and conditions thereof:

Between: Park City Consolidated Mines Company, a Utah corporation
And: Deer Crest Associates I, L.C., a Utah limited liability company
Dated: June 28, 1996
Recorded: July 1, 1997
Entry No.: 187887
Book/Page: 325 / 756

11. Findings and Order on Density Determination, including the terms and conditions thereof:

Dated: December 20, 1991
Recorded: December 31, 1991
Entry No.: 158784
Book/Page: 237 / 241

First Amended Findings and Order on Density Determination, including the terms and conditions thereof:

Dated: August 05, 1996
Recorded: August 08, 1996
Entry No.: 188648
Book/Page: 328 / 684

12. Grant of Easements, and the terms and conditions thereof:

Grantor: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Grantee: State of Utah, acting by and through the School and Institutional Trust Lands Administration
Recorded: June 20, 1996
Entry No.: 187675
Book/Page: 324 / 806

13. Grant of Easements, and the terms and conditions thereof:

Grantor: State of Utah, acting by and through the School and Institutional Trust Lands Administration
Grantee: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Recorded: June 20, 1996
Entry No.: 187676

Book/Page: 324 / 816

14. Grant of Easement, and the terms and conditions thereof:

Grantor: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Grantee: Wasatch County, a political subdivision of the State of Utah
Recorded: July 1, 1996
Entry No.: 187883
Book/Page: 325 / 727

First Amendment to Grant of Easement:

Recorded: August 12, 2021
Entry No. : 505507
Book/Page: 1369 / 1893

15. Easement Agreement, including the terms and conditions thereof:
Between: Deer Crest Associates I, L.C., a Utah limited liability company, Grantor
And: Deer Crest Master Association, a Utah non-profit corporation, Grantee
Dated: December 29, 2014
Recorded: May 6, 2015
Entry No.: 411709
Book/Page: 1129 / 711

16. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: July 1, 1996
Entry No.: 187891
Book/Page: 325 / 783

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

17. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: July 1, 1996
Entry No.: 187895
Book/Page: 326 / 78

18. **Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**

Recorded: November 3, 1997
Entry No.: 198235
Book/Page: 363 / 542

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: July 28, 2009
Entry No.: 350749
Book/Page: 996 / 1476

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403160
Book/Page: 1109 / 1452

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403161
Book/Page: 1109 / 1484

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403162
Book/Page: 1109 / 1516

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: January 13, 2016
Entry No.: 420069
Book/Page: 1148 / 1652

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: December 04, 2017
Entry No.: 445946
Book/Page: 1209 / 294

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: January 05, 2018
Entry No.: 447159
Book/Page: 1212 / 163

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

19. **Memorandum of Contribution Agreement, including the terms and conditions thereof:**

    By and between: Deer Crest Associates I, L.C., Deer Hollow Investment LLC, a Delaware limited liability company and Deer Hollow Development Holdings, LLC, a Delaware limited liability company
    Dated: December 12, 2020
    Recorded: January 15, 2021
    Entry No.: 492322
    Book/Page: 1333 / 1845

20. **Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder, including but not limited to severed minerals and/or mine dumps existing on said property.**

21. **Discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.**

22. **Right-of-Way and Easement Grant, and the terms and conditions thereof:**

    Grantor: Deer Crest Associates I, L.C., a Utah limited liability company
    Grantee: Questar Gas Company
    Recorded: June 1, 2000
    Entry No.: 224564
    Book/Page: 464 / 4

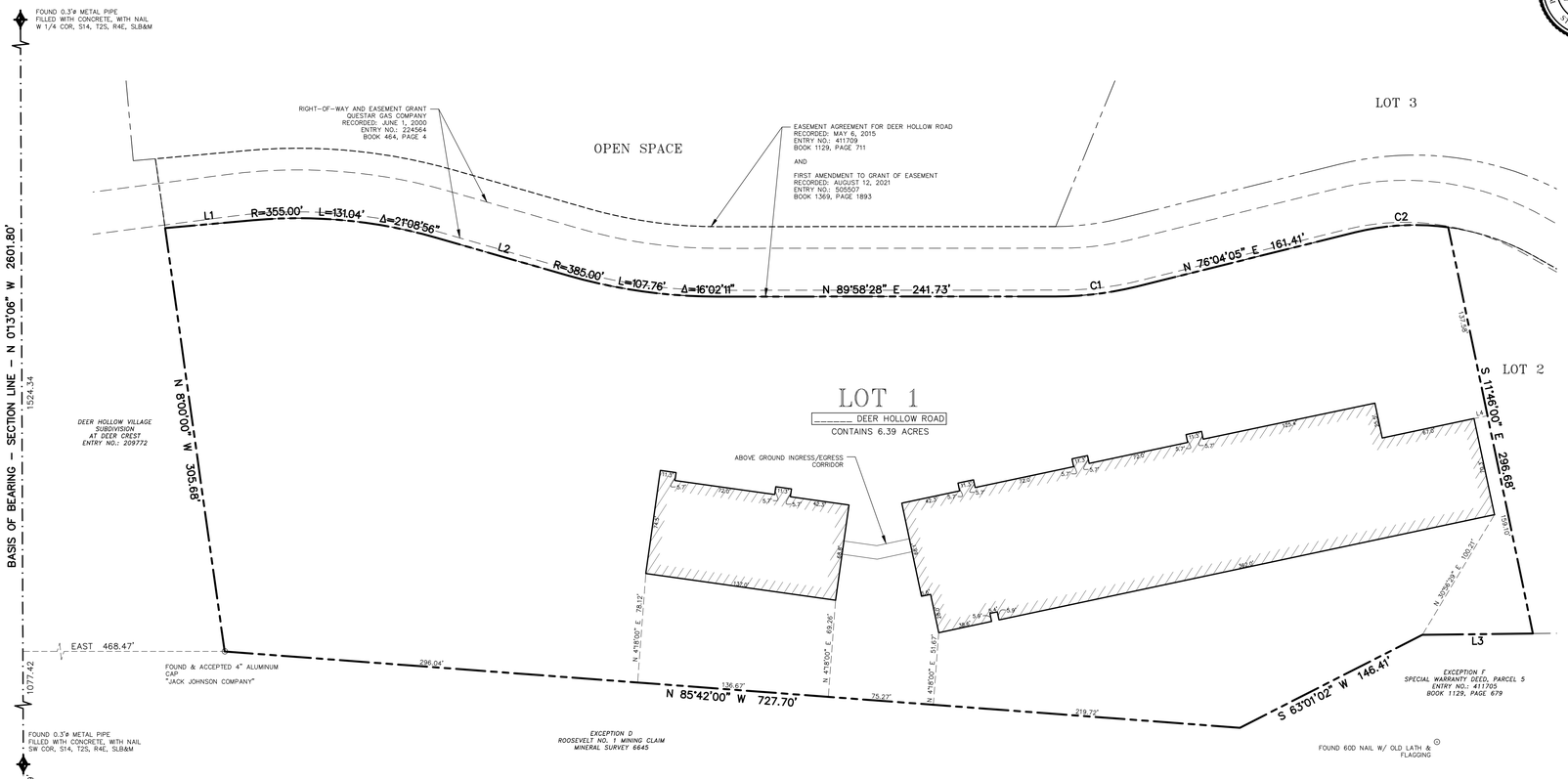
23. **Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat:**

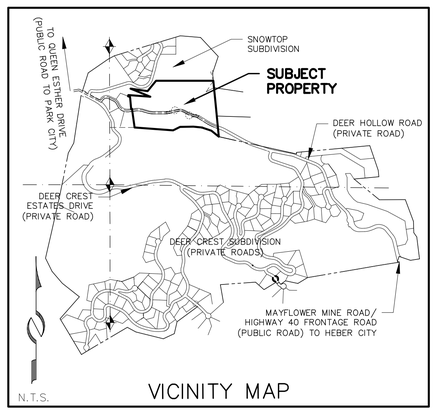
    Recorded:
    Entry No.:
    Book / Page:

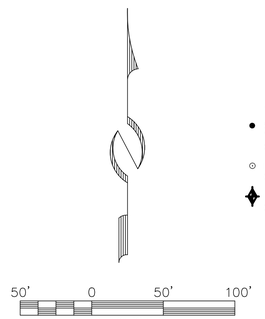
24. **Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**

Recorded:
Entry No.:
Book/Page:

Amended Declaration of Covenants, Conditions and Restrictions:
Recorded:
Entry No.:
Book/Page:







LEGEND

- ● Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)
- ⊙ Found Monument (As-Noted)
- ✦ Found Section Monument (As-Noted)

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 84°51'43" E	63.57'
L2	S 73°59'21" E	99.31'
L3	S 89°18'31" W	78.99'

LINE TABLE		
LINE	DIRECTION	LENGTH
L4	N 78°14'00" E	9.83'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	240.50'	58.37'	13°54'23"
C2	175.00'	66.61'	21°48'35"

SURVEYORS CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that I have caused to be made under my direction and by the authority of the owner, Deer Crest Associates I, L.C., a Utah limited liability company, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

PROFESSIONAL LAND SURVEYOR — No. 4857264 MICHAEL DEMKOWICZ — STATE OF UTAH

LEGAL DESCRIPTION

LOT 1, DEER HOLLOW SUBDIVISION, according to the official Plat thereof on file and of record in the office of the county recorder of Wasatch County, State of Utah.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be divided into lots, and parcels, together with easements as set forth to be hereafter known as FOUNDERS PLACE – PHASE I CONDOMINIUMS and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2021.

Deer Crest Associates I, L.C.
a Utah limited liability company

By: _____

_____
Its Authorized signatory

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2021, _____ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed FOUNDERS PLACE – PHASE I CONDOMINIUMS.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

NOTES

1. The dimensions of the private spaces and square footage calculations are based on drawings by Sparano + Mooney Architecture. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the DECLARATION OF CONDOMINUM FOR FOUNDERS PLACE CONDOMINIUMS ("Declaration"). Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
2. All common structural elements are designed as Common Areas and Facilities, as described in the Declaration.
3. Building ties on this sheet are from the property line to the building foundation as shown.
4. All Common Areas and Facilities are dedicated as non-exclusive easements to Park City Municipal Corporation, Jordanelle Special Service District, Park City Fire Service District, Summit County, and Wasatch County for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
5. Access to the units is by private roads and is not warranted by Park City.
6. Units WH-01, WH-02, WH-03, and WH-04 are deed restricted employee/affordable housing units.
7. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the Lot
8. The Deer Crest Master Owners Association, Inc (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Deer Crest, as amended ("Master Declaration"), requires the membership of each unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
9. Owners and potential buyers of any unit or land within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, mountain bikers and other resort patrons equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that my affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilitieis governed by such owner or agreements with such owner.
10. Deer Hollow Road is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Deer Crest in accordance with the Master Declaration. Deer Crest is not a public road or right-of-way.
11. This plat records a total of ###.### SF of Residential Unit area that is not subject to the Unit Equivalent (UE) formula. The total Residential Unit area is comprised of thirty-two (32) Units.
12. Employee Units WH-01, WH-02, WH-03, and WH-04 are excluded from the total Residential Unit area.
13. Vehicular access through the eastern perimeter controlled access gate and the western perimeter controlled access gate is limited solely to residents and guests and shall otherwise be closed at all times.
14. All construction traffic regardless of vehicular weight is limited to U.S. Highway 40 and the eastern perimeter controlled access gate.
15. Public safety access and utility easements are hereby dedicated for all roads.
16. Permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian/bicycle pathways, including snow removal, shall be the sole responsibility of the property owners and/or homeowners' association, to the reasonable satisfaction of Park City.
17. Park City Municipal Corporation is a third-party beneficiary

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

FOUNDERS PLACE - PHASE I CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

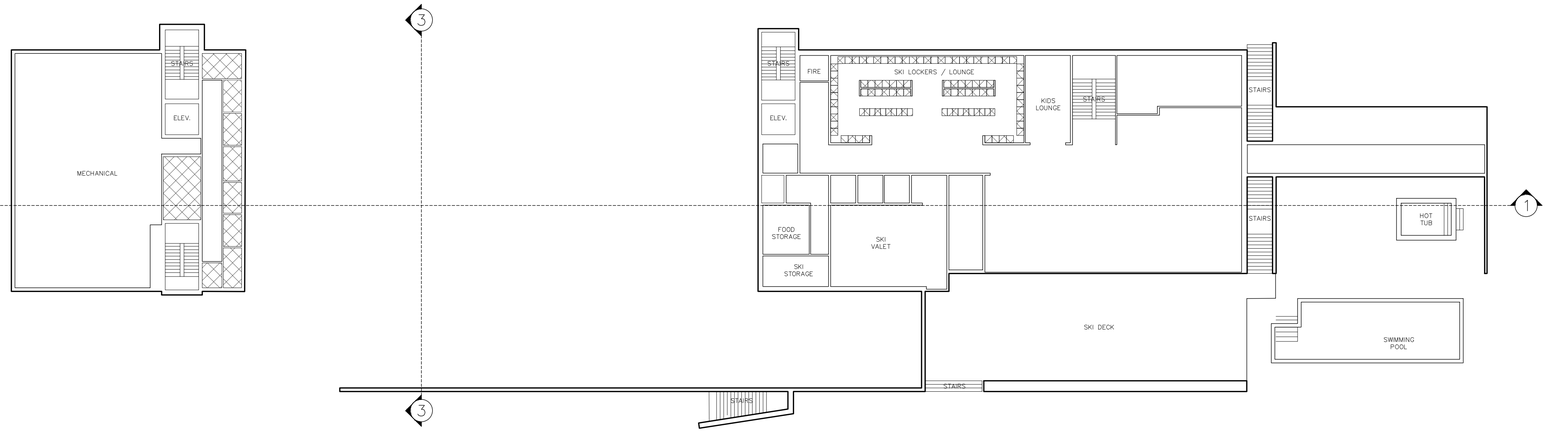
11/16/21 SHEET 1 OF 6

JOB NO.: 6-3-19 FILE: X:\DeerCrest/dwg/srv/plat2021/021021.dwg

PUBLIC SAFETY ANSWERING POINT APPROVAL	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
APPROVED THIS _____ DAY OF _____, 2020	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2020	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 13TH DAY OF NOVEMBER, 2019	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2020	APPROVED AS TO FORM THIS _____ DAY OF _____, 2020	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 5TH DAY OF DECEMBER, 2019	I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THIS 5TH DAY OF DECEMBER, 2019	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
BY _____ SUMMIT COUNTY GIS COORDINATOR	BY _____ S.B.W.R.D.	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR	BY _____ PARK CITY RECORDER	_____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____

LEVEL - 1
SQUARE FOOTAGE TABLE

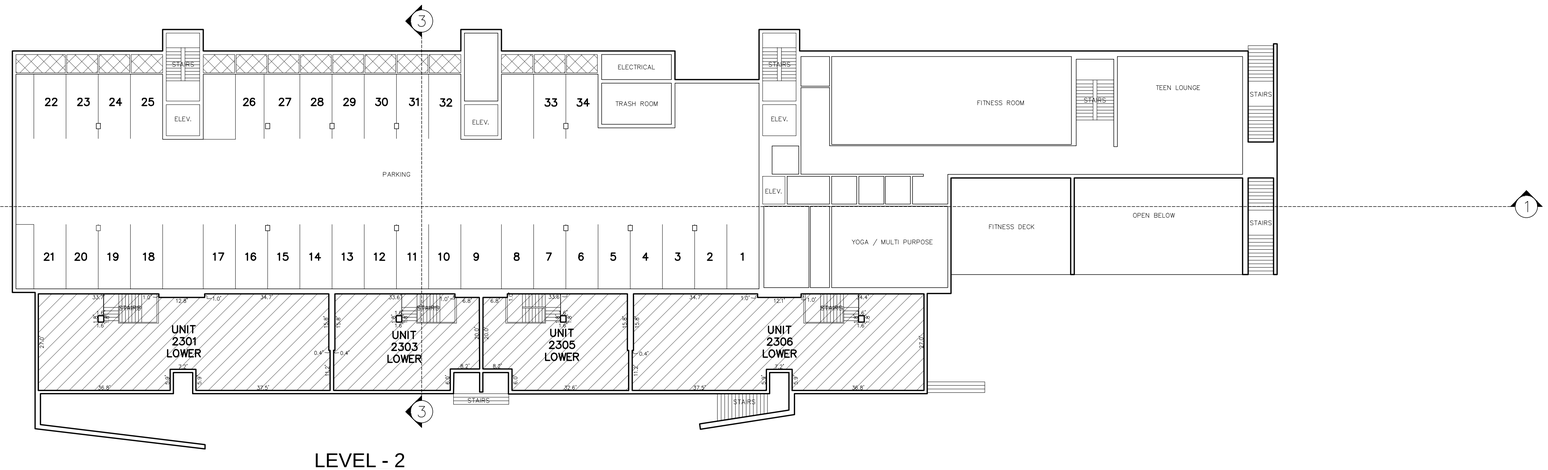
UNIT NUMBER	SQUARE FOOTAGE
–	0 SF
–	0 SF



LEVEL - 1

LEVEL - 2
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
2301 LOWER	2,138 SF
2303 LOWER	1,036 SF
2305 LOWER	1,036 SF
2306 LOWER	2,138 SF



LEVEL - 2

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON

LIMITED COMMON

PRIVATE OWNERSHIP

(435) 649-9467

Alliance Engineering Inc

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

FOUNDERS PLACE - PHASE I CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

20' 0 20' 40'

ARCH D (24x36) 1"=10'

11/16/21 SHEET 2 OF 6

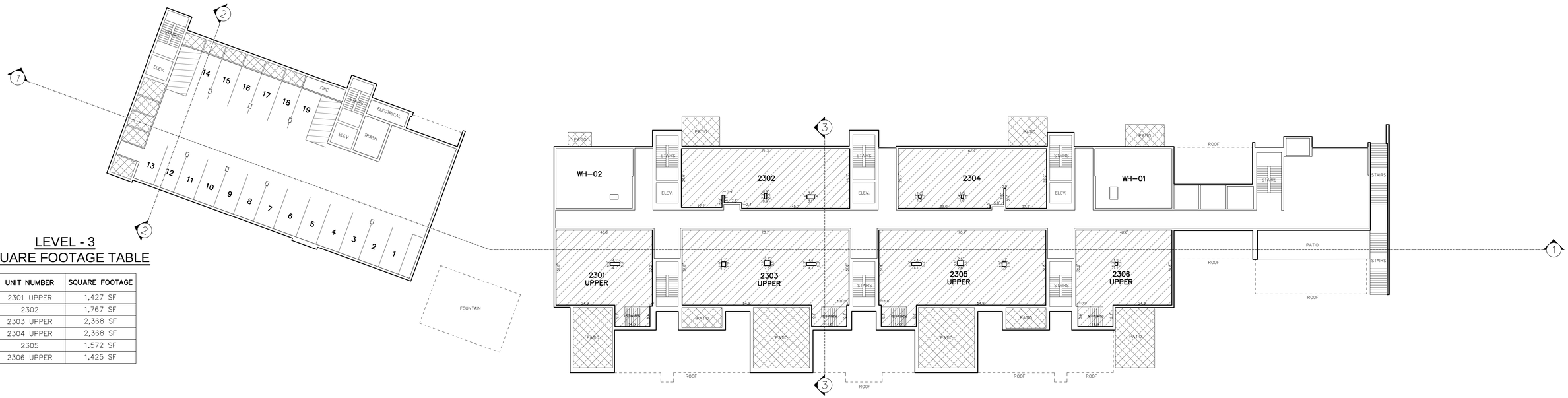
JOB NO.: 6-3-19 FILE: X:\DeerCrest/dwg/srv/plat2021/021021.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

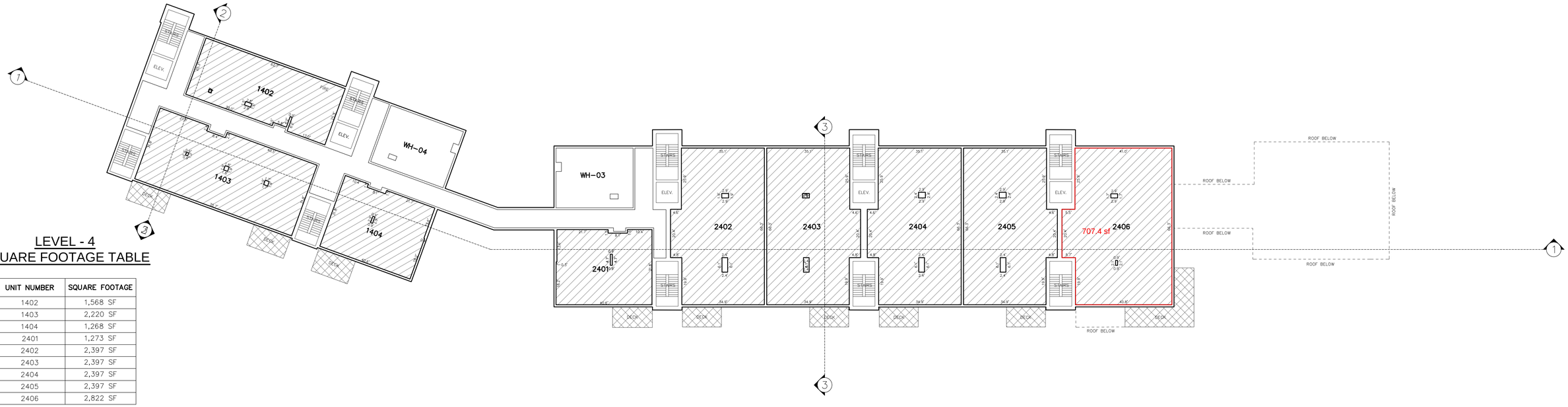
TIME _____ DATE _____ ENTRY NO. _____



LEVEL - 3
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
2301 UPPER	1,427 SF
2302	1,767 SF
2303 UPPER	2,368 SF
2304 UPPER	2,368 SF
2305	1,572 SF
2306 UPPER	1,425 SF

LEVEL - 3



LEVEL - 4
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1402	1,568 SF
1403	2,220 SF
1404	1,268 SF
2401	1,273 SF
2402	2,397 SF
2403	2,397 SF
2404	2,397 SF
2405	2,397 SF
2406	2,822 SF

LEVEL - 4

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

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FOUNDERS PLACE - PHASE I CONDOMINIUMS

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20' 0 20' 40'
ARCH D (24x36) 1"=10'

11/16/21 SHEET 3 OF 6

JOB NO.: 6-3-19 FILE: X:\DeerCrest/dwg/srv/plat2021/021021.dwg

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_____ _____
FEE RECORDER

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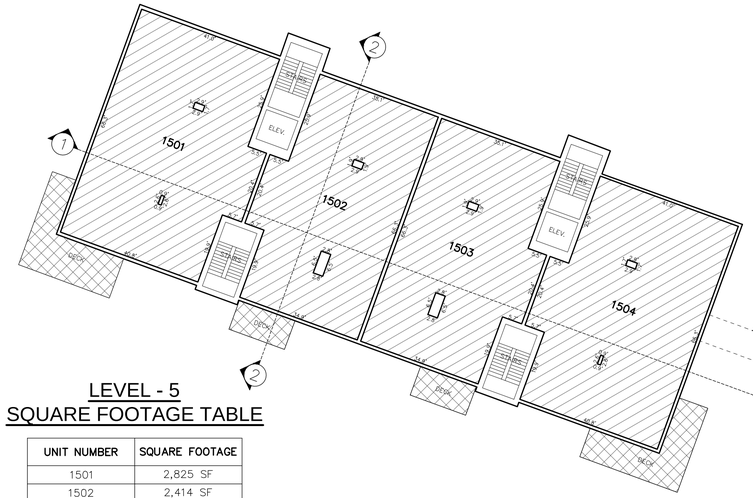
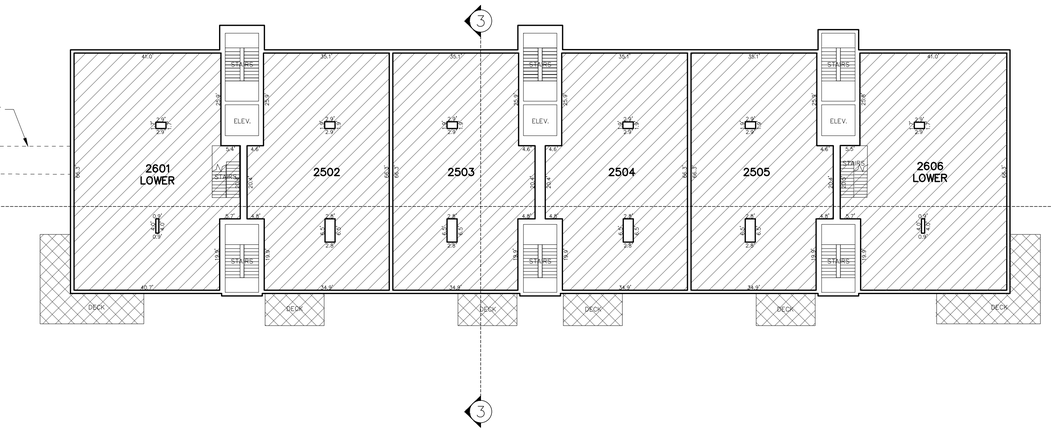
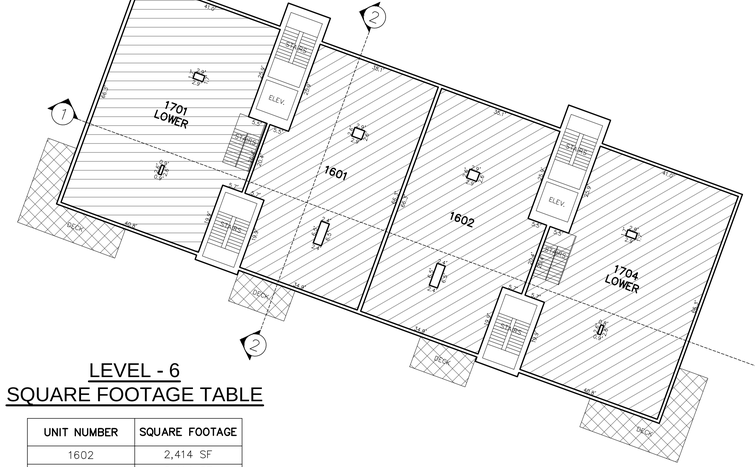


LEVEL - 5
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1501	2,825 SF
1502	2,414 SF
1503	2,414 SF
1504	2,822 SF
2502	2,395 SF
2503	2,395 SF
2504	2,395 SF
2505	2,395 SF
2601 LOWER	2,814 SF
2606 LOWER	2,821 SF

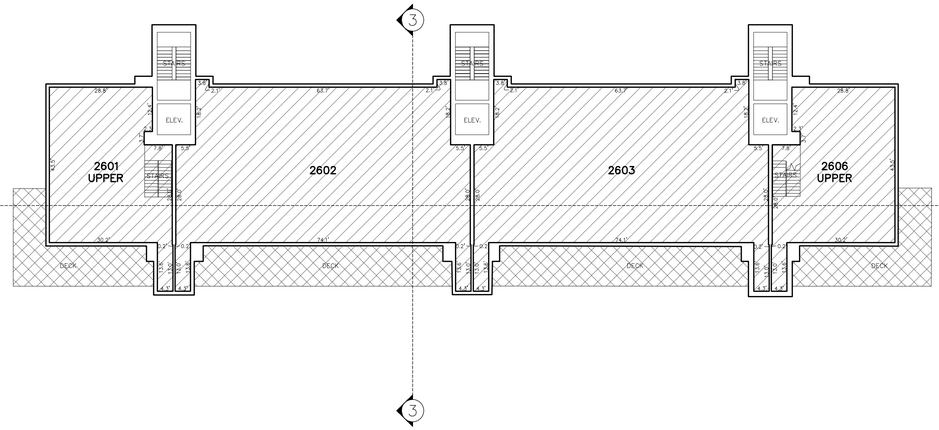


LEVEL - 5



LEVEL - 6
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1602	2,414 SF
1603	2,414 SF
1701 LOWER	2,822 SF
1704 LOWER	2,822 SF
2601 UPPER	1,454 SF
2603	3,537 SF
2604	3,537 SF
2606 UPPER	1,454 SF



LEVEL - 6

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON

LIMITED COMMON

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FOUNDERS PLACE - PHASE I CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

20' 0 20' 40'
ARCH D (24x36) 1"=10'

11/16/21 SHEET 4 OF 6

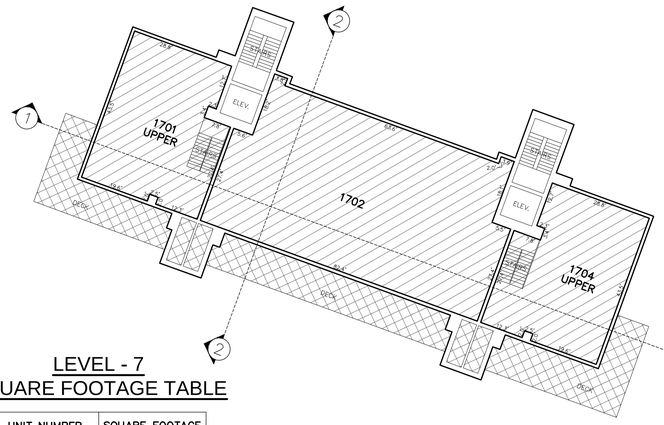
JOB NO.: 6-3-19 FILE: X:\DeerCrest/dwg/srv/plat2021/021021.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

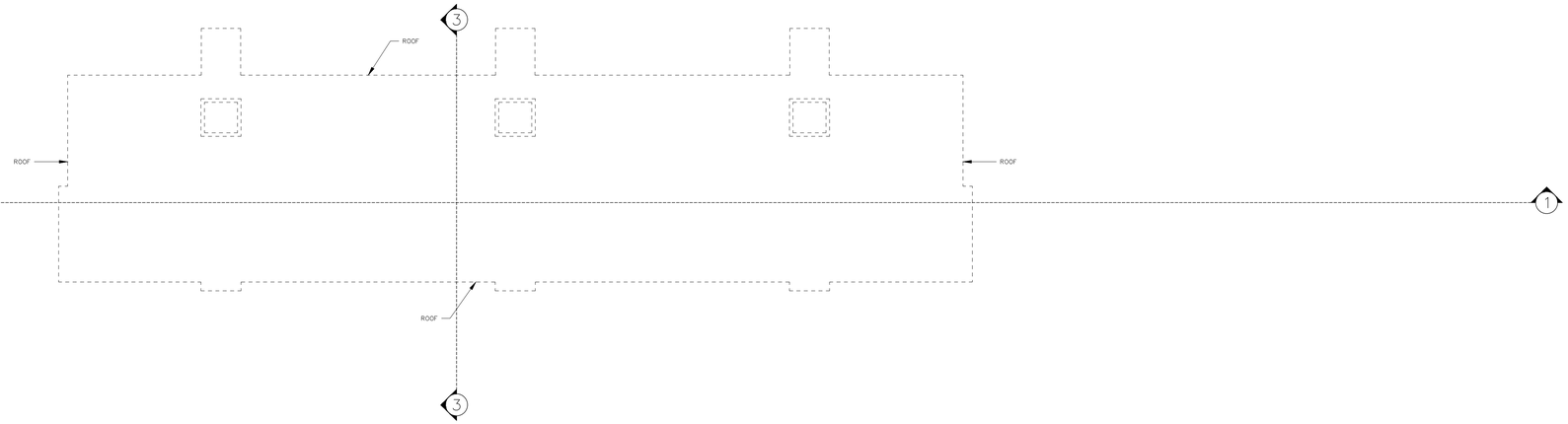
_____ _____
FEE RECORDER

TIME _____ DATE _____ ENTRY NO. _____



LEVEL - 7
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
1701 UPPER	1,391 SF
1702	3,417 SF
1704 UPPER	1,391 SF



LEVEL - 7

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON

LIMITED COMMON

PRIVATE OWNERSHIP

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

FOUNDERS PLACE - PHASE I CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

20' 0 20' 40'
ARCH D (24x36) 1"=10'

11/16/21 SHEET 5 OF 6

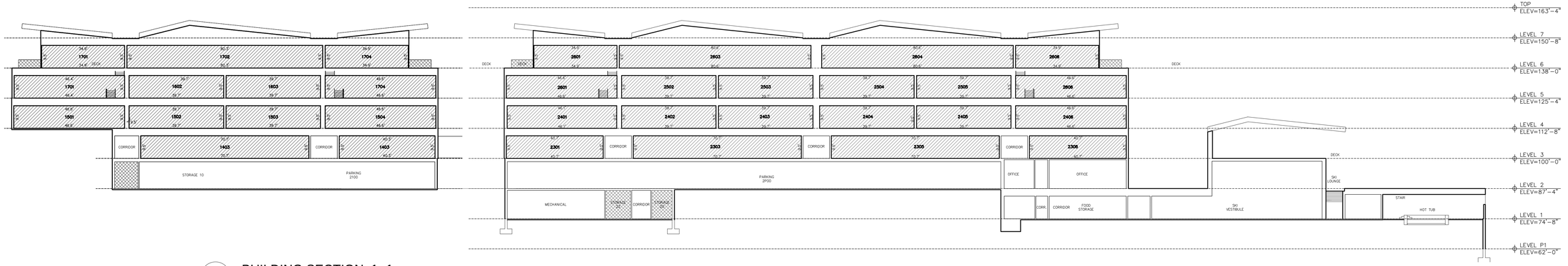
JOB NO.: 6-3-19 FILE: X:\DeerCrest/dwg/srv/plat2021/021021.dwg

RECORDED

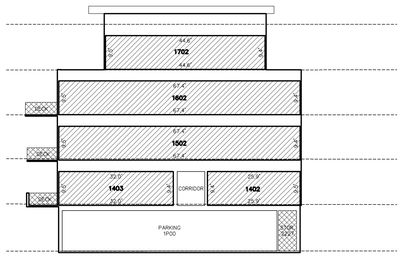
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

_____ _____
FEE RECORDER

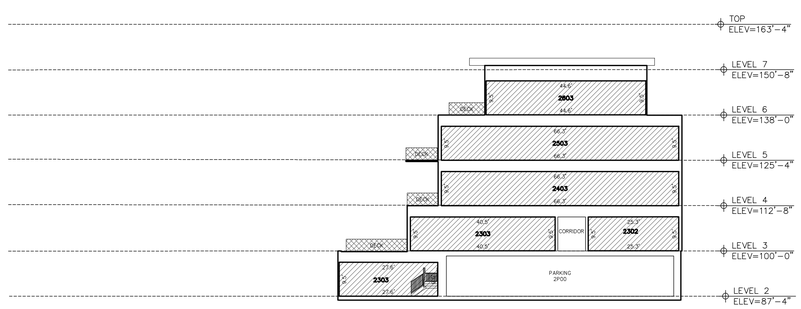
TIME _____ DATE _____ ENTRY NO. _____



1 BUILDING SECTION 1 -1
SCALE: 1" = 20'



2 BUILDING SECTION 2 -2
SCALE: 1" = 20'



3 BUILDING SECTION 3-3
SCALE: 1" = 20'

ABBREVIATION LEGEND

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FOUNDERS PLACE - PHASE I CONDOMINIUMS

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LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
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11/16/21 SHEET 6 OF 6

JOB NO.: 6-3-19 FILE: X:\DeerCrest/dwg/srv/plat2021/021021.dwg

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STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
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FEE RECORDER

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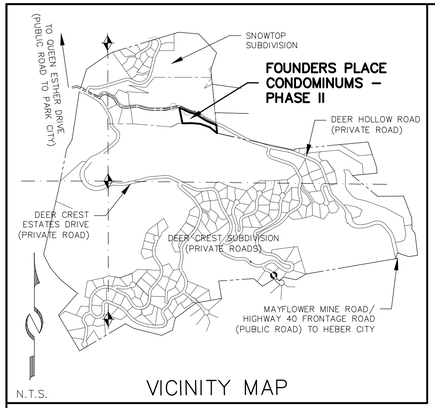


VICINITY MAP

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the buildings constructed hereon to be divided into units, together with easements as set forth to be hereafter known as FOUNDERS PLACE CONDOMINIUMS – PHASE II and do hereby dedicate for the perpetual use of the public trails and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non–exclusive easement over the private road and public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2023.

Deer Crest Associates I, L.C.
a Utah limited liability company

By: _____
Bill Fiveash, Authorized Signatory

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2023, Bill Fiveash 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 that he is the Authorized Signatory of Deer Crest Associates I, L.C., a Utah limited liability company, and that FOUNDERS PLACE CONDOMINIUMS – PHASE II, was signed on behalf of said limited liability company by authority of its operating agreement or resolution of its members, and he acknowledged to me that he executed FOUNDERS PLACE CONDOMINIUMS – PHASE II.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

PROFESSIONAL LAND SURVEYOR
No. 4857264
MICHAEL DEMKOWICZ
STATE OF UTAH

SURVEYORS CERTIFICATE

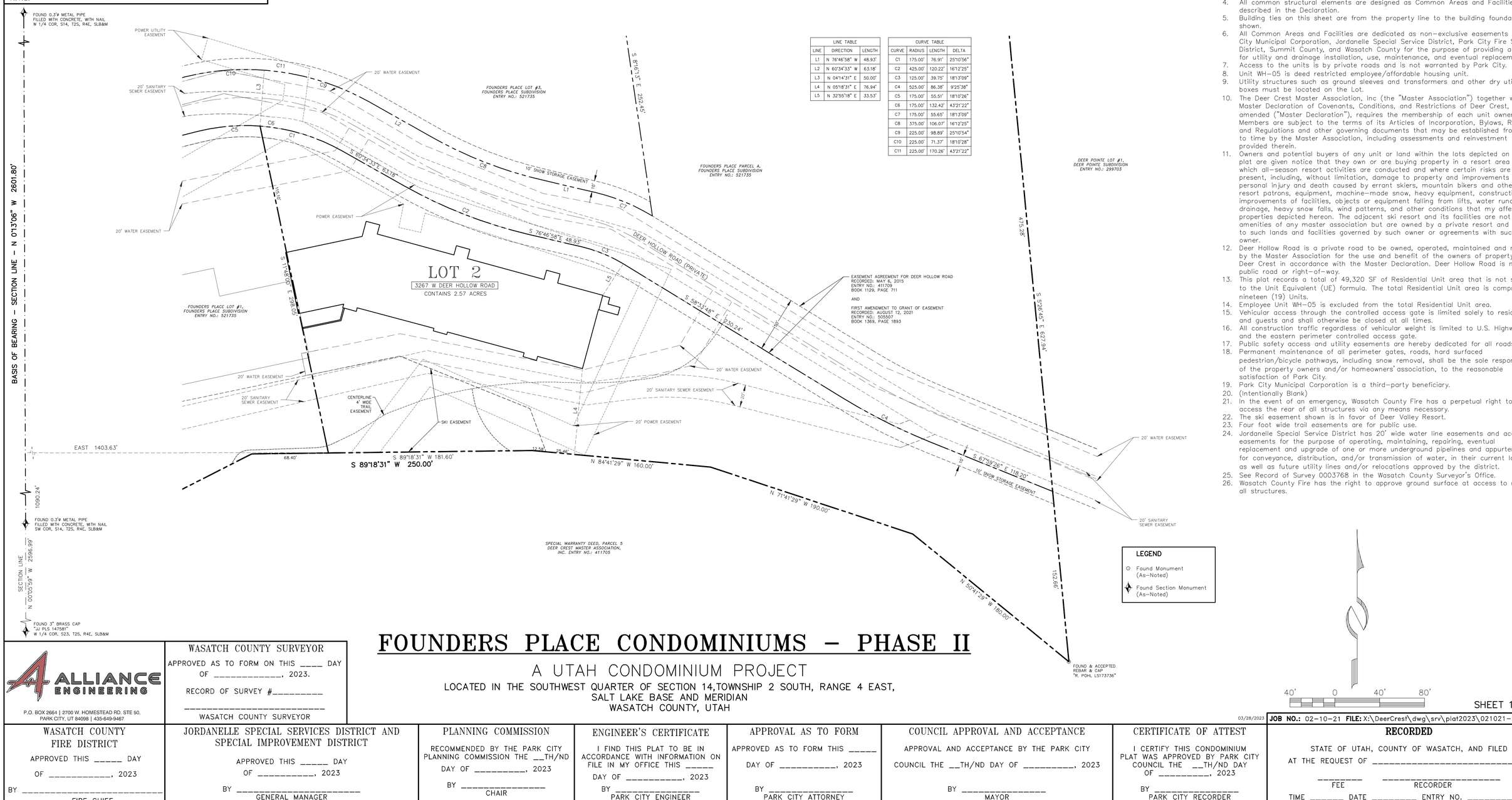
I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, FOUNDERS PLACE CONDOMINIUMS – PHASE II, a Utah Condominium project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

LEGAL DESCRIPTION

Lot 2, FOUNDERS PLACE SUBDIVISION, according to the official plat recorded JULY 5TH, 2022, as Entry No. 521735 in the Wasatch County Recorder's Office.

NOTES

1. This condominium plat is subject to the Conditions of Approval in Park City Ordinance 2023–__
2. All areas outside of those designated as Private Ownership and Limited Common on sheets 2–5 shall be Common Area.
3. The dimensions of the private spaces and square footage calculations are based on drawings by Sparano + Mooney Architecture. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for FOUNDERS PLACE CONDOMINIUMS ("Declaration"). Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
4. All common structural elements are designed as Common Areas and Facilities, as described in the Declaration.
5. Building ties on this sheet are from the property line to the building foundation as shown.
6. All Common Areas and Facilities are dedicated as non–exclusive easements to Park City Municipal Corporation, Jordanelle Special Service District, Park City Fire Service District, Summit County, and Wasatch County for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
7. Access to the units is by private roads and is not warranted by Park City.
8. Unit WH–05 is deed restricted employee/affordable housing unit.
9. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the Lot.
10. The Deer Crest Master Association, Inc (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Deer Crest, as amended ("Master Declaration"), requires the membership of each unit owner. Members are subject to the terms of its Articles of Incorporation, Bylaws, Rules and Regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
11. Owners and potential buyers of any unit or land within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all–season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, mountain bikers and other resort patrons, equipment, machine–made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that my affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities governed by such owner or agreements with such owner.
12. Deer Hollow Road is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Deer Crest in accordance with the Master Declaration. Deer Hollow Road is not a public road or right–of–way.
13. This plat records a total of 49,320 SF of Residential Unit area that is not subject to the Unit Equivalent (UE) formula. The total Residential Unit area is comprised of nineteen (19) Units.
14. Employee Unit WH–05 is excluded from the total Residential Unit area.
15. Vehicular access through the controlled access gate is limited solely to residents and guests and shall otherwise be closed at all times.
16. All construction traffic regardless of vehicular weight is limited to U.S. Highway 40 and the eastern perimeter controlled access gate.
17. Public safety access and utility easements are hereby dedicated for all roads.
18. Permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian/bicycle pathways, including snow removal, shall be the sole responsibility of the property owners and/or homeowners' association, to the reasonable satisfaction of Park City.
19. Park City Municipal Corporation is a third–party beneficiary.
20. (Intentionally Blank)
21. In the event of an emergency, Wasatch County Fire has a perpetual right to access the rear of all structures via any means necessary.
22. The ski easement shown is in favor of Deer Valley Resort.
23. Four foot wide trail easements are for public use.
24. Jordanelle Special Service District has 20' wide water line easements and access easements for the purpose of operating, maintaining, repairing, eventual replacement and upgrade of one or more underground pipelines and appurtenances for conveyance, distribution, and/or transmission of water, in their current location, as well as future utility lines and/or relocations approved by the district.
25. See Record of Survey 0003768 in the Wasatch County Surveyor's Office.
26. Wasatch County Fire has the right to approve ground surface at access to rear of all structures.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 76°46'58" W	48.93'
L2	N 60°34'33" W	63.18'
L3	N 04°14'31" E	50.00'
L4	N 05°18'31" E	76.94'
L5	N 32°55'18" E	33.53'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	175.00'	76.91'	25°10'56"
C2	425.00'	120.22'	16°12'25"
C3	125.00'	39.75'	18°13'09"
C4	525.00'	86.38'	9°25'38"
C5	175.00'	55.51'	18°10'26"
C6	175.00'	132.42'	43°21'22"
C7	175.00'	55.65'	18°13'09"
C8	375.00'	106.07'	16°12'25"
C9	225.00'	98.89'	25°10'54"
C10	225.00'	71.37'	18°10'28"
C11	225.00'	170.26'	43°21'22"

FOUNDERS PLACE CONDOMINIUMS – PHASE II

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

SHEET 1 OF 5

03/28/2023

JOB NO.: 02–10–21 FILE: X:\DeerCrest\dwg\srv\plat2023\021021–PH–II.dwg

WASATCH COUNTY SURVEYOR
APPROVED AS TO FORM ON THIS ____ DAY OF _____, 2023.
RECORD OF SURVEY #_____
_____
WASATCH COUNTY SURVEYOR

WASATCH COUNTY FIRE DISTRICT
APPROVED THIS _____ DAY OF _____, 2023
BY _____
FIRE CHIEF

JORDANELLE SPECIAL SERVICES DISTRICT AND SPECIAL IMPROVEMENT DISTRICT
APPROVED THIS _____ DAY OF _____, 2023
BY _____
GENERAL MANAGER

PLANNING COMMISSION
RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THE __TH/ND DAY OF _____, 2023
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2023
BY _____
PARK CITY ENGINEER

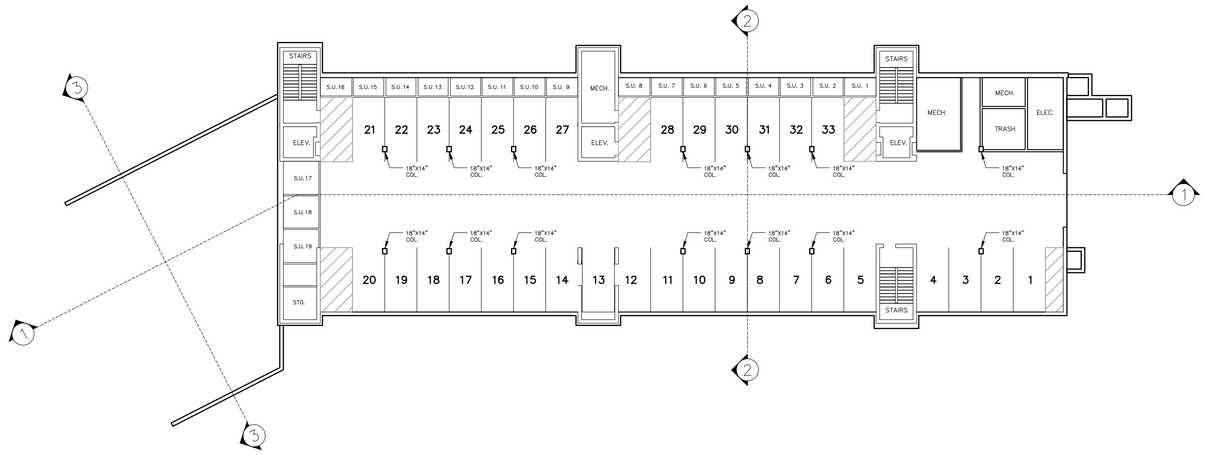
APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, 2023
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THE __TH/ND DAY OF _____, 2023
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THE __TH/ND DAY OF _____, 2023
BY _____
PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF WASATCH, AND FILED AT THE REQUEST OF _____
_____ FEE _____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____

LEVEL - B1



PARKING LEVEL

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON

LIMITED COMMON

PRIVATE OWNERSHIP

FOUNDERS PLACE CONDOMINIUMS – PHASE II

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WASATCH COUNTY, UTAH

20' 0 20' 40'
ARCH D (24x36) 1"=20'

03/28/2023

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

JOB NO.: 02-10-21 **FILE:** X:\DeerCrest\dwg\srv\plat2023\021021-PH-II.dwg

RECORDED

STATE OF UTAH, COUNTY OF WASATCH, AND FILED
AT THE REQUEST OF _____

_____ _____
FEE RECORDER

TIME _____ DATE _____ ENTRY NO. _____

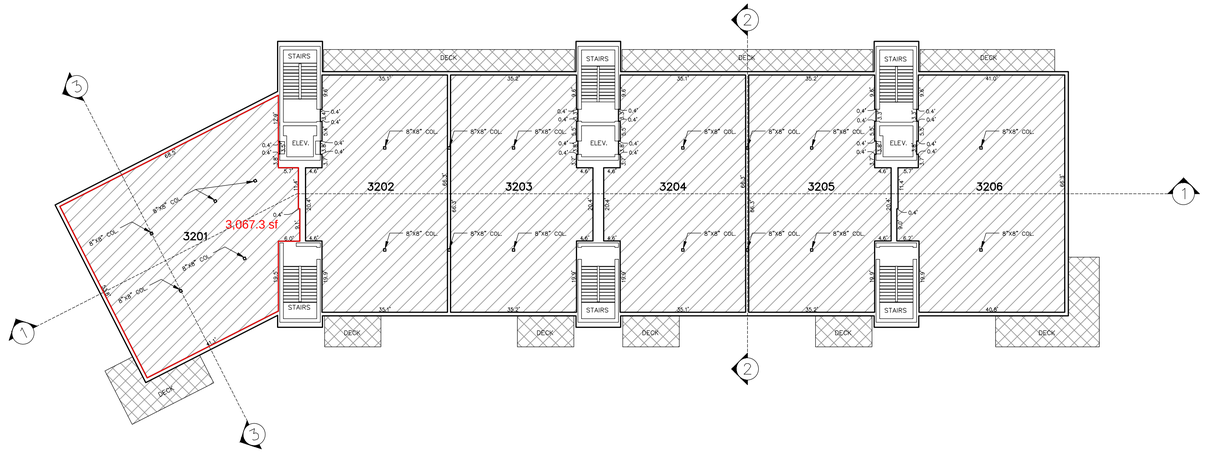
LEVEL - 1
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
WH-05	1,125 SF
3103	2,231 SF
3104	1,574 SF
3105	2,231 SF
3106	2,831 SF

LEVEL - 1

LEVEL - 2
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
3201	3,067 SF
3202	2,420 SF
3203	2,428 SF
3204	2,420 SF
3205	2,428 SF
3206	2,832 SF



LEVEL - 2

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON

LIMITED COMMON

PRIVATE OWNERSHIP

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

FOUNDERS PLACE CONDOMINIUMS – PHASE II

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

20' 0 20' 40'
ARCH D (24x36) 1"=20'

03/28/2023

JOB NO.: 02-10-21 **FILE:** X:\DeerCrest\dwg\srv\plat2023\021021-PH-II.dwg

RECORDED

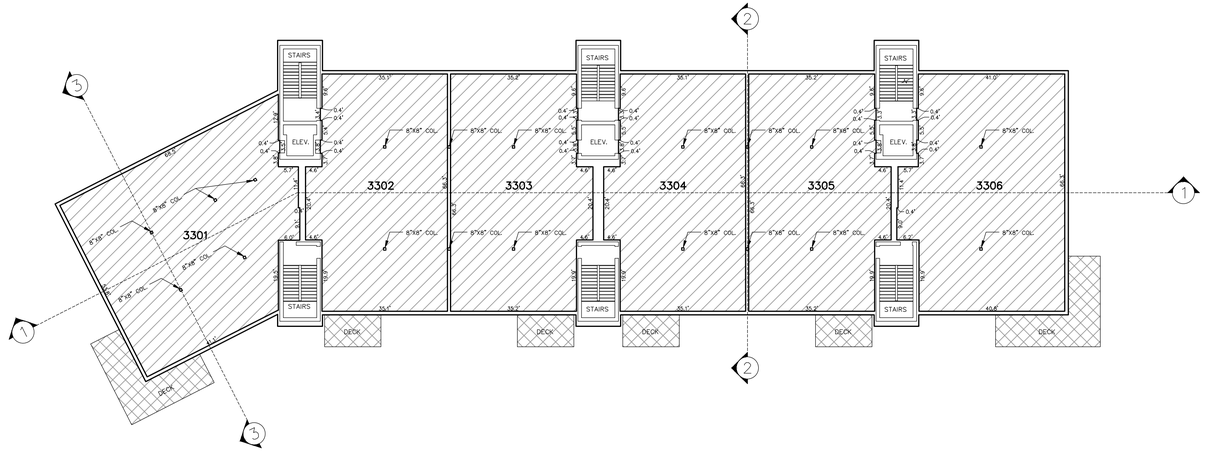
STATE OF UTAH, COUNTY OF WASATCH, AND FILED
AT THE REQUEST OF _____

_____ _____
FEE RECORDER

TIME _____ DATE _____ ENTRY NO. _____

LEVEL - 3
SQUARE FOOTAGE TABLE

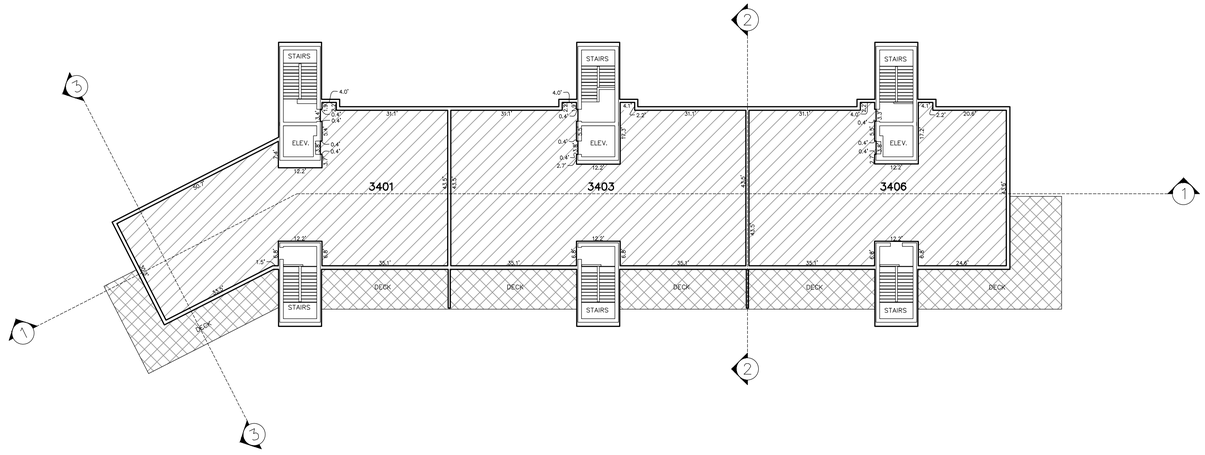
UNIT NUMBER	SQUARE FOOTAGE
3301	3,067 SF
3302	2,420 SF
3303	2,428 SF
3304	2,420 SF
3305	2,428 SF
3306	2,832 SF



LEVEL - 3

LEVEL - 4
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
3401	3,089 SF
3403	3,342 SF
3406	2,886 SF



LEVEL - 4

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

FOUNDERS PLACE CONDOMINIUMS – PHASE II

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

20' 0 20' 40'
ARCH D (24x36) 1"=20'

03/28/2023

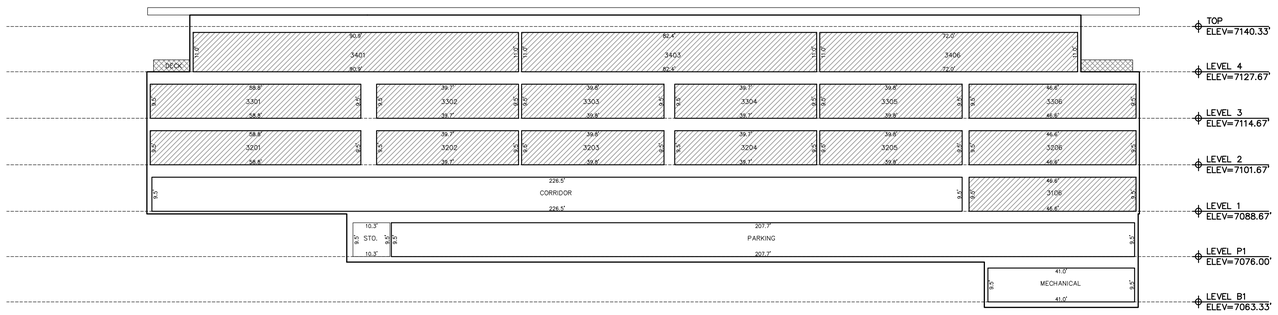
JOB NO.: 02-10-21 FILE: X:\DeerCrest\dwg\srv\plat2023\021021-PH-II.dwg

RECORDED

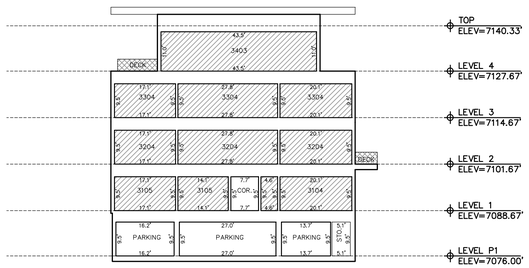
STATE OF UTAH, COUNTY OF WASATCH, AND FILED
AT THE REQUEST OF _____

_____ _____
FEE RECORDER

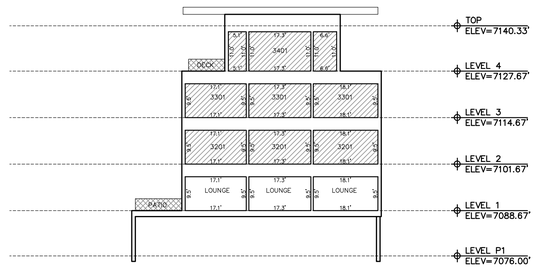
TIME _____ DATE _____ ENTRY NO. _____



1 BUILDING SECTION 1 -1
SCALE: 1" = 20'



2 BUILDING SECTION 2 -2
SCALE: 1" = 20'



3 BUILDING SECTION 3-3
SCALE: 1" = 20'

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

FOUNDERS PLACE CONDOMINIUMS – PHASE II

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 14,TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
WASATCH COUNTY, UTAH

20' 0 20' 40'
ARCH D (24x36) 1"=20'

03/28/2023 **JOB NO.:** 02-10-21 **FILE:** X:\DeerCrest\dwg\srv\plat2023\021021-PH-II.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

_____ _____
FEE RECORDER

TIME _____ DATE _____ ENTRY NO. _____

Ent 521740 Bk 1415 Pg 0392-0429
Date: 05-JUL-2022 12:34:06PM
Fee: $40.00 Check Filed By: HP
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: DEER CREST ASSOCIATES I LC

WHEN RECORDED, RETURN TO:

City Recorder
Park City Municipal Corporation
PO Box 1480, 445 Marsac Avenue
Park City, UT 84060

RESTRICTIVE COVENANT PROTECTING THE AFFORDABILITY AND SUSTAINABILITY OF AFFORDABLE UNITS AT FOUNDERS PLACE CONDOMINIUMS

This Restrictive Covenant Protecting the Affordability and Sustainability of Affordable Units at Founders Place Condominiums (the "*Covenant*") is made and entered into as of the 28 day of JUNE, 2022 (the "*Effective Date*"), by and between DEER CREST ASSOCIATES I, L.C., a Utah limited liability company (the "*Developer*"), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the "*City*") with respect to certain condominium units in the Founders Place Condominium project situated in Park City, Wasatch County, State of Utah (the "*Property*"). The Developer, each subsequent Unit Owner (as defined below in *Section 1.34*), and the City are referred to in this Covenant collectively as the "*Parties*" and, individually, as a "*Party*".

RECITALS

A. Whereas, the Developer, as current owner of the Property, is subject to certain development requirements regarding the Property ("*Development Requirements*"), including as contained in that Settlement Agreement by and between Park City Consolidated Mines Company, Trans-Wasatch Company, L.L.C, and the City dated December 29, 1995 ("*Settlement Agreement*"), the Founders Place Conditional Use Permit approved by the City on January 12, 2022 ("*CUP*"). On January 27, 2022, the City Council adopted Ordinance No. 2022-04 approving the Founders Place Condominium Project Phase I Plat (the "*Project*"), which require, among other things, that certain employee and affordable housing be constructed in connection with the development of the Property;

B. Whereas, the Project and the Developer are subject to that Affordable Housing Mitigation Plan for Founders Place adopted by the Park City Housing Authority on January 13, 2022 ("*Housing Mitigation Plan*");

C. Whereas, the Developer has caused, or will cause, to be recorded on around the date hereof, in the Wasatch County Recorder's Office ("*Office of the County Recorder*"), the Founders Place Subdivision Plat and Founders Place Phase I Condominium Plat (as amended from time to time to incorporate additional development phases of the Project) (the "*Plat*"), and the Declaration of Covenants, Conditions and Restrictions for Founders Place Condominiums (as amended from time to time to incorporate additional

development phases of the Project) (the "*Condo Declaration*"), which Plat and Condo Declaration, designate the Units as depicted on Exhibit A;

D. Whereas, the Units shall be subject to the Resolution Adopting Affordable Housing Guidelines and Standards for Park City, Utah, Resolution 05-2021 dated April 1, 2021 ("*Housing Resolution*"), as administered by the City;

E. Whereas, pursuant to the Settlement Agreement, Park City Ordinance 2022-04, approving a condominium plat for the Property, the Conditional Use Permit, substantive modifications to the Deer Crest Master Planned Development approvals and the Housing Mitigation Plan, the Developer is obligated to provide four (4) condominium units in the first (1st) development phase of the Property ("*Phase I*"), one (1) condominium unit in the second (2nd) development phase of the Property ("*Phase II*"), and one (1) condominium unit in the third (3rd) development phase of the Property ("*Phase III*"), each as an AUE; and

F. Whereas this Covenant, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall govern the terms and conditions of ownership, use, and occupancy of the Units by the Developer, its Affiliates, and any Unit Owners and shall run with the land, enforceable by the City against the Developer and the Unit Owners, any other parties claiming an interest in the Units, and each of their successors in interest, assignees, heirs, devisees, mortgagees, lenders, trustees, beneficiaries, executors, administrators, lessees, and personal representatives.

AGREEMENT AND COVENANTS

IN WITNESS WHEREOF, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

When used in this Covenant, the capitalized terms identified in this Article 1 shall have the following assigned meanings:

1.1. AFFILIATE. The following shall be considered an Affiliate of the Developer:

1.1.1 Deer Hollow Development, LLC, a Delaware limited liability company, Deer Hollow Development I, LLC, Deer Hollow Development II, LLC, and Deer Hollow Development III, LLC (individually and collectively a "*Development Entity*");

1.1.2 a successor to Developer by dissolution, merger, consolidation, distribution, or reorganization;

1.1.3 a successor to Developer by reason of its conversion to another kind of legal entity;

1.1.4 a grantee of Developer under a deed delivered with the payment of nominal consideration conveying title to the Unit when

(a) a majority or all of the stock, shares, memberships, or other equity interests of the grantee are owned by the Developer,
(b) if the grantee wholly owns the Developer,
(c) if the grantee is wholly owned by Developer or an affiliated entity of the Developer, or
(d) if the grantee is under common ownership with the Developer.

1.1.5 With regard to 1.1.1, 1.1.2, and 1.1.3 reserving, however, all rights and defenses as to any successor that the City would have had against the predecessor Developer under this Covenant or any other agreement.

1.2. AFFORDABLE UNIT EQUIVALENT (AUE). Residential units with at least 900 square feet of net livable space shall be considered one Affordable Unit Equivalent, or AUE.

1.3. ANNUAL COMPLIANCE REPORT. The reports attached to this Covenant as Exhibit D, *Park City Affordable Housing Affidavit for Rented Units,* and Exhibit E, *Park City Affordable Housing Affidavit for Owner Occupied Units,* as they may be amended from time to time by the City or its designee, required to be provided to the City by the Project Owner (as defined below in *Section 1.25*) and each Unit Owner (as defined below in *Section 1.34*), respectively, in accordance with *Sections 2.8 and 3.18.* Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Project Owner does not discharge the obligations of such Project Owner to make the Annual Compliance Report.

1.4. AREA MEDIAN INCOME (AMI). As of any date, the definition given "area median income" by the latest Park City Affordable Housing Resolution, or, should the City cease releasing periodic affordable housing resolutions and replace such resolutions with superseding provisions in the City Code (as defined below in *Section 1.6*) governing the authority and implementation of affordable housing in the City, the definition given in such provisions of the City Code, and if "area median income" is not defined in such provisions of the City Code, as defined by the City Council of Park City, Utah.

1.5. CAPITAL IMPROVEMENTS. Material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to all Permitted Capital Improvements.

1.6. CITY CODE. The Municipal Code of Park City, Utah, as amended.

1.7. DEER CREST AREA. All of the property and improvements in the area commonly known as "Deer Crest."

1.8. DISABILITY. Physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment, or as may otherwise be defined in the Utah Fair Housing Act or as "Handicap" as defined 24 C.F.R. § 100.201.

1.9. DOMICILE. The place where an individual has a fixed permanent home and principal establishment, to which the individual, if absent, intends to return, and in which the individual voluntarily resides, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

1.10. EXERCISE NOTICE. Written Notice sent by the City to the Project Owner or the Unit Owner within forty-five (45) days of an applicable Offer Date (as defined below in *Section 1.18*) notifying such Project Owner or Unit Owner whether or not the City or its assign will exercise the Option.

1.11. EVENT OF DEFAULT. Noncompliance with any part of this Covenant.

1.12. HOUSEHOLD. A single individual, doing his/her own cooking and living upon the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.

1.13. MAXIMUM RENT. The Maximum Rent the Project Owner may charge the Qualified Renter of a Unit as established according to *Section 2.3*.

1.14. MAXIMUM RESALE PRICE. The price above which a Unit may not be sold, as calculated by the City, its designated agent, department or assign, using the formula set forth in *Section 3.14*.

1.15. NET WORTH. The amount of total assets of the individuals or family that exceed total liabilities, as determined by the City.

1.16. NON-QUALIFIED BUYER. A buyer of a Unit that is not a Qualified Buyer.

1.17. NOTICE. Correspondence complying with the provisions of *Section 6.8*.

1.18. OFFER DATE shall have meaning assigned in *Section 3.9*.

1.19. OPTION. The assignable right of the City beginning upon the Offer Date and terminating after the expiration of the Option Period (as defined below in *Section 1.20*) to purchase a Unit at or below such Unit's Maximum Resale Price as further explained in *Section 3.11*.

1.20. OPTION PERIOD. The period extending forty-five (45) days from an Offer Date during which either the City or its assign may elect to purchase a Unit at or below such Unit's Maximum Resale Price.

1.21. OWNER-OCCUPIED. A Unit that is occupied by the title owner of record of the Unit as his or her Primary Residence, or rented by the Unit Owner in accordance with *Section 3.8* herein.

1.22. PERMITTED CAPITAL IMPROVEMENTS. Capital Improvements made by a Unit Owner to the Unit Owner's Unit with the prior written consent of the City that are designated on Exhibit B; are completed with all necessary building permits, including final inspections required by such permits, and deemed completed by the City building department; and that may increase the Maximum Resale Price subject to *Section 3.14*.

1.23. PERMITTED TRANSFEREE. A homeowners' association for one or more phases of the Project and any Affiliate of Developer. A Permitted Transferee shall not include a Unit Owner who owns a Unit as a Qualified Buyer pursuant to *Section 3.1*.

1.24. PRIMARY RESIDENCE. The place where a Domicile has been established.

1.25. PROJECT OWNER. The Developer, as the owner of the Property and initial owner of the Project, and any successor or Permitted Transferee who gains title to a Unit in accordance with *Section 3.1.1*. Project Owner shall not include a person who holds an interest in the Unit merely as security for the performance of an obligation or Unit Owners who own a Unit as a Qualified Buyer pursuant to *Section 3.1*.

1.26. PURCHASE PRICE. The amount paid for the Unit as consideration to obtain title to that Unit Owner(s)' Unit, not including any title insurance, transaction costs or real estate commissions.

1.26.1. The Purchase Price deemed to have been paid by the Developer for each of WH-01, WH-02, WH-03, and WH-04, as the first Unit Owner, is $310,802* per Unit in 2022, and is calculated to be affordable to a two-person household having a household income equal to 80% of AMI who obtains financing determined on the basis of: (i) a 5% down payment; (ii) a 30-year term; (iii) an interest rate equal to the prevailing First Home rate, or its program equivalent, of the Utah Housing Corporation (www.utahousingcorp.org) at the time of the offer; and (iv) housing expenses, including principal, interest, property taxes, and HOA fees, equal to 30% of gross income.

1.27. QUALIFIED BUYER. Qualified Buyer shall be a person or persons who are determined by the City to meet the following criteria:

1.27.1. A person who does not own any other real property; and

* Calculation of sale price subject to change to reflect actual HOA fees for the Units.

1.27.2. A person with a minimum of one adult in his or her Household who meets one of the following criteria:

(a) A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within the Summit County or Wasatch County Boundaries; or
(b) An owner of a business or entity with a primary place of business within the Summit County or Wasatch County boundaries; or
(c) A full-time (aggregate of 30 hours of employment per week) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75% of their work/clients are based within the Summit County or Wasatch County boundaries; or
(d) A retired person who immediately preceding retirement was a full-time employee of an entity located within the Summit County or Wasatch County boundaries for at least two continuous years and continued living as a full-time resident within the Summit County or Wasatch County boundaries following his or her retirement; or
(e) A person who is unable to work or does not have a work history required under subsections (a) through (d) of this Section 1.27.2 due to a Disability.

1.27.3. A Household with an income that is 80% or less of the Area Median Income; and

1.27.4. The combined Net Worth of the persons eighteen years of age and older in the Household does not exceed an amount equal to four times the Area Median Income for the Household size.

1.28. QUALIFIED RENTER. Qualified Renter shall be a person or persons who are determined by the City to meet the following criteria:

1.27.1. A person with a minimum of one adult in his or her Household who is a full-time (aggregate of 30 hours of employment per week) employee of an entity or entities performing services within the Property with an income that is (i) 150% or less of AMI for two or less of the first four Units in Phase I, (ii) 80% or less of AMI for at least two of the first four Units in Phase I, and (iii) 80% or less of AMI for each Unit in Phase II and Phase III, respectively; or

1.28.1. Persons with a minimum of one adult in his or her Household who is a full-time (aggregate of thirty (30) hours of employment per week) employee of a business or enterprise operating within Summit County or Wasatch County with an income that is eighty percent (80%) or less of AMI.

1.29. REASONABLE EFFORT. Good faith effort for a minimum of 90 days to rent, at not more than the Maximum Rent, or Sell, at not more than its Maximum Resale Price, a Unit through the City's affordable housing program or the Mountainlands Community Housing Trust; advertising through local media, including a paper with state or local

circulation and such other widely distributed printing or flyer; and advertising through online resources specially designed to market and sell or rent real estate.

1.30. SALE. The term "sale," or any derivative thereof (e.g., "sales," "sold," and "sell"), shall include any transfer of title of a Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include, but is not limited to, any gift, assignment, or other transfer.

1.31. SECURED CREDITOR. A person or entity who is the beneficiary of any obligation secured by a lien on the Unit, including under any mortgage, deed of trust, or other security instrument.

1.32. SENIOR SECURED CREDITOR. A Secured Creditor who is the named beneficiary, mortgage insurer, or mortgage guarantor of a mortgage, deed of trust, or other security instrument which takes priority or precedence over any other liens or encumbrances securing any other Secured Creditor so that the liens or encumbrance of the Senior Secured Creditor must be satisfied before any such other Secured Creditor is entitled to participate in the proceeds of any sale or other disposition of the Unit.

1.33. UNIT. Units WH-101, WH-202, WH-303, and WH-404 in Phase I, one AUE in Phase II, and one AUE in Phase III, each a separate condominium as established by the Plat and the Condo Declaration intended to provide independent living facilities for one person or Household, including permanent provisions for living, sleeping, eating, cooking and sanitation.

1.34. UNIT OWNER. A Qualified Buyer receiving title to or a fee interest in a Unit from the Project Owner in order to own and occupy the Unit as an Owner-Occupied Unit, and all subsequent person(s) vested with record title of a Unit according to the records of the County Recorder of Wasatch County, Utah. However, Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation, and, solely in regards to the restrictions contained in this Covenant, the City shall not be considered a Unit Owner. For purposes of the Covenant, a Unit Owner shall not include the Project Owner.

2. COVENANT RESTRICTING THE PROJECT OWNER'S RENTAL OF THE UNIT TO QUALIFIED RENTERS.

2.1. RENTING RESTRICTED TO QUALIFIED RENTERS. The Units are designated as fulfilling AUE requirements, and as such each Unit owned by the Project Owner may only be occupied by Qualified Renters. The Project Owner shall cause each Unit it owns to be rented to Qualified Renters with rents no higher than the Maximum Rent. The foregoing requirements of this Section 2.1 may only be waived on a case-by-case basis if the City determines a Unit is no longer needed as an affordable rental and the City gives prior written approval to the Project Owner to sell that Unit to a Qualified Buyer pursuant to Article 3 and at a price set by the City.

2.2. WHEN RENTING NOT RESTRICTED TO QUALIFIED RENTERS. Project Owner shall utilize Reasonable Efforts to give preference to Qualified Renters in renting each Unit so long as: (i) the Qualified Renter meets all the standard income, background, employment, and other tenant checks, as uniformly and fairly applied to all prospective or renewal tenants; and (ii) giving such priority does not violate any applicable laws. Except as provided below, Project Owner will not knowingly allow any tenant to sublease, assign, or otherwise convey any interest in the lease. In the event that Project Owner uses Reasonable Effort to rent to a Qualified Renter for at least ninety (90) days and is unable to rent to a Qualified Renter, the Project Owner shall give the City written notice of such a vacancy, in which case the Unit shall become available for rent to a Qualified Renter identified by the City for a period of ninety (90) days following City's receipt of such written notice, and if no Qualified Renter is identified during this ninety day period, the Project Owner may rent to any tenant for up to six (6) months. Nightly rentals (rentals for less than 30 days) of the Units are prohibited.

2.3. LIMITATION ON RENTAL RATES AND TERMS. The rate at which the Project Owner shall rent the Unit shall not exceed the Maximum Rent. The Maximum Rent in the year 2022 for a Unit in Phase I of the Project shall be $2,008 per month if the Project Owner covers all utility charges and $1,933 per month if the Qualified Renter is responsible for electrical utility costs. The Maximum Rent shall be adjusted on June 15 of each year by the annual percentage increase in the Consumer Price Index (the Department of Labor and Commerce Bureau of Labor Statistics Consumer Price Index, All Urban for the Western Region) using a base year of 2022. At no time shall the Unit Maximum Rent exceed 30% of the income of a two-person household earning 80% of AMI. In the event the Project Owner rents or leases the Unit in excess of the Maximum Rent, any amounts owed to the Project Owner in excess of the Maximum Rent shall be due and payable to the City, and the Project Owner shall, immediately upon receipt thereof, remit such amounts to the City. Such excess rents paid to the City shall be used to further the City's affordable housing plan. Any assessments or fees charged to the fee title owner of the Unit pursuant to the Condo Declaration shall not be charged to the Qualified Renter or lessee of the Unit, and the Unit Owner shall pay all such assessments or fees when due according to the terms of the Condo Declaration.

2.4. RENT AS PART OF EMPLOYEE COMPENSATION PACKAGE. Rent for the Unit may be included as part of an overall employee compensation package. The value of this benefit shall not exceed the Maximum Rent.

2.5. MINIMUM LEASE TERM FOR A UNIT. The minimum lease term for the Units shall be six (6) months. In no event shall the Unit be offered for rent on a nightly basis to the general public.

2.6. VACANCY OF UNIT. Should the Unit become vacant for a period of more than ninety (90) consecutive days, the Project Owner shall use Reasonable Effort to rent the Unit to a Qualified Renter, including without limitation giving the City written notice of such a vacancy, in which case the Unit shall become available for rent by a Qualified Renter identified by the City, subject to the provisions of Section 2.2 and 2.3 above.

2.7 CONDITION OF RENTAL UNIT. The Project Owner and the Qualified Renter shall keep and maintain the Unit in a safe, sound, habitable, good, sanitary condition and in a good state of repair. The Project Owner shall maintain the Unit according to the standards outlined in Exhibit C, *Minimum Standards*. The Project Owner shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months. In conjunction with the Annual Compliance Report, the Unit shall be subject to an annual inspection by the City.

2.8 ANNUAL COMPLIANCE REPORTS. The Project Owner shall submit an *Annual Compliance Report for Rented Units* (Exhibit D) to the City by June 30 of each year. The Annual Compliance Report shall be accompanied by a signed affidavit by the Project Owner certifying that such Project Owner is in compliance with the terms of this Covenant. The City may request additional documentation to demonstrate that the Unit is rented to a Qualified Renter as outlined in this Covenant. The Project Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

2.9 DETERMINATION THAT UNIT IS NO LONGER NEEDED AS A RENTAL UNIT. Should the City determine, based on an independent housing needs assessment, that the Unit is no longer necessary as a rental unit to satisfy the affordable/employee housing needs in the City, the Project Owner may (i) sell the Unit to a Qualified Buyer for Owner Occupancy for such Buyer's personal use, according to the Restrictions on the Sale of Unit to Qualified Buyers for Owner Occupancy provided in Article 3; or (ii) propose an alternate arrangement to the City, which the City may approve or reject in its sole discretion within sixty (60) days after the Project Owner's proposal is submitted to the City. If the City does not make its determination permitting or prohibiting the sale of a Unit or an alternate arrangement within sixty (60) days of the Project Owner's submission of a request therefore, then the sale of the Unit or alternative proposal will be deemed approved. Otherwise, the Park City Housing Authority or its successor shall make the final determination of whether the affordable and housing needs of the City will be best met by the Unit's continuance as an affordable rental or by its availability for Sale to Qualified Buyers as an Owner Occupied Unit.

2.10 INITIAL OWNER IS SUBJECT TO EVENT OF DEFAULT PROVISIONS. Should the Project Owner trigger an Event of Default, the provisions outlined in Article 5, Event of Default, including the enforcement remedies of the City, shall apply to the Project Owner as well as any Unit Owner.

3. COVENANT RESTRICTING SALE OF UNIT TO QUALIFIED BUYERS FOR OWNER OCCUPATION.

3.1 SALE OF UNIT TO QUALIFIED BUYER FOR OWNER OCCUPATION. Should the City determine that the Unit is no longer needed as an affordable rental Unit in accordance with Section 2.9 above, the Project Owner may sell the Unit according to the restrictions in this Article 3 of this Covenant to a Qualified Buyer, and the Unit shall be

owned and used by the Unit Owner as an Owner-Occupied Unit. The covenants and conditions in this Article 3 shall be binding, as applicable and as specified, upon the Project Owner for so long as it is title owner of any Unit or portion thereof and each Unit Owner, including but not limited to provisions detailing the City's Option to purchase the Unit pursuant to Section 3.11 and the City's Right to Purchase Unit in Default of Lien in Section 3.12. The Project Owner; each Unit Owner; each of the Project Owner and Unit Owners' heirs, successors, executors, administrators, devisees and assigns; and all persons acquiring an interest in any Unit, whether or not so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of each holder's interest in the Unit to hold their interest subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with the land. Project Owner and each Unit Owner shall not permit any ownership, use, or occupancy of his or her Unit except in compliance with this Covenant. Any transfer deed conveying an interest in a Unit shall clearly state that it is made subject to these Covenants, including the possibility of reverter to the City pursuant to Article 5 herein, and these Covenants and such possibility of reverter shall be part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance, the validity or enforceability of the City's reverter, or the enforceability of the terms of this Covenants as covenants running with the land binding upon all holders of an interest in the Unit.

3.1.1 PERMITTED TRANSFER. Subject to the other provisions of this Section 3.1.1, Developer may transfer a Unit to a Permitted Transferee, which transfer shall require: (a) prior written notice to the City which discloses the material terms of such transfer, (b) having the Permitted Transferee execute and record an assignment agreement in a form acceptable to the City. The Developer is allowed one (1) transfer of each Unit to a Development Entity (as defined in Section 1.1.1) provided that the monetary consideration for the transfer is limited to an amount not to exceed Five Thousand Dollars ($5,000), upon notice to, but without requiring the consent of, the City. The Developer or a Development Entity may make one additional transfer of each Unit to an Affiliate, provided that (a) the monetary consideration for the transfer is limited to an amount not to exceed Five Thousand Dollars ($5,000); and (b) Developer receives prior written consent from the City, which shall not be unreasonably withheld. The transfer of any Unit to a Development Entity and any approved sale to an Affiliate shall not be subject to the Option provided in Section 3.11. All Permitted Transferees shall agree to assume the obligations of Developer under this Covenant and operate the acquired Unit as a Project Owner. Permitted Transferees shall operate and rent any Units acquired by such Permitted Transferee as a Project Owner in accordance with this Covenant, unless and until such Unit is transferred pursuant to this Section 3.1.1 or to a Qualified Buyer in accordance with Section 2.9 and this Article 3. For the avoidance of doubt, any transfer pursuant to this Section 3.1.1 shall not be used in order to fulfill any additional AUEs or affordable housing requirements for a property other than the Project, and if operated in accordance with this Covenant, the Units shall only satisfy the AUE requirements recognized in the Recitals.

3.2 ADMINISTRATION AND ENFORCEMENT. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents or assigns. The Park City Police

Department is authorized to investigate certain affordable housing violations and to issue citations pursuant to City Code § 8-3-6. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant.

3.3 OWNER OCCUPANCY. Each Unit sold by a Project Owner to a Unit Owner shall be Owner-Occupied unless a Unit Owner shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. Each Unit Owner shall occupy his or her Unit as a Primary Residence.

3.4 OTHER PROPERTY OWNERSHIP IS PROHIBITED. Unless the City gives its prior written consent, each Unit Owner shall not obtain, purchase or otherwise acquire any other direct or indirect interest in real property while the Unit Owner is a Unit Owner; neither the Unit Owner nor any person in the Unit Owner's Household shall establish a trust of which the Unit Owner is a beneficiary, if such trust's corpus contains any other real property.

3.5 LIMITATIONS ON REFINANCING. The Unit Owner shall not under any circumstances obtain any financing or combination of financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed.

3.6 MAINTENANCE. Each Unit Owner and Project Owner shall make all repairs and maintain the Unit Owner's Unit in a safe, sound, habitable and good condition and state of repair. In the case of damage to the Unit, the Unit Owner shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months.

3.7 INSURANCE. To the extent such insurance is not provided by any applicable association of homeowners organized pursuant to a declaration of covenants, conditions, and restrictions governing the Project, each Project Owner and Unit Owner shall continuously insure his or her Unit against all risks of physical loss for the full replacement value of the Unit.

3.8 UNIT RENTAL PROHIBITED; EXCEPTION. Unit Owner shall not rent or lease all or any portion of the Unit, including nightly rentals; provided, however, that only with the prior written consent of the City, Unit Owner may rent or lease the Unit under the following circumstances:

3.8.1 Subject to other zoning and land use regulations, each Unit Owner may rent out a portion of his or her Unit to a roommate for a term of six (6) months or longer, and the amount of respective rent a Unit Owner may charge such roommate per month shall not exceed forty-five percent (45%) of the sum of the mortgage payment, Project association assessments, and utilities owed per month for such Unit.

3.8.2 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit for a period not to exceed twelve (12) months if the Unit Owner is unable to Sell the Unit after ninety (90) days of Reasonable Effort. The option to rent under this Section 3.8.2 shall not be exercised by any Unit Owner more than once.

3.8.3 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit, if the Unit Owner must relocate for a period not to exceed two (2) years for the purpose of employment; for religious, civic, or community service; or for military service.

3.8.4 Other circumstances as may be required by law.

3.9 RESALE OF UNIT. Unit Owner and the Project Owner shall send Notice to the City of the Project Owner's or such Unit Owner's intent to Sell a Unit (the date of such Notice to the City shall be the "***Offer Date***"). Except for any sale or other transfer to a Permitted Transferee by the Project Owner, the Project Owner and Unit Owner shall not Sell any interest in a Unit until the earlier of (i) the expiration of the Option Period without receipt of an Exercise Notice from the City, (ii) the date of an Exercise Notice notifying the Unit Owner that neither the City nor its assign will be exercising its rights under the Option, or (iii) sixty (60) days after receipt of an Exercise Notice if the Sale to the City or its assign has not yet closed by that date.

3.10 COVENANT TO RESTRICT SALES TO QUALIFIED BUYERS. Except as (i) otherwise previously agreed to by the City in writing, (ii) allowed by Section 3.1.1, 3.11, 3.12.7, or 3.13, or (iii) provided for by amendment to this Covenant, the Units shall only be sold to (a) Qualified Buyers who agree to use their respective Units as an Owner-Occupied Primary Residence or (b) the City.

3.11 OPTION TO THE CITY. The City may only assign its Option to a Qualified Buyer or to another governmental entity or non-profit entity engaged in providing affordable housing. If the City elects to exercise its Option or assigns the Option, the City or its assign shall complete the acquisition of a Unit within sixty (60) days of the date of the Exercise Notice; provided that any lack of cooperation by the Project Owner or Unit Owner in measures reasonably necessary to effect the sale shall extend such sixty-day period by the length of the delay caused by such lack of cooperation. The City shall promptly give the Project Owner or Unit Owner written notice of the lack of cooperation and the length of the extension added to the sixty-day period. If (i) the Option Period expires without receipt of an Exercise Notice by the Unit Owner or Project Owner; (ii) the Unit Owner or Project Owner receives an Exercise Notice that neither the City nor its assign will be exercising its rights under the Option; or (iii) sixty (60) days (or such longer period set forth by notice of lack of cooperation pursuant to the preceding sentence) expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, the Option shall automatically terminate with respect to such Sale or offering for Sale without the need for further Notice or documentation.

3.12 RIGHT TO PURCHASE UNIT IN DEFAULT OF LIEN.

3.12.1. Whenever all or a portion of the principal sum of any obligation secured by a lien or mortgage on the Unit has, prior to the maturity date fixed in the obligation, become due or been declared due by reason of a breach or default in the performance of any obligation secured by the lien or mortgage, including a default in the payment of interest or of any installment of principal, or by reason of failure of the Project Owner or Unit Owner to pay, in accordance with the terms of the applicable agreement or legal document, taxes, assessments, premiums for insurance, or advances made by the Secured Creditor in accordance with terms of the obligation or of the applicable agreement or legal document, it shall be considered an Event of Default under this Covenant, and the Secured Creditor shall notify the City and any Senior Secured Creditor in the event of any default for which such Secured Creditor intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "***Foreclosure Notice***"), which notice shall be sent to the City as set forth in this Covenant, and to any Senior Secured Creditor as set forth in such Senior Secured Creditor's mortgage, not less than ninety (90) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Project Owner and each Unit Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by a Secured Creditor to the City pursuant to this Covenant.

3.12.2. The Project Owner, each Unit Owner, and each Secured Creditor agree that before a deed of trust sale or judicial foreclosure may be exercised, the City shall have an option to purchase the Unit at the Applicable Foreclosure Price (defined below) for ninety (90) days from the date the City receives the Foreclosure Notice (the "***Right to Purchase Unit in Default***"). In the event that the City intends to exercise its Right to Purchase Unit in Default, the City or its designee shall purchase the Unit within ninety (90) days of receipt of such Foreclosure Notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Secured Creditor's mortgage, together with the outstanding principal balance(s) of any note(s) secured by Senior Secured Creditors plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated in accordance with Section 3.14 below) (the "***Mortgage Satisfaction Amount***"), and (ii) the Maximum Resale Price (which may be less than the purchase price paid for the Unit by the Unit Owner or the Project Owner) (the greater of (i) and (ii) above in this Section 3.12.2 shall mean the "***Applicable Foreclosure Price***").

3.12.3. In the event that the foreclosing Secured Creditor conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Unit is sold for a price in excess of the Applicable Foreclosure Price, such excess shall be paid to the City to use for its affordable housing purposes after (i) a

final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Unit, that the City is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the City. To the extent that the Project Owner or the Unit Owner possesses any interest in any amount which would otherwise be payable to the City under this Section 3.12.3, to the fullest extent permissible by law, the Project Owner and each Unit Owner hereby assigns its interest in such amount to the foreclosing Secured Creditor for payment to the City.

3.12.4. Each Project Owner or Unit Owner shall send Notice to the City of any default under obligations secured by a lien on such Project Owner or Unit Owner's Unit.

3.12.5. The Project Owner and Unit Owner shall provide any further consents necessary to allow each Secured Creditor to provide the City or its designee with the information and amounts necessary to cure any default or exercise the Right to Purchase Unit in Default.

3.12.6. The Project Owner and each Unit Owner hereby assigns the City all of the Project Owner and each Unit Owner's rights to cure the default as are provided to the Project Owner or Unit Owner by law or the applicable loan documents; provided the City shall have no obligation to cure such. If the City elects, in its sole discretion, to cure any such defaults, it shall regain title to the Unit either from the Project Owner or Unit Owner or from the Secured Creditor, if title to the Unit has passed to the Secured Creditor and to the extent the Project Owner or Unit Owner would be allowed to cure such default by law or the loan documents, at the Applicable Foreclosure Price.

3.12.7. If (i) the City receives timely Foreclosure Notice and (ii) and the City declines to exercise its Right to Purchase Unit in Default, then the Secured Creditor may initiate a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit, and may Sell the Unit, provided that conditions (i) and (ii) in this Section 3.12.7 were met, to a non-Qualified Buyer and upon such sale, all deed restrictions in this Covenant shall be deemed removed with respect to the Unit. Proceeds of the initial Sale of a Secured Creditor conducted under this Section 3.12.7 shall be subject to Section 3.12.3.

3.13 SALE TO A NON-QUALIFIED BUYER. If after using Reasonable Efforts for a period of ninety (90) days, a Unit Owner is unable to sell that Unit, such Unit Owner shall send Notice to the City and may request that the City either (i) purchase that Unit at a price mutually agreed upon by such Unit Owner and the City, but in no event more than the Maximum Resale Price, or (ii) give written approval permitting the Sale of that Unit, subject to the terms of this Covenant, to a Non-Qualified Buyer.

3.14 MAXIMUM RESALE PRICE. In no event shall the Unit Owner or Project Owner Sell a Unit for more than the Maximum Resale Price. The Maximum Resale Price for sale of a Unit by the Unit Owner, or for purposes of calculating the Applicable Foreclosure Price, shall be the amount paid by such Owner for the Unit (or the Purchase Price specified in Section 1.26.1, if greater) (i) *plus* an increase of three percent (3%) per year, compounded annually, from the date of such Unit Owner's purchase of the Unit until the date of such Unit Owner's Offer Date, prorated for partial years; (ii) *plus* Permitted Capital Improvements, if applicable, in an amount no greater than five percent (5%) of the Purchase Price paid by the selling Unit Owner (or 5% of the Purchase Price specified in Section 1.26.1, if greater), and depreciated on a straight line basis, ten percent (10%) per year for ten (10) years; (iii) *minus* any reductions in price pursuant to Section 4.2; (iv) *plus* reasonable real estate commissions but only if (a) (1) the Option Period expires without receipt of an Exercise Notice by the Unit Owner, (2) the Unit Owner receives Exercise Notice that neither the City nor its assign will be exercising its rights under the Option, or (3) sixty (60) days expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, and (b) the Option automatically terminates with respect to such Sale or offering for Sale. For a sale by a Project Owner to the initial Unit Owner the purchase price paid by the Developer for each Unit shall be deemed to be the sum of $310,802[†] and the period of ownership shall begin with the date that a certificate of occupancy is issued with respect to the Unit. Real estate commissions, seller's closing costs, and Capital Improvements that are not Permitted Capital Improvements shall not be included in the Maximum Resale Price. Nothing in this Covenant shall be construed to constitute a representation or a guarantee by the City that any sale of a Unit by a Unit Owner or the Project Owner shall obtain the Maximum Resale Price.

3.15 TRANSFER OF TITLE. Unless otherwise provided herein, the Project Owner and each Unit Owner shall not enter into or execute any transaction that Sells any interest in a Unit without the prior written consent of the City.

3.16 NON-COMPLYING SALES OR TRANSFERS. Any Sale or transfer of the Unit without the written consent of, or notice to, the City in accordance with the terms of this Covenant, including, without limitation, any Sale or transfer wherein the Qualified Buyer obtains any financing or multiple financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed, shall be voidable at the option of the City. The Unit Owner or Project Owner, as the case may be, shall be liable for all costs and attorney's fees incurred in setting aside any non-complying Sale or transfer of his or her Unit.

3.17 NO DISCRIMINATION. The Project Owner or Unit Owner shall not discriminate against any person in the Sale of a Unit because of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age, familial status, source of income, Disability, genetic information, sexual orientation, gender identity or protected expressions. The Project Owner or Unit Owner shall take such action with respect to this Covenant as may be required to ensure full compliance with applicable local, state, and federal laws prohibiting discrimination.

[†] Calculation of sale price subject to change to reflect actual HOA fees for the Units.

3.18 ANNUAL COMPLIANCE REPORT. The Unit Owner shall provide the City with an Annual Compliance Report, *Park City Affordable Housing Affidavit for Owner-Occupied Units* (Exhibit E), by June 30 of each year. The Annual Compliance report shall be accompanied by a signed affidavit by the Unit Owner certifying that such Unit Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Unit Owner does not discharge the obligations of such Unit Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that each Unit Owner uses that Unit Owner's Unit as a Primary Residence and is otherwise in compliance with all terms of this Covenant, and each Unit Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

4. PHYSICAL CONDITION OF UNITS

4.1. CHANGES AND/OR CAPITAL IMPROVEMENTS. No substantial or non-cosmetic changes or capital improvements valued at more than $1,000 may be made to the Unit without the prior written approval of the City.

4.2. MINIMUM STANDARDS OF PHYSICAL CONDITION. The Project Owner and Unit Owner are required to maintain a minimum standard of physical conditions, as set forth in Exhibit C – Minimum Standards, for the Unit in order to receive the Maximum Resale Price. Sixty (60) days prior to any sale of the Unit, the City or a designee will conduct an inspection and provide a list to the Project Owner or Unit Owner as to the items that need to be remedied prior to closing to bring the Unit to minimum standards. If said inspection reflects items that do not meet the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price pursuant to Exhibit C, the Project Owner or Unit Owner shall be required to either bring the Unit to minimum standards or an equal cost will be deducted from the Maximum Resale Price. If the Unit meets the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price, the Unit may be sold for the Maximum Resale Price. The City will determine the Maximum Sales Price according to the formula set forth in Section 3.14, above.

5. EVENTS OF DEFAULT

5.1. IT IS A CRIMINAL OFFENSE TO DISREGARD THE RESTRICTIONS HEREIN. Each Project Owner and each Unit Owner, by acquiring the Unit, is deemed to acknowledge Ordinance 14-47 and Park City Municipal Code section 8-3-6, each as amended, which establish that it is a crime to commit affordable housing fraud. Ordinance 14-47 was ratified to "ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers . . . and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements." Any violation of Ordinance 14-47 and Park City Municipal Code section 8-3-6 as amended in connection with any Unit is an Event of Default, and the responsible party is subject to criminal prosecution.

5.2. EVENT OF DEFAULT. Noncompliance with any part of this Covenant constitutes an Event of Default. Events of Default shall include but are not limited to: (a) rental of all or a portion of the Unit that violates the provisions of Section 2 without prior written consent of the City; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using a Unit as an Owner-Occupied Primary Residence or for rental to a Qualified Renter; (d) failure to pay the monetary penalties of Section 5.3; (e) failure to submit the Annual Compliance Report required by Sections 2.8 or 3.18; (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit; or (g) using the Unit for purposes other than as an affordable Unit for a Qualified Renter or an Unit for a Qualified Buyer.

5.2.1. Rental of any Unit on a nightly or weekly basis shall constitute an automatic Event of Default. Notwithstanding the cure period under Section 5.3, following a Notice from the City to a Project Owner or Unit Owner of an Event of Default, the City may charge any Project Owner or Unit Owner that rents that Unit Owner's Unit on a nightly or weekly basis, automatic fines of up to the greater of $500 per day or the rate charged for rental of the Unit per night.

5.3. MONETARY PENALTIES. Upon written Notice from the City to the Project Owner or Unit Owner of an Event of Default, the Project Owner or Unit Owner shall have thirty (30) days to cure such noncompliance. If the Project Owner or Unit Owner does not cure the Event of Default within thirty (30) days, the City may assess monetary penalties against the Project Owner or Unit Owner of up to two-hundred and fifty dollars ($250.00) per day beginning on the thirty-first (31) day after Notice of the Event of Default.

5.4. CITY TO MAINTAIN A POSSIBILITY OF REVERTER. If the Project Owner or Unit Owner does not cure an Event of Default within sixty (60) days, then the City may initiate the process of obtaining title to the Unit as further described in this paragraph. The City shall send Notice to the Project Owner or Unit Owner that contains the specific Event(s) of Default, the dates of such noncompliance, a record of other Notices sent regarding such Event(s) of Default, and that notifies the Project Owner or Unit Owner of an informal hearing before the City Council to take place within sixty (60) days of such Notice, at which the Project Owner or Unit Owner may present evidence or call witnesses. After such Notice and informal hearing, the City Council shall issue a final ruling within sixty (60) days of the hearing which shall make a finding as to the Project Owner or Unit Owner's Event(s) of Default. Upon a final ruling of an Event of Default against such Project Owner or Unit Owner, the occurrence of such condition subsequent shall trigger the City's right to title in fee simple to the Project Owner or Unit Owner's Unit, and, upon the exercise of such right by the City, title will revert to and become revested in the City, and such title will be revested fully and completely in it, and the City will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the City's exercise of its reversionary interest, the City shall repay, or cause to be repaid any outstanding debt or obligation incurred by the Project Owner or Unit Owner who is the then current holder of fee title to the Unit for the acquisition of the Unit to the extent such debt or obligation

is secured by a recorded lien against the Unit. Upon successful closing of a Sale of the Unit from such Project Owner or Unit Owner to the City or its assign pursuant to Section 5.5, any reversionary interest of the City granted by this Section 5.4 shall terminate in regards only to that specific finding of Event of Default. If the City pays, or causes to be paid, pursuant to this Section 5.4, amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the City may seek a deficiency judgment against such Project Owner or Unit Owner for the difference between the amount paid and the Maximum Resale Price.

5.5. RIGHT TO PURCHASE. Upon a finding of an Event of Default by an informal hearing conducted by the City Council as described in Section 5.4, the Project Owner or Unit Owner shall offer to sell the Unit to the City at or below the Unit's Maximum Resale Price. Upon such finding of an Event of Default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 5.4, to exercise or assign its right to purchase pursuant to this Section 5.5, or to seek any other remedy provided to it at law or in equity.

5.6. REMEDIES NOT EXCLUSIVE. No remedy conferred by any of the specific provisions of this Covenant is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

6. GENERAL PROVISIONS

6.1. TERM OF COVENANT. The term of this Covenant shall commence as of the Effective Date set forth above and shall continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Unit is no longer necessary to satisfy the affordable or employee housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one or more additional consecutive ten (10) year terms.

6.2. AMENDMENTS. Any amendments or modification to this Covenant in whole or in part must be made in writing and agreed to by the then current holder of fee title and the City and must be recorded with the Recorder of Wasatch County, Utah. Amendments or modifications to this Covenant may be made to affect the individual Unit only, and such amendments or modifications shall be effective only when made by writings signed by the by the then current holder of fee title to the Unit specified in such modification or amendment at the time of the amendment or modification and the City and recorded with the Recorder of Wasatch County, Utah. The City may unilaterally modify the Covenant to provide clarification to any provisions that may be subject to differing interpretations, to correct any errors identified, or where the City deems such modification or

amendment necessary to effectuate the purposes and intent of the Covenant or bring this Covenant in compliance with applicable City Code or State of Utah or federal law and where such modification does not in the City's reasonable discretion materially impair the rights of the then current fee title owner or any Secured Creditor.

6.3. NO WAIVER. No waiver of any Event of Default or breach of this Covenant shall be implied from any omission by the City to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver, and then the waiver shall be operative only for the time and to the extent therein stated. Waivers by the City of any covenant, term or condition contained in this Covenant shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by either Party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

6.4. WAIVERS. The Project Owner and each Unit Owner hereby waives any defenses, rights, or remedies that each might otherwise assert against the City in connection with: (a) the application of the rule against perpetuities to this Covenant; or (b) any claim that the Covenants recorded against the Unit are not real covenants running with the land. This waiver shall be binding upon the successors and assigns of each of the Project Owner and Unit Owner and inure to the benefit of the successor and assigns of the City.

6.5. DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying a Unit to a Qualified Buyer, provided such conveyance was made in accordance with the requirements of this Covenant, including proper notice or consent rights of the City, the transferor of such Unit shall have no further liability under this Covenant respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor and excepting any outstanding fines or penalties due to the City hereunder and incurred during transferor's ownership of the Unit.

6.6. SALE AGAINST OWNER'S WILL. Without in anyway limiting the remedies and enforcement provisions granted the City by Sections 3.12, 5.4, and 5.5, nothing in this Covenant shall be interpreted to require the Project Owner or a Unit Owner to Sell a Unit against such Project Owner or Unit Owner's will.

6.7. SEVERABLE OBLIGATIONS AND LIABILITIES. Different individuals and entities may eventually own the Units. Each Project Owner and Unit Owner of a Unit shall not be liable to the City for any default, or encumbered by the obligations or liabilities incurred, by any other Project Owner or Unit Owner pursuant to this Covenant.

6.8. NOTICES. Any and all Notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries. Service by mail or courier shall be conclusively deemed made on the first

business day delivery is attempted. Each Party to this Covenant may change their respective addresses for the purpose of receiving Notice by a written Notice to the other Parties.

Notice to a Unit Owner or Project Owner shall be sent to the address on file with the Office of the Recorder of Wasatch County, Utah.

Notice to the Initial Project Owner shall be addressed to the following address or to the address on file with the Office of the Recorder of Wasatch County, Utah:

DEER CREST ASSOCIATES I, L.C.
1375 Deer Valley Drive, Suite 105,
Park City, Utah 84060
Attn: Bill Fiveash

Any Notice or demand to the City shall be addressed to the City at the following address:

PARK CITY MUNICIPAL CORPORATION
PO Box 1480; 445 Marsac Avenue
Park City, Utah 84060-1480
ATTN: City Recorder and Housing Office

6.9. SEVERABILITY. If any term, provision, covenant or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Covenant shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such remaining provisions. In the event that all or any portion of this Covenant is found to be unenforceable, this Covenant or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Covenant or that portion which is found to be unenforceable.

6.10. ATTORNEYS' FEES. If any Party, including any Unit Owner, shall take or defend against any action for any relief against another party arising out of this Covenant, the prevailing Party in such action or defense shall be entitled to reimbursement by the other Party for all costs including but not limited to reasonable attorneys' fees and court costs incurred by the prevailing Party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

6.11. CHOICE OF LAW. This Covenant shall be governed and construed in accordance with the laws of the State of Utah.

6.12. SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the Parties.

6.13. THIRD PARTY BENEFICIARY. The benefit of this Covenant shall run to the City personally and is not intended to, and does not, confer enforcement rights on any third parties.

6.14. PARAGRAPH HEADINGS. Paragraph or section headings within this Covenant are inserted solely for convenience of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

6.15. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

6.16. COVENANTS RUN WITH LAND. The City intends, declares, and covenants on behalf of itself, all future owners of the Units, and all parties that obtain any interest in the Units that this Covenant and the restrictions set forth herein regulating and restricting the rent, use, occupancy and transfer of the Units shall be covenants running with the land and improvements constituting the Units for the benefit of the City and shall encumber the Units and shall be binding upon all subsequent assigns of the Project Owner of the Units and each Unit Owner of the Units and any other party with an interest in the Units.

6.17. INTEGRATION. This Covenant constitutes the entire Covenant between the Parties with respect to the matters set forth herein.

6.18. INTERPRETATION. The terms of this Covenant shall be interpreted so as to avoid speculation on the Units and to ensure to the extent possible that the Unit Maximum Rent or the Unit Maximum Resale Price remains affordable.

6.19. SUPERIORITY OF COVENANT. The Project Owner and each Unit Owner acknowledges that each have not and will not execute any other covenants or agreements with provisions contradictory to or in opposition to the provisions of this Covenant and that this Covenant is controlling as to rights and obligations between and among the Project Owner, the Developer, the City, and each Unit Owner related to the Units.

6.20. NO CITY LIABILITY. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Project Owner or the Unit Owner against any loss.

6.21. COUNTERPARTS. This Covenant may be executed in several counterparts, all of which together shall constitute one binding Covenant on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

6.22. RECORDATION AND SUBSEQUENT PHASES. Upon execution of this Covenant, the Developer shall cause this Covenant to be recorded in the public records of the County Recorder of Wasatch County, Utah simultaneously with the recording of the Plat and against Units which are to be constructed in the first phase of the Project and shall pay all fees and charges incurred in connection therewith. The Developer shall (a) cause this Covenant to be recorded against the Units in future phases of the Project upon the recordation of condominium plats for such phases, (b) immediately following the recordation of the condominium plat for each future phase the Developer shall transfer to the City, by deed, the condominium unit(s) in such phase that will be subject to this Covenant, and immediately thereafter the City shall transfer back to the Developer, by deed, the condominium unit(s) so transferred in order to restore ownership to the Developer, and (c) following such exchange of deeds this Covenant shall be recorded against the affordable Units being added in such phase. Prior to recordation of this Covenant against the Units Developer shall cause (i) the condominium units becoming subject to this Covenant to be free and clear of all security instruments (deeds of trust or mortgages), or (ii) if this Covenant and transfer deeds are recorded against one or more subsequent phases that are the subject of one or more security instruments, the Developer shall cause this Covenant to be recorded together with a subordination agreement, subordinating the lien of any security instrument to this Covenant and consenting to the transfer deeds. Developer agrees that until this Covenant has been recorded against the property that will be developed as Phases II and III of the Project, Developer will not cause or allow any security instruments to be recorded against such property without first obtaining the prior written consent of the City, which shall not be unreasonably withheld or delayed.

6.23. DEVELOPER'S CERTIFICATION. By execution of this Covenant the Developer certifies as to the following:

6.23.1 Developer is duly and validly organized and is in good standing under the laws of the State of Utah.

6.23.2 Developer has the requisite power and authority and has received any necessary lender or internal consents to own the Units, to enter into this Covenant, and to operate the Units according to the terms of this Covenant.

6.23.3 The person named below and signing on behalf of Developer has received all necessary approvals and is duly authorized to bind Developer to all of the terms and conditions found in this Covenant.

6.23.4 To the best of its knowledge and belief, the execution and delivery by the Developer of this Covenant, and the consummation of the transactions described herein, do not conflict with or result in a breach of any of the terms, provisions or condition of any agreement or instrument to which Developer may be bound, or of any order, law, rule or regulation of any court or governmental body or administrative agency having jurisdiction over the Developer or the Project.

6.23.5 This Covenant is intended to a legal, valid and binding obligation of Developer, enforceable in accordance with the terms herein.

6.23.6 The execution of this Covenant and its enforceability as a covenant running with the land, when recorded in the public land records of Wasatch County, Utah, does not require any additional notice or filing or the consent or approval of any partner, officer, or any other party, except those notices and filings which have heretofore been made and delivered to the City.

6.23.7 There is no litigation, action, or suit pending against or affecting or involving the Developer or the Project which would materially and adversely affect the ability of the Developer to operate the Units in accordance with this Covenant.

6.23.8 To the best of Developer's knowledge, there is no default existing, or any condition existing which, with the passage of time, or the giving of notice, or both, would result in a default of the due performance or observance of any material obligation, agreement, covenant, or condition contained in any contract, indenture, mortgage, loan agreement, lease or other document binding upon the Developer or the Units which would materially and adversely affect the ability of the Developer to operate the Units in accordance with this Covenant.

6.23.9 The Developer has the right and authority to enter into this transaction as contemplated by this Covenant, including each Recital, and to restrict use of the Units, and the Units shall be bound by the terms herein. There are no Encumbrances on the Project except for those Encumbrances listed on Exhibit F hereto. As used in this Section 6.23.9, "Encumbrances" shall mean any lien, easement, right of way, roadway (public or private), declaration, condition, covenant, or restriction (including any declaration, condition, covenant, or restriction in connection with any condominium development or cooperative housing development), lease or other matter of any nature that would affect title to the Units or that would affect the ability of the City to enforce the terms and conditions of this Covenant.

6.24. AUE REQUIREMENT. The Developer recognizes and agrees that the fulfillment of any AUE requirement related to the Property is conditional on the Units being rented to Qualified Renters for not more than the Maximum Rent or sold in accordance with the terms herein. In the event any subsequent Project Owner fails to operate the Units as AUEs pursuant to this Covenant, City may require such Project Owner to provide replacement AUEs in the amount which had previously been fulfilled by any Unit to which this Covenant is no longer enforceable.

6.25. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPER, FOR SO LONG AS IT OWNS ONE OR MORE OF THE UNITS AND, THEREAFTER, EACH SUBSEQUENT PROJECT OWNER OTHER THAN

DEVELOPER, SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, MEMBERS, SERVANTS, EMPLOYEES, AFFILIATES, SUCCESSORS, REPRESENTATIVES, OFFICERS AND DIRECTORS (COLLECTIVELY "INDEMNIFIED ENTITIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, ATTORNEYS' FEES, AND CAUSES OF ACTION ARISING OUT OF OR RESULTING FROM THIS COVENANT, THE PROJECT, OR THE CITY'S ENFORCEMENT OF THE TERMS HEREIN AGAINST EITHER THE PROJECT OWNER OR THE DEVELOPER. SHOULD ANY PROJECT OWNER FAIL TO OPERATE THE PROJECT AS AUES IN FULFILLMENT OF THE DEVELOPER'S AUE REQUIREMENTS SPECIFIED HEREIN, SUCH PROJECT OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ALL COSTS, EXPENSES, AND ATTORNEYS FEES INCURRED IN ENFORCING THE AUE REQUIREMENTS OF DEVELOPER INTENDED TO BE FULFILLED BY THE OPERATION OF THE PROJECT IN ACCORDANCE WITH THIS COVENANT. THE OBLIGATIONS OF DEVELOPER (SO LONG AS IT OWNS A UNIT) AND ANY OTHER PROJECT OWNER PURSUANT TO THIS SECTION 6.25 SHALL BE JOINT AND SEVERAL.

IN WITNESS WHEREOF, the undersigned have executed this Covenant as of the Effective Date.

CITY:

Park City Municipal Corporation,
a Utah municipal corporation

By: _____
Name: Nann Worel
Its: Mayor

Attest:

_____
City Recorder

Approved as to Form:

_____
City Attorney

ACKNOWLEDGEMENT

STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 29th day of June 2022, by Nann Worel, in her capacity as Mayor of Park City Municipal Corporation, a Utah municipal corporation.

_____
NOTARY PUBLIC
Residing at: 445 Marsac Ave

My Commission Expires:
April 21st 2024

Crystal Kaufman
Notary Public, State of Utah
Commission # 0711552
My Commission Expires
April 21st 2024

DEVELOPER:

Deer Crest Associates I, L.C., a Utah limited liability company

By: _____
Name: Bill Fivecash
Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF)
):ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 28 day of June 2022, by Bill Fivecash, in his capacity as a authorized signatory of Deer Crest Assoc I LC.

_____
NOTARY PUBLIC
Residing at: Kamas, UT

My Commission Expires: 10/25/22

Notary Public - State of Utah
RUTH MATHER
Comm. #703060
My Commission Expires
October 25, 2022

Signature Page to Deed Restriction for Affordable Units at Founders Place Condominiums
S-2

EXHIBIT A

The following described real property is located in Wasatch County, Utah:

Legal Description of the Property

Units WH-1, WH-2, WH-3, and WH-4 Founders Place Condominiums, together with the undivided interest in the common areas and facilities appurtenant to such Units, according to the official plat thereof on file and of record in the Wasatch County, Utah Recorder's Office.

Tax Parcel No. _____

Tax Parcel No. _____

Tax Parcel No. _____

Tax Parcel No. _____

EXHIBIT B

PERMITTED CAPITAL IMPROVEMENTS

1. The term "Permitted Capital Improvement" as used in the Covenant shall only be allowed as they are consistent with the CCRs and design guidelines and shall only include the following:
    a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements.
    b. Improvements for energy and water conservation;
    c. Improvements for the benefit of seniors and/or handicapped persons;
    d. Improvements for health and safety;
    e. Addition of health protection devices (such as an exhaust system for the demonstrated existence of radon gas);
    f. Improvements to add and/or finish permanent/fixed storage space; and/or
    g. Improvements to finish unfinished space.

2. Permitted Capital Improvements as used in this Covenant shall NOT include the following:
    a. Jacuzzis, saunas, steam showers and other similar items;
    b. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
    c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit and/or improvements required to repair and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, and other similar items, unless replacement is energy efficient or for safety and health reasons.

3. All Permitted Capital Improvement items and costs shall be approved by the City or its Designee in writing prior to construction in order to be added to the Maximum Resale Price at the time of resale subject to depreciation as defined in Section 3.14. Permitted Capital Improvements are not included in the additional 3% calculation in Section 3.14(i). Capital Improvements must remain with the Unit and are limited to five percent (5%) of the Purchase Price paid by the current owner. Capital Improvements shall be depreciated on a straight line basis, ten percent (10%) per year for ten (10) years. In order to get credit for Permitted Capital Improvement where a building permit is required, the improvement will not be counted unless it received a final inspection and is considered completed by the City Building Department.

EXHIBIT C

MINIMUM STANDARDS FOR SELLER TO RECEIVE FULL RESALE VALUE

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances that existed in the original Unit, remain and are in good working order and good condition

DEFINITIONS:

Clean Unit: All rooms will be cleaned as stated below:

Kitchen:

- Range – Inner and outer services will be cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer – Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops – Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal – Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher – Must be in working order and inner and outer surfaces shall be clean.

Blinds, Windows, Screens:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades – Will be clean.
- Windows – All window surfaces, inside and outside of the window glass, shall be clean.
- Screens – Screens will be clean and in place with no holes or tears.

Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.

Bathrooms:

- Bathtub, Shower Walls, Sinks – Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet – Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile – All tile and grout will be clean.
- Mirrors and Medicine Cabinets – Mirrors and medicine cabinets shall be cleaned inside and out.
- Shelves and/or Other Cabinetry – All other shelving or cabinetry shall be cleaned inside and out.

Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.

Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations. Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean

Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.

Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.

Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.

EXHIBIT D

Park City Affordable Housing Affidavit For Rented Units

State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ *[name of Notary before whom affidavit is sworn]*, on this _____ *[day of month]* day of _____ *[month]*, 20____, personally appeared _____ *[name of affiant]*, known to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ *[his or her]* oath, deposes and says:

I currently own the property at _____(street address) which is a deed restricted home for affordability. I am fully aware of the restrictions and am to the best of my knowledge in compliance. I verify that I am currently renting it to a qualified individual for $_____ per month.

_____
[signature of affiant]

_____ _____
(printed name of affiant) *(phone)*

_____
[mailing address of affiant, line 1]

_____
[mailing address of affiant, line 2]

Subscribed and sworn to before me, this _____ *[day of month]* day of _____ *[month]*, 20____.

[Notary Seal:]

_____
[signature of Notary]

_____
[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060 by no later than November 29, 2013. rhoda.stauffer@parkcity.org or fax#435-658-9019

EXHIBIT E

PARK CITY AFFORDABLE HOUSING AFFIDAVIT FOR OWNER OCCUPIED UNITS

Park City Affordable Housing Affidavit
For Owner Occupied Units

State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ *[name of Notary before whom affidavit is sworn]*, on this _____ *[day of month]* day of _____ *[month]*, 20____, personally appeared _____ _____ *[name of affiant]*, known to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ *[his or her]* oath, deposes and says:

I currently own my residence at _____ (street address) which is a deed restricted property to preserve affordability. I am fully aware of the restrictions and am to the best of my knowledge in compliance including the requirement for owner occupancy. I verify that I continue to live in it as my primary residence. I have never rented my home even for short periods of time. I have not acquired any direct interest in other real property since my purchase of the deed restricted unit listed above. If approved by the city's housing office to rent to a roommate, please list name, employment and amount of rent charged: _____ _____.*

_____
[signature of affiant]

_____ _____
(printed name of affiant) *(phone)*

_____
[mailing address of affiant, line 1]

_____ _____
[mailing address of affiant, line 2] *(email address)*

Subscribed and sworn to before me, this _____ *[day of month]* day of _____ *[month]*, 20____.

[Notary Seal:]

_____
[signature of Notary]

_____
[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

**Primary Residence is defined as the domicile in which you live for no less than 9 months out of any given 12 month period.*

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060.
Forms may also be emailed to rhoda.stauffer@parkcity.org or faxed to 435-658-9019.

EXHIBIT F

LIST OF ENCUMBRANCES

1. Lien of Taxes, now accruing as a lien, but not yet due and payable Year: 2022.

2. The land described herein is located within the boundaries of Wasatch County, Wasatch County Special Service Districts, Wasatch County Water District, Tax Area 022, and is subject to any assessments levied thereby.

3. Subject to any loss or claim resulting from any erroneous assessment by Wasatch County because portions of the herein described property for Tax No. 00-0021-1977, are situated outside of said described property.

4. Subject to all matters disclosed in the following:

   a. Patent:
   Recorded: April 22, 1929
   Entry No.: 45650
   Book / Page: 10 / 170

   b. Patent:
   Recorded: September 18, 1980
   Entry No.: 120923
   Book / Page: 135 / 501

   c. Patent:
   Recorded: December 11, 1980
   Entry No.: 121670
   Book / Page: 137 / 214

5. Subject to all matters disclosed in the Mineral Surveys 6645, 6979, and 6867.

6. Subject to any loss or claim arising from the incorrect, incomplete or inaccurate abstracting or indexing, or any documents affecting the herein described property by the Wasatch County Recorder's Office.

7. Water rights, claims or title to water, whether or not shown by the public records.

8. Excepting therefrom all oil, gas and minerals and any rights appurtenant thereto.

9. Reservations in favor of the Grantor:

   Grantor: Park City Consolidated Mines Company
   Recorded: October 17, 1990
   Entry No.: 153690
   Book/Page: 222 / 623

   And as shown in that Confirmatory Deed and Assignment:

Recorded: June 02, 1998
Entry No.: 203760
Book/Page: 384 / 450

And as shown in that Confirmatory Deed and Assignment:

Recorded: June 02, 1998
Entry No.: 203761
Book/Page: 384 / 456

10. Memorandum of Agreement, including the terms and conditions thereof:

Between: Park City Consolidated Mines Company, a Utah corporation
And: Deer Crest Associates I, L.C., a Utah limited liability company
Dated: June 28, 1996
Recorded: July 1, 1997
Entry No.: 187887
Book/Page: 325 / 756

11. Findings and Order on Density Determination, including the terms and conditions thereof:

Dated: December 20, 1991
Recorded: December 31, 1991
Entry No.: 158784
Book/Page: 237 / 241

First Amended Findings and Order on Density Determination, including the terms and conditions thereof:

Dated: August 05, 1996
Recorded: August 08, 1996
Entry No.: 188648
Book/Page: 328 / 684

12. Grant of Easements, and the terms and conditions thereof:

Grantor: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Grantee: State of Utah, acting by and through the School and Institutional Trust Lands Administration
Recorded: June 20, 1996
Entry No.: 187675
Book/Page: 324 / 806

13. Grant of Easements, and the terms and conditions thereof:

Grantor: State of Utah, acting by and through the School and Institutional Trust Lands Administration
Grantee: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Recorded: June 20, 1996
Entry No.: 187676

Book/Page: 324 / 816

14. Grant of Easement, and the terms and conditions thereof:

Grantor: Trans-Wasatch Company, L.L.C., a Utah limited liability company
Grantee: Wasatch County, a political subdivision of the State of Utah
Recorded: July 1, 1996
Entry No.: 187883
Book/Page: 325 / 727

First Amendment to Grant of Easement:

Recorded: August 12, 2021
Entry No. : 505507
Book/Page: 1369 / 1893

15. Easement Agreement, including the terms and conditions thereof:
Between: Deer Crest Associates I, L.C., a Utah limited liability company, Grantor
And: Deer Crest Master Association, a Utah non-profit corporation, Grantee
Dated: December 29, 2014
Recorded: May 6, 2015
Entry No.: 411709
Book/Page: 1129 / 711

16. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: July 1, 1996
Entry No.: 187891
Book/Page: 325 / 783

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

17. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: July 1, 1996
Entry No.: 187895
Book/Page: 326 / 78

18. **Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**

Recorded: November 3, 1997
Entry No.: 198235
Book/Page: 363 / 542

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: July 28, 2009
Entry No.: 350749
Book/Page: 996 / 1476

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403160
Book/Page: 1109 / 1452

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403161
Book/Page: 1109 / 1484

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: August 04, 2014
Entry No.: 403162
Book/Page: 1109 / 1516

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: January 13, 2016
Entry No.: 420069
Book/Page: 1148 / 1652

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: December 04, 2017
Entry No.: 445946
Book/Page: 1209 / 294

Amended Declaration of Covenants, Conditions and Restrictions:

Recorded: January 05, 2018
Entry No.: 447159
Book/Page: 1212 / 163

Contains provision for continuing assessment liens, compliance should be checked by contacting the owners association.

19. **Memorandum of Contribution Agreement, including the terms and conditions thereof:**

    By and between: Deer Crest Associates I, L.C., Deer Hollow Investment LLC, a Delaware limited liability company and Deer Hollow Development Holdings, LLC, a Delaware limited liability company
    Dated: December 12, 2020
    Recorded: January 15, 2021
    Entry No.: 492322
    Book/Page: 1333 / 1845

20. **Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder, including but not limited to severed minerals and/or mine dumps existing on said property.**

21. **Discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.**

22. **Right-of-Way and Easement Grant, and the terms and conditions thereof:**

    Grantor: Deer Crest Associates I, L.C., a Utah limited liability company
    Grantee: Questar Gas Company
    Recorded: June 1, 2000
    Entry No.: 224564
    Book/Page: 464 / 4

23. **Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat:**

    Recorded:
    Entry No.:
    Book / Page:

24. **Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.**

Recorded:
Entry No.:
Book/Page:

Amended Declaration of Covenants, Conditions and Restrictions:
Recorded:
Entry No.:
Book/Page:

EXHIBIT "F" SLALOM VILLAGE AREA

Multi-Family Exhibit

SLALOM VILLAGE OPEN SPACE DEDICATION

Slalom Village Development Envelope

PROPERTY LINE

SLALOM VILLAGE

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

KEETLEY ROAD

Crash Gate

Entry

EMERGENCY/UTILITY

LANE ONLY

Entry

Crash Gate

Slalom Village Single Family Lots

SLALOM COURT

SLALOM COURT

Cottages

Only

Development Envelope

SKI RUN

SKI RUN

SKI RUN

SKI RUN

SKI RUN

Ski Academy

SKI RUN

Development Envelope

KEETLEY ROAD

SLALOM CHAIRLIFT

Wasatch County Design Review Committee (DRC) Comments

Project ID: DEV-9801
Project Name: Misc - Founders Place Phase III Condominium Plat
Vesting Date: 9/5/2024
Review Cycle #: 1

Review Cycle Status: Changes Required

Project comments have been collected from reviewers for the above noted review cycle and compiled for your reference below. Please review the comments and provide revised plans/documents if necessary. **Resubmittals must include a plan review response letter** outlining where requested changes and corrections can be found. Failure to provide such a letter will result in the project being returned to you.

When uploading revisions please name your documents exactly the same as it was previously uploaded. Revision numbers and dates are automatically tracked. There is no need to re-upload documents that aren't being changed. DO NOT DELETE documents and then upload new ones.

Once you have addressed all of your items and successfully uploaded your revisions, be sure to re-submit your project for review. Resubmittal must be made through the portal in order to receive official review. Projects requiring Planning Commission approvals or recommendations will not be placed on a planning commission agenda until all DRC reviewers have recommended the item to move forward.

Entity	Decision
DRC – Health Department	APPROVED
DRC - Jordanelle SSD	REJECTED
DRC- Public Works	APPROVED
ENG-Engineering	APPROVED

Approved = Reviewing entity has approved the project under consideration of their applicable codes. Any open comments are considered conditions of the entities recommendation.

Ready for Decision = Reviewing entity recommends the project move forward to a Planning Commission meeting (if applicable). Any open comments are considered conditions of the entities recommendation.

Changes Required = Reviewing entity has identified an issue(s) that needs to be resolved before recommending the project move forward.

No Action = Reviewing entity has not taken any action for the review cycle.

Overall Project Comments

DRC Project Comments		
Comment ID	**Entity**	**Comment**
DRC-JSSD1	DRC - Jordanelle SSD	Provide landscape irrigation plans for review of water dedication.
DRC-JSSD2	DRC - Jordanelle SSD	Plan review for sewer and water construction drawings to be coordinated with JSSD and District Engineer for approval.

Project Document Sheet Comments by Reviewing Entity

REVIEWING ENTITY CONTACT INFORMATION

You are welcome to contact any of the Wasatch County DRC reviewing entities.

Affordable Housing Office
Jeff Bradshaw - (435) 654-2053

Wasatch County Assessor Office
Todd Griffin – (435) 657-3199

Wasatch County Civil Attorney
Jon Woodard – (435) 657-3273

Wasatch County Building Department
Quinn Davis – (435) 657-3200

Wasatch County Engineering Department
Natalie Foster – (435) 657-3305

Wasatch County Fire Special Service Area
Clint Neerings – (435) 940-9636

Wasatch County GIS Department
Ivan Spencer – (435) 657-3194

Wasatch County Health Department
Tracy Richardson – (435) 657-3252

Jordanelle Special Service District
Max Covey - (435) 654-9233

Wasatch County Manager Office
Tiarra Cooper - (435) 657-3180

North Village Special Service District
Max Covey - (435) 654-9233

Wasatch County Planning Department
Planning Department – (435) 657-3205

Wasatch County Public Works Department
Brandon Cluff – (435) 654-1661

Wasatch County Recorder Office
Marcy Murray – (435) 657-3210

Wasatch County Sheriff Office
Jared Rigby – (435) 654-1098

Wasatch County Special Service Area #1 (Water)
Steve Farrell – (435) 657-3180

Strawberry Lakeview and Strawberry Ranches Special Services Districts
Max Covey - (435) 654-9233

Wasatch County Surveyor Office
James Kaiserman – (435) 657-3222

Twin Creek Special Service District
Max Covey - (435) 654-9233

Wasatch County Weed Department
Quintin Lewis – (435) 654-1661

Regional Trails
Don Taylor – dtaylor@mountainland.org

MIDA Coordinator
Mike Davis – mdavis@wasatch.utah.gov

Environmental Quality
Dallen Webster – dwebster@barr.com
Phone: 801-333-8434

October 2, 2024

RE: Founders Place Phase III

To Whom It May Concern:

My name is Tanner Blackburn. I am the General Manager of Deer Crest Master Association. With our Design Review Committee, plans for the entirety of Founders Place, included Phase III, have been review and approved.

The approved plans are consistent with all other units contemplated and constructed in the previously recorded governing documents.

As such, Deer Crest Master Association, is in support of and approves the plans presented for Phase III.

Please feel free to reach out with any questions.

Sincerely,

H. Tanner Blackburn

H. Tanner Blackburn

Deer Crest General Manager

Planning Commission
Staff Report

Subject:	**Snow Park Village**
Application:	**PL-21-04767, Master Planned Development** **PL-21-04811, Conditional Use Permit** **PL-22-05168, Subdivision**
Author:	**Rebecca Ward, Planning Director**
Date:	**October 9, 2024**
Type of Item:	**Public Hearing**

Public comment may be provided in public hearings or submitted to the Planning Department: alexander.barton@parkcity.org. The application's return to the Planning Commission is governed by administrative review standards. Substantive feedback on the pending application should not be directed to individual Commissioners nor by ex parte contacts (speaking to a Commissioner outside of public meetings). The applicant and community members should avoid calling, emailing, texting, or talking to individual Commissioners about the application except at designated public hearings.

Recommendation

Snow Park Village is scheduled for the Planning Commission's Special Meeting on October 30, 2024, to review and discuss the Applicant's Transportation Demand Management (TDM), including (I) traffic and parking management plans, (II) transit improvements, (III) pedestrian and bicyclist improvements, and (IV) ski lift realignment and gondola construction.

The City Engineer and City consultant Wall Consultant Group (WCG) will attend the Special Meeting to provide the Planning Commission with information on their ongoing review of the Applicant's updated Traffic Impact Study (TIS). In addition, the City's Transportation Planning Director and WSP, a specialist in transit planning, will attend to provide the Planning Commission with their review of the proposed transit circulation and transit hub.

To prepare for the Special Meeting, this report focuses on the Applicant's TDM, and relevant Conditions of Approval required by the City Council as part of the Applicant's requested vacation of 2.62 acres of Deer Valley Drive.

Staff recommends the Planning Commission:

(I) Review the TDM information outlined in this report and attached plans, provide input, and identify requested information for the Special Meeting on October 30,

(II) Open a public hearing, and

(III) Continue the public hearing to the October 30, 2024, Special Meeting.

Project Review

- September 11, 2024 – Applicant presented updated plans (Packet, Work Session Item 5.A; Audio).
- October 9, 2024 – Transportation Demand Management background.
- October 30, 2024 (Special Meeting) – Transportation Demand Management.
- November 13, 2024 – In-depth review of Phase I, the Construction Mitigation Plan, and Sustainability.
- December 11, 2024 – In-depth review of Phase I and potential Final Action.
- The Planning Commission has discretion to schedule additional meetings.

Description

Applicant:	Deer Valley Resort Company Deer Valley Development Company Hannah Tyler, Applicant Representative
Location:	2250 Deer Valley Drive
Zoning District:	Residential Development
Adjacent Land Uses:	Multi-Unit Dwellings Deer Valley Resort
Reason for Review:	The Planning Commission conducts a public hearing and takes Final Action on commercial Subdivision Plats, Conditional Use Permits, and Master Planned Developments pursuant to Land Management Code Section 15-1-8.

Summary

The 2014 General Plan anticipates the development of Snow Park and highlights several opportunities. For example, "[t]he Snow Park parking lots were allotted 210 residential unit equivalents and 21,890 square feet of commercial development within the Deer Valley Master Planned Development (MPD) in 1977. The Snow Park site area consists of 14.93 acres. The MPD set parameters for height ranging from twenty-eight (28) feet to forty-five (45) feet. The future development of the parking lots at Snow Park will have a tremendous influence on the character of the Lower Deer Valley neighborhood. The opportunity exists for a true 'village' base area to be built that is complementary to the surrounding multifamily condominiums set around the periphery of the parking lots."[1]

The Deer Valley MPD requires Planning Commission review and Final Action on a modification to the MPD, a Conditional Use Permit (CUP), and a Subdivision for the Snow Park Village (Exhibit A, August 8, 2024 Proposed Plans).

[1] General Plan, Neighborhoods 3, p. 239

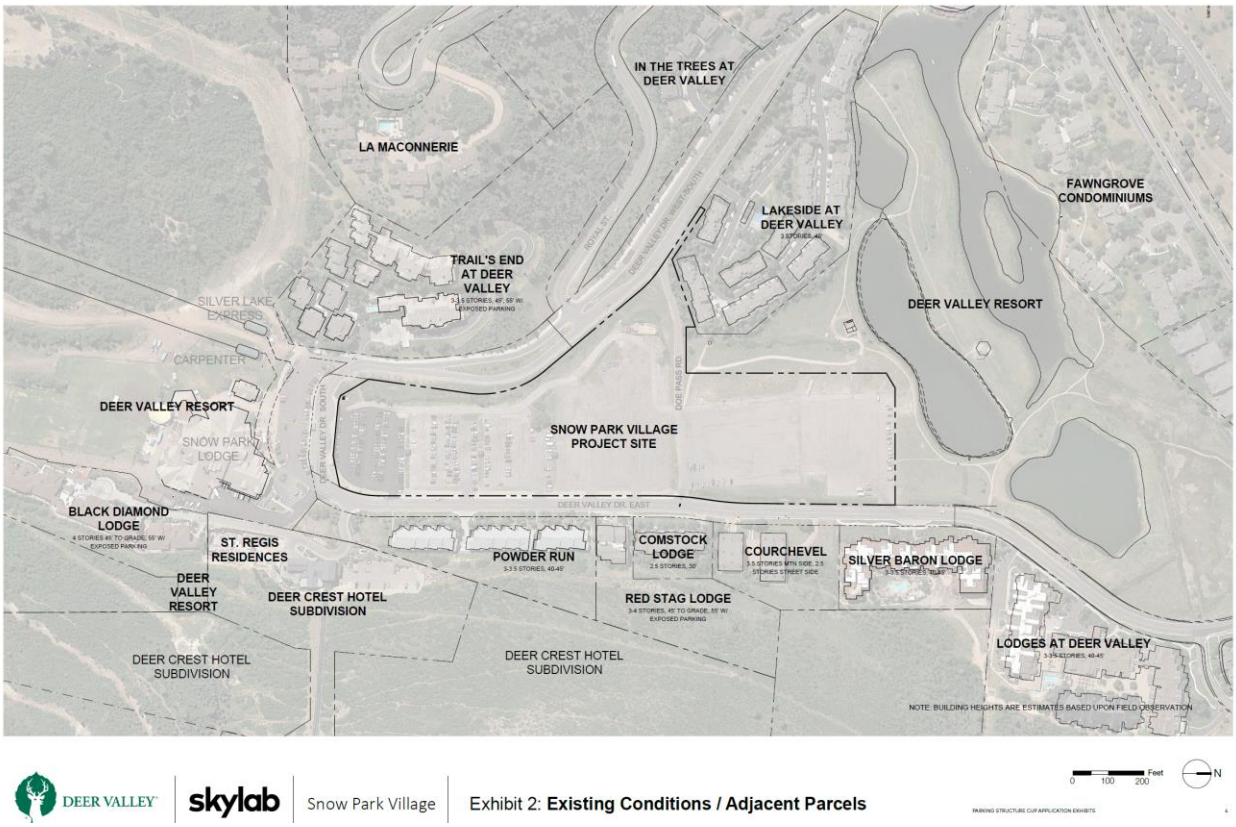


Figure 1: Applicant's Existing Conditions Submittal

Accordingly, the Applicant proposes to develop Snow Park Village in two phases:

- Phase I: 1,971 parking spaces in a three-level partially underground parking structure, an underground transit hub, and road, utility, and pedestrian infrastructure improvements.
- Phase II: 209.75 Residential Unit Equivalents, 21,890 square feet of commercial and support space, as well as resort accessory, residential accessory, support commercial, and meeting space uses.

The Applicant initiated the Phase I application in December of 2020, and indicates they may submit the Phase II application later this year.

Because the Phase II uses are yet to be determined and defined, evaluation of parking requirements through the standalone Phase I CUP is limited and may require reevaluation upon submittal of the Phase II permit. For example, pursuant to LMC Section 15-3-6, parking spaces for residential units depend on the square footage of the unit. Those numbers are not yet known. Also, the commercial square footages intended to serve those on site and those that will be open to the public are not yet distinguished. As more details become available, the Applicant's request for reduced parking, potential shared parking, and other considerations will be evaluated.

Deer Valley Master Planned Development History

- In 1977, the City approved a Special Exception Permit (the predecessor for today's Master Planned Development) for the Deer Valley MPD.
- Between 1977 and 2016, the Planning Commission approved 12 amendments to the Deer Valley MPD.
- The last amendment on November 30, 2016, outlines the following for the Snow Park Village:
    - 209.75 Residential Unit Equivalents.
    - 21,890 square feet of commercial and support space.
    - Support Commercial as defined in the LMC at the time of application.
- The Deer Valley MPD requires Planning Commission review of a CUP:
    ". . . Permittee shall submit a site-specific plan with relation to such parcel to the Commission requesting approval for construction on the parcel. In addition, the Permittee shall request the establishment of building site conditions with relation to the parcel . . .The procedure for the approval or disapproval of any site-specific plan shall be based upon the provisions of this Permit and the conditional use criteria of the Code in effect on the date of application."
- The Deer Valley MPD requires Planning Commission review of a Subdivision:
    - "*. . .The procedure for the approval or disapproval of any subdivision application shall be based upon the procedure provided in the City subdivision ordinance in effect at the time of application."*
    - (Exhibit B, Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit).

Conditional Use Permit

- The 2014 General Plan anticipates the Planning Commission's CUP review of Snow Park Village. "The Deer Valley MPD requires approval of a Conditional Use Permit (CUP) prior to building the Snow Park Development. The future CUP will be reviewed for compatibility, mass, and scale; however, it does not have any flexibility to adjust the parameters of the MPD in terms of height and building pads. To ensure the best design to protect view corridors and improve circulation, additional flexibility for height and building pads is likely to be necessary. As the last large development to be built in the lower Deer Valley neighborhood, compatibility, view corridors, circulation, and connectivity is a priority for the future design."[2]
- CUP Phase I as proposed includes:
    - 1,971 parking spaces in a three-level partially underground parking structure.
    - An underground transit hub.
    - Road, utility, and pedestrian infrastructure improvements.

[2] General Plan, Neighborhoods 3, p. 239

Snow Park Village Subdivision

- The existing Snow Park Lodge was constructed on the 6.15-acre metes-and-bounds Parcel No. PC-900-4-A, 0.96-acre metes-and-bounds Parcel No. PC-900-3-3, and a portion of metes-and-bounds Parcel No. PC-900-4.
- The Snow Park Village is proposed to be developed on metes-and-bounds Parcel No. PC-745-12 (0.10 acres) and Parcel No. PC-745-11 (14.14-acres).
- The Subdivision proposal to combine these Parcels—as well as the 2.62 acres gained through the vacation of a portion of Deer Valley Drive—creates one 23.98-acre Lot to encompass the existing Snow Park Lodge and future Snow Park Village (Exhibit A, page 6).

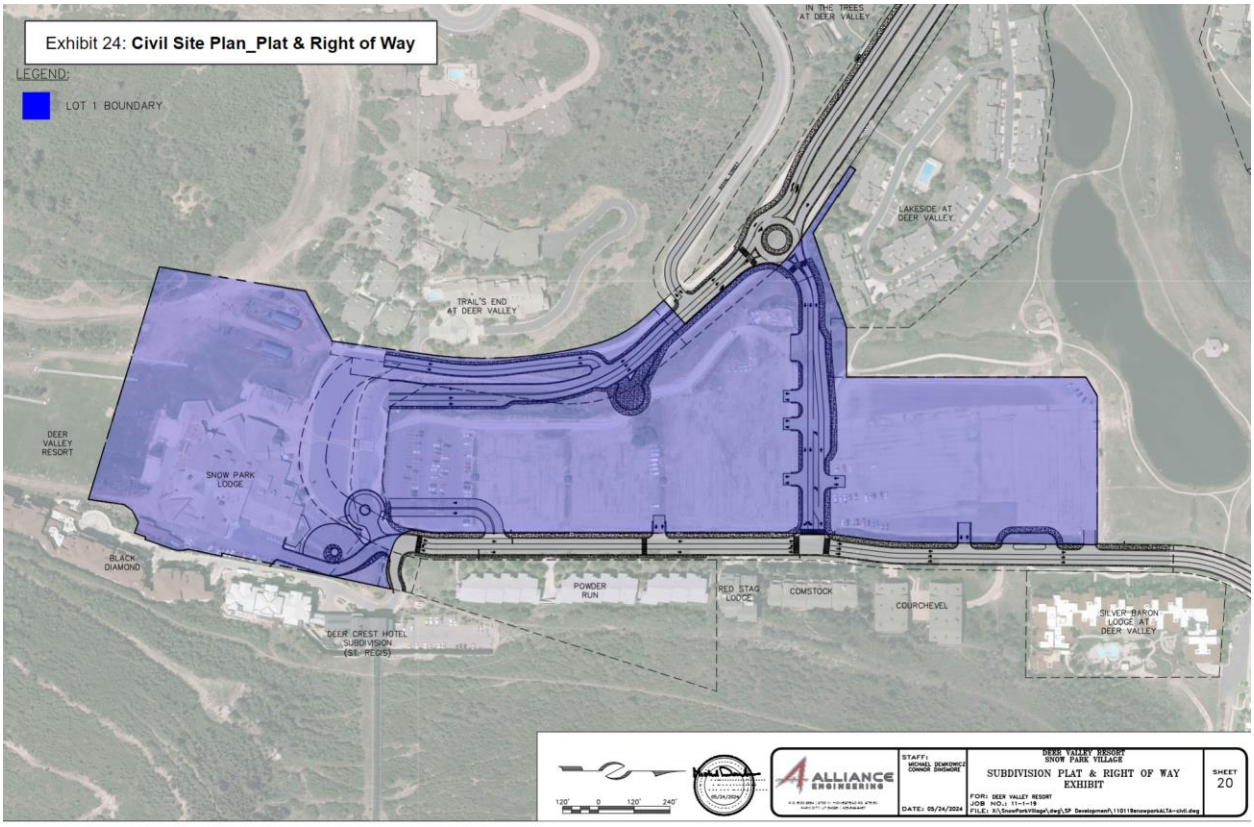


Figure 2: Applicant's Proposed Snow Park Village Subdivision in purple, a 23.98-acre Lot that encompasses the existing Snow Park Lodge and Snow Park Village

Background

On December 2, 2020, the Applicant requested a determination on whether the modification to the Deer Valley MPD for the Snow Park Village was minor or substantive. The modification was determined to be substantive, requiring Planning Commission review, and the Applicant applied for an MPD amendment, CUP, and Subdivision. To realign circulation and create a larger Snow Park Village plaza, the Applicant requested the City vacate 2.62 acres of Deer Valley Drive.

The Planning Commission conducted eight work sessions and public hearings on the project, and the Planning Commission and City Council reviewed the project in two joint meetings. To reference previous staff reports, exhibits, and meeting minutes, please

visit the Deer Valley MPD webpage and click on the meeting agenda tabs.

On January 18, 2023, the Planning Commission outlined recommendations for the City Council to consider when evaluating the Applicant's proposed vacation of 2.62 acres of Deer Valley Drive (Packet; Minutes; Planning Commission Recommendations).

On March 16, 2023, review shifted from the Planning Commission to the City Council to consider the Applicant's vacation proposal, resulting in a series of work sessions and public hearings throughout 2023.[3]

On December 14, 2023, the City Council approved Ordinance No. 2023-56 to vacate 2.62 acres of Deer Valley Drive, and formed a partnership with Deer Valley to create a regional off-site parking and transportation facility, long-term traffic and peak day mitigation strategies for Park City's transportation network, connection with the Deer Valley East Village [formerly known as Mayflower], and other modifications to the Deer Valley MPD, outlined below. The partnership is outlined in Resolution No. 24-2023.

The City Council continues to evaluate options for off-site parking facility, which will occur concurrently with the Planning Commission's project review.

Ordinance No. 2023-56 Vacating a Portion of Deer Valley Drive Requires the Applicant to Update the Snow Park Village Application.

The proposed Snow Park Village included vacation of 2.62 acres of Deer Valley Drive, shown below, to realign circulation and increase and connect the plaza.

[3] March 16, 2023 Council Public Hearing (Packet; Minutes); June 1, 2023 Council Work Session (Packet; Minutes); June 15, 2023 Council Public Hearing (Packet; Minutes); July 6, 2023 (Packet; Minutes), August 29, 2023 (Packet; Minutes), September 28, 2023 (Packet; Minutes), November 2, 2023 (Packet; Minutes), November 16, 2023 (Packet; Minutes), November 30, 2023 (Packet; Minutes), December 5, 2023 (Packet; Minutes), and December 14, 2023 (Packet; Minutes) City Council Public Hearings.

Figure 3: Applicant's Vacation of Right-of-Way Exhibit

In approving Ordinance No. 2023-56, the City Council found good cause in part because it:

- Reduces the number of allowed parking spaces designated for day skier use to 1,360 and restricts parking spaces for hotel, residential, dining, retail, entertainment, and commercial uses from use by day skiers, thereby reducing vehicle trips.
- Implements paid parking.
- Facilitates a new site plan that includes a new public transit center which accommodates transit busses, resort/lodging vehicles, and day skier drop-off lanes.
- Is consistent with the General Plan for the Lower Deer Valley Neighborhood, which emphasizes maintaining the world-class resort experience, creating a village base area that is complementary to the surrounding neighborhood, encouraging alternative modes of transportation, and expanding winter and summer recreation amenities which are important to the economy and well-being of Park City.
- Promotes a resort neighborhood compatible design with a larger site area without height changes or exceptions.
- Creates a vibrant and master-planned Snow Park base resort area in advance of the 2034 Winter Olympics.

Ordinance No. 2023-56 requires the following from the Applicant prior to recordation of the Snow Park Village Subdivision and 2.62-acre Deer Valley Drive vacation:

- The project must maintain public pedestrian and bicycle access through the plaza area, effectively maintaining the loop for active transportation.
- The Applicant must enter into a public-private partnership with Park City Municipal:
    - The Applicant must pay $15 million to Park City for a regional, off-site parking and transportation facility.
    - The public-private partnership agreement must address long-term traffic and peak day mitigation strategies for Park City's transportation network.
    - Deer Valley must obtain Planning Commission approval of an amended 13th Master Plan Development Permit and final Subdivision Plat, which include these transportation and parking mitigation measures:
        - The proposed gondola between Snow Park and Silver Lake (the "Gondola") shall service or connect to another gondola servicing the base facilities of what is currently referred to as the Mayflower development [now Deer Valley East Village], at times determined by Deer Valley.
        - The MPD application must include the integrated resort infrastructure to support the expanded Gondola including:
            (i) up to 15,000 additional square feet at the current Deer Valley maintenance facilities south of Silver Lake;
            (ii) up to 15,000 additional square feet of restaurant/commercial facilities for expansion of public or skier service at Silver Lake Lodge;
            (iii) a realigned Carpenter lift to extend into the Snow Park project and allow for the Gondola;
            (iv) a new beginner ski pod adjacent to the new gondola alignment serviced by newly proposed "Lift 7" circulator lift, which may be incorporated into the pending MPD amendment or permitted via stand-alone Conditional Use Permit approvals.
        - Skier, day use, and employee parking plans, as well as the full connection of the proposed gondola alignment including HWY 40 and Mayflower [Deer Valley East Village], in amended mitigation plans.
- In addition to entering into a public-private partnership agreement with the City, the Applicant must obtain Planning Commission approval and finalize the Subdivision by December 14, 2025, or the approval to vacate the 2.62 acres of Deer Valley Drive is null and void.

Resolution No. 24-2023 Authorizing the Mayor to Execute a Non-Binding Letter of Intent Regarding a Public-Private Partnership with Deer Valley Requires the Applicant to Update their Snow Park Village Application.

In addition to approving Ordinance No. 2023-56 on December 14, 2023, the City Council approved Resolution No. 24-2023, outlining a Letter of Intent for the public-private partnership. This Resolution outlines the following relevant to the Snow Park Village project review:

- Parking for all of Snow Park shall be limited to 1,971 spaces.
- Only 1,360 parking spaces may be designated for day skier use.
- 611 parking spaces are designated for hotel, residential, dining, retail, entertainment, and commercial uses, and prohibited for day skier parking.
- Paid parking shall be implemented.
- A gondola from Snow Park to Silver Lake shall be included in the MPD. Gondola access shall continue to the gondola coming from the Mayflower [Deer Valley East Village] area.
- Doe Pass Road shall be improved and allow perpetual public access rights, including emergency, utility, and transportation easements.
- An enhanced public transit center to accommodate transit, resort/lodging vehicles, and drop off lanes.
- Skier, day use, employee parking plans, and use of the full gondola alignment including the area (temporarily referred to as Mayflower area) [Deer Valley East Village] shall be provided for in updated Snow Park mitigation plans. No aspect of those plans will allow the MPD to regulate any portion of the resort located outside of Park City boundaries.
- Exhibit 2 to the MPD shall include up to 15,000 additional square feet for maintenance facilities and up to 15,000 additional square feet for restaurant/commercial facilities for use at Silver Lake Lodge, which will support use of the gondola.
- Carpenter lift will be realigned to allow the location of the gondola to Silver Lake Lodge.
- A proposed Lift 7 circulator lift will be included along the new gondola alignment to provide a beginner ski pod.
- Deer Valley's affordable housing obligations under the MPD of 67.1 Affordable Unit Equivalents shall be satisfied by construction of new affordable housing within City limits and near public transit.
- Construction Mitigation Plans will maintain temporary public access and regulate permitted times for truck trips to minimize soil hauling resulting from excavation. If soil removal results from environmental/mining activities, Park City will use reasonable efforts to support mitigation plans to minimize off-site hauling, including exploring a potential code amendment to reduce impacts or to facilitate efficient and safe development.

Analysis

The General Plan highlights the need for proactive transportation solutions for Snow Park Village. The vacation of 2.62 acres of Deer Valley Drive requires the Applicant to (I) mitigate traffic and implement a parking management plan, (II) facilitate transit improvements, (III) improve pedestrian and bicyclist connectivity, and (IV) realign lifts and build a gondola.

The 2014 General Plan highlights the need for comprehensive solutions to address traffic in the Lower Deer Valley neighborhood. “Essential to the continued success of Deer Valley is the ongoing collaboration between the City and Deer Valley Resort to manage traffic flows in and out of Deer Valley Drive. As the base area and surrounding neighborhoods build out, it is essential that priority be given to alternative modes of transportation to encourage less dependency on personal automobiles and greater use of public transportation. Alternatives should be studied and implemented with a goal of connectivity between Deer Valley, Main Street, and the Swede Alley transit center. In addition, the use of park-and-ride facilities should be explored for employees on a regular basis and visitors during the busiest times of the season.”[4]

(I) The Applicant must mitigate traffic and implement a parking management plan.

According to *Park City Forward*, Park City’s Long-Range Transportation Plan, nearly 60% of all vehicle trips to the Lower Deer Valley neighborhood are single occupancy.[5] As indicated above, the General Plan emphasizes the importance of implementing comprehensive strategies to reduce single-occupancy vehicles and bring employees and visitors to the Snow Park base on transit, shuttle, foot, bike, and alternative modes like the proposed gondola.

The Planning Commission must find the project addresses and mitigates traffic,[6] and pursuant to LMC Section 15-1-10(D), the City shall not issue a CUP unless the Planning Commission concludes:

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

The Planning Commission evaluates 16 criteria as part of the CUP review, including:

- Traffic considerations and capacity of the existing streets in the area.
- Internal vehicular circulation.
- Emergency vehicle access.
- Location and amount of parking.

These four criteria are outlined below:

Traffic considerations and capacity of the existing streets in the area

On peak days, several intersections within the Lower Deer Valley neighborhood and beyond operate at a Level of Service F. In other words, vested development rights

[4] General Plan, Neighborhoods 3, p. 240
[5] Park City Forward, p. 33
[6] LMC Section 15-6-6(P)

without any mitigation, results in more intersections that fail during peak seasons. In January of 2022, the Applicant submitted the Snow Park Village Transportation Analysis prepared by Fehr and Peers, which identified several intersections that would decline to a Level of Service E, meaning significant delays can occur with poor progression and conditions at or near capacity, and Level of Service F, meaning there are excessive delays with unacceptable progression with forced or breakdown of operating conditions. See below:

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

Intersection			Existing Background	Existing + Project Mitigated[2]	2022 Background	2022 + Project Mitigated[2]	2040 Background	2040 + Project Mitigated[2]
ID	Location	Period	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]
1	Doe Pass Rd / Deer Valley Dr East	AM	-	8 / A	-	8 / A	-	12 / B
		PM	-	4 / A	-	6 / A	-	9 / A
2	Doe Pass Rd / Deer Valley Dr West	AM	-	6 / A	-	6 / A	-	6 / A
		PM	-	5 / A	-	6 / A	-	6 / A
3	Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West	AM	7 / A	7 / A	12 / B	7 / A	19 / C	12 / B
		PM	**41 / E**	10 / B	**49 / E**	12 / B	**54 /F**	15 / B
4	Deer Valley Drive / Marsac Avenue	AM	11 / B	12 / B	12 / B	14 / B	16 / C	21 / C
		PM	11 / B	13 / B	11 / B	14 / B	14 / B	17 / C
5	Deer Valley Dr / Bonanza Dr	AM	10 / B	11 / B	11 / B	11 / B	17 / B	24 / C
		PM	**165 / F**	**96 / F**	**123 / F**	**86 / F**	**150 / F**	**143 / F**
6	Deer Valley Dr / Park Ave / Empire Ave	AM	**73 / E**	**76 / E**	**84 / F**	**75 / E**	**76 / E**	**76 / E**
		PM	**89 / F**	**81 / F**	**90 / F**	**88 / F**	**91 / F**	**89 / F**
7	Bonanza Dr / Monitor Dr / SR-248	AM	12 / B	13 / B	13 / B	14 / B	15 / B	15 / B
		PM	18 / B	20 / C	22 / C	24 / C	40 / D	39 / D

Figure 4: Applicant's January 2022 Snow Park Village Transportation Analysis

Since the City Council's approval of the vacation, the Applicant revised its plans and proposed circulation and submitted a new Traffic Impact Study.

On June 28, 2023, the Planning Commission reviewed Park City's Transportation Impact Study Guidelines ("Guidelines") recently created by the City's Engineering and Transportation Departments, and Parametrix, to establish consistent criteria for Traffic Impact Studies (Packet, Item 4.A; Minutes, p. 1-9). The Applicant's Traffic Impact Study was updated to meet the City's Guidelines.

Internal vehicular circulation

On October 2, 2024, the Applicant submitted an updated Snow Park Village Traffic Impact Study prepared for Deer Valley by Fehr and Peers (Exhibit B). The Applicant proposes to keep the road network north of what is known as the “Y-intersection” (Deer Valley Drive and Deer Valley Drive North) and to change the following:

- Shift the transit hub to an underground facility near the Snow Park Base for transit and passenger vehicle pick-up and drop off in a one-way loop from Deer Valley Drive West, existing on Deer Valley Drive East.
- Install a roundabout at the Deer Valley Drive West and Doe Pass Road intersection.
- Install three-way stop signs at Deer Valley Drive East and Doe Pass Road.
- Install a traffic signal at Deer Valley Drive West and Deer Valley Drive East intersection to mitigate intersection delays.
- Provide left turn pockets at Solamere Drive and Queen Esther Drive intersections on Deer Valley Drive East.
- Construct a limited Shared Managed Lane for express transit access to the underground transit hub.

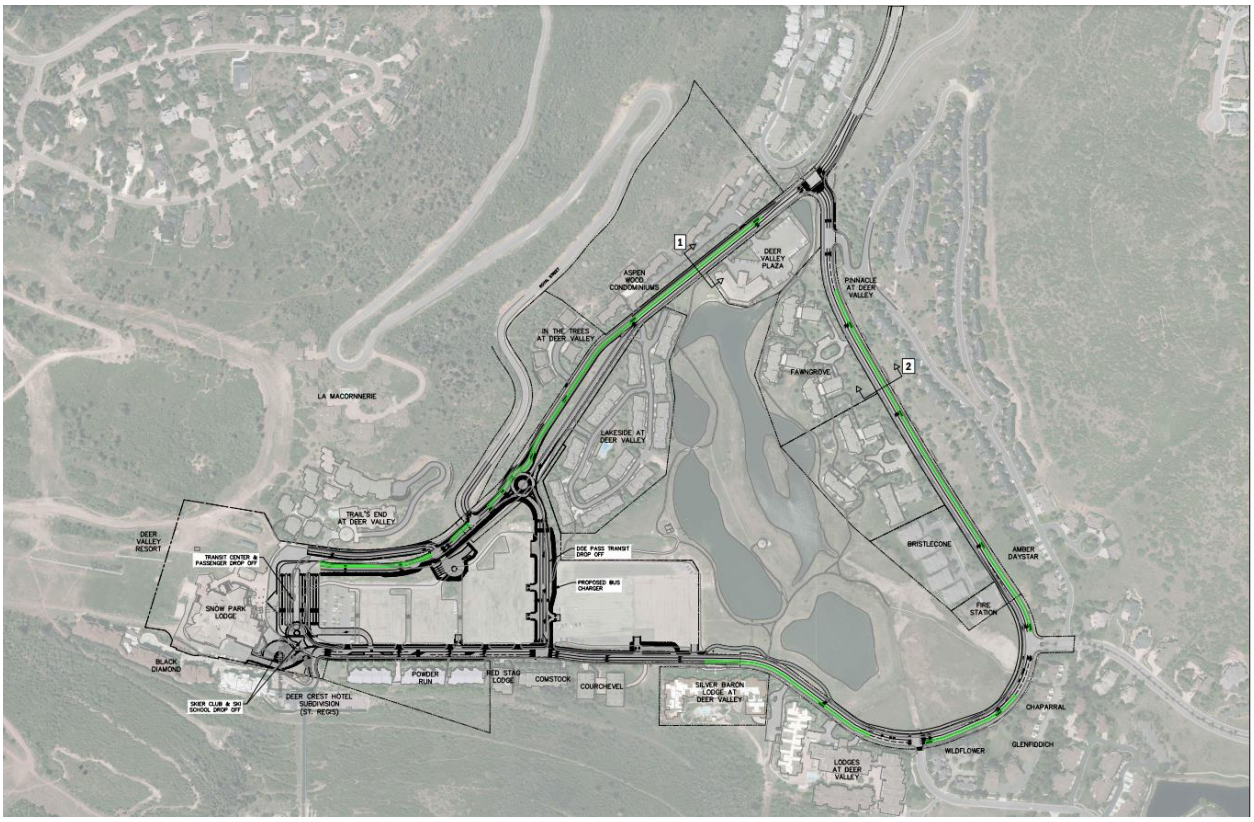


Figure 5: Applicant's Site Circulation Plan

Unsurprisingly, on peak days, the Level of Service outlined in the 2024 Traffic Impact Study below shows continued intersection failures, as many intersections will throughout Park City during these peak periods.

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

Intersection			Ex BG	2030 BG	2030+P	2040 BG	2040+P
ID	Location	Period	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]
1	Deer Valley Dr West / Deer Valley Dr East	AM	19 / C	15 / C	10 / B	20 / C	10 / B
		PM	**58 / F**	**56 / F**	35 / D	**56 / F**	36 / D
2	Amber Rd / Deer Valley Dr East	AM	9 / A	9 / A	8 / A	8 / A	8 / A
		PM	**229 / F**	**205 / F**	15 / C	**216 / F**	13 / B
3	Solamere Dr / Deer Valley Dr East	AM	11 / B	11 / B	8 / A	10 / B	8 / A
		PM	11 / B	10 / B	8 / A	10 / B	8 / A
4	Deer Valley Dr East / Queen Esther Dr	AM	11 / B	10 / B	7 / A	11 / B	7 / A
		PM	9 / A	10 / B	8 / A	9 / A	8 / A
5	Deer Valley Dr East / Doe Pass Rd	AM	**66 / F**	**72 / F**	25 / D	**74 / F**	25 / D
		PM	14 / B	14 / B	14 / B	15 / B	12 / B
6	Deer Valley Dr West / Royal St	AM	13 / B	13 / B	8 / A	14 / B	9 / A
		PM	11 / B	12 / B	9 / A	13 / B	8 / A
7	Deer Valley Dr West / Doe Pass Rd	AM	9 / A	9 / A	3 / A	9 / A	3 / A
		PM	**72 / F**	**88 / F**	28 / D	**93 / F**	31 / D
8	Mellow Mountain Rd / Deer Valley Dr	AM	17 / C	17 / C	18 / C	18 / C	20 / C
		PM	**39 / E**	**68 / F**	**40 / E**	**54 / F**	**78 / F**
9	Deer Valley Dr / Marsac Ave	AM	17 / C	17 / C	16 / C	18 / C	17 / C
		PM	**42 / E**	**61 / F**	**103 / F**	**64 / F**	**108 / F**
10	Middle Driveway (P3) / Doe Pass Rd	AM	-	-	10 / B	-	10 / B
		PM	-	-	**69 / F**	-	**72 / F**
11	East Driveway (P2) / Doe Pass Rd	AM	-	-	9 / A	-	9 / A
		PM	-	-	10 / B	-	10 / B
12	Deer Valley Dr East / North Driveway (P3)	AM	-	-	17 / C	-	17 / C
		PM	-	-	24 / C	-	23 / C
13	Deer Valley Dr East / South Driveway (P1)	AM	-	-	2 / A	-	2 / A
		PM	-	-	8 / A	-	8 / A
14	Deer Valley Dr East / Exit Ramps	AM	-	-	17 / C	-	14 / B
		PM	-	-	10 / B	-	11 / B

Figure 6: Applicant's October 2, 2024 Traffic Impact Study

To improve intersections near their development, the Applicant proposes to reduce its volume of day skier parking spaces and to implement a paid parking program and the Applicant's TDM Plan proposes several additional measures, including:

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

Source: Deer Valley

Figure 7: October 2, 2024 Traffic Impact Study, p. 55

On October 30, 2024, we suggest the Planning Commission discuss with the Applicant:

- Paid parking system details and some of the lessons learned and impacts at other resorts and locations using similar systems.
- The potential to implement a parking reservation system, similar to the successful program implemented at Park City Mountain Resort.
- The proposed designated ski club parking and its potential impacts on parking supply and demand.
- Potential hotel shuttles and drop off locations for guests, and how that interacts positively with the public transit drop off areas, and day skier drop off areas.
- Detailed plans regarding adjusting employee parking behaviors during peak periods, and how to further incentivize day skiers, season pass holders, and locals to use transit to access the base area instead of using a vehicle.

Emergency vehicle access

The proposed Shared Managed Lane serves not only transit access, but emergency vehicles as well. To ensure emergency access within Snow Park Village, the Applicant continues to meet with the Park City Fire District.

Additionally, the General Plan recommends improved traffic flow and emergency egress to HWY 40 for the Lower Deer Valley neighborhood. “Emergency management concerns for the Deer Valley area must be resolved to create alternate routes for evacuation if Guardsman Pass and/or Deer Valley Drive become impassible. The City should work with surrounding subdivisions to come to agreement on utilization of private roads in the case of an emergency. Safe egress connections between Lower Deer

Valley Drive, SR 248, and US 40 must be maintained."[7]

This was partly addressed through the development within Deer Crest in 2017, but there may be opportunities for continued evaluation and improvement. In 1995, Park City Consolidated Mines Company, Trans-Wasatch Company, and Park City Municipal Corporation entered into the Telemark Settlement Agreement for the development of the Deer Crest area along the City's eastern boundary and into Wasatch County.

On June 15, 2017, the City Council approved an amendment to the 1995 Settlement Agreement that outlines the following regarding emergency egress from Deer Valley Drive to HWY 40:

- Official vehicles of emergency service providers (police, fire, and emergency medical) are allowed to use Deer Hollow Road to provide emergency services to properties, residents, guests, and others within the project.
- Deer Hollow Road is otherwise for exclusive use by the owners, guests, and invitees within the project.
- The public may use Deer Hollow Road:
    - For an evacuation necessary to protect human life.
    - A natural disaster.
    - A major public safety event determined by the Park City Fire Marshal, Park City Police Chief, Wasatch County Fire Chief, or other public safety officer of similar rank in Park City or Wasatch County.
- The public may not use Deer Hollow Road for non-life endangering causes like:
    - Traffic congestion.
    - Delays caused by weather.
    - Public or private events and gatherings.
- Deer Crest Master Association must maintain and operate the Queen Esther and Jordanelle Gates in accordance with the 1995 Settlement Agreement to prevent public vehicle access between HWY 40 and Park City.
- If the gates are not operated in accordance with the 1995 Settlement Agreement and the Deer Crest Master Association does not cure the defect, the City may reinstate the Deer Hollow Road disconnection requirement at Deer Crest Master Owner Association expense (Exhibit C).

[7] General Plan, Neighborhoods 3, p. 240

Figure 8: Founders Place Vicinity Map showing Deer Hollow Road connection between Deer Valley Drive and HWY 40 and the Queen Ester and Jordanelle Gatehouses that prohibit through-traffic unless in an emergency

Location and amount of off-Street parking

Park City Forward highlights the importance of parking management and its relation to traffic in the Lower Deer Valley neighborhood. "Proactive parking management and robust employee commuter programs will be needed to further reduce vehicle trips and congestion. New technologies can support more guest and visitor mobility options."[8]

The Snow Park base has 1,340 parking spaces in five lots. The *Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit*, dated November 30, 2016, includes the following:

> Paragraph G, Off-Street Parking:
>
> *If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission*.

This provision has been included in the Deer Valley MPD since 1993 when the Seventh Development Agreement was completed. Since 1993, Deer Valley constructed temporary parking for the 2002 Winter Olympics and after the Olympics, converted the

[8] *Id*.

additional parking area into a snowmaking pond. This link shows the Snow Park lots from 1993 through 2018.

Deer Valley exceeded parking overflow allowances outlined in MPD Paragraph G during the 2018-2019 ski season. On August 14, 2019, the Planning Commission conducted a work session to discuss parking (Staff Report; Minutes, p. 4). The report includes the following:

- Surface parking lot capacity at that time provided approximately 1,250 spaces.
- During the 2018-2019 ski season there was considerable traffic and congestion.
- An average of 80 vehicles parked along Deer Valley Drive, creating conflicts with City buses and pedestrians.

As part of the August 14, 2019 work session, the Planning Commission approved an expansion of parking lot 5 to create an additional 90 parking spaces and encouraged the applicant to collaborate with the City to mitigate additional impacts. In November of 2019, the Planning Director approved an Administrative Permit for the expansion of the 90 parking spaces in lot 5, for a total of 1,340 parking spaces.

On December 19, 2019, the City Council discussed resort overflow parking on Deer Valley Drive in a work session and authorized a temporary parking program that allowed the resort up to 142 on-street parking spaces not to exceed 10% of the operating days (generally 13 to 14 days per season depending on the length of the season) (Staff Report, Minutes, 10).

Initially, in 2021, the Applicant proposed constructing 1,810 parking spaces, a 20% reduction. Later, the Applicant withdrew their request and proposed 2,262 parking spaces. The Applicant now requests 1,971 parking spaces for day skiers, village guests, and property owners:

> The greater Snow Park area currently has, at peak, around 1,700 parking spaces. As a result of a recent agreement with the City, the will be a 20% reduction of day skier spaces after the Snow Park project is constructed. This results in 340 fewer day skier spaces for a new total of 1,360. The new land uses such as the hotel and Event Barn at Snow Park will require parking. The amount allocated to these other uses is 611 spaces, for a total of 1,971 spaces for the overall project.
>
> There will be three levels of structured, controlled parking.
>
> - Level 1 consists of 885 day-skier spaces and 37 spaces for the event barn for a total of 922 spaces.
> - Level 2 consists of 476 day-skier spaces, 13 event barn, 119 hotel, and 160 spaces for the condominium parking for a total of 768 spaces.
> - Level 3 consists of 250 ski club spaces and 20 condominium spaces for a total of 280 spaces.
>
> The sum of parking stalls across the three levels is 1,971.

Figure 9: Applicant's October 2, 2024 Traffic Impact Study Parking Supply, p. 50

The access by use is:

- Day skiers will access parking from Doe Pass Road and Deer Valley Drive East (for parking at the north end of the project).
- Event Barn patrons will access parking from Doe Pass Road into the P2 entrance and from Deer Valley Drive East into the P3 entrance.
- Hotel guest parking will access their spaces from Doe Pass Road into the P2 entrance.
- Condominium residents will access parking from Doe Pass Road into the P2 entrance and from Deer Valley Drive East into the P1 entrance.
- Last, ski club members will access their spaces from Deer Valley Drive East into the P1 entrance.

Figure 10: Applicant's October 2, 2024 Traffic Impact Study, Parking Management, p. 50

Pursuant to LMC Section 15-6-5(E), the Planning Commission may reduce required parking when Applicant's submit a parking analysis that at a minimum shows:

1. The proposed number of vehicles required by the occupants of the project based upon the proposed Use and occupancy.
2. A Parking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy Parking.
3. Parking needs for non-dwelling Uses, including traffic attracted to Commercial Uses from Off-Site.
4. An analysis of time periods of Use for each of the Uses in the project and opportunities for shared parking by different Uses. This shall be considered only when there is Guarantee by Use covenant and deed restriction.
5. A plan to discourage the Use of motorized vehicles and encourage other forms of transportation.
6. Provisions for overflow Parking during peak periods.
7. An evaluation of potential adverse impacts of the proposed Parking reduction and Density increase, if any, upon the surrounding neighborhood and conditions of approval to mitigate such impacts.

The above criteria will be discussed in detail on October 30. Additionally, Ordinance No. 2023-56 requires the Applicant to submit amended skier, day use, and employee parking plans, to be discussed in the next meeting.

(II) The Applicant must facilitate transit improvements.

LMC Section 15-6-5(G)(8) states MPD site plans must include transportation amenities including drop-off Areas for van and shuttle service, and a bus stop, if applicable. Resolution No. 24-2023 requires the Applicant to develop an enhanced public transit center that accommodates transit, resort/lodging vehicles, and drop off lanes. As a result of the Partnership, the Applicant updated their plans and shifted the proposed transit hub from Doe Pass Road to an underground location near the Snow Park Lodge, closer to the lifts.

The Applicant's previous submittal included a transit hub on Doe Pass Road:

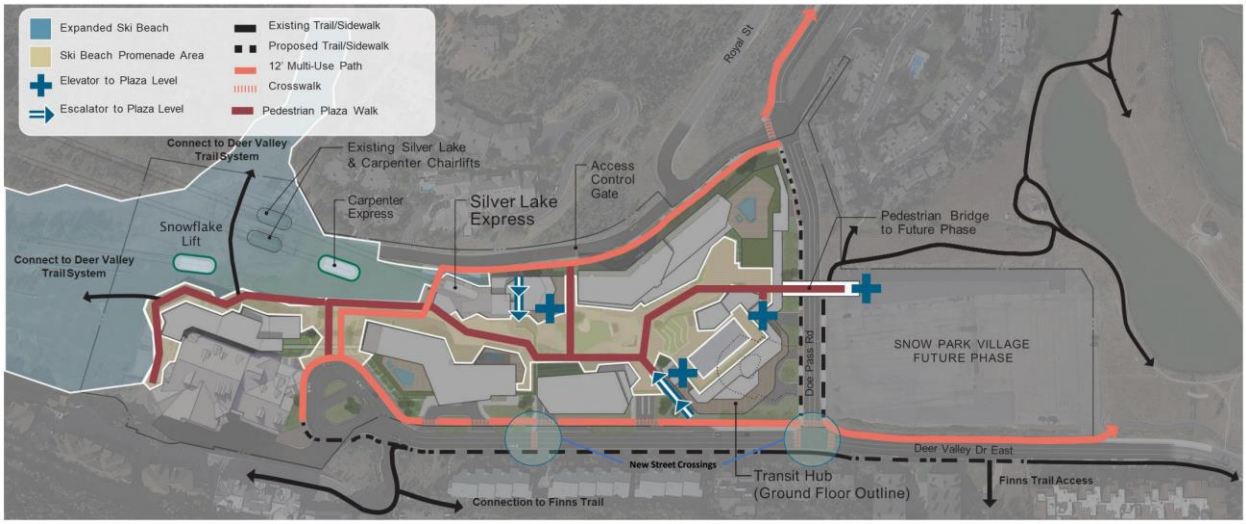


Figure 9: Applicant's December 1, 2022 Submittal

The updated plans shift the transit hub to an underground location near the Snow Park Lodge.

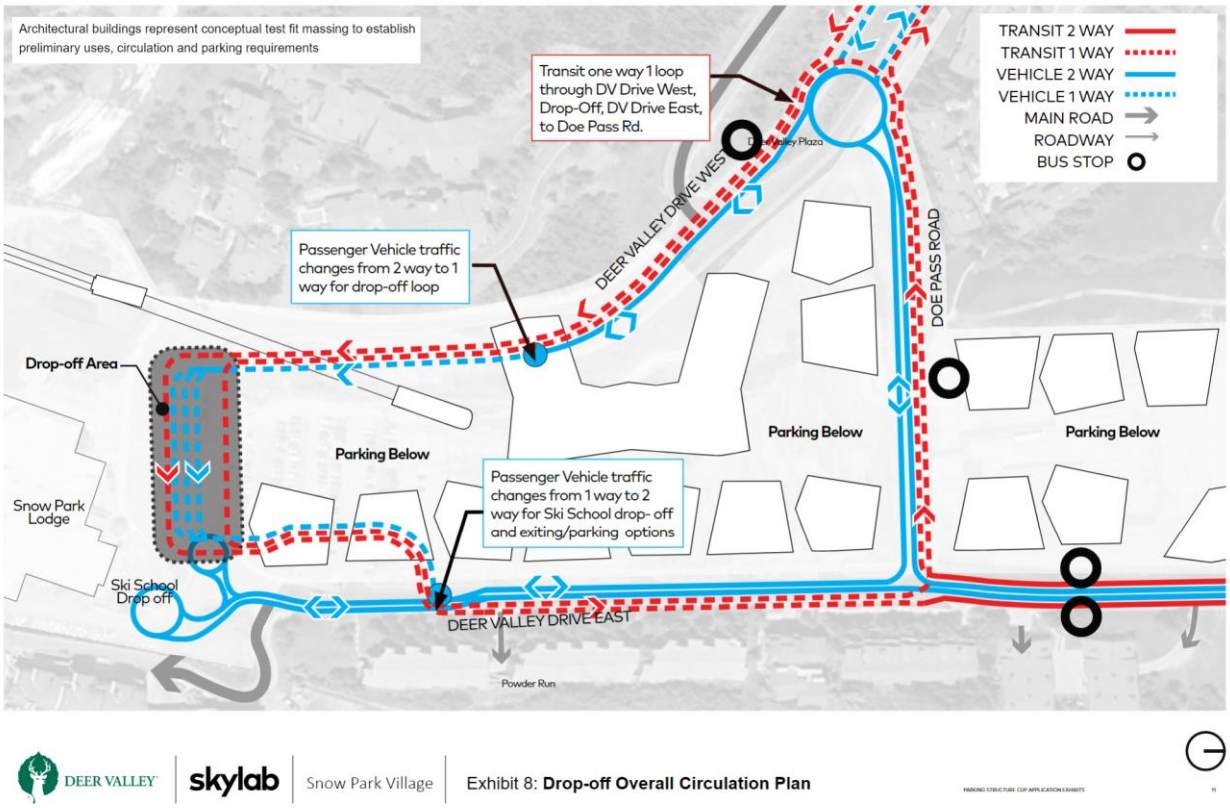


Figure 10: Applicant's August 8, 2024 Submittal

The transit hub is designed to accommodate buses, shuttles, and vehicle drop-offs in separated lanes.

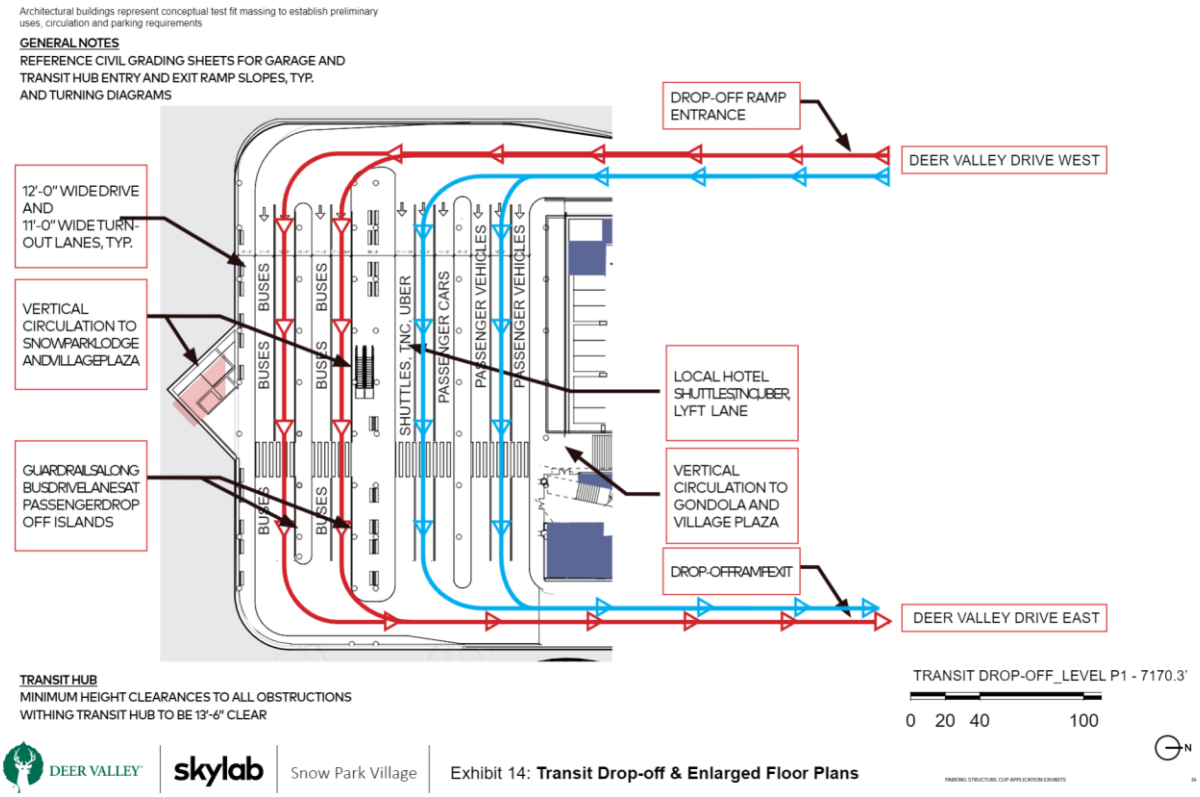


Figure 11: Applicant's August 8, 2024 Submittal

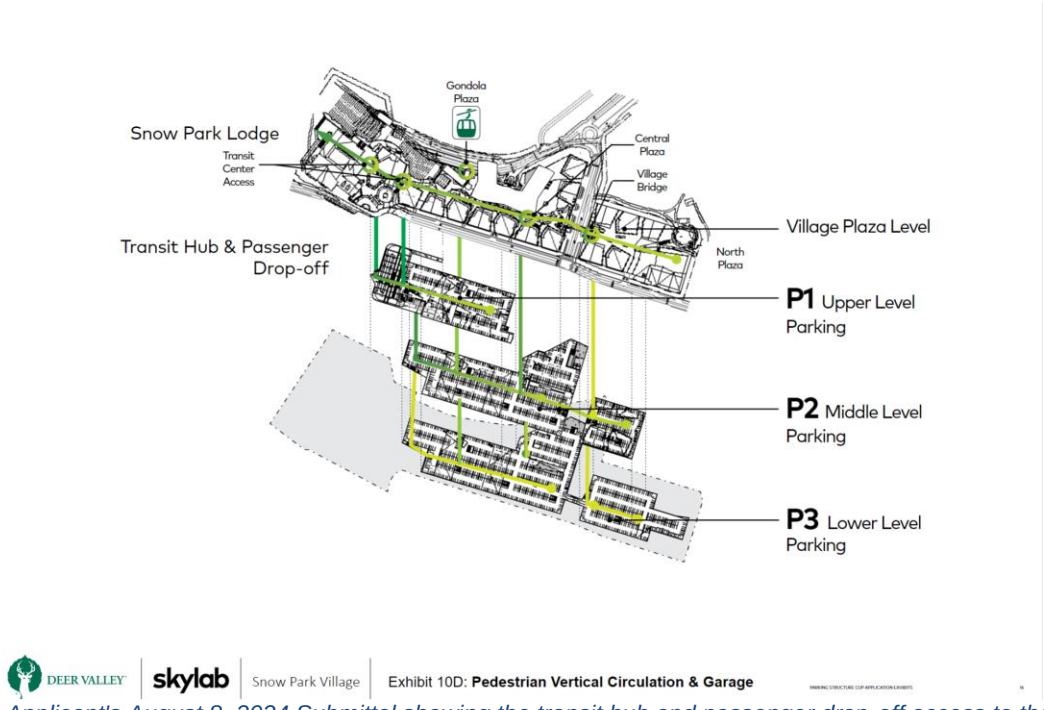


Figure 12: Applicant's August 8, 2024 Submittal showing the transit hub and passenger drop-off access to the Snow Park Lodge and plaza area

However, for the transit hub to effectively and efficiently operate, reductions in single-occupancy vehicles continue to be sought as outlined above, as well as a separated transit lane to avoid congestion.

For example, *Park City Forward* recommends shifting how people travel to and from the Snow Park Village. “The area looks to the future with a focus on investments that can improve multimodal access for locals, visitors and guests, and employees. . . ”[9] The mode split targets include increasing transit ridership to 20%.

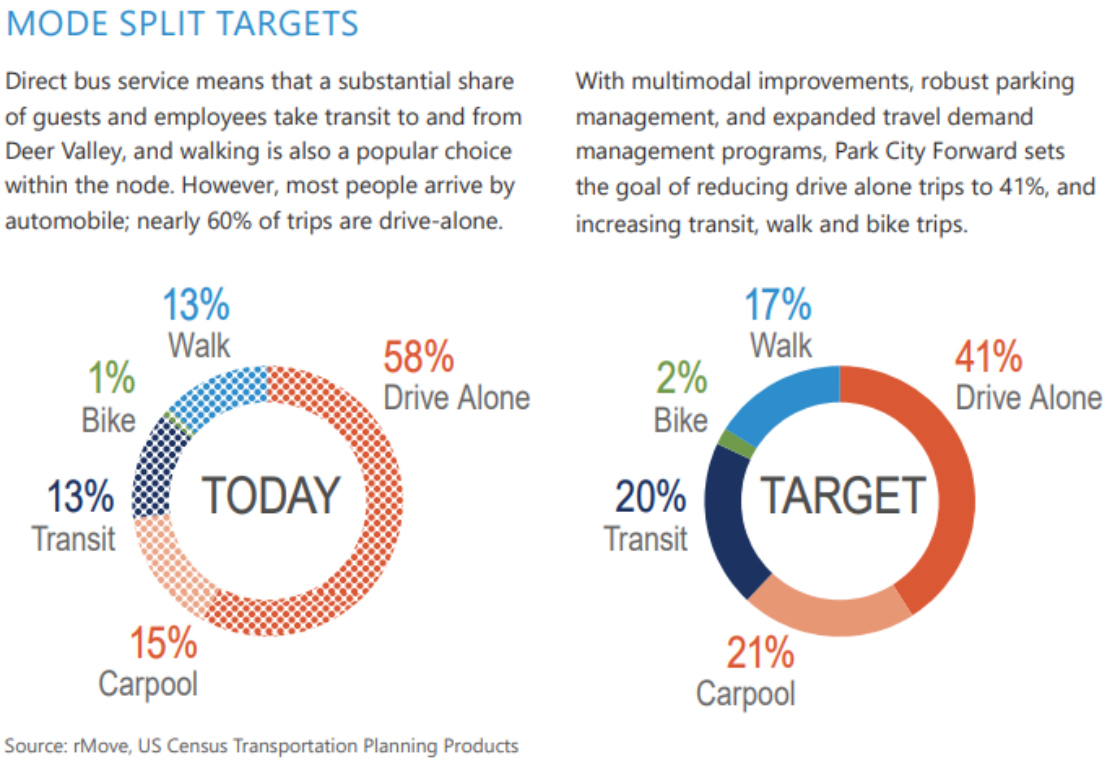


Figure 13: Park City Forward, p. 33

Accordingly, the Applicant proposes a transit and emergency vehicle lane during peak times (a bicycle lane during off-peak times) to prioritize uninterrupted transit access within the Deer Valley Drive loop when congestion is at its worse.

Finally, additional public transit facilities include:

- A four-bay bus pullout along Doe Pass Road with accommodations for electric bus chargers.
- Transit end-of-line lounge facilities for transit drivers adjacent to public restrooms.

[9] *Id*.

(III) The Applicant must improve pedestrian and bicycle connectivity.

Park City Forward recommends improvements to allow pedestrians and bicyclists to move safely throughout the Lower Deer Valley neighborhood.[10] LMC Section 15-6-5(G)(5) states that for MPDs, "[a]dequate internal vehicular, pedestrian, and bicycle circulation shall be provided. Pedestrian and bicycle circulations shall be separated from vehicular circulation and shall provide safe travel within the boundaries of the Master Planned Development and safe travel to adjoining public sidewalks, trails, and Rights-of-Way."

Ordinance No. 2023-56 also requires the Applicant maintain public pedestrian and bicycle access through the plaza area, effectively maintaining the loop for active transportation. The Applicant has shifted the loop for active transportation to Doe Pass Road, shown on the Applicant's pedestrian circulation plan below.

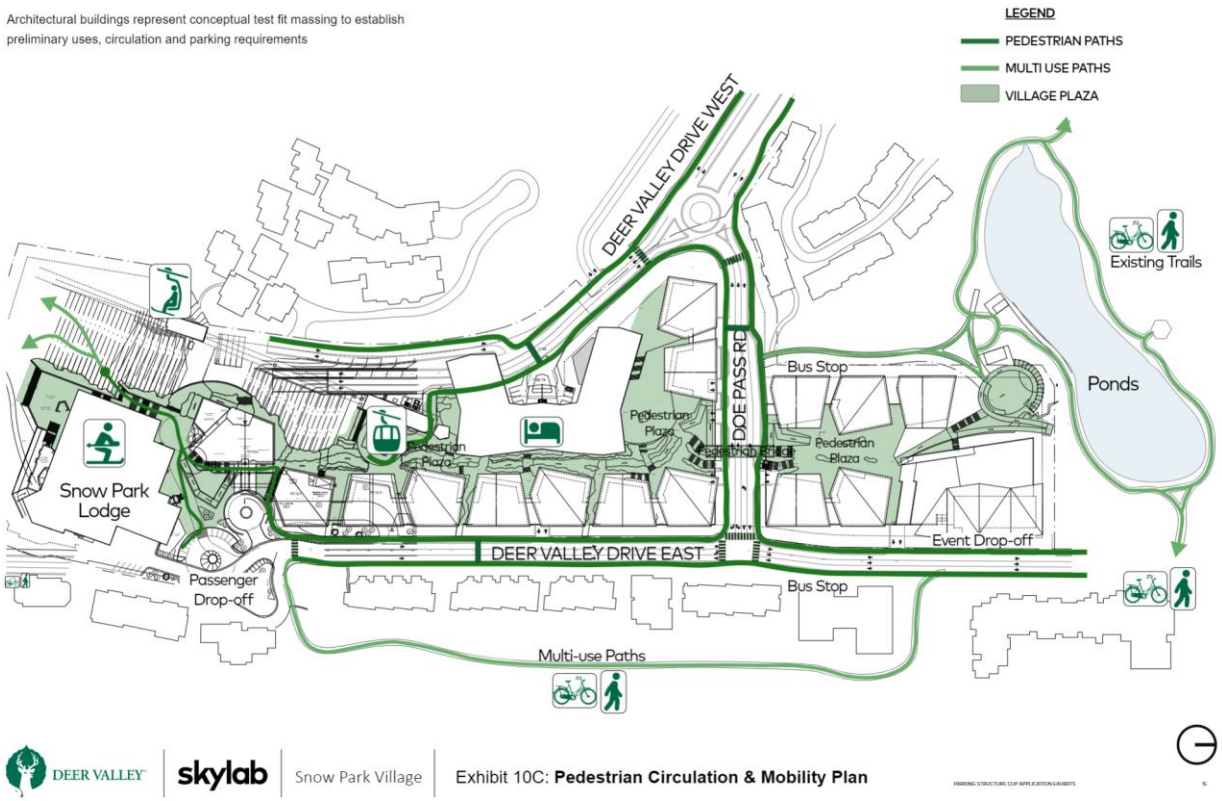


Figure 14: Applicant's Pedestrian Circulation Plan

[10] Park City Forward, p. 35

The Applicant proposes pedestrian circulation through a combination of five-foot sidewalks and 10- to 12-foot multi-use paths.

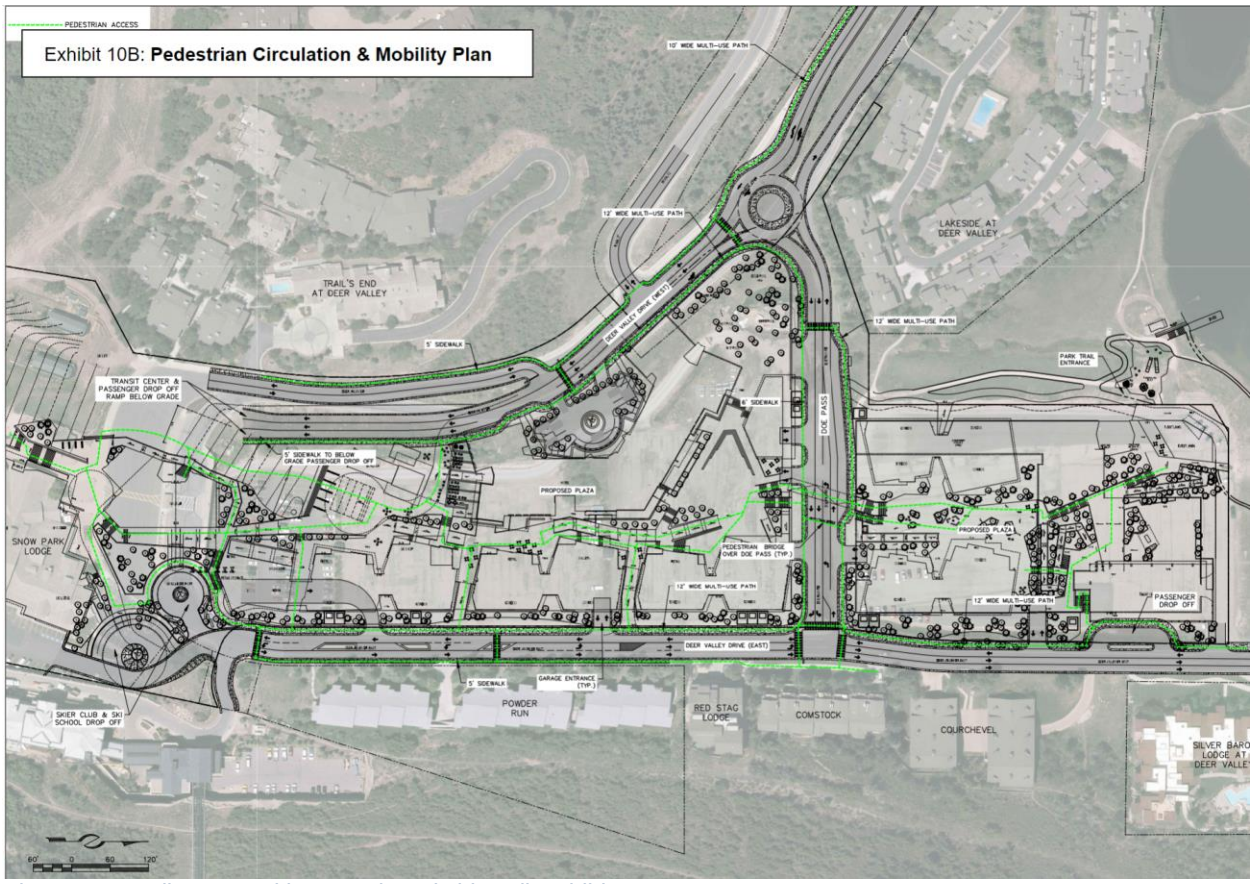


Figure 15: Applicant's multi-use path and sidewalk exhibit

(IV) The Applicant must realign ski lifts and build a gondola.

Ordinance No. 2023-56 requires the Applicant to:

- Realign the Carpenter lift to extend into the Snow Park project and allow for the gondola.
- Install a new beginner ski pod adjacent to the new gondola alignment serviced by newly proposed Lift 7 circulator lift.
- Amend the mitigation plan to include the full connection of the proposed gondola alignment including HWY 40 and Mayflower [Deer Valley East Village].

Resolution No. 24-2023 outlining the framework of the Partnership reiterates these requirements.

More recently, on May 22, 2024, the Planning Commission approved a CUP for Deer Valley's Lift 7 (Packet, Item 5.C; Minutes).

Exhibit A to Resolution No. 24-2023 is the proposed gondola alignment, to connect Snow Park Village with Deer Valley East Village:

As part of the Applicant's TDM discussion on October 30, 2024, the phasing of these improvements will be discussed.

Department Review

The Planning Department, Executive Department, and City Attorney's Office reviewed this report. Overall, we are pleased with the updated plans and submittals, which continue to improve the proposed developments compatibility with the General Plan, efforts to further mitigate traffic and congestion, deliver upon the Partnership, and create a world class experience for locals and visitors alike. Despite the positive progress, the Planning Commission has considerable discussion and deliberations as it processes the extensive application.

Public Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on August 28, 2024. Staff mailed courtesy notice to property owners within 300 feet on August 28, 2024. The *Park Record* published courtesy notice on August 24, 2024, and September 28, 2024.[11]

Public Input

Public input is attached as Exhibit D.

[11] LMC § 15-1-21

Exhibits

A: Snow Park Village Submission Package dated August 8, 2024
B: October 2, 2024 Traffic Impact Study
C: 1995 Deer Crest Area Settlement Agreement
D: Public Input

SNOW PARK VILLAGE

DEER VALLEY RESORT

PARKING STRUCTURE CUP APPLICATION EXHIBITS

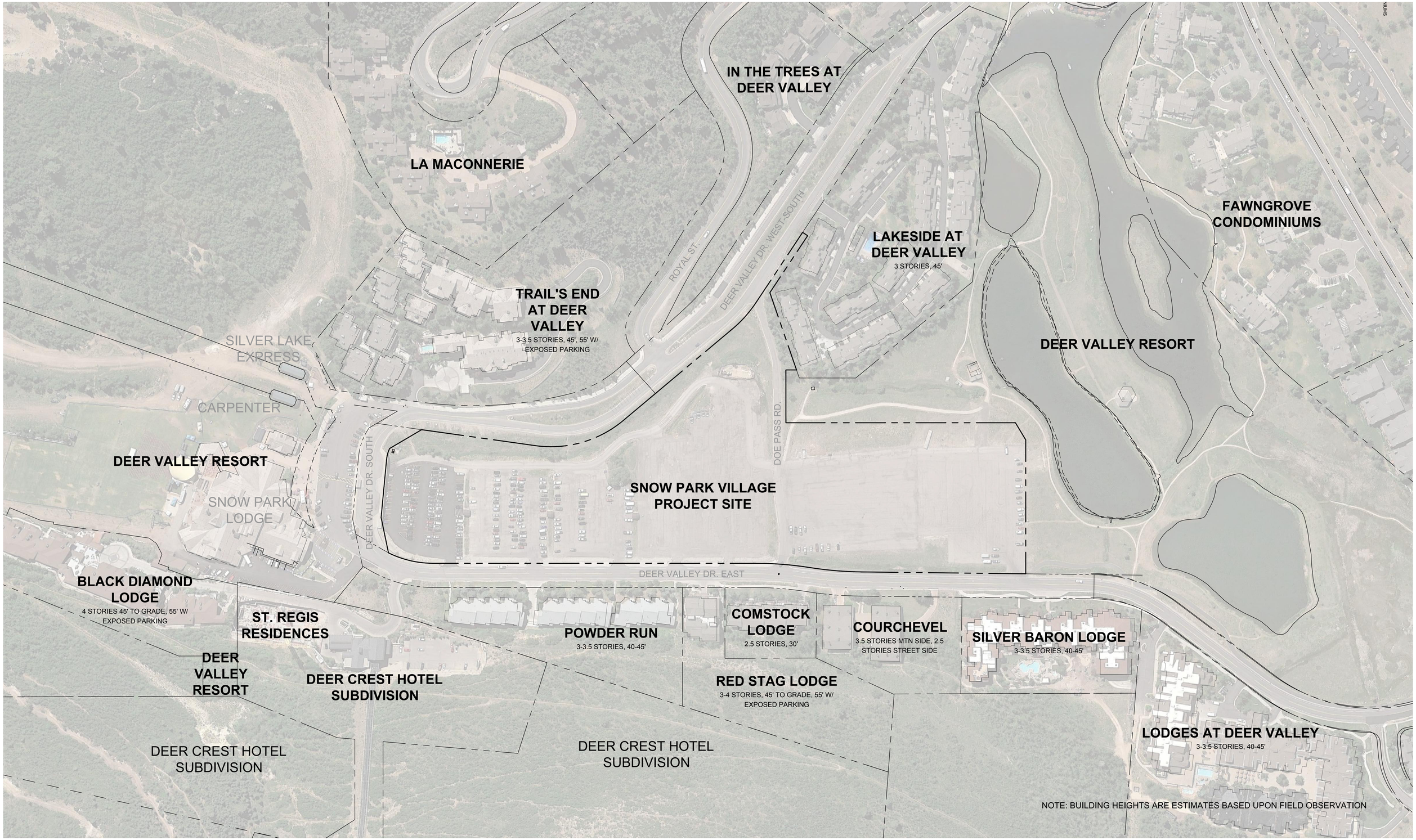
AUGUST 08, 2024 - REV 02

Exhibit 1	Project Location
Exhibit 2	Existing Conditions / Adjacent Parcels
Exhibit 3	ALTA / ACSM Land Title Survey_REV 01
Exhibit 4	ALTA Survey with Aerial
Exhibit 5	Slope Map
Exhibit 6	Existing Conditions and Topography
Exhibit 7	Context Circulation Plan_REV 02
Exhibit 8	Drop-off Circulation Plan_REV 02
Exhibit 9	Site Circulation & Mobility Plan_REV 02
Exhibit 10A-1OC	Pedestrian Circulation & Mobility Plan_REV 02
Exhibit 10D	Pedestrian Vertical Circulation & Garage_REV 02
Exhibit 11	Emergency Vehicle Circulation_REV 02
Exhibit 12A	Development Data Summary_Rev 02
Exhibit 12B	Development Data Summary_Rev 02
Exhibit 13A-13D	Parking Garage, Transit Center, Ski School & Floor Plans_REV 02
Exhibit 14	Transit Center Drop-Off Plans_REV 02
Exhibit 15	Civil Transit Drop-Off Plans_REV 02
Exhibit 16	Garage Exterior Material Palette Concept
Exhibit 17	Garage Roof Top Plan
Exhibit 18	Site/Building Sections - Key Plan
Exhibit 19	Site/Building Sections & Height Compliance
Exhibit 20A-20C	Site/Building Elevation_REV 02
Exhibit 21	1955 USGS Topography
Exhibit 22	Natural Grade Approval
Exhibit 23	Open Space Plan & Snow Storage_REV 02
Exhibit 24	Civil Site Plan - Plat & Right of Way_REV 02
Exhibit 25	Civil Site Plan - Roads_REV 02

Exhibit 27	Civil Site Plan - P2_REV 02
Exhibit 28	Civil Site Plan - P1_REV 02
Exhibit 29A-29G	Civil Site Plan - Neighborhood and Access - Road Design_REV 02
Exhibit 30	Civil Site Plan - Wayfinding_REV 02
Exhibit 31	Civil Site Plan - Utilities_REV 02
Exhibit 32	Civil Site Plan - Grading Plan_REV 02
Exhibit 33	Civil Site Plan - Overall Site Key Plan_REV 02
Exhibit 34	Civil Site Plan - Trails End Plan and Profile
Exhibit 35	Civil Site Plan - Deer Valley West - Plan and Profile 1_REV 02
Exhibit 36	Civil Site Plan - Deer Valley West - Plan and Profile 2_REV 02
Exhibit 37	Civil Site Plan - Deer Valley West - Plan and Profile 3_REV 02
Exhibit 38	Civil Site Plan - Doe Pass Drive - Plan and Profile_REV 02
Exhibit 39	Civil Site Plan - Deer Valley East - Plan and Profile 1_REV 02
Exhibit 40	Civil Site Plan - Deer Valley East - Plan and Profile 2_REV 02
Exhibit 41	Civil Site Plan - Deer Valley East - Plan and Profile 3_REV 02

N

DEER VALLEY® | skylab | Snow Park Village | Exhibit 1: **Project Location**



DEER VALLEY® | skylab | Snow Park Village

Exhibit 2: **Existing Conditions / Adjacent Parcels**

0 100 200 Feet

N

Exhibit 3: **ALTA / ACSM Land Title Survey**

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR — No. 4857264 MICHAEL DEMKOWICZ — STATE OF UTAH

To Deer Valley Resort Company, LLC, a Utah limited liability company, High Country Title and Stewart Title Guaranty Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 4, 8, 11, 16 and 17 of Table A thereof.

6/25/19
Date

Michael Demkowicz, No. 4857264

LEGAL DESCRIPTION

Beginning at a point which is South 1418.41 feet and East 4006.67 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian (basis of bearing being South 00°30'11" West from the East quarter corner of said Section 16 to the Southeast corner of said Section 16); said point also being on the Westerly right-of-way line of Deer Valley Drive East Section "B" as recorded in the Summit County Recorder's Office as Entry No. 188988; and running thence along said right-of-way line, South 00°40'00" West 408.76 feet to a point on a 878.16 foot radius curve to the right (center bears North 89°20'00" West 878.16 feet); thence Southwesterly along the arc of said curve 127.48 feet through a central angle of 08°19'03" to a point on a 870.52 foot radius curve to the left (center bears South 81°00'57" East 870.52 feet); thence Southwesterly along the arc of said curve 136.50 feet through a central angle of 08°59'03" to a point of tangency; thence South 800.00 feet to a point on a 249.90 foot radius curve to the right (center bears West 249.90 feet); thence along the arc of said curve and continuing along said Westerly right-of-way of Deer Valley Drive East Section "B" 114.84 feet through a central angle of 26°19'46" to the Northerly line of the Dedication Parcel as recorded in the Summit County Recorder's Office in Book 924 at Page 274; thence departing from said right-of-way and continuing along said Dedication Parcel South 78°14'07" West 89.60 feet; thence North 84°36'26" West 145.24 feet to a point on an 80.00 foot radius curve to the right (center bears North 5°23'34" East 80.00 feet); thence along the arc of said curve 28.08 feet through a central angle of 20°06'46"; thence North 30°26'41" West 92.29 feet to a point on the East right-of-way line of the Deer Valley Drive South Section "D" plat as recorded in the Summit County Recorder's Office, Entry No. 188987; thence along said right-of-way North 08°00'00" East 284.85 feet to the point on a 280.00 foot radius curve to the left (center bears North 82°00'00" West 280.00 feet); thence along the arc of said curve 234.57 feet through a central angle of 48°00'00"; thence North 40°00'00" West 104.22 feet to a point on the Easterly right-of-way line of the Deer Valley Road Section "C"; thence along said right-of-way North 40°00'00" West 249.01 feet to a point on a 308.50 foot radius curve to the left (center bears South 50°00'00" West 308.53 feet); thence along the arc of said curve 88.46 feet through a central angle of 16°25'40"; thence North 56°25'40" West 209.15 feet; thence leaving said right-of-way North 33°34'20" East 15.00 feet; thence South 56°25'40" East 169.67 feet; thence North 71°00'00" East 203.15 feet; thence South 26.31 feet; thence East 131.21 feet; thence North 569.98 feet; thence North 59°04'00" East 49.70 feet; thence East 332.69 feet to the point of beginning.

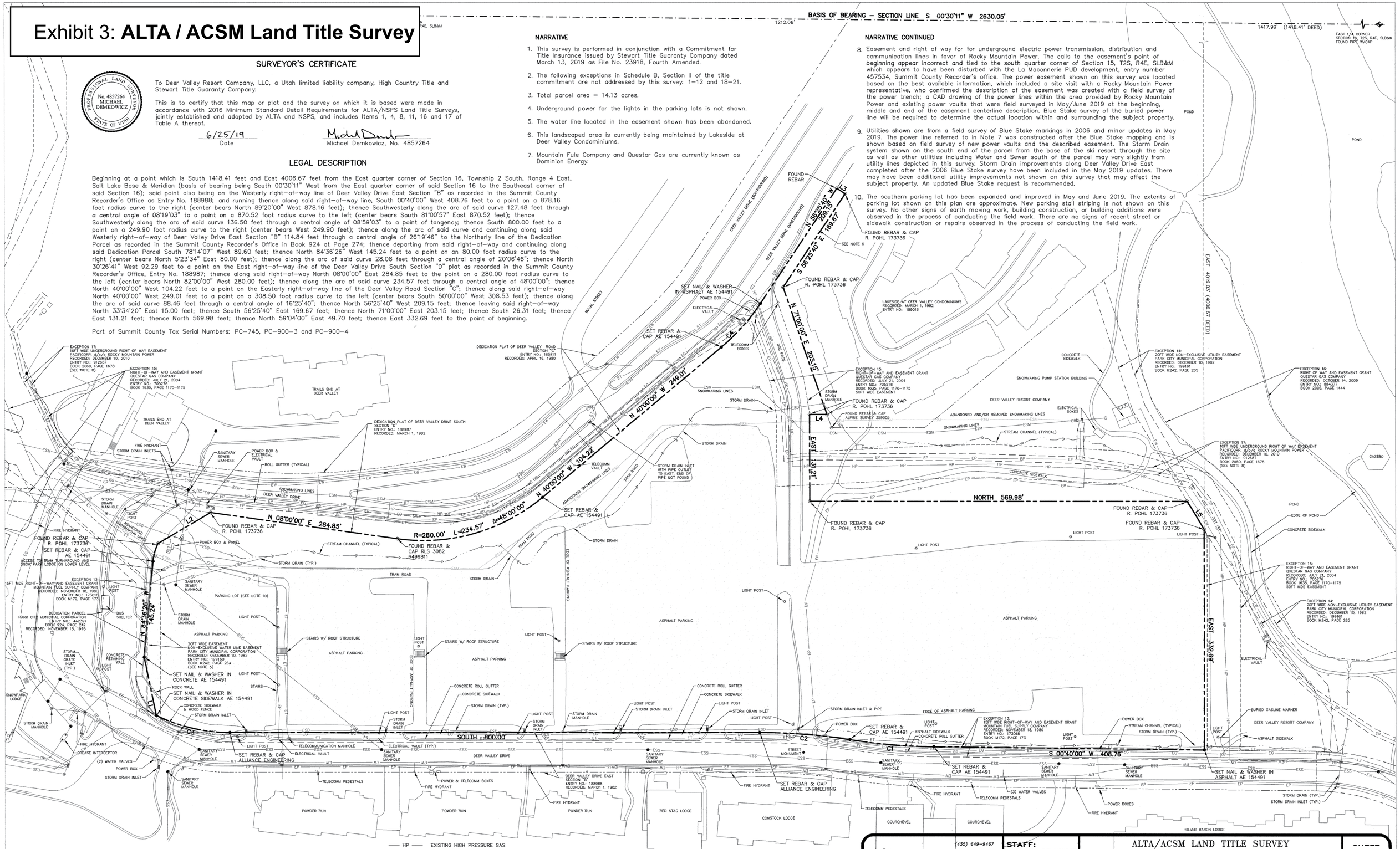
Part of Summit County Tax Serial Numbers: PC-745, PC-900-3 and PC-900-4

NARRATIVE

1. This survey is performed in conjunction with a Commitment for Title Insurance issued by Stewart Title Guaranty Company dated March 13, 2019 as File No. 23918, Fourth Amended.
2. The following exceptions in Schedule B, Section II of the title commitment are not addressed by this survey: 1–12 and 18–21.
3. Total parcel area = 14.13 acres.
4. Underground power for the lights in the parking lots is not shown.
5. The water line located in the easement shown has been abandoned.
6. This landscaped area is currently being maintained by Lakeside at Deer Valley Condominiums.
7. Mountain Fule Company and Questar Gas are currently known as Dominion Energy.

NARRATIVE CONTINUED

8. Easement and right of way for for underground electric power transmission, distribution and communication lines in favor of Rocky Mountain Power. The calls to the easement's point of beginning appear incorrect and tied to the south quarter corner of Section 15, T2S, R4E, SLB&M which appears to have been disturbed with the La Maconnerie PUD development, entry number 457534, Summit County Recorder's office. The power easement shown on this survey was located based on the best available information, which included a site visit with a Rocky Mountain Power representative, who confirmed the description of the easement was created with a field survey of the power trench; a CAD drawing of the power lines within the area provided by Rocky Mountain Power and existing power vaults that were field surveyed in May/June 2019 at the beginning, middle and end of the easement centerline description. Blue Stake survey of the buried power line will be required to determine the actual location within and surrounding the subject property.
9. Utilities shown are from a field survey of Blue Stake markings in 2006 and minor updates in May 2019. The power line referred to in Note 7 was constructed after the Blue Stake mapping and is shown based on field survey of new power vaults and the described easement. The Storm Drain system shown on the south end of the parcel from the base of the ski resort through the site as well as other utilities including Water and Sewer south of the parcel may vary slightly from utility lines depicted in this survey. Storm Drain improvements along Deer Valley Drive East completed after the 2006 Blue Stake survey have been included in the May 2019 updates. There may have been additional utility improvements not shown on this survey that may affect the subject property. An updated Blue Stake request is recommended.
10. The southern parking lot has been expanded and improved in May and June 2019. The extents of parking lot shown on this plan are approximate. New parking stall striping is not shown on this survey. No other signs of earth moving work, building construction, or building additions were observed in the process of conducting the field work. There are no signs of recent street or sidewalk construction or repairs observed in the process of conducting the field work.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 78°14'07" W	89.60
L2	N 30°26'41" W	92.29
L3	N 33°34'20" E	15.00
L4	S 00°00'00" E	26.31
L5	N 59°04'00" E	49.70

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	878.16	127.48	8°19'03"
C2	870.52	136.50	8°59'03"
C3	249.90	114.84	26°19'46"
C4	308.53	88.46	16°25'40"

HP — EXISTING HIGH PRESSURE GAS
EG — EXISTING GAS
EP — EXISTING POWER
ET — EXISTING TELECOMMUNICATIONS
EW — EXISTING WATER
ESS — EXISTING SANITARY SEWER
ESD — EXISTING STORM DRAIN
ESM — EXISTING SNOW MAKING

LEGEND
● Set monument as noted
○ Found monument as noted

60' 0 60' 120'

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

STAFF: MICHAEL DEMKOWICZ, MARSHALL KING, JASON WYNN

DATE: 6/25/19

ALTA/ACSM LAND TITLE SURVEY
SNOW PARK VILLAGE PARCEL

FOR: DEER VALLEY RESORT
JOB NO.: 11-01-19
FILE: X:\SnowParkVillage\dwg\srv\srvy2019\110119snowparkALTA\110119.dwg

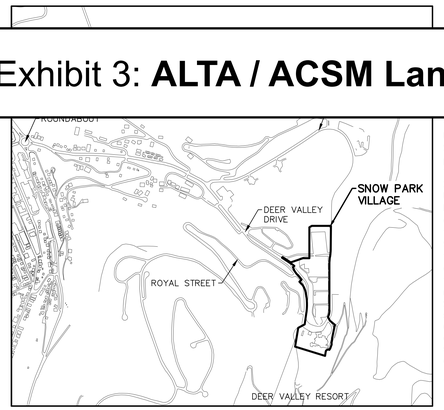
Exhibit 3: **ALTA / ACSM Land Title Survey**

LEGAL DESCRIPTION

...er of Section 15 and the northeast quarter of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

...st 1417.99 feet and East 4019.03 feet from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the west ...B", recorded March 1, 1982, as Entry No. 188988 in the Office of the Recorder, Summit County, Utah; and running thence coincident with the west right-of-way of Deer Valley Drive East ...outh 00°40'00" West 408.75 feet to a point on a curve to the right having a radius of 878.16 feet, of which the radius point bears North 89°20'00" West; thence 2) along the arc of said ...8°19'03" to a point of reverse curve to the left having a radius of 870.52 feet, of which the radius point bears South 81°00'57" East; thence 3) along the arc of said curve 136.50 feet through ...300.00 feet to a point on a curve to the right having a radius of 249.90 feet, of which the radius point bears West; thence 5) along the arc of said curve 114.84 feet through a central angle ...5 feet to the southwesterly corner of Powder Run Condominiums, recorded November 1, 1985, as Entry No. 241128 in the Office of the Recorder, Summit County, Utah; thence coincident with the southerly boundary of Powder Run Condominiums South 51°00'00" East 114.86 feet to the west boundary of Deer Crest Hotel Subdivision Plat, recorded May 16, 2005, as Entry No. 736261 in the Office of the Recorder, Summit County, Utah; thence coincident with the Deer Crest Hotel Subdivision Plat the following two (2) courses: 1) South 11°55'00" West 245.62 feet; thence 2) South 89°56'57" East 6.84 feet to the west boundary of Black Diamond Subdivision recorded September 18, 2000, as Entry No. 573025 in the Office of the Recorder, Summit County, Utah; thence coincident with the west boundary of Black Diamond Subdivision the following nine (9) courses: 1) South 11°55'00" West 76.60 feet to a point on a non tangent curve to the right having a radius of 59.50 feet, of which the radius point bears South 72°39'30" West; thence 2) along the arc of said curve 38.67 feet through a central angle of 37°14'08"; thence 3) South 19°53'38" West 62.78 feet; thence 4) North 70°06'22" West 5.50 feet; thence 5) South 19°53'38" West 27.00 feet; thence 6) North 70°06'22" West 25.00 feet; thence 7) South 62°39'43" West 30.00 feet; thence 8) South 35°56'44" West 22.53 feet; thence 9) South 08°18'18" West 80.89 feet to the south boundary of that certain Special Warranty Deed recorded August 6, 2021, as Entry No. 1170158 in Book 2683 at Page 1822 in the Office of the Recorder, Summit County, Utah; thence coincident with the south and west boundaries the following two (2) courses: 1) North 73°01'51" West 544.70 feet; thence 2) North 09°24'46" East 331.96 feet to the southernmost point of Trail's End at Deer Valley, recorded March 18, 2009, as Entry No. 867530 in the Office of the Recorder, Summit County, Utah; thence coincident with the south boundary of Trail's End at Deer Valley North 62°00'00" East 127.02 feet (record 127.00 feet) to the southwesterly corner of Deer Valley Drive South Section "D", recorded March 1, 1982, as Entry No. 188987 in the Office of the Recorder, Summit County, Utah, said point also being the southeasterly corner of the aforementioned Trail's End at Deer Valley; thence coincident with the westerly right-of-way of Deer Valley Drive South Section "D" and Trail's End at Deer Valley the following four (4) courses: 1) North 08°00'00" East 206.11 feet to a point on a curve to the left having a radius of 988.10 feet, of which the radius point bears North 82°00'00" West; thence 2) along the arc of said curve 379.40 feet through a central angle of 22°00'00" to a point of compound curve to the left having a radius of 290.00 feet, of which the radius point bears South 76°00'00" West; thence 3) along the arc of said curve 142.26 feet through a central angle of 28°06'26"; thence 4) North 42°06'26" West 21.90 feet; thence continuing North 42°06'26" West 29.08 feet coincident with the easterly boundary of Trail's End at Deer Valley to the easternmost point of the Dedication Plat of Lake Flat Road, Section "A" (also known as Royal Street), recorded April 16, 1980, as Entry No. 165813 in the Office of the Recorder, Summit County, Utah; thence North 47°53'34" East 47.72 feet; thence North 37°30'27" West 67.84 feet; thence North 41°44'02" West 70.59 feet to a point on a curve to the right having a radius of 247.00 feet, of which the radius point bears North 48°15'58" East; thence along the arc of said curve 100.21 feet through a central angle of 23°14'46"; thence North 18°29'16" West 81.14 feet to the northerly right-of-way of the Dedication Plat of Deer Valley Road Section "C", recorded April 16, 1980, as Entry No. 165811 in the Office of the Recorder, Summit County, Utah; thence coincident with the northerly right-of-way of Deer Valley Road Section "C" North 56°25'40" West 206.59 feet to the southerly boundary of Lakeside at Deer Valley Condominiums, recorded March 1, 1982, as Entry No. 189016 in the Office of the Recorder, Summit County, Utah; thence coincident with the southerly boundary of Lakeside at Deer Valley Condominiums the following three (3) courses: 1) North 33°34'20" East 15.00 feet; thence 2) South 56°25'40" East 169.66 feet; thence 3) North 71°00'00" East 224.30 feet, and the easterly 21.16 feet of the aforementioned third course also being coincident with the northerly boundary of that certain Special Warranty Deed recorded August 6, 2021, as Entry No. 1170159 in Book 2683 at Page 1827 in the Office of the Recorder, Summit County, Utah; thence coincident with said Special Warranty Deed East 111.20 feet to the boundary of that certain Special Warranty Deed recorded July 1, 2021, as Entry No. 1167578 in Book 2676 at Page 1205 in the Office of the Recorder, Summit County, Utah; thence coincident with said Special Warranty Deed the following three (3) courses: 1) North 536.77 feet; thence 2) North 59°04'00" East 49.70 feet; thence 3) East 332.69 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'11" West 2630.05 feet between the east quarter corner and the southeast corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian.



VICINITY MAP

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have divided said land into lots, hereafter to be known as SNOW PARK VILLAGE and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

No. 4857264 MICHAEL DEMKOWICZ — PROFESSIONAL LAND SURVEYOR — STATE OF UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the hereon described tract of land, and hereby causes the same to be divided into lots and a public right-of-way, together with easements as set forth to be hereafter known as SNOW PARK VILLAGE and does hereby dedicate for the perpetual use of the public the areas shown on this plat as intended for public use, reserving unto the aforementioned owner a perpetual air space easement for the installation of a bridge or other improvement over Doe Pass and allowing aerial connection between Lot 1 and Lot 2. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over any public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2024.

Deer Valley Development Company, a Delaware corporation

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____)

:ss.

COUNTY OF _____)

On this _____ day of _____ 2024, _____ 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 that he is the president of Deer Valley Development Company, a Delaware corporation, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed SNOW PARK VILLAGE.

By: _____
Notary Public

_____
Printed Name

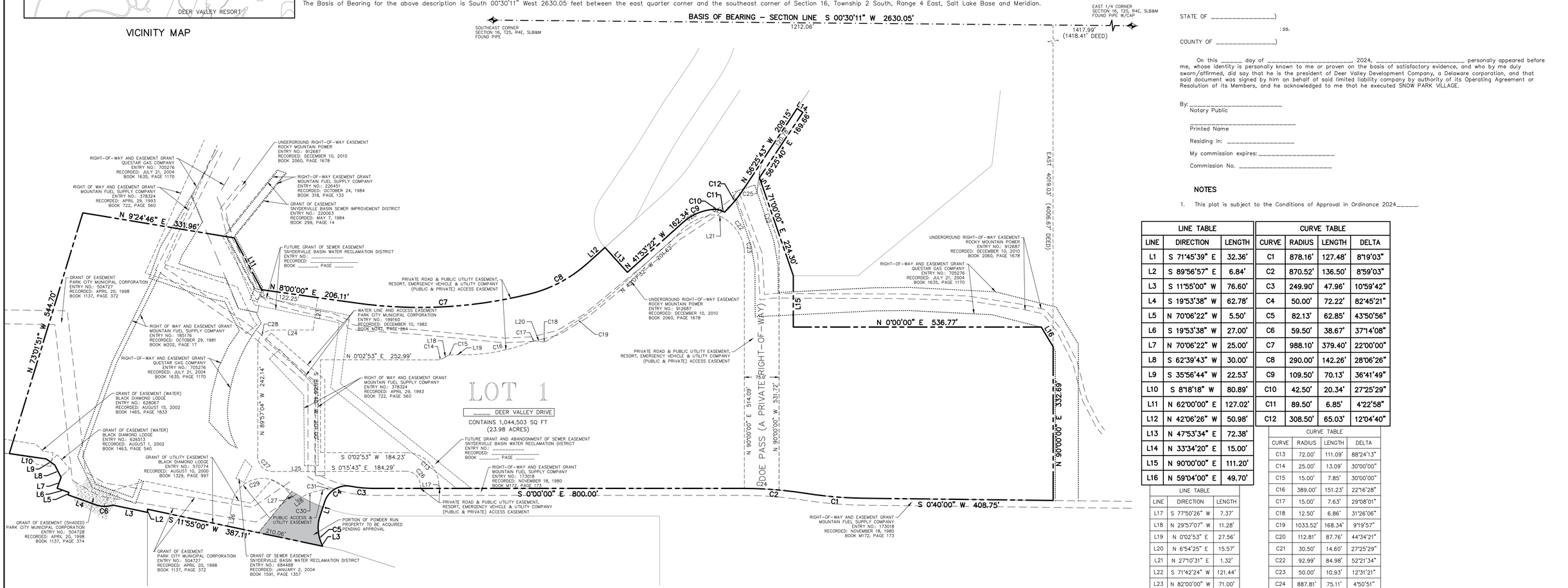
Residing in: _____

My commission expires: _____

Commission No. _____

NOTES

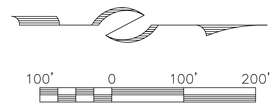
1. This plat is subject to the Conditions of Approval in Ordinance 2024_____.



LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	RADIUS	LENGTH	DELTA
L1	S 71°45'39" E	32.36'	C1	878.16'	127.48'	8°19'03"
L2	S 89°56'57" E	6.84'	C2	870.52'	136.50'	8°59'03"
L3	S 11°55'00" W	76.60'	C3	249.90'	47.96'	10°59'42"
L4	S 19°53'38" W	62.78'	C4	50.00'	72.22'	82°45'21"
L5	N 70°06'22" W	5.50'	C5	82.13'	62.85'	43°50'56"
L6	S 19°53'38" W	27.00'	C6	59.50'	38.67'	37°14'08"
L7	N 70°06'22" W	25.00'	C7	988.10'	379.40'	22°00'00"
L8	S 62°39'43" W	30.00'	C8	290.00'	142.26'	28°06'26"
L9	S 35°56'44" W	22.53'	C9	109.50'	70.13'	36°41'49"
L10	S 8°18'18" W	80.89'	C10	42.50'	20.34'	27°25'29"
L11	N 62°00'00" E	127.02'	C11	89.50'	6.85'	4°22'58"
L12	N 42°06'26" W	50.98'	C12	308.50'	65.03'	12°04'40"
L13	N 47°53'34" E	72.38'				
L14	N 33°34'20" E	15.00'				
L15	N 90°00'00" E	111.20'				
L16	N 59°04'00" E	49.70'				

LINE TABLE		
LINE	DIRECTION	LENGTH
L17	S 77°50'26" W	7.37'
L18	N 29°57'07" W	11.28'
L19	N 0°02'53" E	27.56'
L20	N 6°54'25" E	15.57'
L21	N 27°10'31" E	1.32'
L22	S 71°42'24" W	121.44'
L23	N 82°00'00" W	71.00'
L24	N 0°00'00" E	87.68'
L25	S 0°02'47" W	104.00'
L26	N 78°05'00" W	36.15'
L27	N 46°47'14" E	25.77'
L28	N 35°15'36" W	4.51'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C13	72.00'	111.09'	88°24'13"
C14	25.00'	13.09'	30°00'00"
C15	15.00'	7.85'	30°00'00"
C16	389.00'	151.23'	22°16'28"
C17	15.00'	7.63'	29°08'01"
C18	12.50'	6.86'	31°26'06"
C19	1033.52'	168.34'	9°19'57"
C20	112.81'	87.76'	44°34'21"
C21	30.50'	14.60'	27°25'29"
C22	92.99'	84.98'	52°21'34"
C23	50.00'	10.93'	12°31'21"
C24	887.81'	75.11'	4°50'51"
C25	89.97'	81.45'	51°51'56"
C26	31.99'	55.52'	99°25'10"
C27	32.00'	50.27'	90°00'09"
C28	32.00'	50.24'	89°57'04"
C29	68.00'	172.27'	145°09'01"
C30	139.59'	57.52'	23°36'34"
C31	166.00'	27.21'	9°23'30"



SNOW PARK VILLAGE

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15
THE NORTHEAST QUARTER OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

435-649-9467
ALLIANCE ENGINEERING
CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS
P.O. Box 2664 | 2700 West Homestead Road
Suite 50, 60 | Park City, Utah 84098

5/31/2024 JOB NO.: 11-1-19 FILE: X:\SnowParkVillage\dwg\srv\plat2019\110119-option2 -June 2024.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2024	RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2024	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2024	APPROVED AS TO FORM THIS _____ DAY OF _____, 2024	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2024	I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2024	APPROVED THIS _____ DAY OF _____, 2024	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
BY _____ ENGINEERING DEPARTMENT	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ MAYOR	BY _____ PARK CITY RECORDER	BY _____ SUMMIT COUNTY GIS COORDINATOR	_____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____

Exhibit 4: **ALTA Survey w/ Aerial**

BOUNDARY DESCRIPTION

and East 4006.67 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian (basis of bearing being South 00°30'11" West from the East quarter corner of said Section 16 to the Southeast corner of said Section 16); said point also being on the Westerly right-of-way line of Deer Valley Drive East Section "B" as recorded in the Summit County Recorder's Office as Entry No. 188988; and running thence along said right-of-way line, South 00°40'00" West 408.76 feet to a point on a 878.16 foot radius curve to the right (center bears North 89°20'00" West 878.16 feet); thence Southwesterly along the arc of said curve 127.48 feet through a central angle of 08°19'03" to a point on a 870.52 foot radius curve to the left (center bears South 81°00'57" East 870.52 feet); thence Southwesterly along the arc of said curve 136.50 feet through a central angle of 08°59'03" to a point of tangency; thence South 800.00 feet to a point on a 249.90 foot radius curve to the right (center bears West 249.90 feet); thence along the arc of said curve and continuing along said Westerly right-of-way of Deer Valley Drive East Section "B" 114.84 feet through a central angle of 26°19'46" to the Northerly line of the Dedication Parcel as recorded in the Summit County Recorder's Office in Book 924 at Page 274; thence departing from said right-of-way and continuing along said Dedication Parcel South 78°14'07" West 89.60 feet; thence North 84°36'26" West 145.24 feet to a point on an 80.00 foot radius curve to the right (center bears North 5°23'34" East 80.00 feet); thence along the arc of said curve 28.08 feet through a central angle of 20°06'46"; thence North 30°26'41" West 92.29 feet to a point on the East right-of-way line of the Deer Valley Drive South Section "D" plat as recorded in the Summit County Recorder's Office, Entry No. 188987; thence along said right-of-way North 08°00'00" East 284.85 feet to the point on a 280.00 foot radius curve to the left (center bears North 82°00'00" West 280.00 feet); thence along the arc of said curve 234.57 feet through a central angle of 48°00'00"; thence North 40°00'00" West 104.22 feet to a point on the Easterly right-of-way line of the Deer Valley Road Section "C"; thence along said right-of-way North 40°00'00" West 249.01 feet to a point on a 308.50 foot radius curve to the left (center bears South 50°00'00" West 308.53 feet); thence along the arc of said curve 88.46 feet through a central angle of 16°25'40"; thence North 56°25'40" West 209.15 feet; thence leaving said right-of-way North 33°34'20" East 15.00 feet; thence South 56°25'40" East 169.67 feet; thence North 71°00'00" East 203.15 feet; thence South 26.31 feet; thence East 131.21 feet; thence North 569.98 feet; thence North 59°04'00" East 49.70 feet; thence East 332.69 feet to the point of beginning.

Part of Summit County Tax Serial Numbers: PC-745, PC-900-3 and PC-900-4

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 78°14'07" W	89.60
L2	N 30°26'41" W	92.29
L3	N 33°34'20" E	15.00
L4	S 00°00'00" E	26.31
L5	N 59°04'00" E	49.70

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	878.16	127.48	8°19'03"
C2	870.52	136.50	8°59'03"
C3	249.90	114.84	26°19'46"
C4	308.53	88.46	16°25'40"

HP —— EXISTING HIGH PRESSURE GAS
EG —— EXISTING GAS
EP —— EXISTING POWER
ET —— EXISTING TELECOMMUNICATIONS
EW —— EXISTING WATER
ESS —— EXISTING SANITARY SEWER
ESD —— EXISTING STORM DRAIN
ESM —— EXISTING SNOW MAKING

LEGEND

- Set monument as noted
- Found monument as noted

60' 0 60' 120'

PROFESSIONAL LAND SURVEYOR
No. 4857264
MICHAEL DEMKOWICZ
10/17/19
STATE OF UTAH

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

STAFF:
MICHAEL DEMKOWICZ
JASON WYNN

DATE: 10/17/19

ALTA SURVEY EXHIBIT WITH AERIAL
SNOW PARK VILLAGE PARCEL

FOR: DEER VALLEY RESORT
JOB NO.: 11-01-19
FILE: X:\SnowParkVillage\dwg\srv\srvy2019\110119snowparkALTA\110119.dwg

SHEET 1 OF 1

Exhibit 5: **Slope Map**

SNOW PARK VILLAGE PARCEL

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

80' 0 80' 160'

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

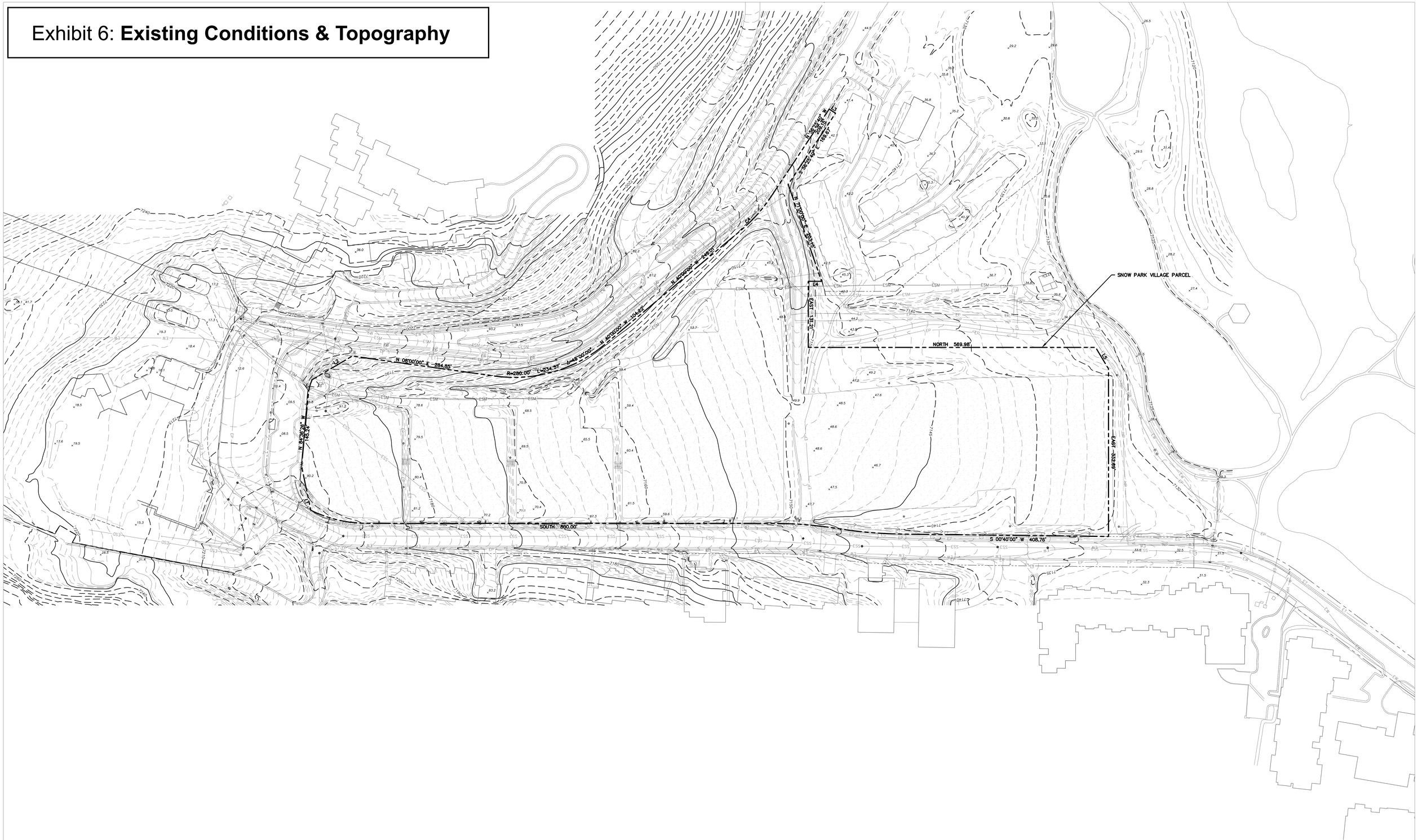
STAFF:
MICHAEL DEMKOWICZ
STEVE MILLER

DATE: 10/18/19

DEER VALLEY SNOW PARK
SLOPE MAP
2007 AERAL TOPOGRAPHY

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

Exhibit 6: **Existing Conditions & Topography**



DEER VALLEY®

skylab

Snow Park Village

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

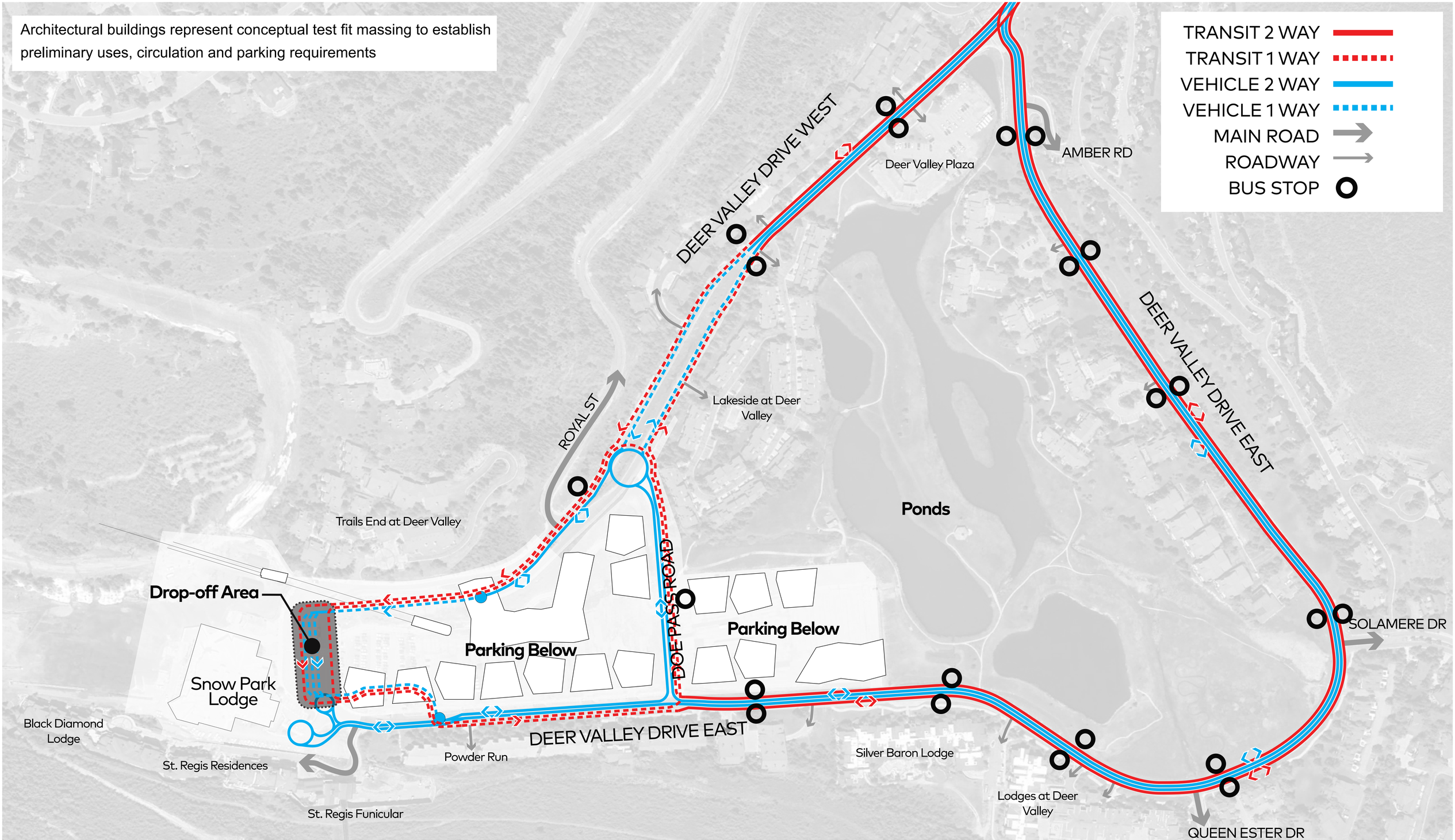
STAFF:
MICHAEL DEMKOWICZ
STEVE MILLER

DATE: 10/18/19

DEER VALLEY SNOW PARK
EXISTING CONDITIONS
2007 AERIAL TOPOGRAPHY

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

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements



DEER VALLEY® | skylab | Snow Park Village

Exhibit 7: **Context Circulation Plan**

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements

Transit one way 1 loop through DV Drive West, Drop-Off, DV Drive East, to Doe Pass Rd.

Passenger Vehicle traffic changes from 2 way to 1 way for drop-off loop

Passenger Vehicle traffic changes from 1 way to 2 way for Ski School drop- off and exiting/parking options

TRANSIT 2 WAY
TRANSIT 1 WAY
VEHICLE 2 WAY
VEHICLE 1 WAY
MAIN ROAD
ROADWAY
BUS STOP

Deer Valley Plaza

DEER VALLEY DRIVE WEST

DOE PASS ROAD

DEER VALLEY DRIVE EAST

Drop-off Area

Parking Below

Parking Below

Parking Below

Snow Park Lodge

Ski School Drop off

Powder Run

MULTI–USE PATH

Exhibit 10A: **Pedestrian Circulation & Mobility Plan**

8'–12' WIDE MULTI–USE PATH

8'–12' WIDE MULTI–USE PATH

8'–12' WIDE MULTI–USE PATH

5' WIDE SIDEWALK

12' WIDE MULTI–USE PATH

TRANSIT CENTER & PASSENGER DROP OFF RAMP BELOW GRADE

6' WIDE SIDEWALK

PROPOSED PLAZA

PROPOSED PLAZA

12' WIDE MULTI–USE PATH

5' WIDE SIDEWALK

SKIER CLUB & SKI SCHOOL DROP OFF

12' WIDE MULTI–USE PATH

12' WIDE MULTI–USE PATH

8'–12' WIDE MULTI–USE PATH

ROYAL STREET

ASPEN WOOD CONDOMINIUMS

IN THE TREES AT DEER VALLEY

LAKESIDE AT DEER VALLEY

DEER VALLEY PLAZA

PINNACLE AT DEER VALLEY

FAWNGROVE

TRAIL'S END AT DEER VALLEY

DEER VALLEY RESORT

SNOW PARK LODGE

BLACK DIAMOND

POWDER RUN

RED STAG LODGE

COMSTOCK

COURCHEVEL

SILVER BARON LODGE AT DEER VALLEY

BRISTLECONE

AMBER DAYSTAR

FIRE STATION

CHAPARRAL

WILDFLOWER

GLENFIDDICH

LODGES AT DEER VALLEY

120' 0 120' 240'

△	DATE	DESCRIPTION

SNOW PARK DEER VALLEY - PEDESTRIAN ACCESS

ALTERRA MOUNTAIN COMPANY - SNOW PARK DEER VALLEY

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50.
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:

DESIGNED BY: CONNOR DINSMORE	08.06.24
CHECKED BY: MICHAEL DEMKOWICZ	08.06.24
PROJECT No.: 11-1-19	

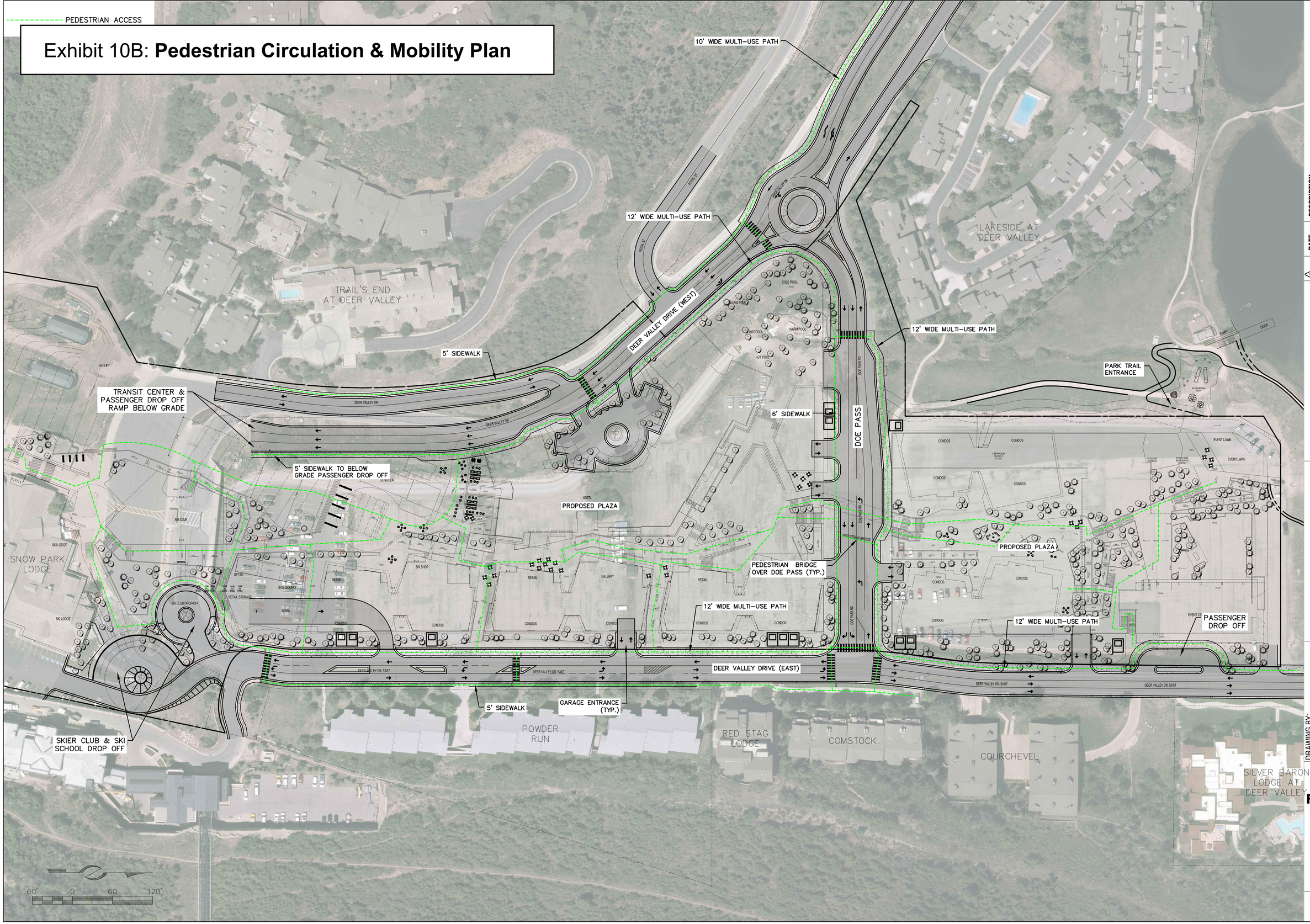
SEAL

FOR REVIEW ONLY

NOT FOR CONSTRUCTION

SHEET
EX-4

Exhibit 10B: **Pedestrian Circulation & Mobility Plan**



DATE	DESCRIPTION

SNOW PARK DEER VALLEY - PEDESTRIAN ACCESS

ALTERRA MOUNTAIN COMPANY - SNOW PARK DEER VALLEY

ALLIANCE ENGINEERING

P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50, PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:

DESIGNED BY: CONNOR DINSMORE 08.06.24

CHECKED BY: MICHAEL DEMKOWICZ 08.06.24

PROJECT No.: 11-1-19

SEAL

FOR REVIEW ONLY

NOT FOR CONSTRUCTION

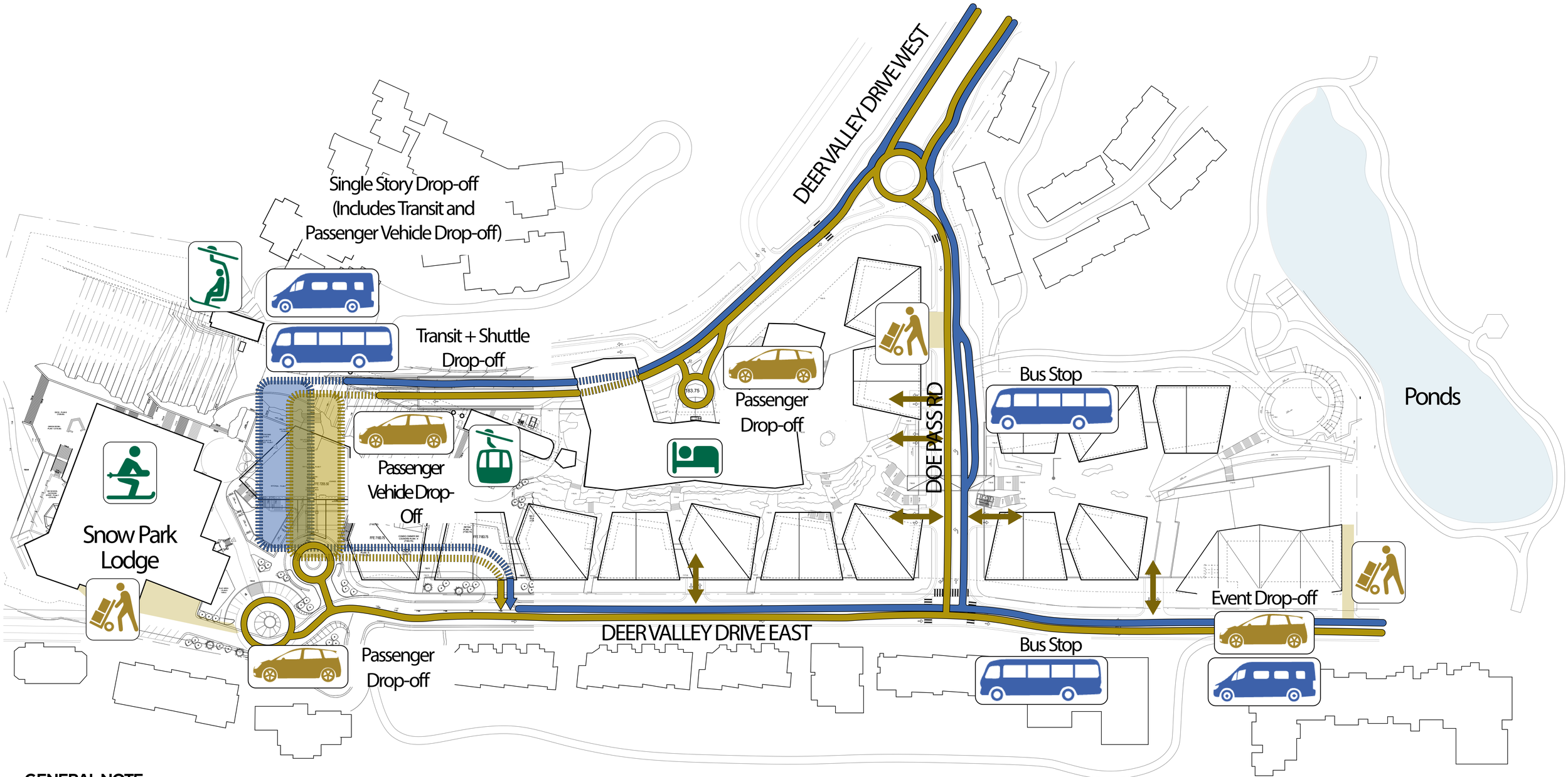
SHEET

EX-5

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements

LEGEND

- TRANSIT & SHUTTLE SERVICES
- PASSENGER VEHICLE



GENERAL NOTE

EXHIBIT TO SHOW DIAGRAMATIC SITE TRANSPORTATION CIRCULATION. REFERENCE CIVIL EXHIBIT SHEETS FOR ROAD DESIGN, GARAGE AND TRANSIT HUB ENTRY AND EXIT RAMP CONFIGURATIONS, TYP.

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements

LEGEND

- PEDESTRIAN PATHS
- MULTI USE PATHS
- VILLAGE PLAZA

DEER VALLEY DRIVE WEST

DOE PASS RD

Existing Trails

Bus Stop

Ponds

Pedestrian Plaza

Pedestrian Bridge

Pedestrian Plaza

Snow Park Lodge

Event Drop-off

DEER VALLEY DRIVE EAST

Passenger Drop-off

Bus Stop

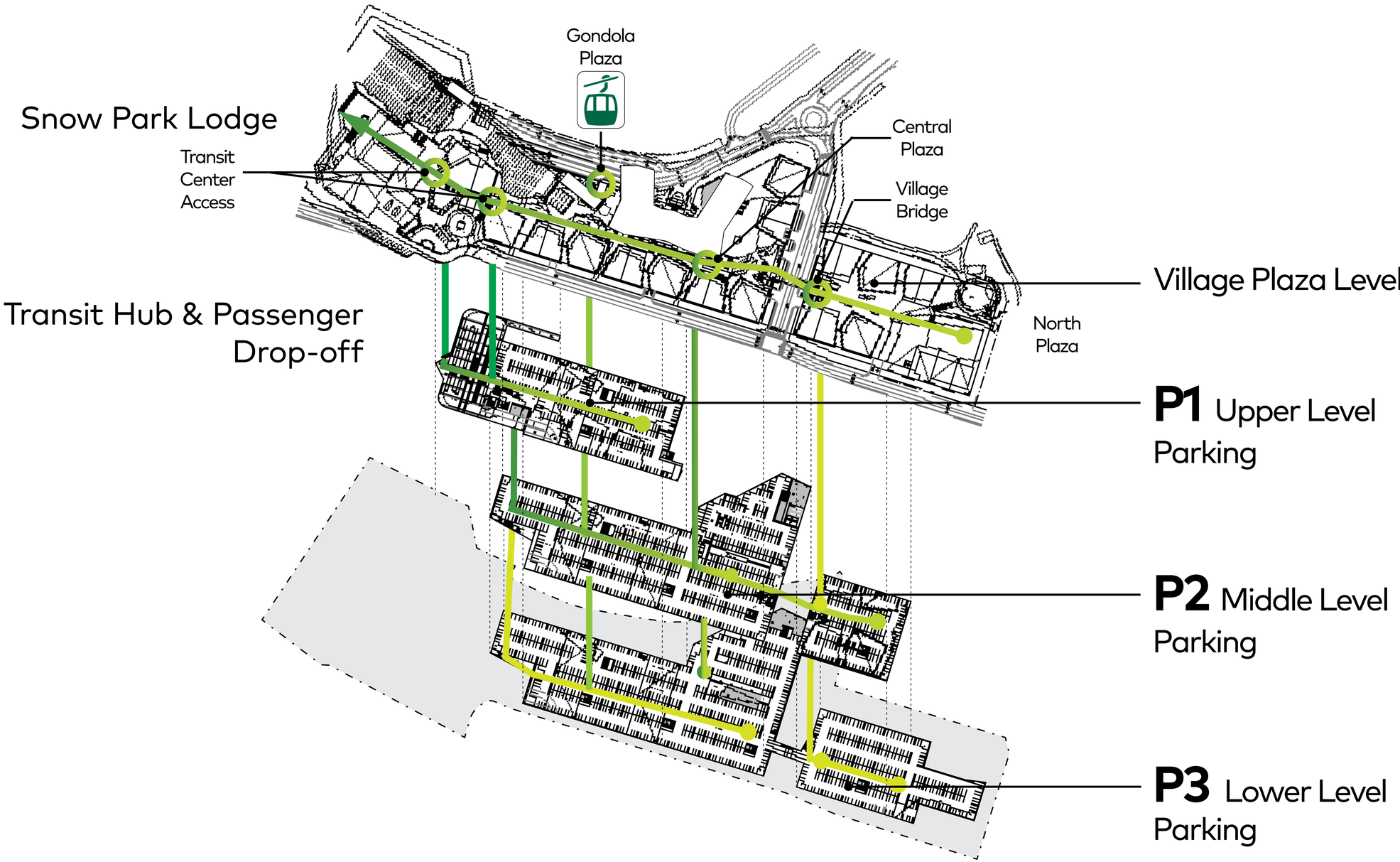
Multi-use Paths

DEER VALLEY®

skylab

Snow Park Village

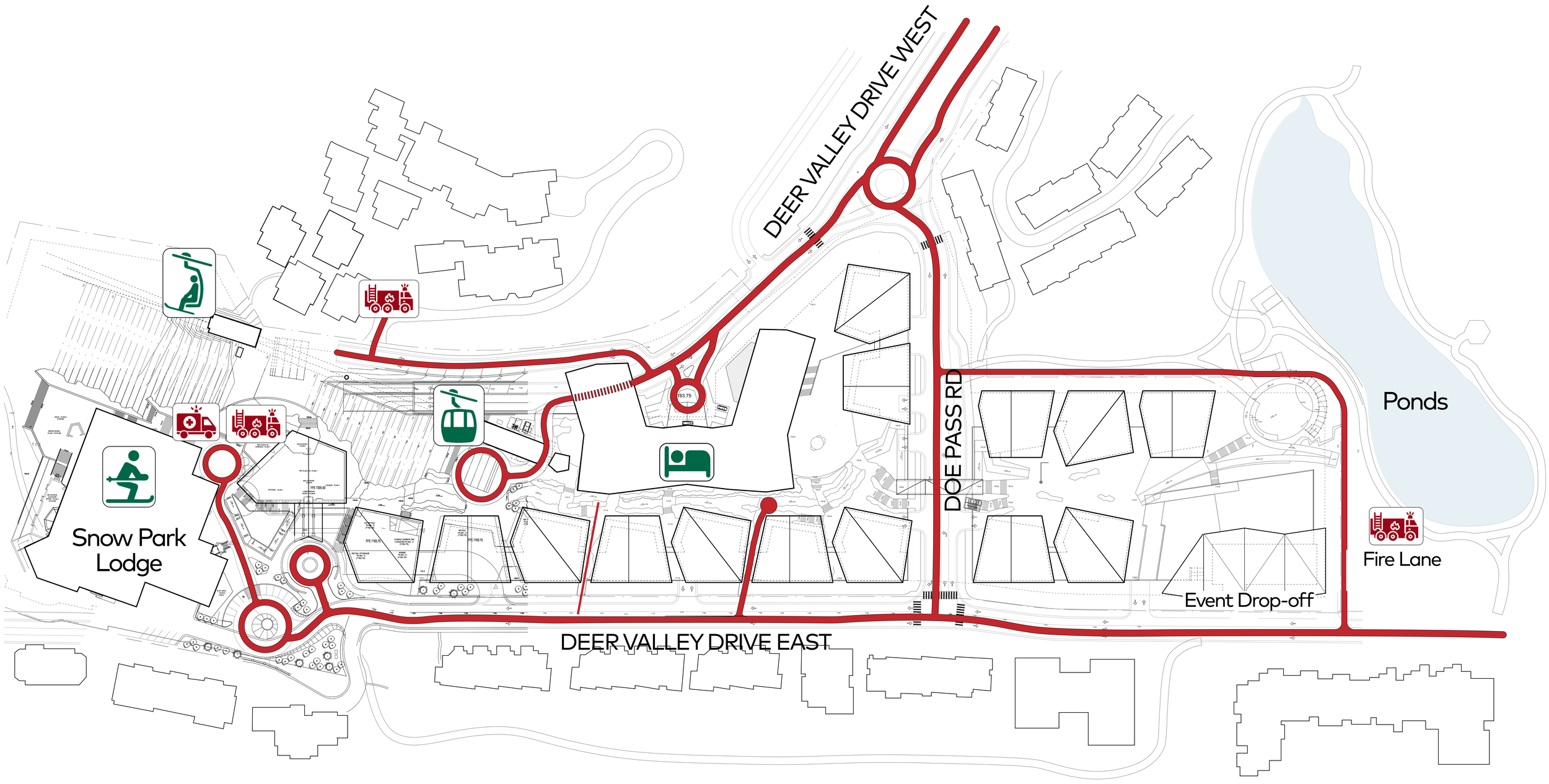
Exhibit 10C: **Pedestrian Circulation & Mobility Plan**


Gondola Plaza
Snow Park Lodge
Transit Center Access
Central Plaza
Village Bridge
Village Plaza Level
Transit Hub & Passenger Drop-off
North Plaza
P1 Upper Level Parking
P2 Middle Level Parking
P3 Lower Level Parking

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements

LEGEND

EMERGENCY SERVICE ACCESS ROUTES



DEER VALLEY®

skylab

Snow Park Village

Exhibit 11: **Emergency Vehicle Circulation**

DEVELOPMENT NUMBERS

Snow Park Village Summary							
Space Type	Total GSF	Total NSF	Support Allowable	(NSF) - (Support)	Total Units	Unit Equivalent (UE)	
Hotel	77,641	70,583			115	35.29	
Resort Accessory	119,962	109,056					
Residential	243,658	224,167			83	112.08	
Residential Accessory	165,052	150,047					
Meeting	15,535	14,123	14,738	(615)		(0.61)	*
Commercial	82,989	77,728	14,738	62,991		62.99	*
Total	704,838	645,704				209.75	
*Reference Support Commercial / Meeting Space Allowable Chart							

Conceptual Parcel Density Allocations by Use

Support Commercial /Meeting Space Allowable		
Space Type	Total GSF	Total NSF
Total Hotel	89,971.0	70,583
Total Residential	243,658	224,167
Subtotal Hotel + Residential Area		294,750
Support Commercial		
5% of Hotel + Residential Area		14,738
Support Meeting		
5% of Hotel + Residential Area		14,738
Total Support Commercial and Meeting		29,475

Conceptual Support Commercial and Meeting Space Allocations

Snow Park Lodge		
	Total NSF	Unit Equivalent (UE)
Existing Retail	13807	13.81
Existing Restaurant	26958	26.96
Total		40.77
Proposed Retail	3655	3.66
Proposed Restaurant	24734	24.73
Total		28.39
Snow Park Lodge UE Balance		**12.38**
UE balance may later be applied to Snow Park Village		

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements

Conceptual Axon

DEVELOPMENT NUMBERS

PARKING NUMBERS

Program	Day Skier	Residential	Event	Hotel	Commercial	TOTAL	Notes
Gross Level P1					284	284	
Gross Level P2	439	181	13	120		753	
Gross Level P3	922		12			934	
Gross Overall	1,361	181	25	120	284	1,971	

Requiremetns by PROGRAM by LEVEL							
ADA Required							per IBC table 1106.1
ADA Required P1					7	7	
ADA Required P2	9	6	1	5		21	
ADA Required P3	19		1			20	
						48	dispersed

EV Ready Required							50% first 100, 5% remaining
EV Charger Required							5% of total
EV Required P1					75	75	
EV Required P2	89	65	8	57		219	
EV Required P3	139		7			146	
						440	total = EV ready + EV Charger

Requirements by GROSS by LEVEL							
ADA Required	n/a	n/a	n/a	n/a	n/a		per IBC table 1106.1
ADA Required P1						7	
ADA Required P2						16	
ADA Required P3						19	
						42	centralized per level

EV Ready Required							50% first 100, 5% remaining
EV Charger Required							5% of total
EV Required P1						75	number shown counts both requirements
EV Required P2						121	
EV Required P3						139	
						335	total = EV ready + EV Charger

Requirements by GROSS OVERALL							
ADA Required	n/a	n/a	n/a	n/a	n/a		per IBC table 1106.1
ADA Required P1							
ADA Required P2							
ADA Required P3							
						30	centralized on P2, north & south

EV Ready Required							50% first 100, 5% remaining
EV Charger Required							5% of total
EV Required P1							
EV Required P2							
EV Required P3							
						243	total = EV ready + EV Charger

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements

GENERAL NOTE

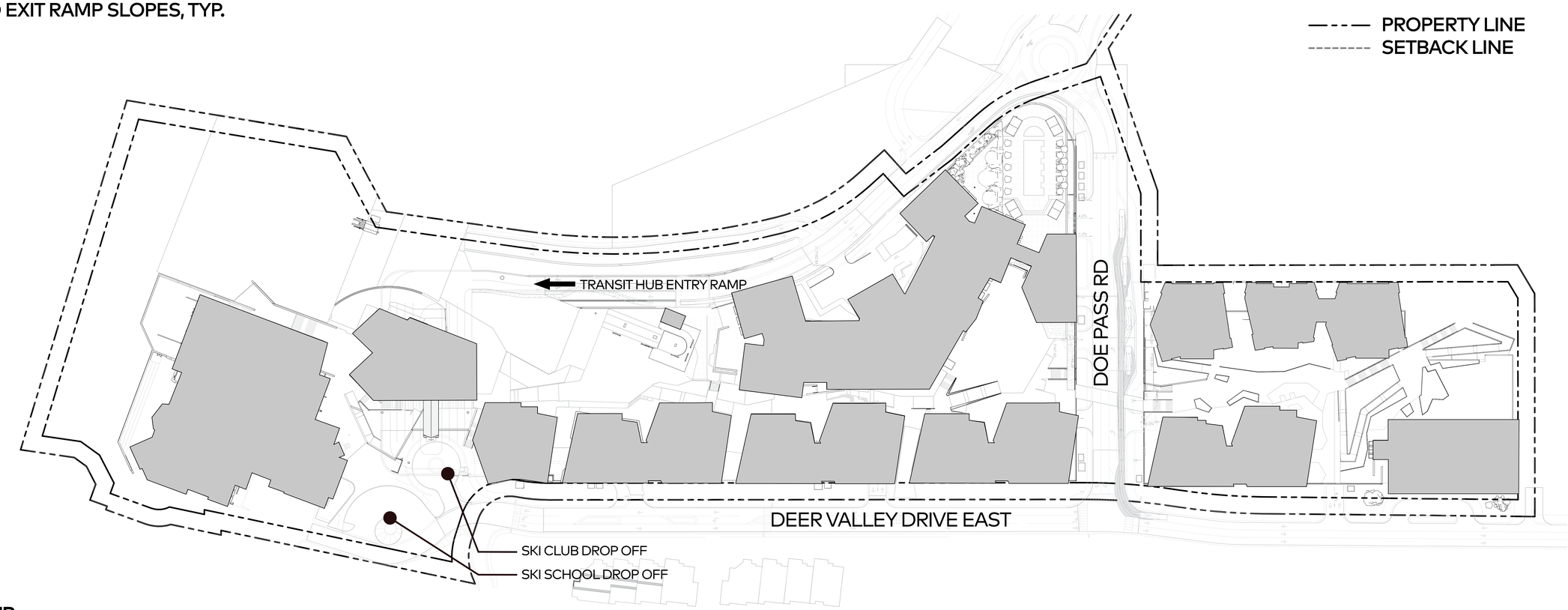
REFERENCE CIVIL GRADING SHEET 32 FOR GARAGE AND TRANSIT HUB ENTRY AND EXIT RAMP SLOPES, TYP.

LEGEND

RESIDENTIAL/ RESORT ACCESSORY

PROPERTY LINE

SETBACK LINE



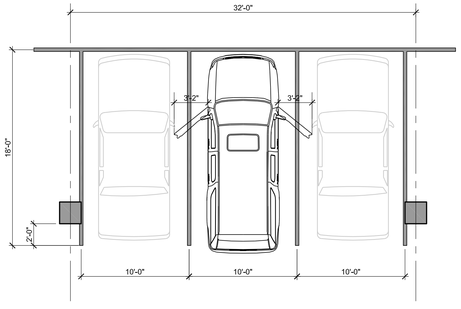
TRANSIT HUB

MINIMUM HEIGHT CLEARANCES TO ALL OBSTRUCTIONS WITHING TRANSIT HUB TO BE 13'-6" CLEAR

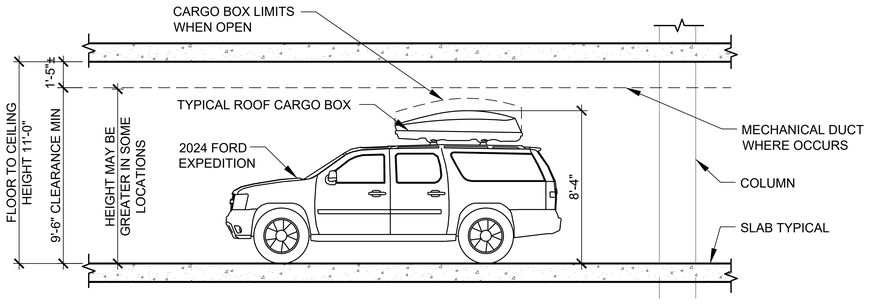
PARKING GARAGE

SITE PLAN

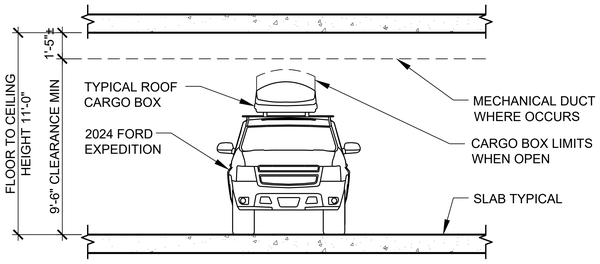
0' 20' 50' 100' 250'



PARKING STALL PLAN TYP



PARKING STALL SECTION TYP



PARKING STALL SECTION TYP

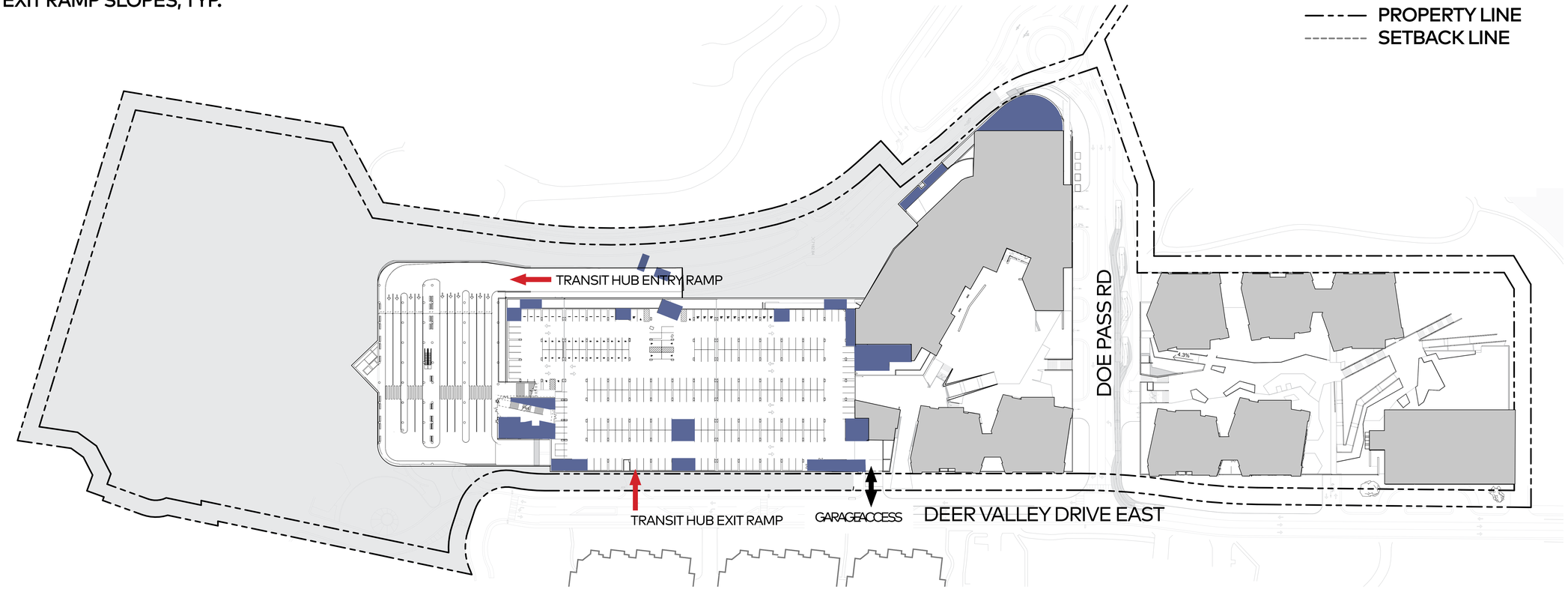
Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements

GENERAL NOTE

REFERENCE CIVIL GRADING SHEET 32 FOR GARAGE AND TRANSIT HUB ENTRY AND EXIT RAMP SLOPES, TYP.

LEGEND

- RESIDENTIAL/ RESORT ACCESSORY 3992 SF
- PROPERTY LINE
- SETBACK LINE



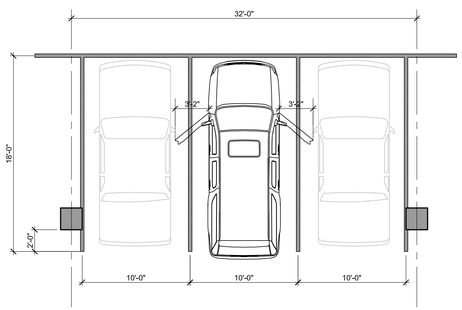
TRANSIT HUB

MINIMUM HEIGHT CLEARANCES TO ALL OBSTRUCTIONS WITHING TRANSIT HUB TO BE 13'-6" CLEAR

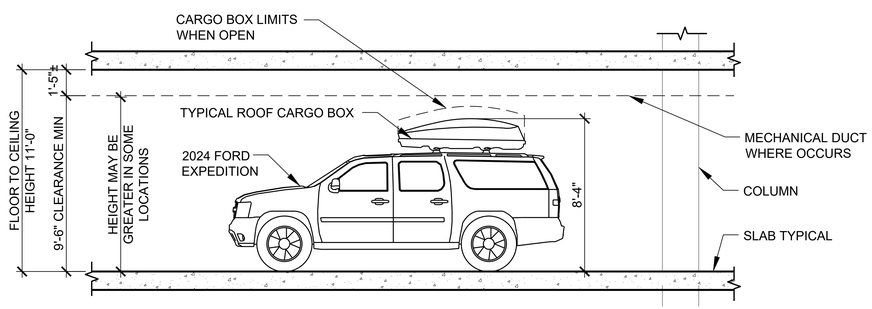
PARKING PLAN_LEVEL_P3 - 7170.3'

0 20 40 100 200

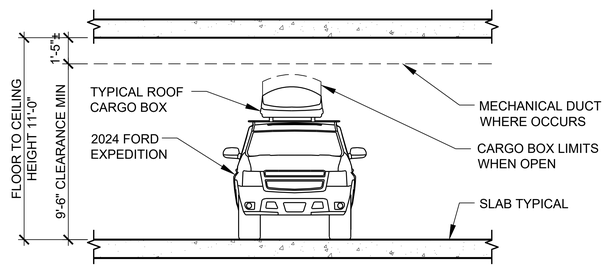
PARKING GARAGE



PARKING STALL PLAN TYP



PARKING STALL SECTION TYP



PARKING STALL SECTION TYP

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Exhibit 13B: **Parking Garage & Floor Plans_P1 & Transit & Passenger Drop-off**

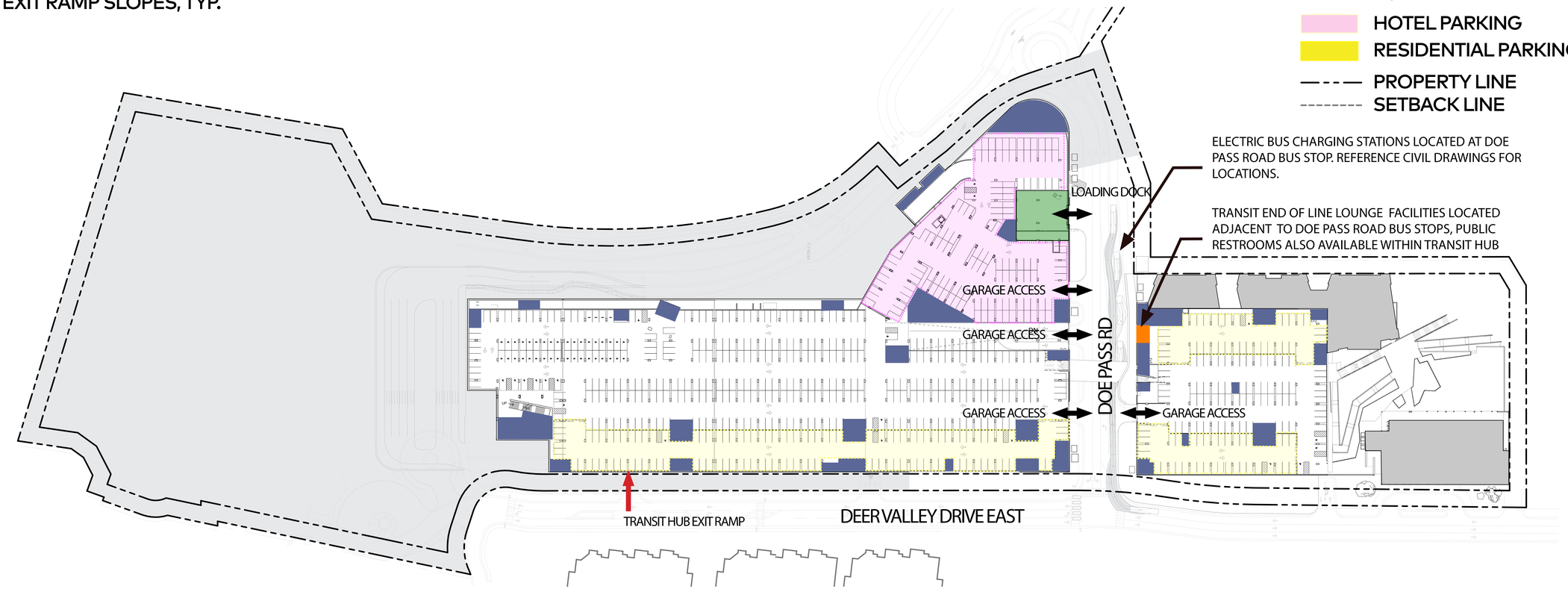
Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements

GENERAL NOTE

REFERENCE CIVIL GRADING SHEET 32 FOR GARAGE AND TRANSIT HUB ENTRY AND EXIT RAMP SLOPES, TYP.

LEGEND

- RESIDENTIAL/ RESORT ACCESSORY 14,769 SF
- HOTEL PARKING
- RESIDENTIAL PARKING
- PROPERTY LINE
- SETBACK LINE



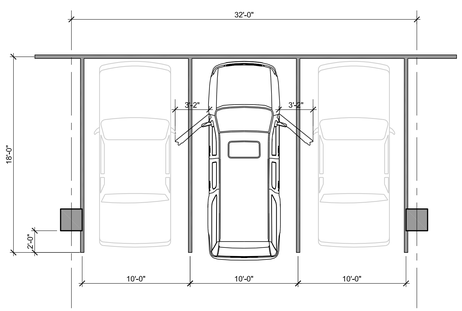
TRANSIT HUB

MINIMUM HEIGHT CLEARANCES TO ALL OBSTRUCTIONS WITHING TRANSIT HUB TO BE 13'-6" CLEAR

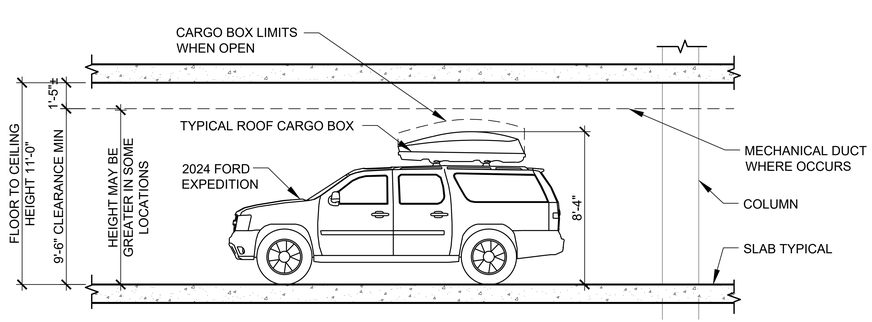
PARKING GARAGE

PARKING PLAN_LEVEL_P2 - 7147.5'

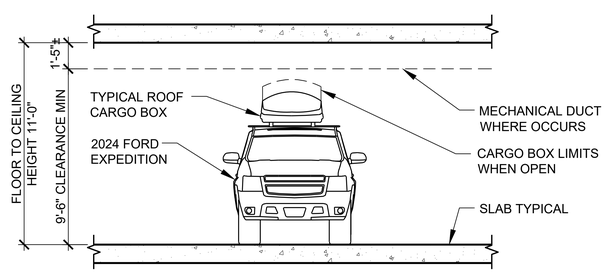
0 20 40 100 200



PARKING STALL PLAN TYP



PARKING STALL SECTION TYP



PARKING STALL SECTION TYP

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements

GENERAL NOTE

REFERENCE CIVIL GRADING SHEET 32 FOR GARAGE AND TRANSIT HUB ENTRY AND EXIT RAMP SLOPES, TYP.

LEGEND

- RESIDENTIAL/ RESORT ACCESSORY 34,731 SF
- PROPERTY LINE
- SETBACK LINE

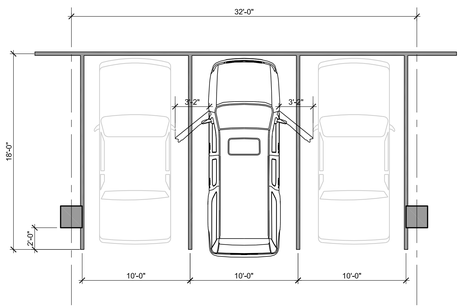
TRANSIT HUB

MINIMUM HEIGHT CLEARANCES TO ALL OBSTRUCTIONS WITHING TRANSIT HUB TO BE 13'-6" CLEAR

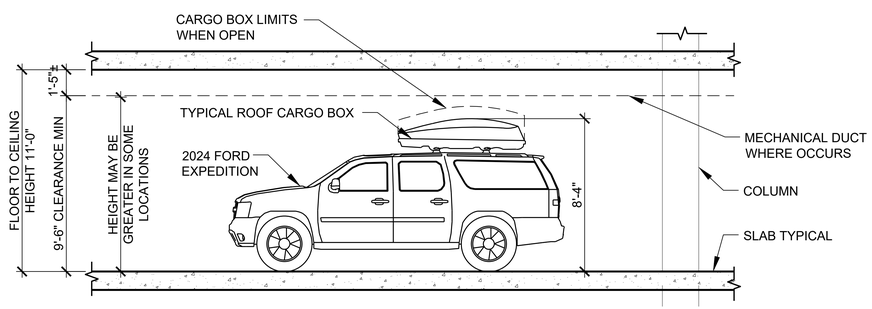
PARKING GARAGE

PARKING PLAN_LEVEL_P3 - 7135.5'

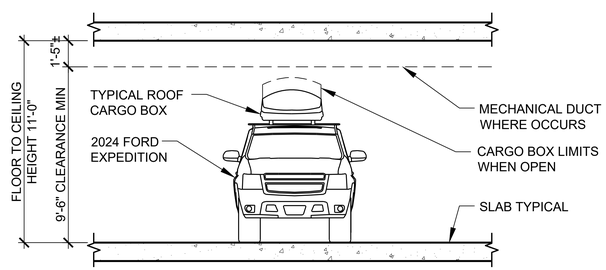
0 20 40 100 200



PARKING STALL PLAN TYP



PARKING STALL SECTION TYP

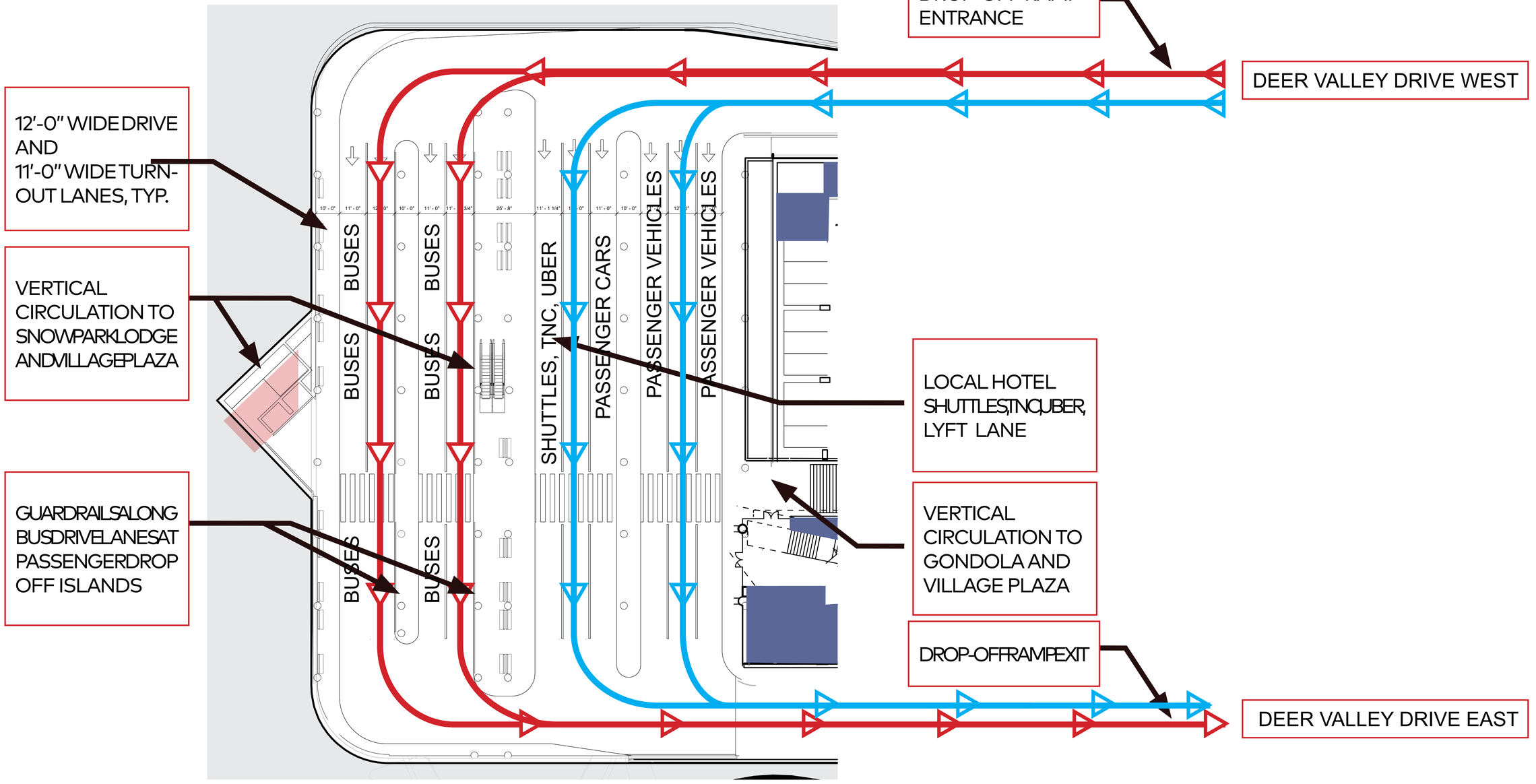


PARKING STALL SECTION TYP

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements

GENERAL NOTES

REFERENCE CIVIL GRADING SHEETS FOR GARAGE AND TRANSIT HUB ENTRY AND EXIT RAMP SLOPES, TYP. AND TURNING DIAGRAMS



TRANSIT HUB

MINIMUM HEIGHT CLEARANCES TO ALL OBSTRUCTIONS WITHING TRANSIT HUB TO BE 13'-6" CLEAR

TRANSIT DROP-OFF_LEVEL P1 - 7170.3'

0 20 40 100

N

Exhibit 15: **Transit Drop-off Vehicle Access**

TRAILS END ROAD

DEER VALLEY DRIVE WEST

DEER VALLEY DRIVE EAST

TRANSIT & PASSENGER VEHICLE ENTRANCE RAMP SLOPE=6.0% MAX.

PROPOSED TRANSIT HUB & PASSENGER DROP OFF ELEVATION=7170.3'

PROPOSED SIDEWALK

TRANSIT & PASSENGER VEHICLE EXIT RAMP SLOPE=5.0% MAX.

PROPOSED PARKING GARAGE
P3 GARAGE ELEV: 7135.5'
P2 GARAGE ELEV: 7147.5'
P1 GARAGE ELEV: 7162.0'

PROPOSED SKIER CLUB DROP OFF ELEVATION=7205.5

PROPOSED SKI SCHOOL DROP OFF ELEVATION=7205.5

PROPOSED STOP SIGN

PROPOSED LANDSCAPE ISLAND (TYP.)

PROPOSED CROSSWALK WITH FLASHING BEACON

20' 0 20' 40'

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLAN IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

	DATE	DESCRIPTION
XXX	XX/XX/XX	

TRANSIT HUB AUTOTURN

SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD., STE 50,
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

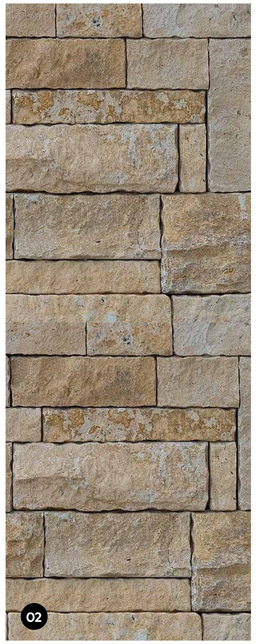
SEAL

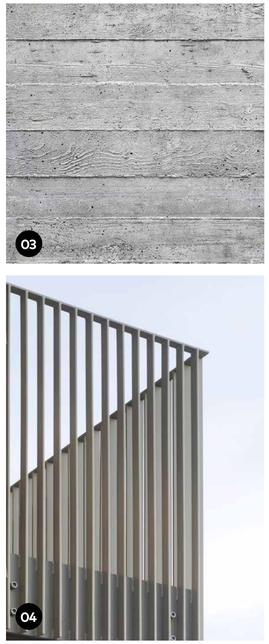
FOR REVIEW ONLY

NOT FOR CONSTRUCTION

SHEET
C412

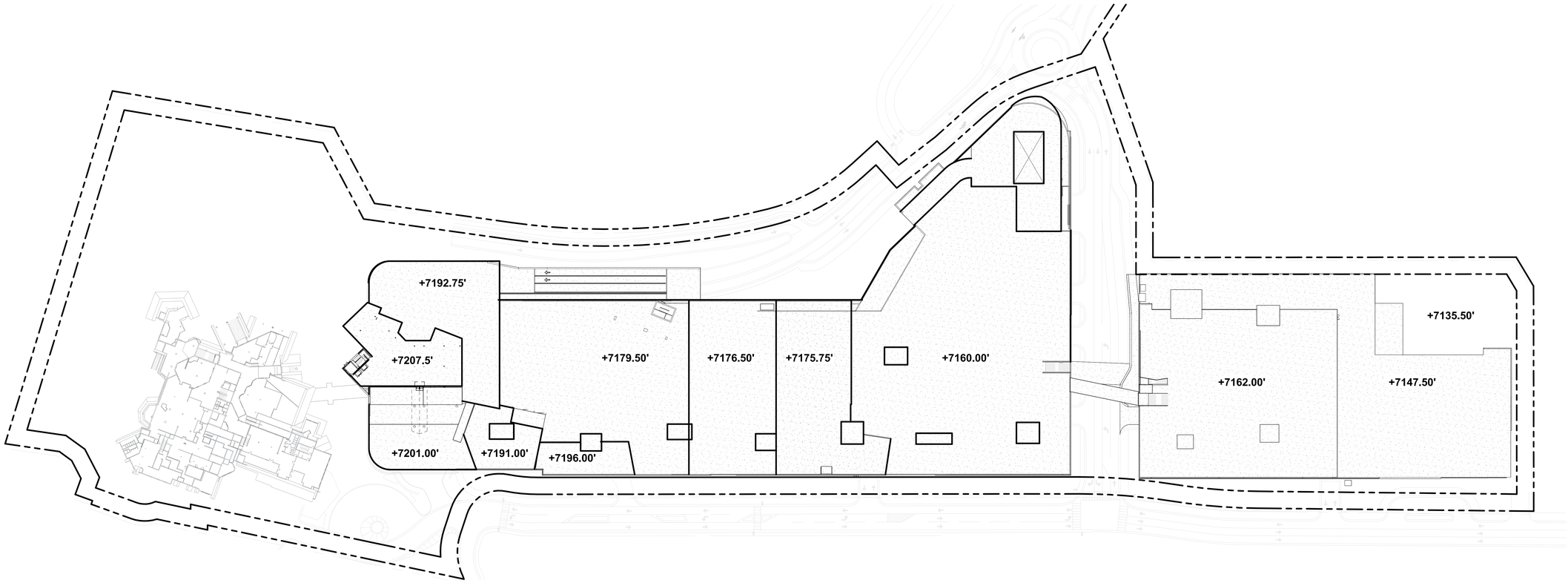
Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements





01_SMOOTH FACE STONE PANEL CLADDING
02_STACKED STONE CLADDING
03_BOARD FORMED CONCRETE
04_PAINTED METAL GUARDRAILS
05_PAINTED ALUMINUM METAL PANELS, LOUVERS AND GARAGE DOORS
06_PAINTED METAL GUARDRAILS
07_STAINED EXTERIOR WOOD SIDING

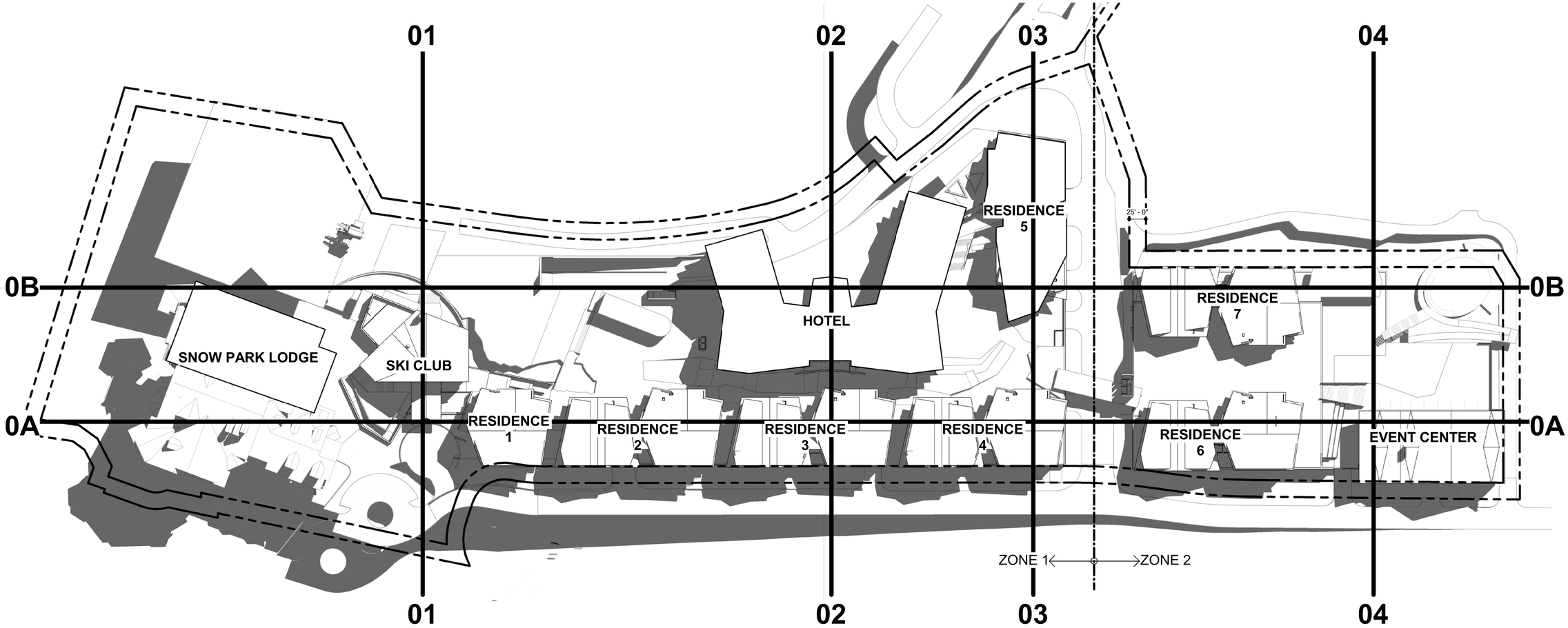
Exhibit 17: **Parking Garage_Podium Roof Top**



PARKING GARAGE_PODIUM ROOF TOP

0 20 40 100 200

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements



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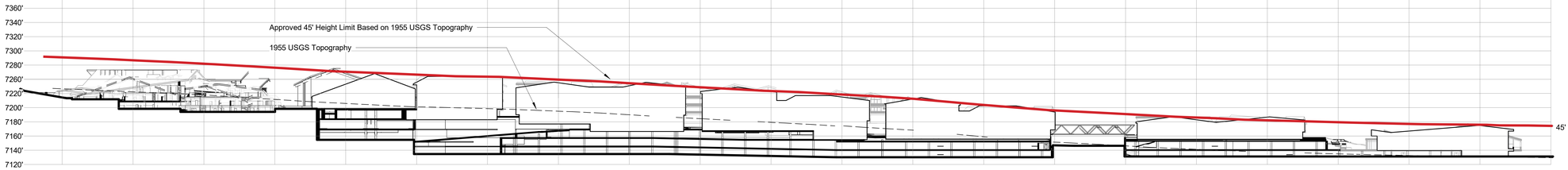
Snow Park Village

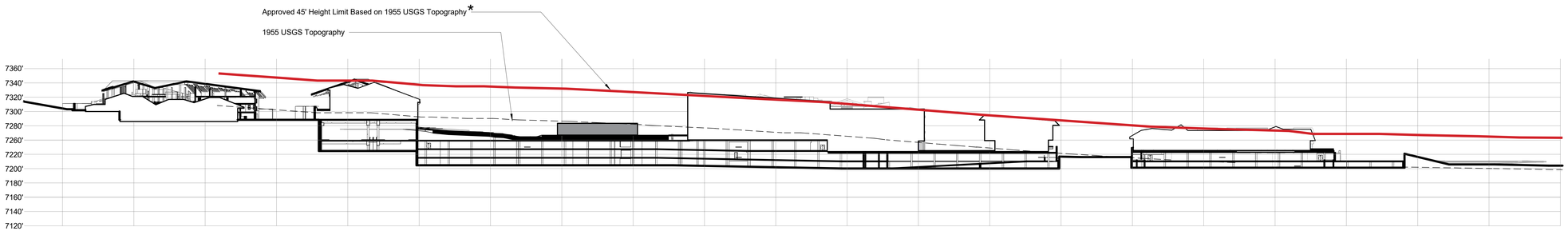
Exhibit 18: **Site/Building Sections Key Plan**

N

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements

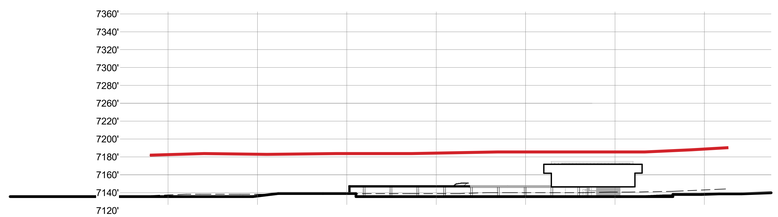


NS SITE SECTION - HEIGHT COMPLIANCE B
1" = 80'-0"
0B

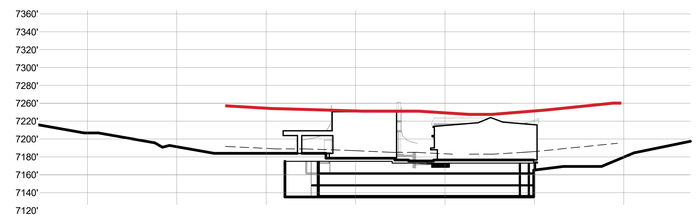


NS SITE SECTION - HEIGHT COMPLIANCE A
1" = 80'-0"
0A

*All buildings have been designed to be incompliance within the 45' hegiht limit set forth in the designated guidelines. Any building above the 45' height limit line is in compliance with the allowable roof variance up to 50'.

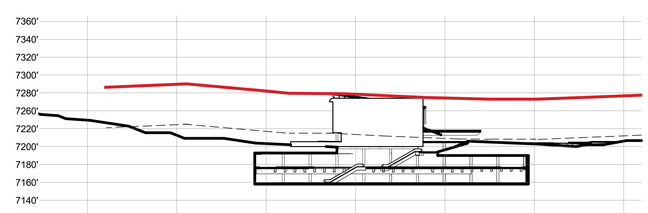


EW SITE SECTION - HEIGHT COMPLIANCE 04
1" = 80'-0"
04

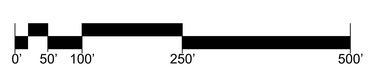


EW SITE SECTION - HEIGHT COMPLIANCE 02
1" = 80'-0"
02

EW SITE SECTION - HEIGHT COMPLIANCE 03
1" = 80'-0"
03

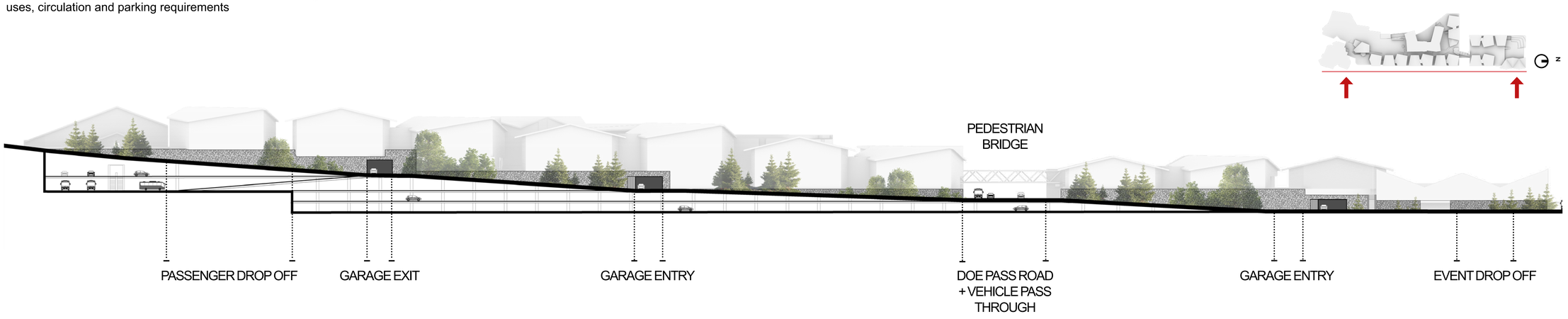


EW SITE SECTION - HEIGHT COMPLIANCE 01
1" = 80'-0"
01



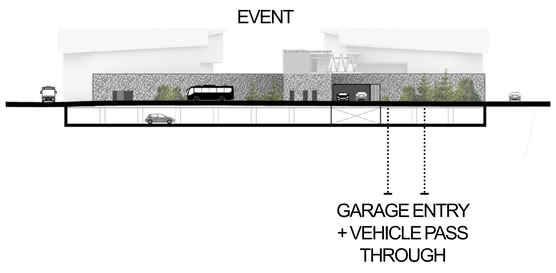
Building Elevation_East

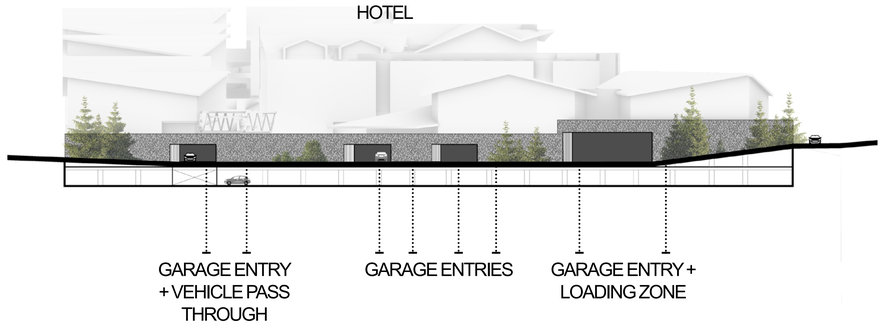
Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements



Building Elevations_Doe Pass Road

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements



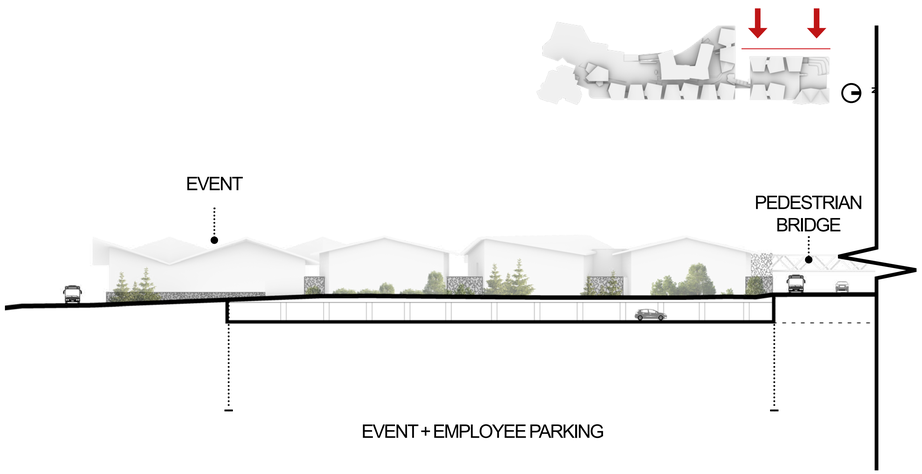


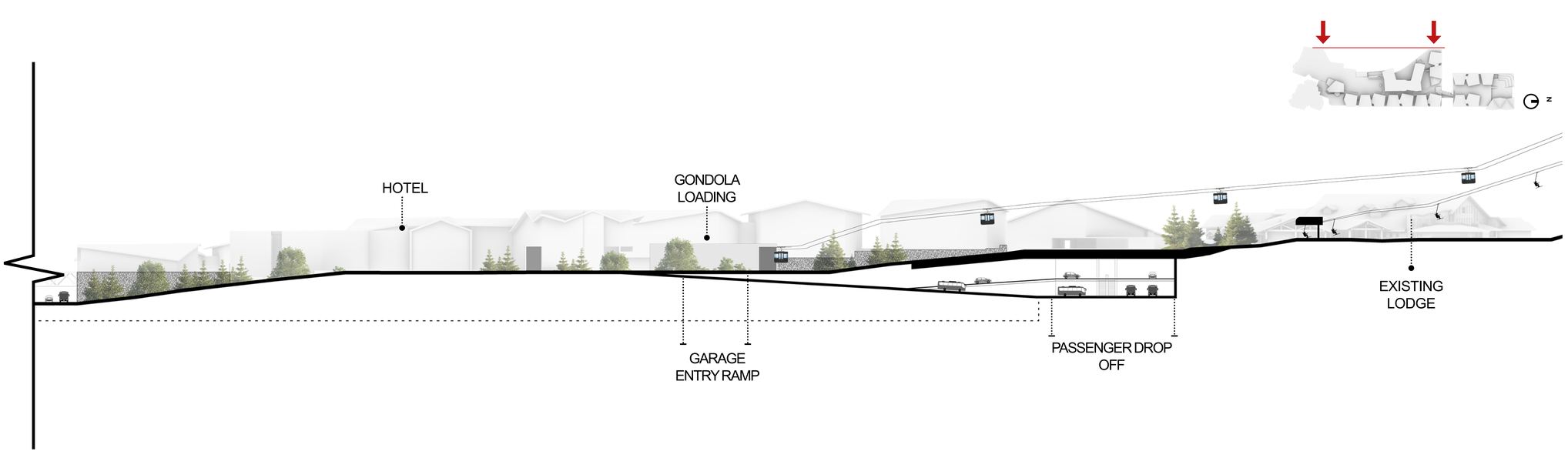
GENERAL NOTES

EXTERIOR GARAGE WALL HEIGHTS VARY ALONG ADJACENT GRADES. GARAGE WALL HEIGHTS NOT TO EXCEED 45'-0" ABOVE APPROVED GRADE DETERMINATION. REFERENCE EXHIBITS 21 & 22.

Building Elevations_West

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements



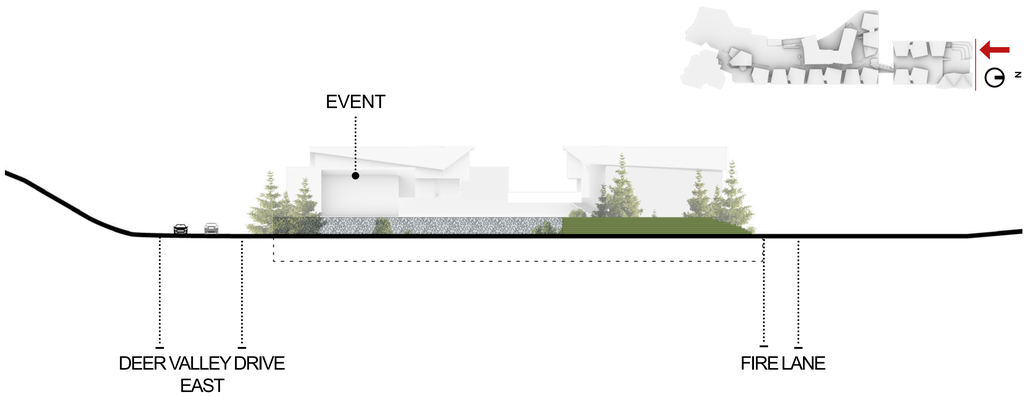


GENERAL NOTES

EXTERIOR GARAGE WALL HEIGHTS VARY ALONG ADJACENT GRADES. GARAGE WALL HEIGHTS NOT TO EXCEED 45'-0" ABOVE APPROVED GRADE DETERMINATION. REFERENCE EXHIBITS 21 & 22.

Building Elevation_North

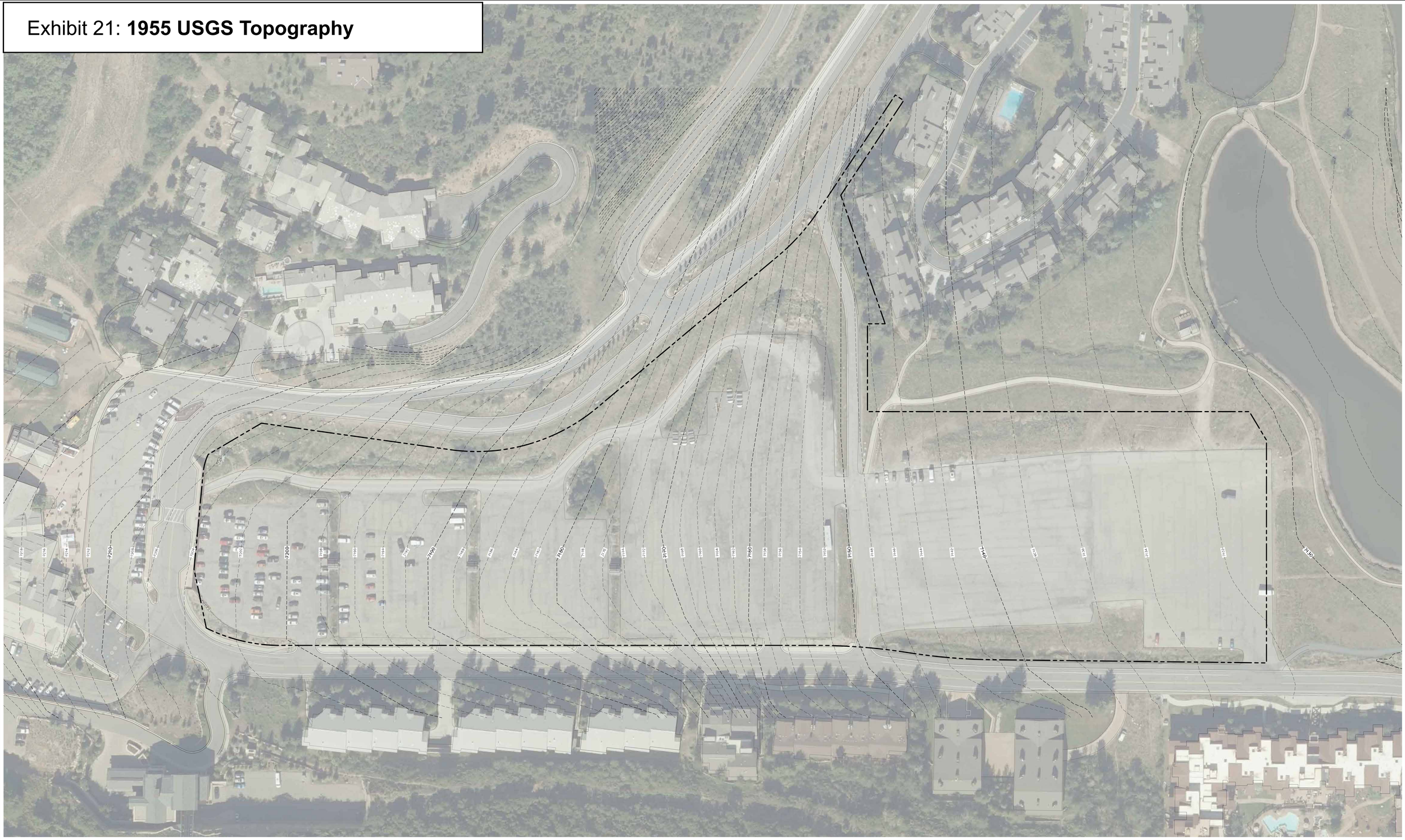
Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements



GENERAL NOTES

EXTERIOR GARAGE WALL HEIGHTS VARY ALONG ADJACENT GRADES. GARAGE WALL HEIGHTS NOT TO EXCEED 45'-0" ABOVE APPROVED GRADE DETERMINATION. REFERENCE EXHIBITS 21 & 22.

Exhibit 21: **1955 USGS Topography**



60' 0 60' 120'

(435) 649-9467

Alliance Engineering Inc

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF:
MICHAEL DEMKOWICZ
DUSTIN CARRISH

DATE: 1/7/2021

DEER VALLEY SNOW PARK DEVELOPMENT
1955 USGS
TOPOGRAPHY

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

February 19, 2021

NOTICE OF PLANNING DIRECTOR DETERMINATION

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

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

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

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

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

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

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

Based on the information submitted, the Planning Director has determined that the methodology used to determine interpolated Natural Grade, including page 6 of 2007 Aerial and 1995 USGS Topography Section, appears sound, and is based on a digital contour model, stamped and signed by Michael Demkowicz, Professional Land Surveyor.

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

Please let me know if you have any questions.

Sincerely,

Gretchen Milliken

Planning Director

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

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

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

Sincerely,

Gretchen Milliken

Planning Director

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

Attachment 1 – Applicant's Proposal

Site Total- 24.3 Acres
Site Without Buiding Footprint - 18.1 Acres
Green Area - 14.92 Acres
Snow Storage - 0.64 Acres

Exhibit 24: **Civil Site Plan_Plat & Right of Way**

LEGEND:

LOT 1 BOUNDARY

IN THE TREES
AT DEER VALLEY

ROYAL STREET

LAKESIDE AT
DEER VALLEY

TRAIL'S END
AT DEER VALLEY

DEER
VALLEY
RESORT

SNOW PARK
LODGE

BLACK
DIAMOND

DEER CREST HOTEL
SUBDIVISION
(ST. REGIS)

POWDER
RUN

RED STAG
LODGE

COMSTOCK

COURCHEVEL

SILVER BARON
LODGE AT
DEER VALLEY

120' 0 120' 240'

05/24/2024

ALLIANCE ENGINEERING

P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE

DATE: 05/24/2024

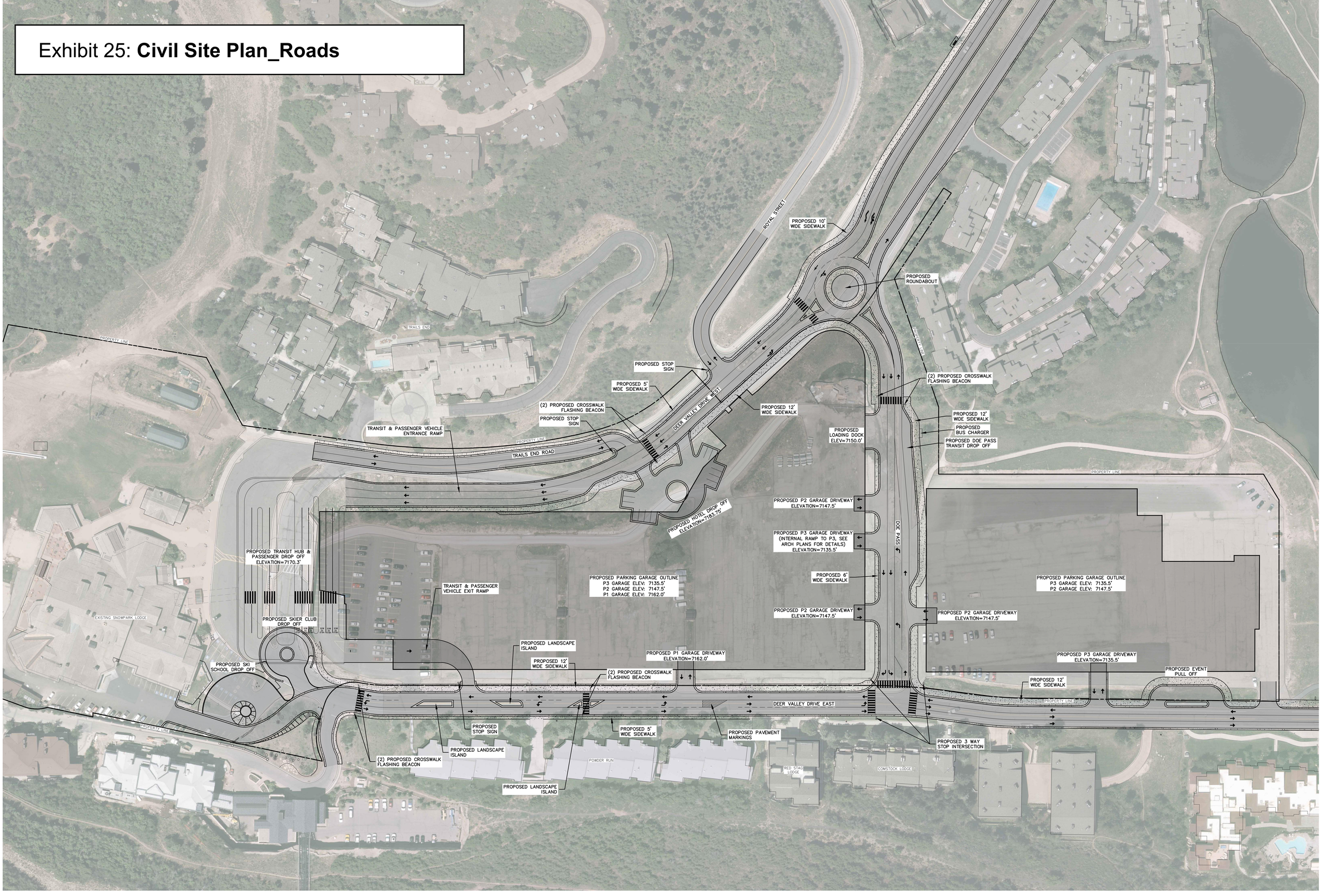
DEER VALLEY RESORT
SNOW PARK VILLAGE

SUBDIVISION PLAT & RIGHT OF WAY
EXHIBIT

FOR: DEER VALLEY RESORT
JOB NO.: 11-1-19
FILE: X:\SnowParkVillage\dwg\SP Development\110119snowparkALTA-civil.dwg

SHEET
20

Exhibit 25: **Civil Site Plan_Roads**



50' 0 50' 100'

CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLAN IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

	DESCRIPTION	DATE
1	XXX	XX/XX/XX

OVERALL SITE PLAN

SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

SEAL

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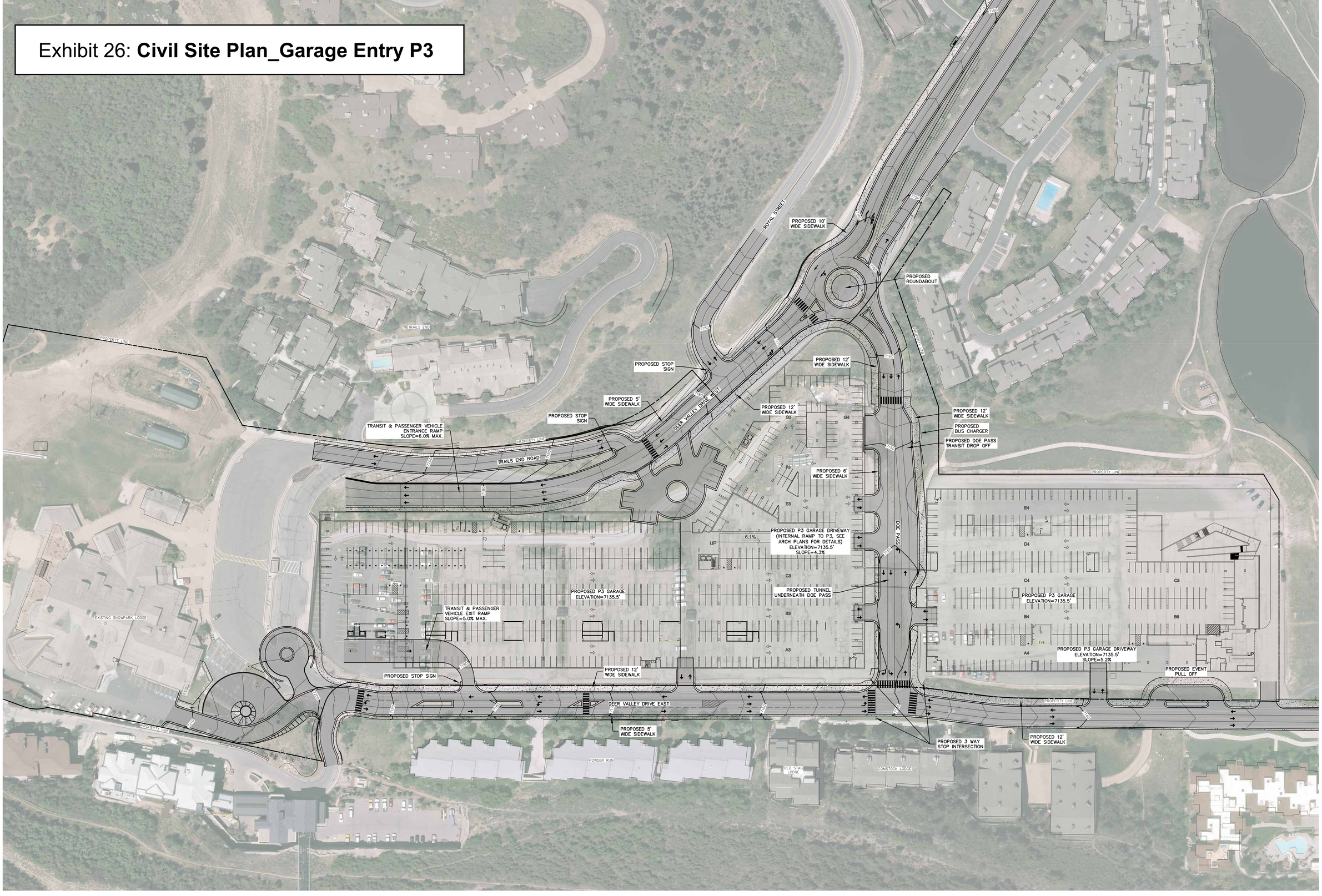
SHEET
C201

Exhibit 26: **Civil Site Plan_Garage Entry P3**



50' 0 50' 100'

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	DATE	DESCRIPTION
1	XXX	XX/XX/XX

P3 GARAGE LEVEL PLAN

SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:		
DESIGNED BY:	CONNOR DINSMORE	08/06/24
CHECKED BY:	MICHAEL DEMKOWICZ	08/06/24
PROJECT No.:	11-1-19	

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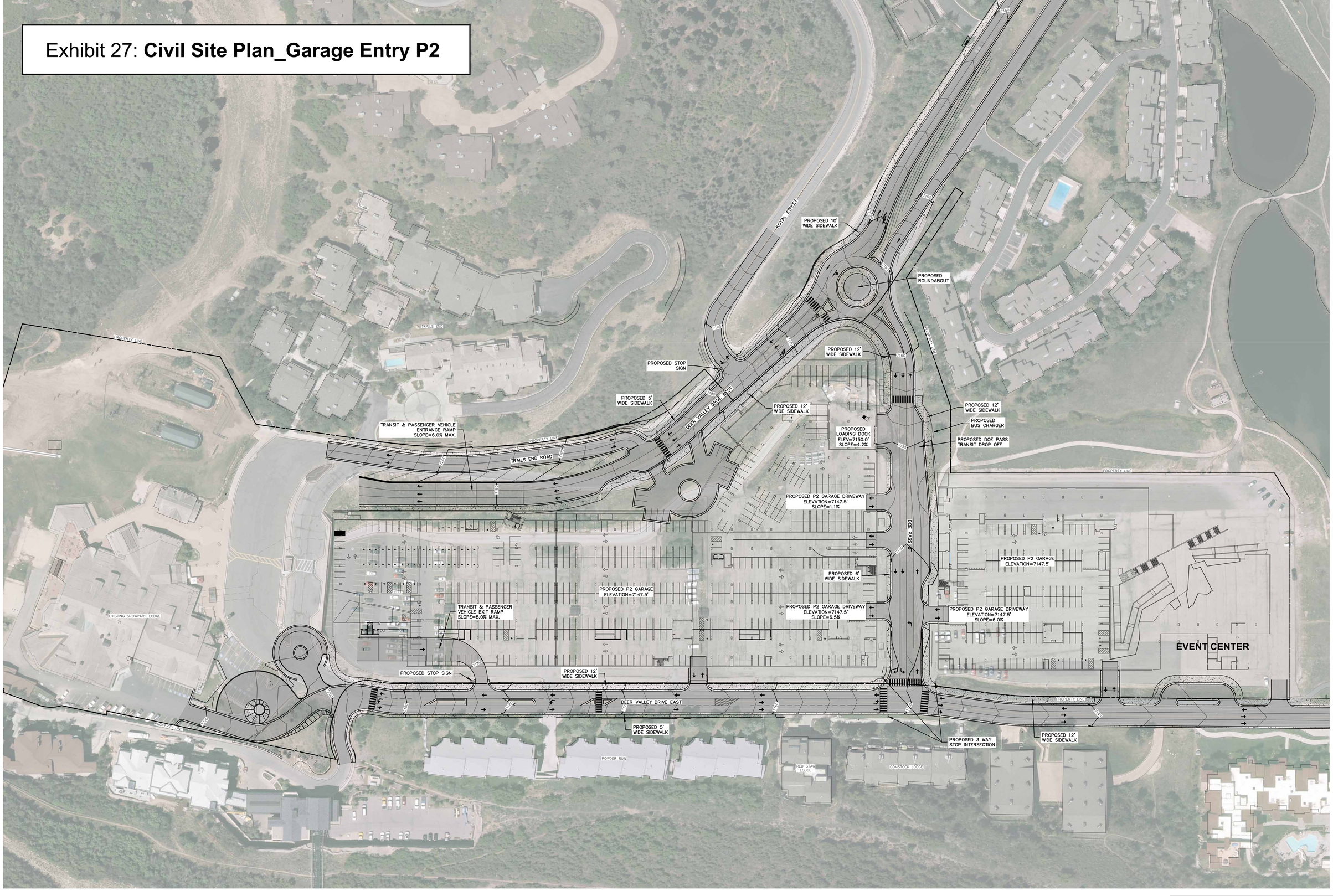
C202

Exhibit 27: **Civil Site Plan_Garage Entry P2**



50' 0 50' 100'

CAUTION: NOTICE TO CONTRACTOR

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	DATE	DESCRIPTION
1	XXX	XX/XX/XX

P2 GARAGE LEVEL PLAN

SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50.
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

SEAL

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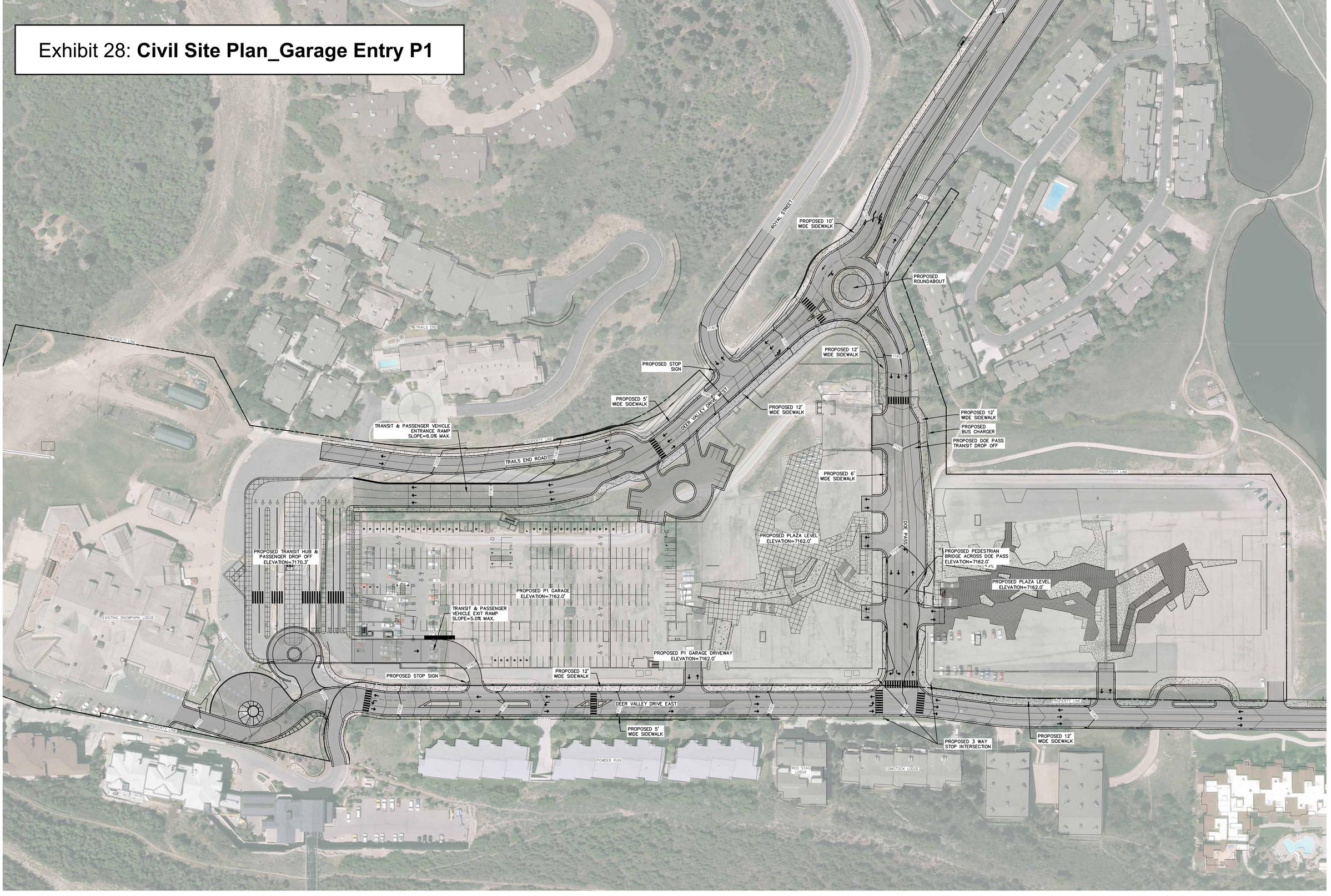
C203

Exhibit 28: **Civil Site Plan_Garage Entry P1**



50' 0 50' 100'

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	DATE	DESCRIPTION
1	XXX	XX/XX/XX

P1 GARAGE LEVEL PLAN

SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:
DESIGNED BY: CONNOR DINSMORE 06/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

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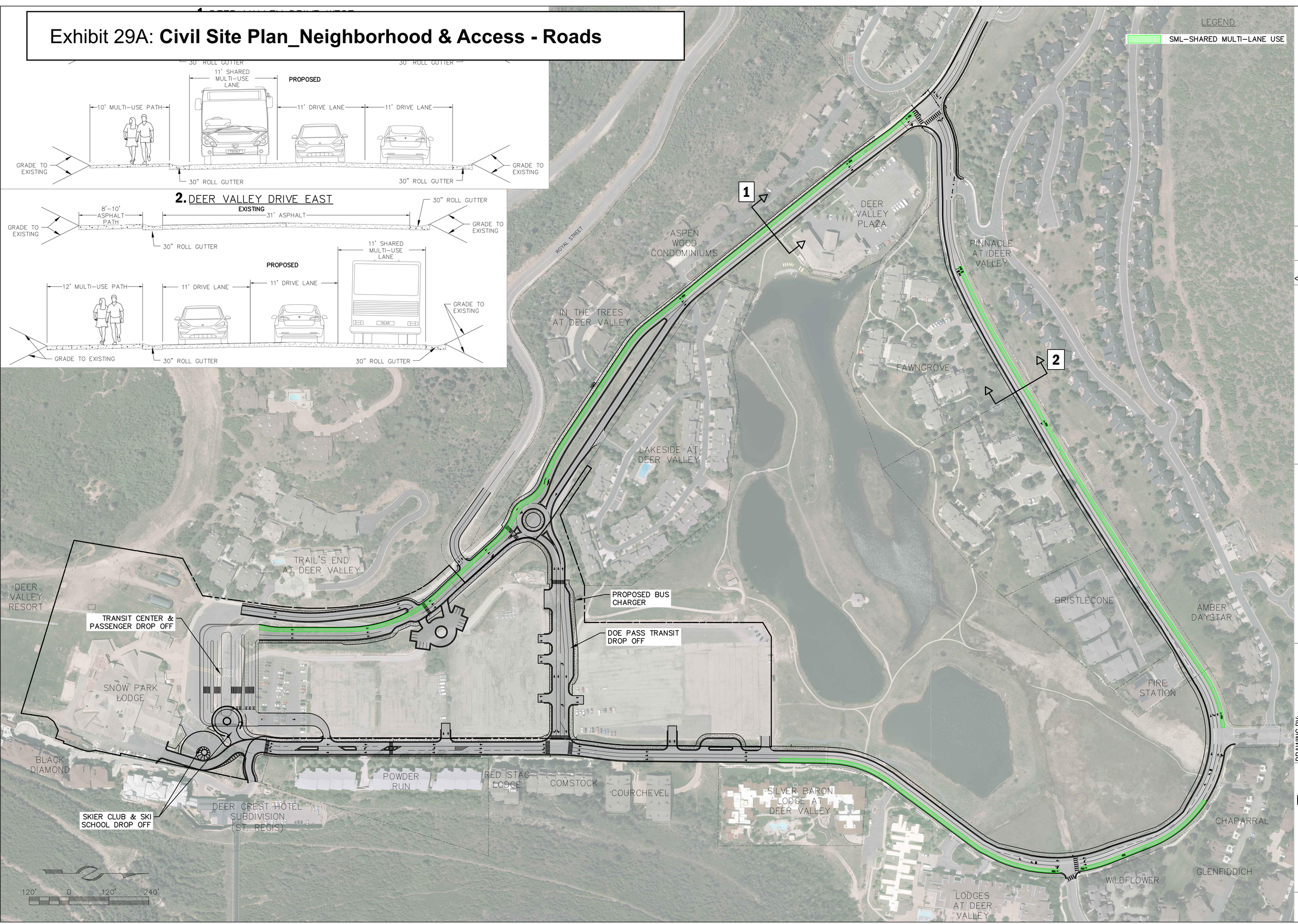
C204

Exhibit 29A: **Civil Site Plan_Neighborhood & Access - Roads**



DESCRIPTION	DATE

SNOW PARK DEER VALLEY - ACCESS EXHIBITS

ALTERRA MOUNTAIN COMPANY - SNOW PARK DEER VALLEY

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50, PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:	DESIGNED BY:	08.06.24
	CONNOR DINSMORE	
	CHECKED BY:	08.06.24
	MICHAEL DEMKOWICZ	
	PROJECT No.:	
	11-1-19	

SEAL

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NOT FOR CONSTRUCTION

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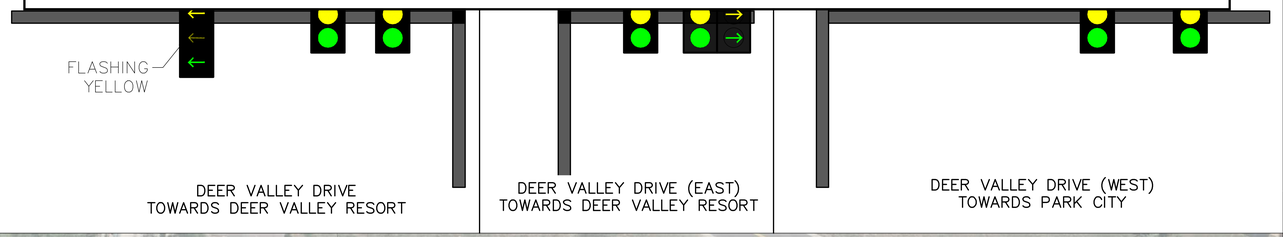
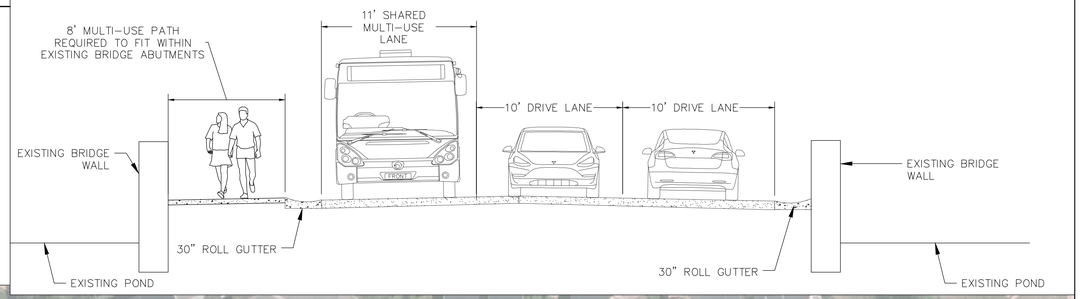
EX-1

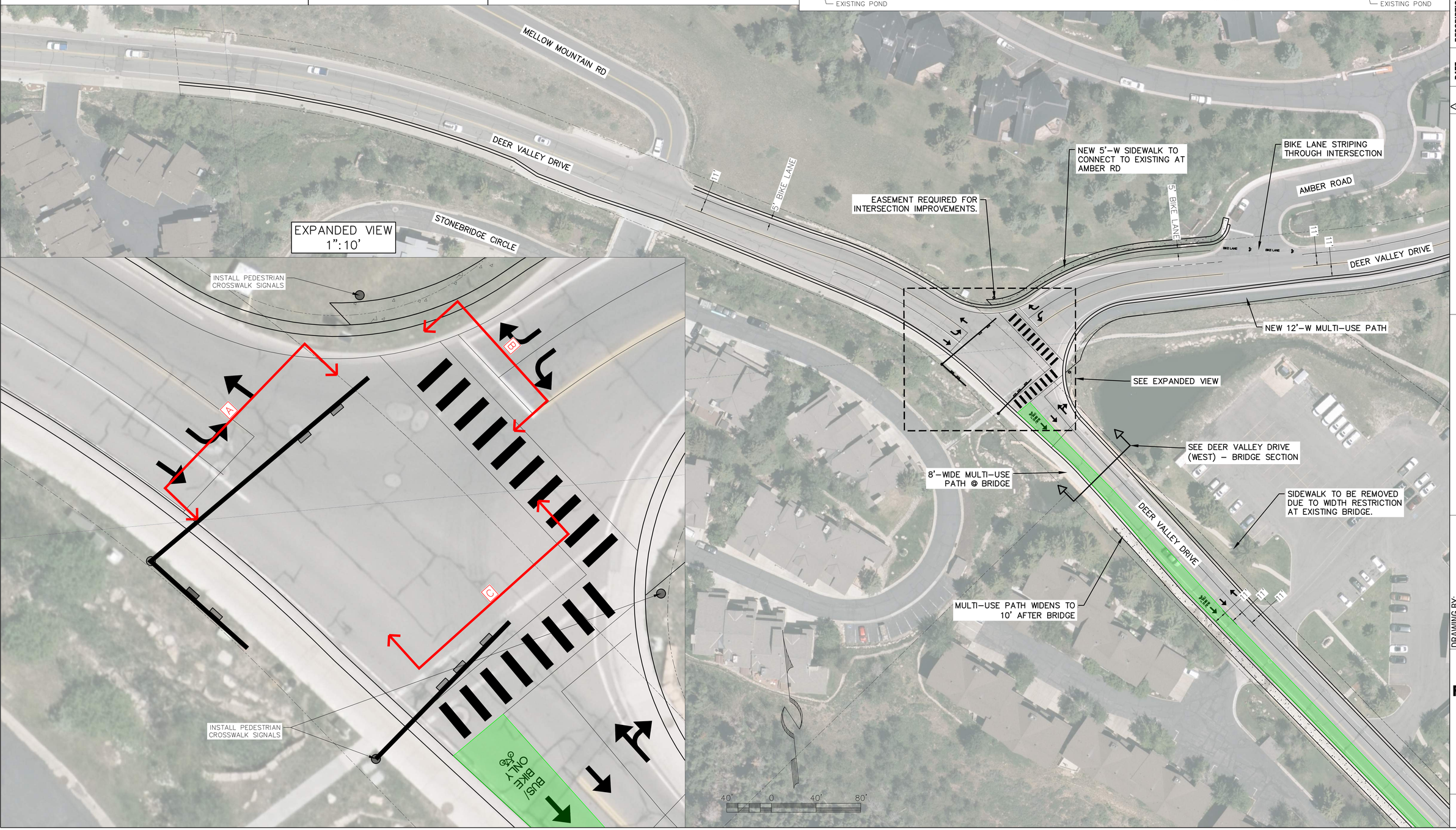
Exhibit 29B: **Civil Site Plan_Neighborhood & Access - Roads**

TRAFFIC SIGNAL VIEWS



DEER VALLEY DRIVE (WEST) – BRIDGE SECTION





DESCRIPTION	DATE

SNOW PARK DEER VALLEY - ACCESS EXHIBITS

ALTERRA MOUNTAIN COMPANY - SNOW PARK DEER VALLEY

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50, PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:

DESIGNED BY: CONNOR DINSMORE 08.06.24

CHECKED BY: MICHAEL DEMKOWICZ 08.06.24

PROJECT No.: 11-1-19

SEAL

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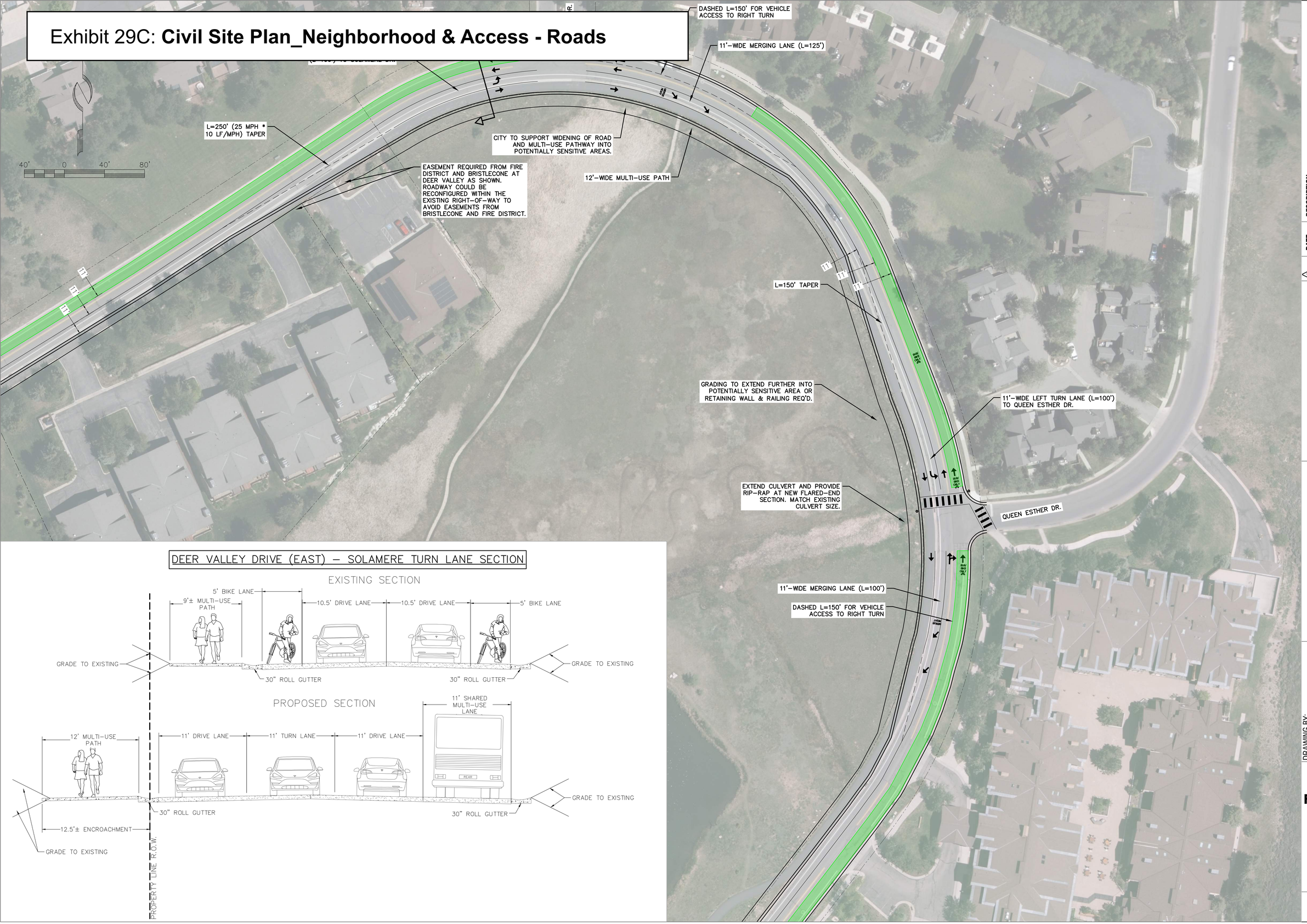
NOT FOR CONSTRUCTION

SHEET **EX-2**

Exhibit 29C: **Civil Site Plan_Neighborhood & Access - Roads**



DEER VALLEY DRIVE (EAST) – SOLAMERE TURN LANE SECTION

	DATE	DESCRIPTION
4		

SNOW PARK DEER VALLEY - ACCESS EXHIBITS

ALTERRA MOUNTAIN COMPANY - SNOW PARK DEER VALLEY

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50, PARK CITY, UT 84098 | 435-649-9467

DRAWING BY: ZACHARY ALHAMRA
DESIGNED BY: CONNOR DINSMORE 08.06.24
CHECKED BY: MICHAEL DEMKOWICZ 08.06.24
PROJECT No.: 11-1-19

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SHEET
EX-3

Exhibit 29D: **Civil Site Plan_Neighborhood & Access - Roads**

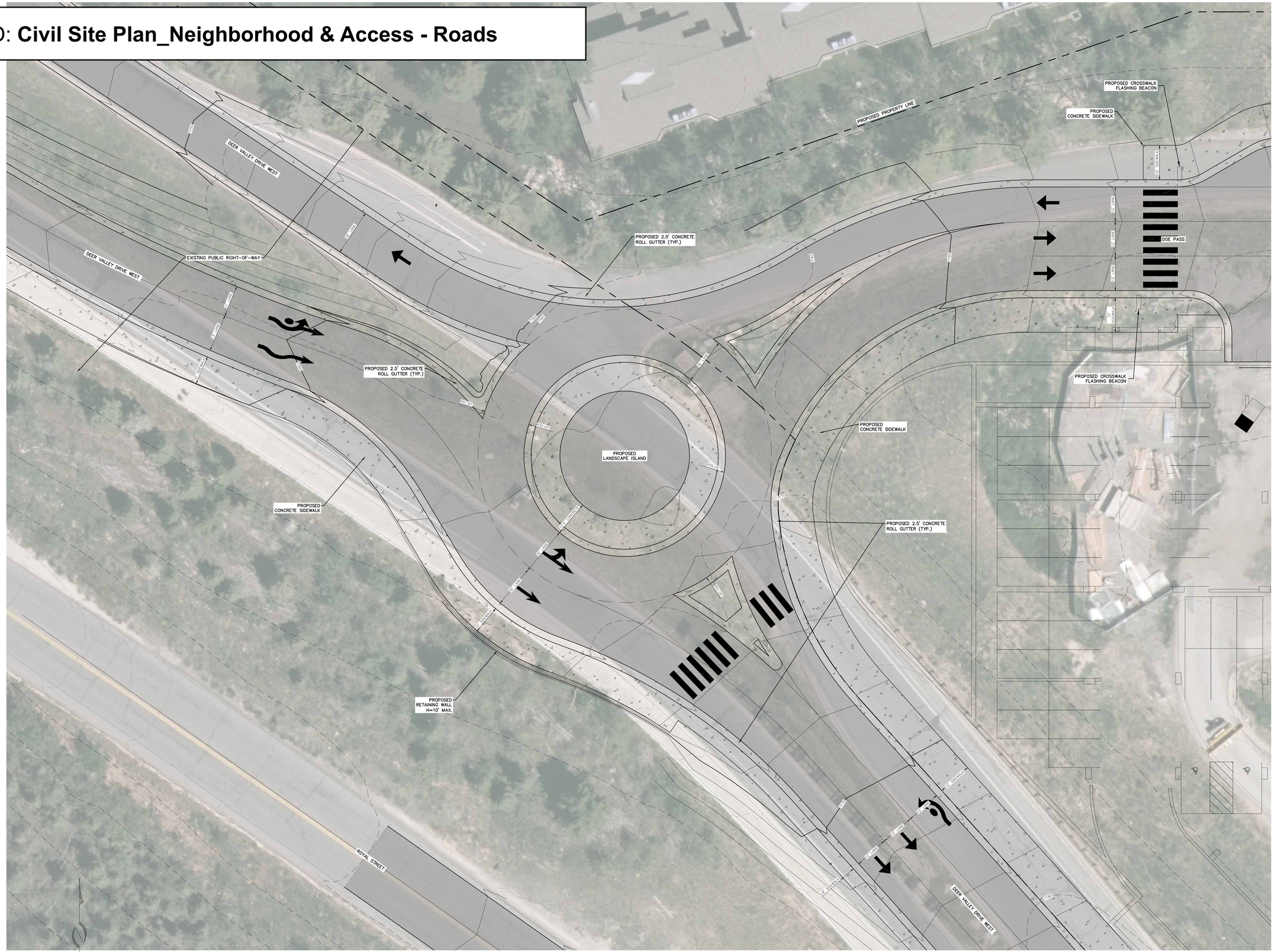
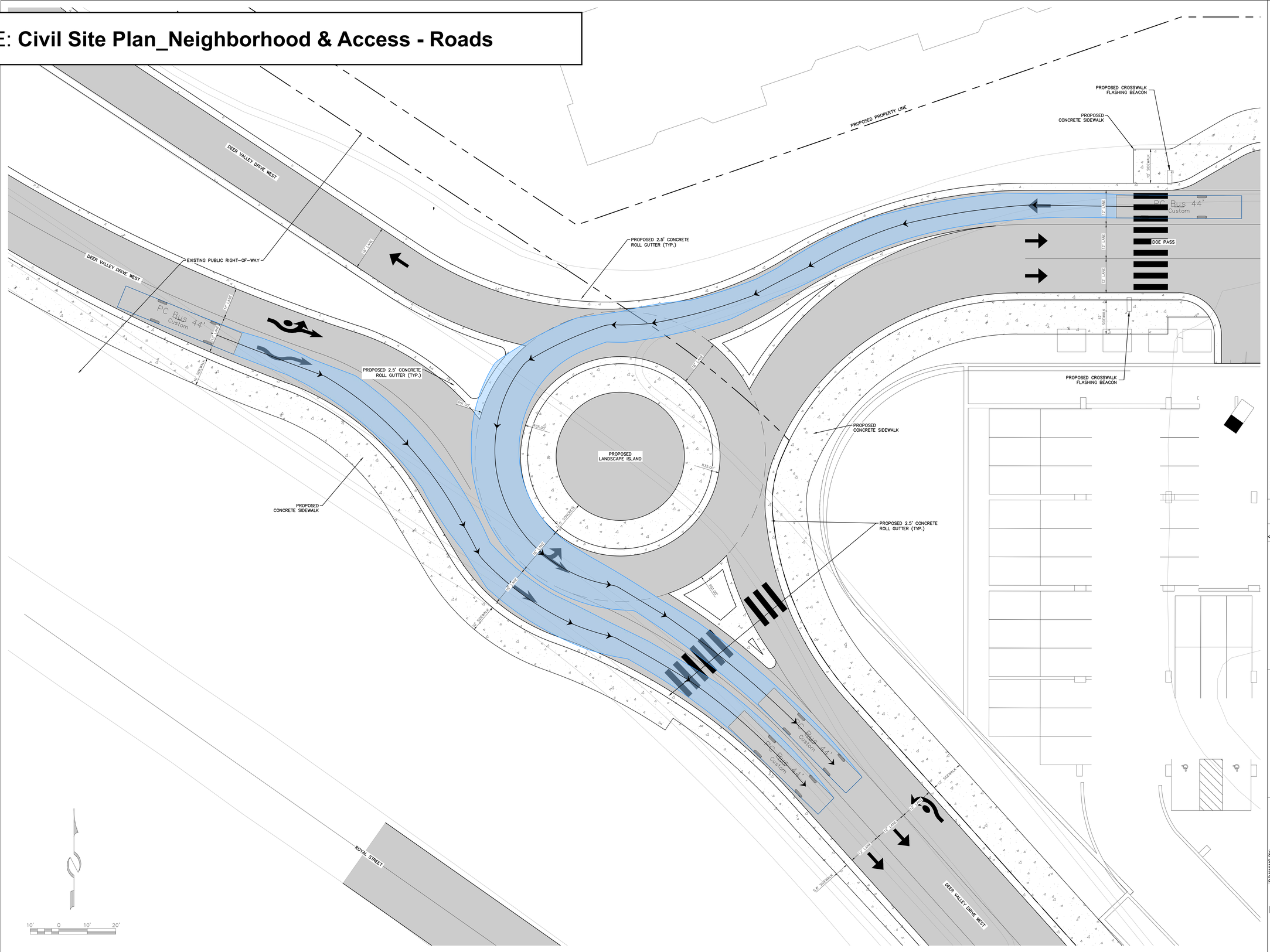


Exhibit 29E: **Civil Site Plan_Neighborhood & Access - Roads**



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△	DATE	DESCRIPTION
XXX	XX/XX/XX	

ROUNDABOUT AUTOTURN EXHIBIT

SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50, PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

SEAL

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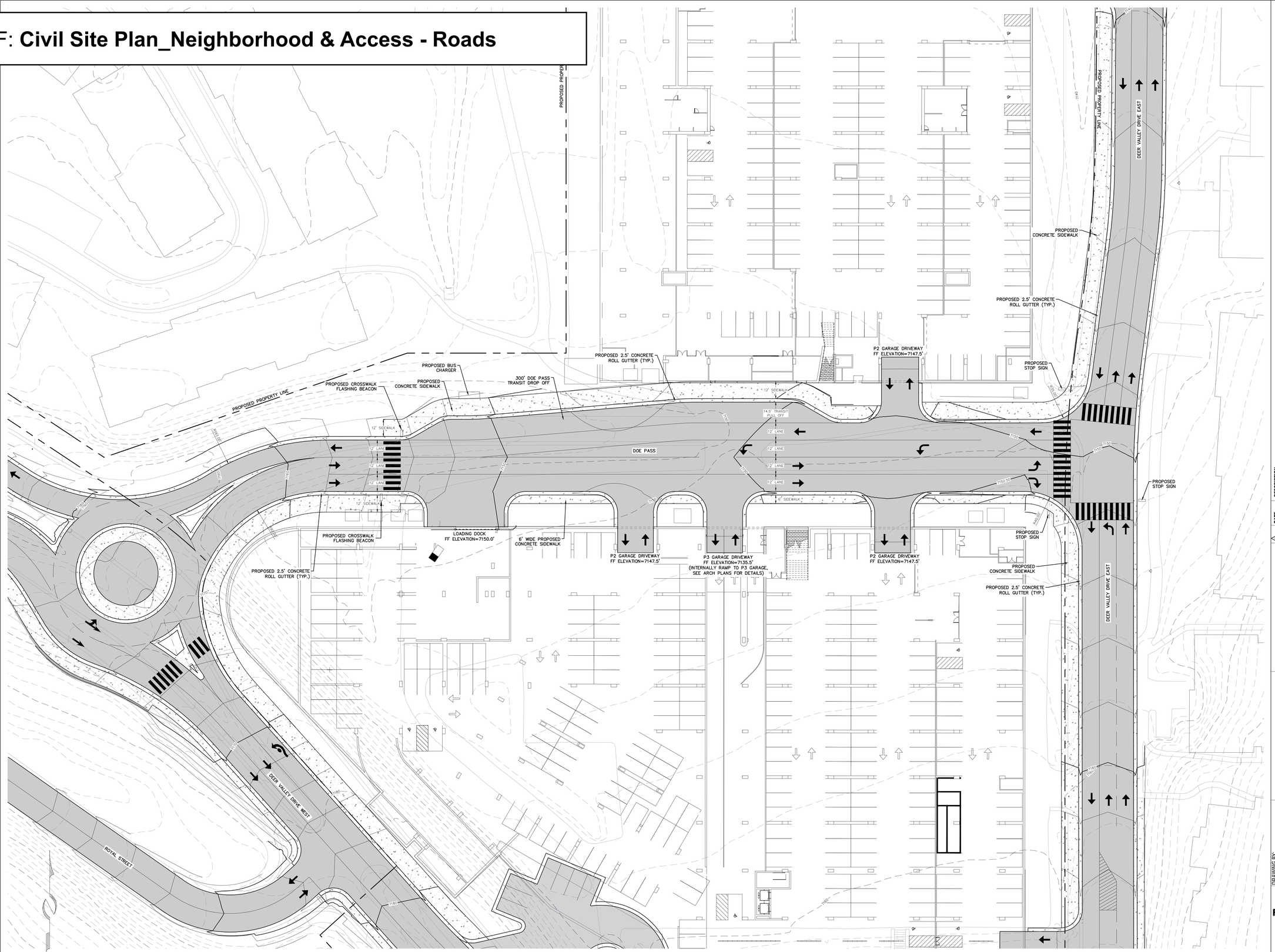
SHEET
C409

Exhibit 29F: **Civil Site Plan_Neighborhood & Access - Roads**



DRAWING BY:	
DESIGNED BY:	07/03/24
CONNOR DINSMORE	
CHECKED BY:	07/03/24
MICHAEL DEMKOWICZ	
PROJECT No:	11-1-19

DATE	DESCRIPTION
XXX	XX/XX/XX

DOE PASS DETAIL

SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2864 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84060 | 435-649-9467

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CAUTION: NOTICE TO CONTRACTOR

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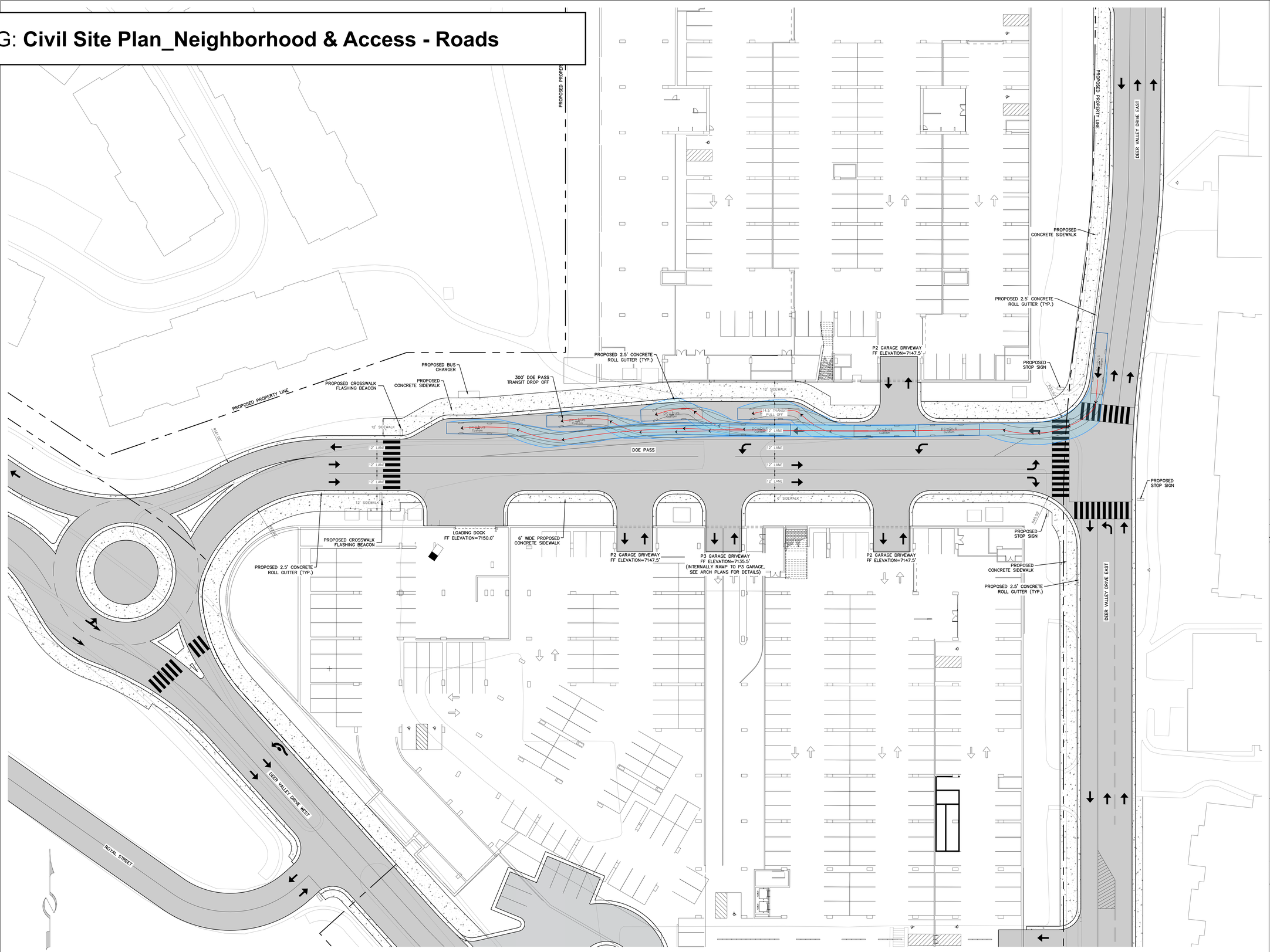
Exhibit 29G: **Civil Site Plan_Neighborhood & Access - Roads**



DRAWING BY:		
DESIGNED BY:	CONNOR DINSMORE	08/06/24
CHECKED BY:	MICHAEL DEMKOWICZ	08/06/24
PROJECT No.:	11-1-19	

SEAL

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C411

XXX	XX/XX/XX	DESCRIPTION

DOE PASS AUTOTURN EXHIBIT

SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2864 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84060 | 435-649-9467

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Exhibit 30 **Civil Site Plan_Wayfinding**

PASSENGER VEHICLE DROP OFF
DAY SKIER PARKING
SKI SCHOOL DROP OFF

PASSENGER VEHICLE DROP OFF
ROYAL STREET
DAY SKIER PARKING
SKI SCHOOL DROP OFF
DEER VALLEY DRIVE

ROYAL STREET
ASPEN WOOD CONDOMINIUMS
DEER VALLEY PLAZA
PINNACLE AT DEER VALLEY
IN THE TREES AT DEER VALLEY
FAWNGROVE
LAKESIDE AT DEER VALLEY
TRAIL'S END AT DEER VALLEY
DEER VALLEY RESORT
LOADING DOCK
P2 GARAGE ENTRANCE
P3 GARAGE ENTRANCE (INTERNAL RAMP)
HOTEL DROP OFF
TRANSIT CENTER & PASSENGER DROP OFF
SNOW PARK LODGE
P2 GARAGE ENTRANCE
P2 GARAGE ENTRANCE
P1 GARAGE ENTRANCE
P3 GARAGE ENTRANCE
EVENT SPACE DROP OFF
SKI SCHOOL DROP OFF
DAY SKIER PARKING
BLACK DIAMOND
POWDER RUN
RED STAG LODGE
COMSTOCK
COURCHEVEL
SILVER BARON LODGE AT DEER VALLEY
BRISTLECONE
AMBER DAYSTAR
FIRE STATION
SKIER CLUB & SKI SCHOOL DROP OFF
CHAPARRAL
WILDFLOWER
GLENFIDDICH
LODGES AT DEER VALLEY

120' 0 120' 240'

	DESCRIPTION	DATE
1		

SNOW PARK DEER VALLEY - WAYFINDING EXHIBIT

ALTERRA MOUNTAIN COMPANY - SNOW PARK DEER VALLEY

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50.
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:
DESIGNED BY: CONNOR DINSMORE 08.06.24
CHECKED BY: CONNOR DINSMORE 08.06.24
PROJECT No.: 11-1-19

SEAL

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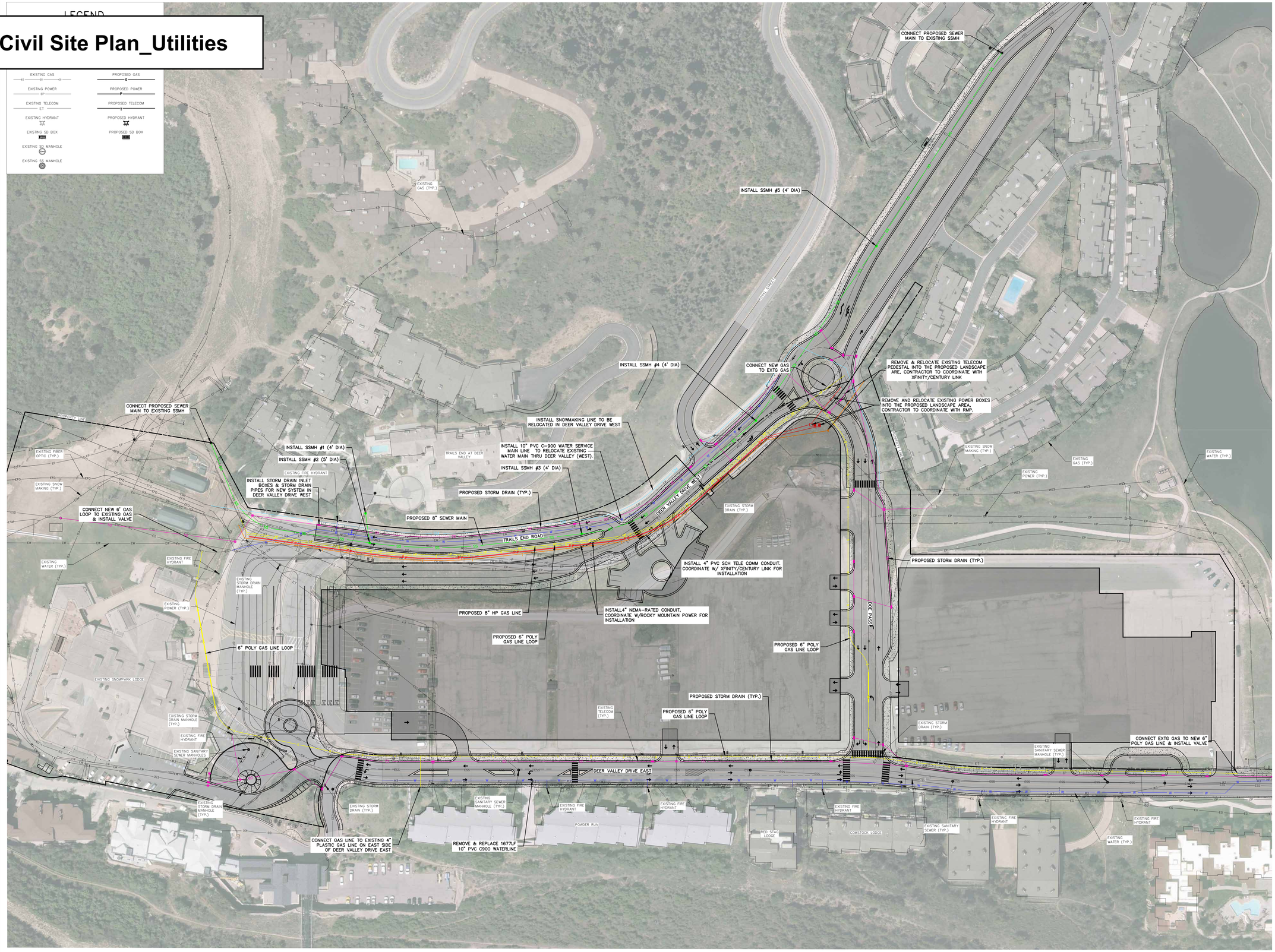
SHEET
EX-6

Exhibit 31: **Civil Site Plan_Utilities**



CAUTION: NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLAN IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

XXX	DATE	DESCRIPTION
1	XX/XX/XX	

OVERALL UTILITY PLAN

SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY:
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

SEAL

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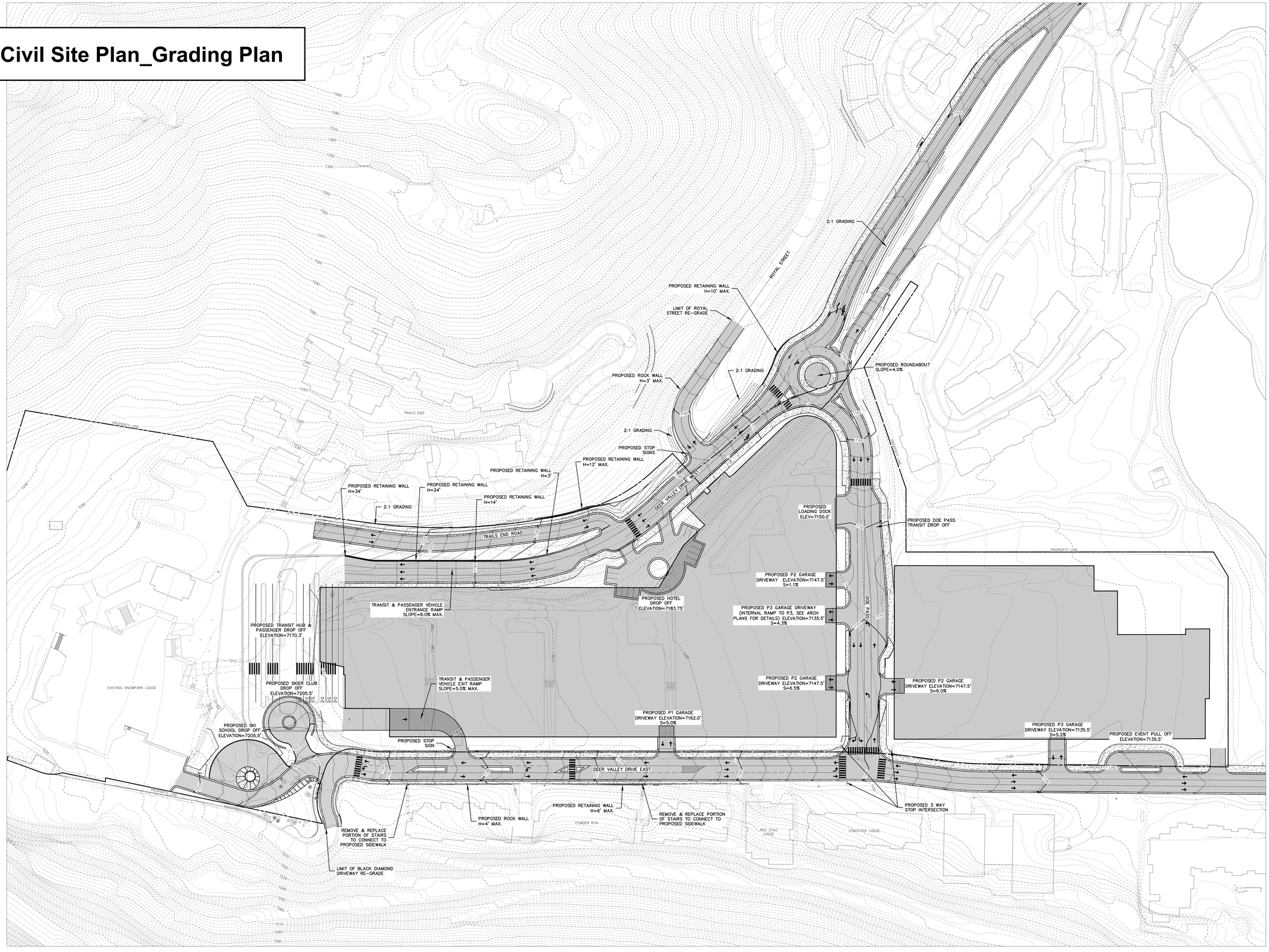
C206

Exhibit 32: **Civil Site Plan_Grading Plan**



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	DATE	DESCRIPTION
XXX	XX/XX/XX	

OVERALL GRADING PLAN

SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 3964 | 2700 W. HOMESTEAD RD. STE 50.
PARK CITY, UT 84068 | 435-649-9467

DRAWING BY:
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMOMICZ 08/06/24
PROJECT No.: 11-1-19

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NOT FOR CONSTRUCTION

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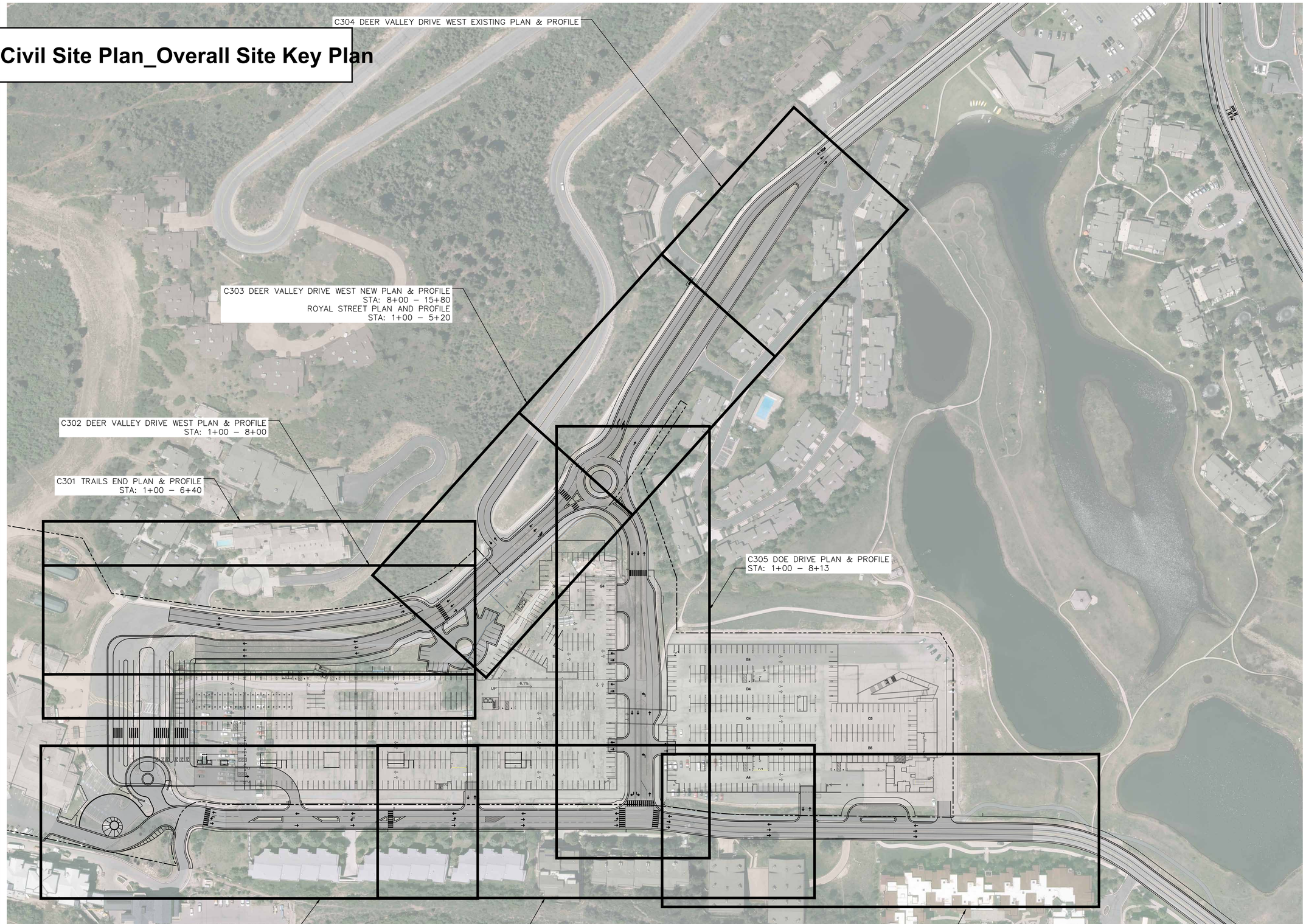
C205

Exhibit 33: **Civil Site Plan_Overall Site Key Plan**



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XXX	DATE	DESCRIPTION
	XX/XX/XX	

OVERALL SITE KEY

SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 3968 | 2700 W. HOMESTEAD RD. STE 90.
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY: JEVAUGHN RICHARDSON 08/06/24
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

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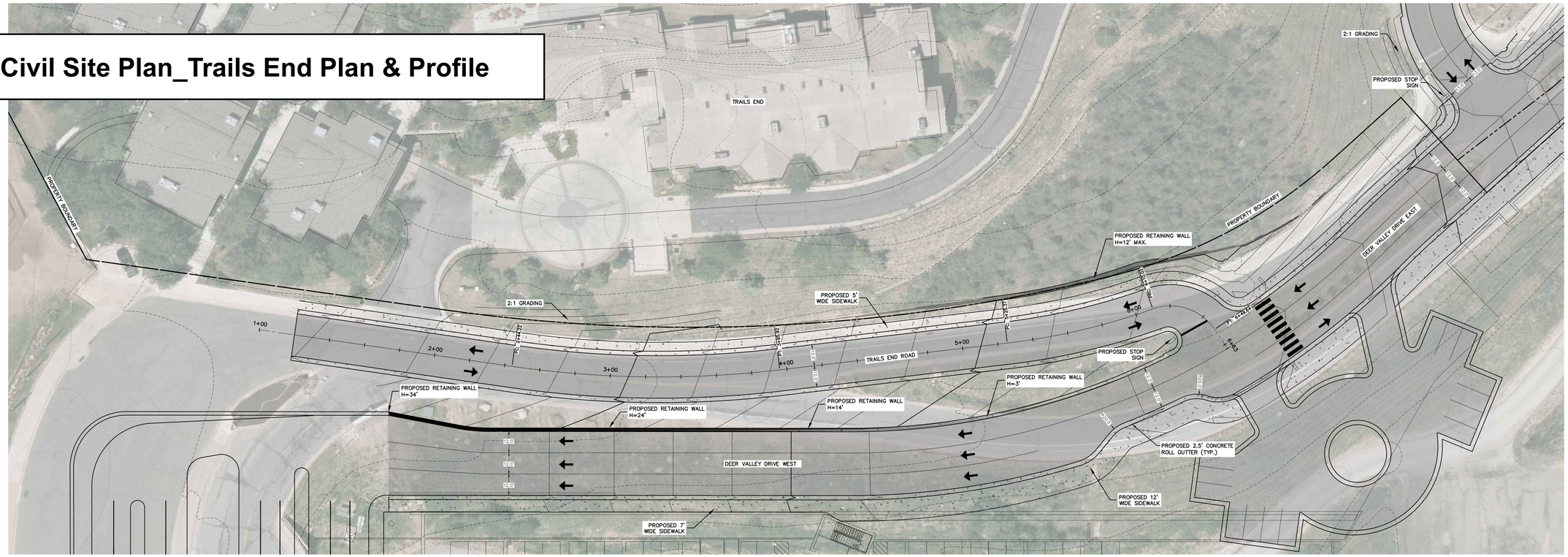
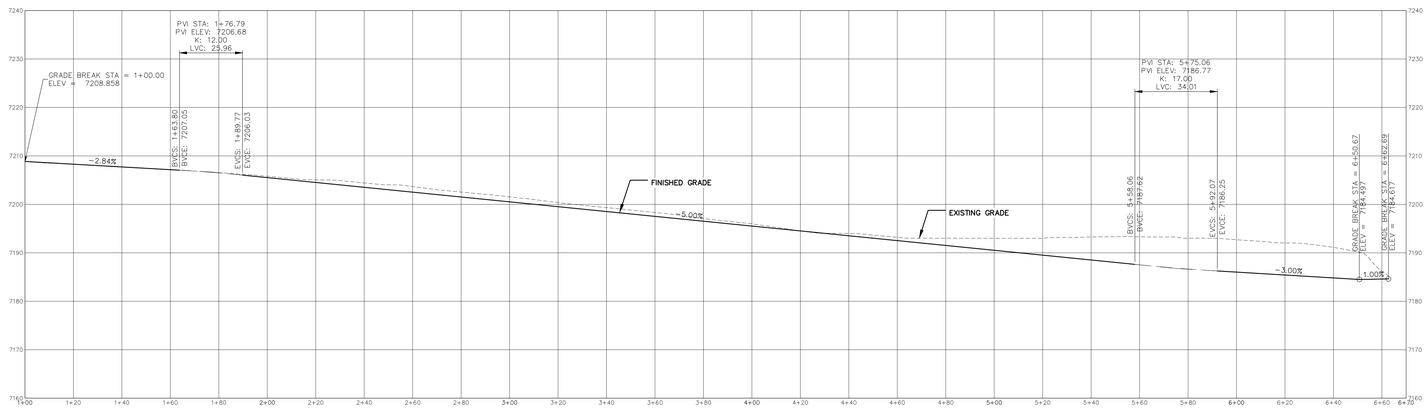
C300

Exhibit 34: **Civil Site Plan_Trails End Plan & Profile**



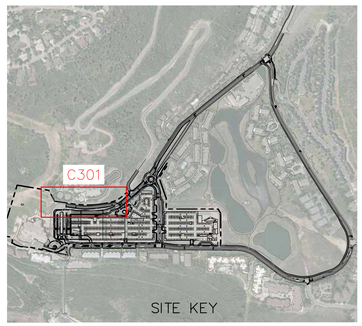
TRAILS END – PLAN VIEW

20' 0 20' 40'



TRAILS END – PROFILE VIEW

20' 0 20' 40'



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DATE	DESCRIPTION
XXX	XX/XX/XX

TRAILS END
PLAN & PROFILE
SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50.
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY: JEVAUGHN RICHARDSON 08/06/24
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

SEAL

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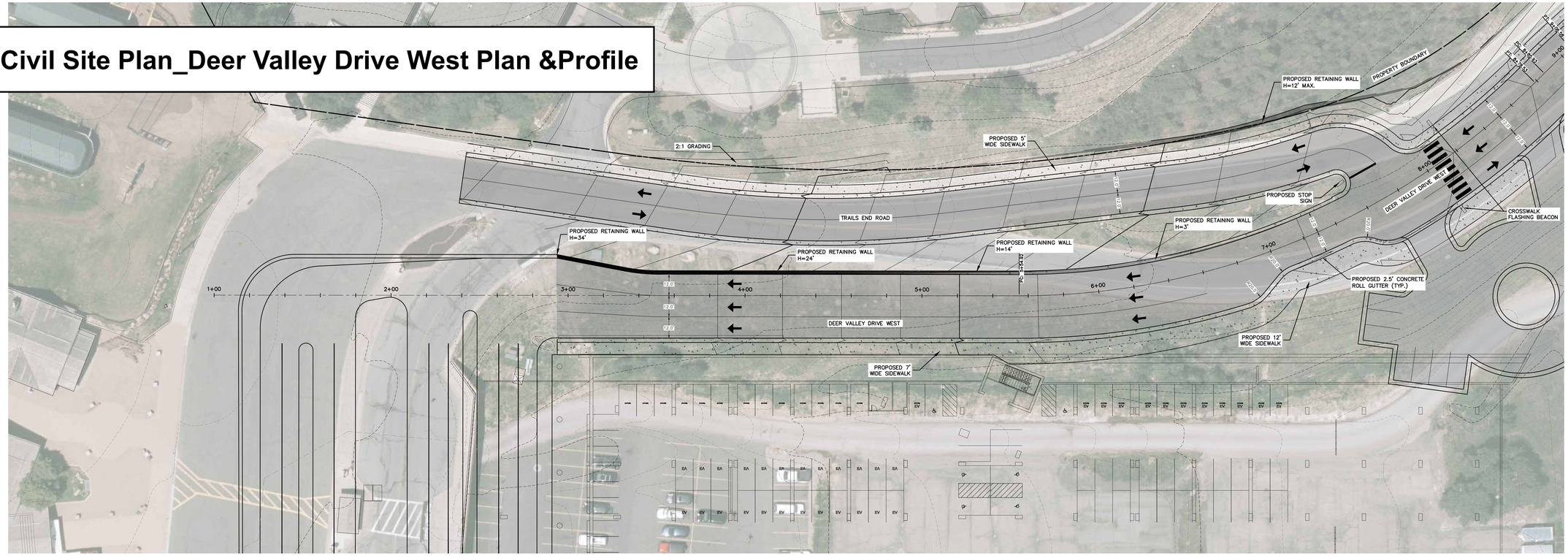
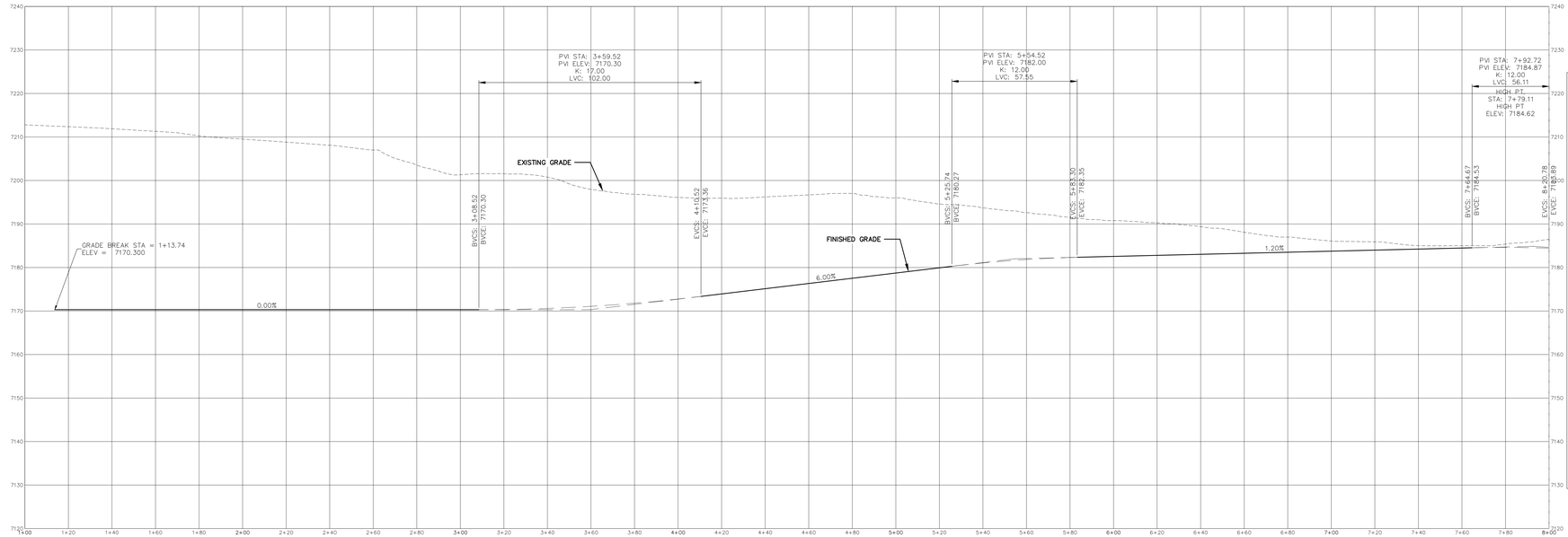
C301

Exhibit 35: **Civil Site Plan_Deer Valley Drive West Plan &Profile**



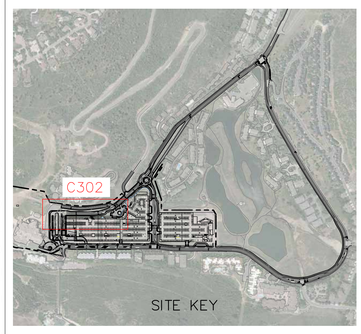
20' 0 20' 40'

DEER VALLEY DRIVE WEST – PLAN VIEW



20' 0 20' 40'

DEER VALLEY DRIVE WEST – PROFILE VIEW



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	DATE	DESCRIPTION
XXX	XX/XX/XX	

DEER VALLEY DRIVE WEST
PLAN & PROFILE 1
SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50.
PARK CITY, UT 84068 | 435-649-9467

DRAWING BY: JEVAUGHN RICHARDSON 08/06/24
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

SEAL

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NOT FOR CONSTRUCTION

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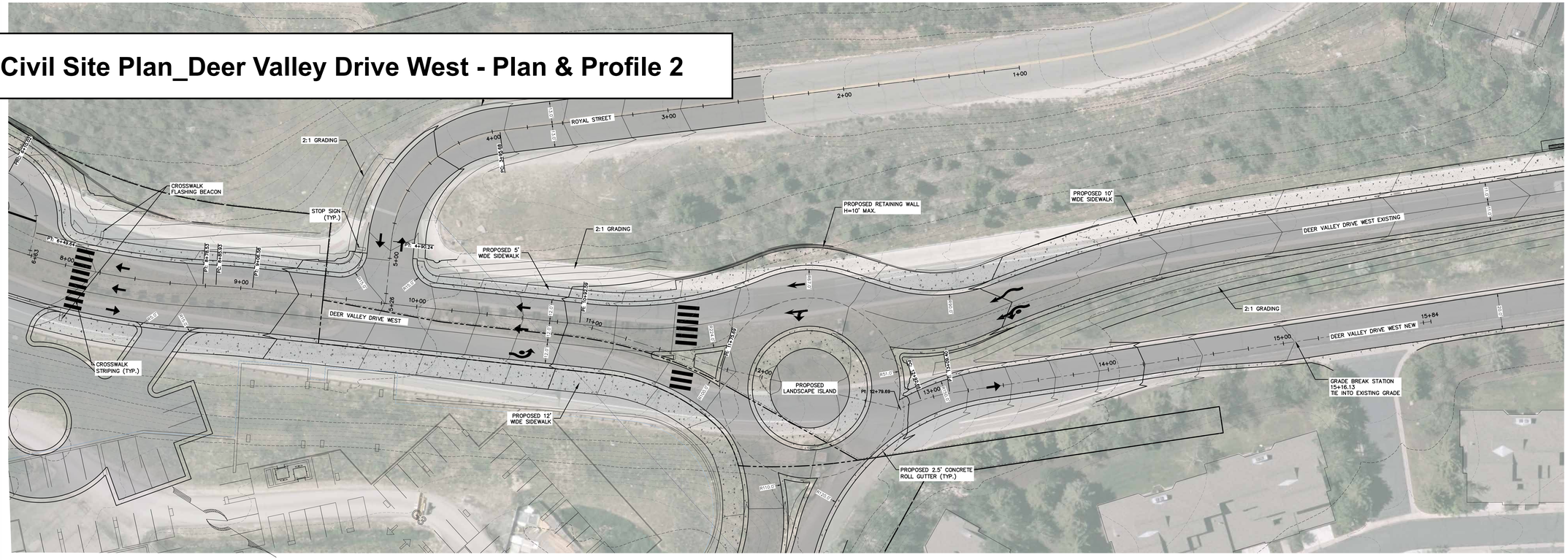
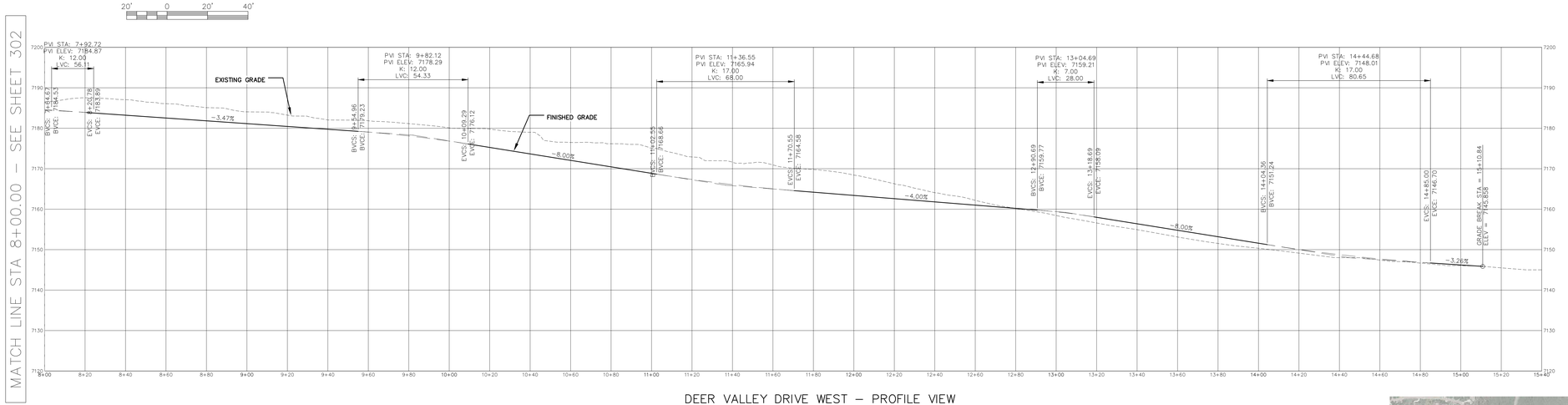
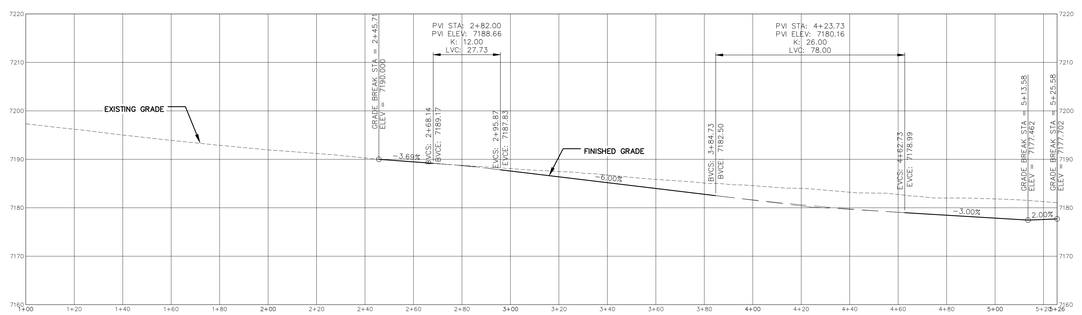
C302

Exhibit 36: **Civil Site Plan_Deer Valley Drive West - Plan & Profile 2**

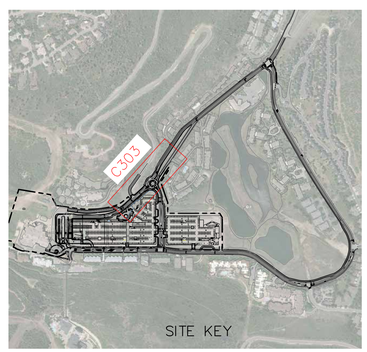




DEER VALLEY DRIVE WEST – PROFILE VIEW



ROYAL STREET – PROFILE VIEW



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DESCRIPTION	DATE	
	XX/XX/XX	XXX

DEER VALLEY DRIVE WEST
PLAN & PROFILE 2
SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50.
PARK CITY, UT 84068 | 435-649-9467

DRAWING BY: JEVAUGHN RICHARDSON 08/06/24
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DENKOWICZ 08/06/24
PROJECT No: 11-1-19

SEAL

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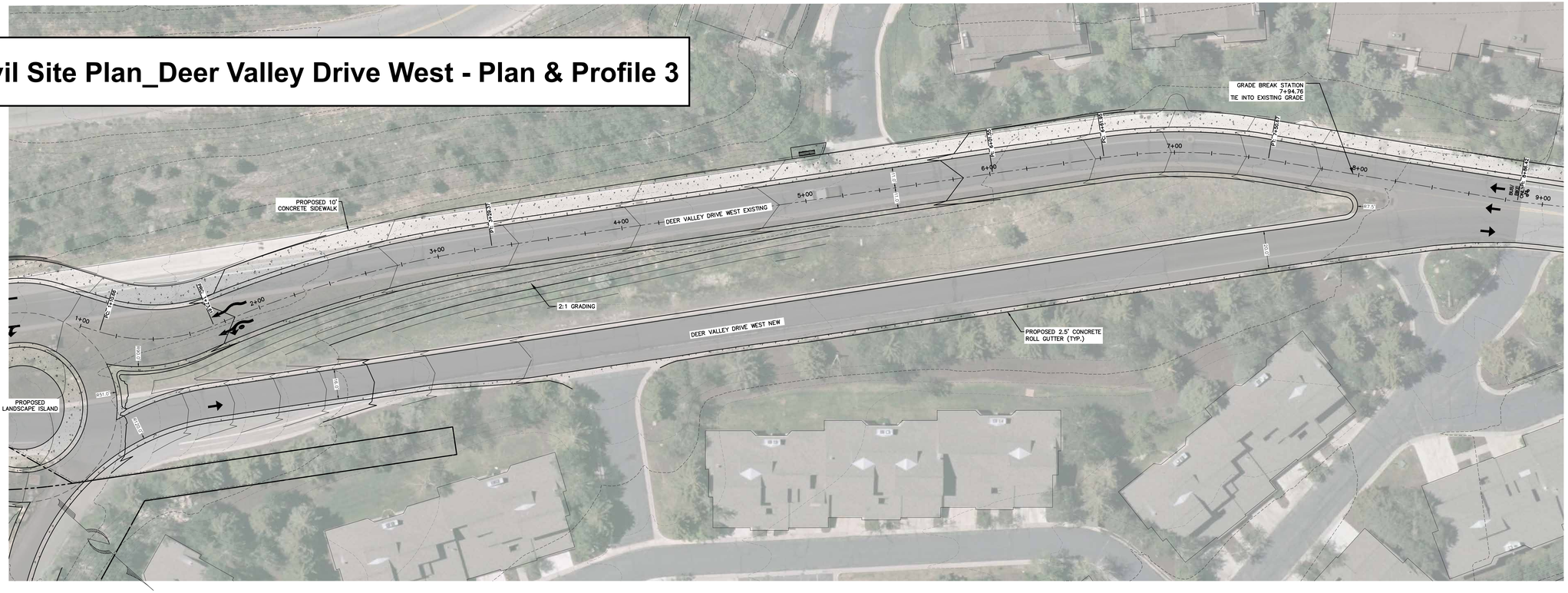
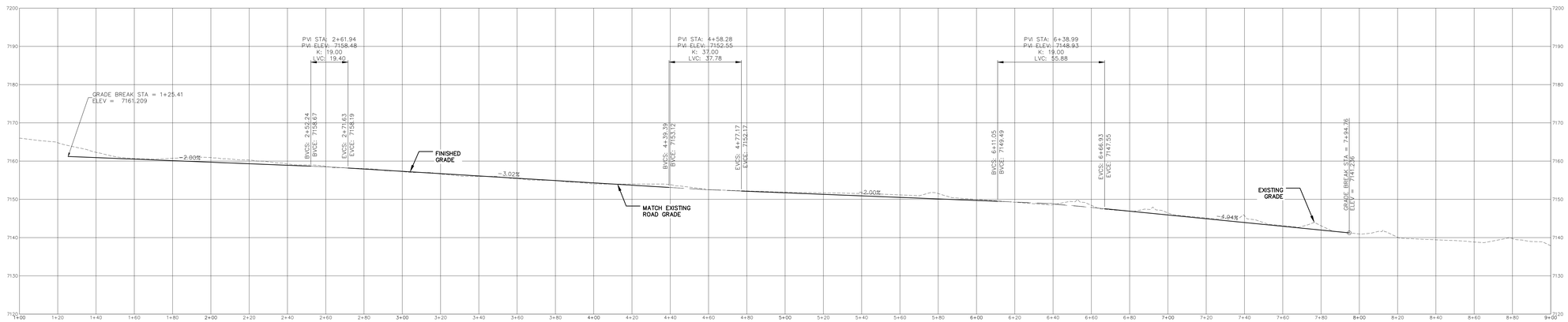
C303

Exhibit 37: **Civil Site Plan_Deer Valley Drive West - Plan & Profile 3**



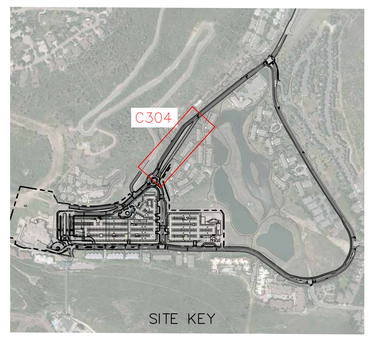
20' 0 20' 40'

DEER VALLEY DRIVE WEST EXISTING – PLAN VIEW



20' 0 20' 40'

DEER VALLEY DRIVE WEST EXISTING – PROFILE VIEW



SITE KEY

CAUTION: NOTICE TO CONTRACTOR

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	DESCRIPTION
XXX	
DATE	XX/XX/XX

DEER VALLEY DRIVE WEST
PLAN & PROFILE 3
SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD., STE 50,
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY: JEVAUGHN RICHARDSON 08/06/24
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

SEAL

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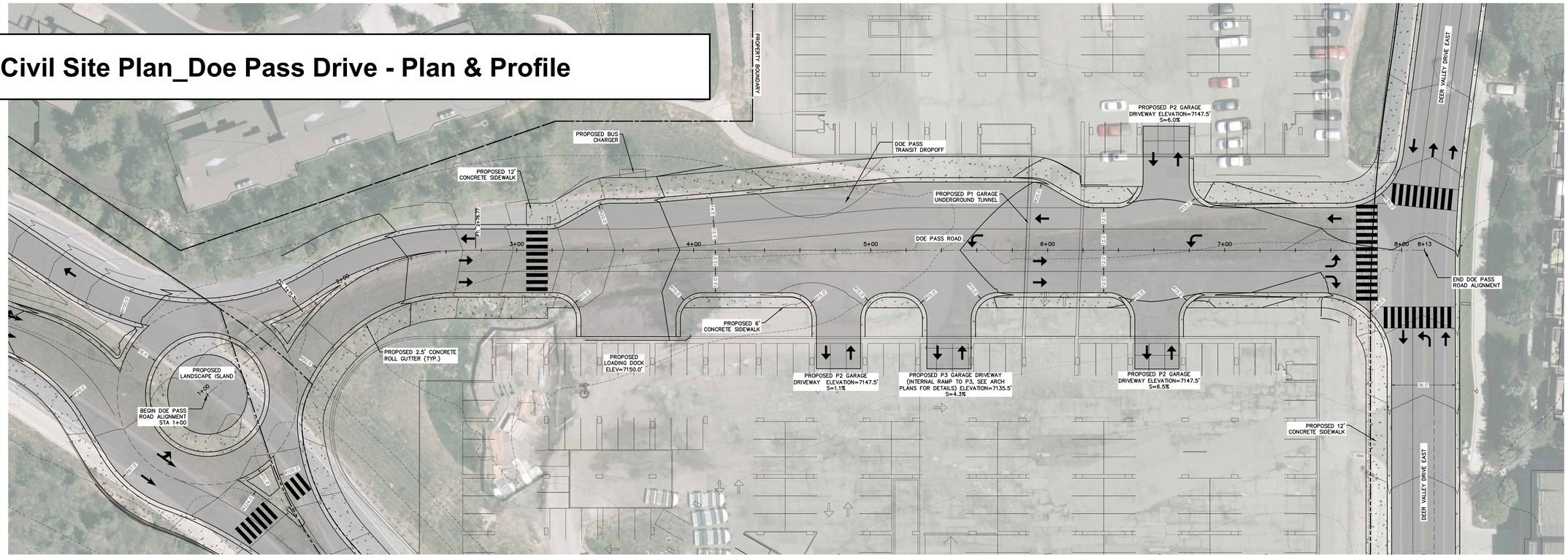
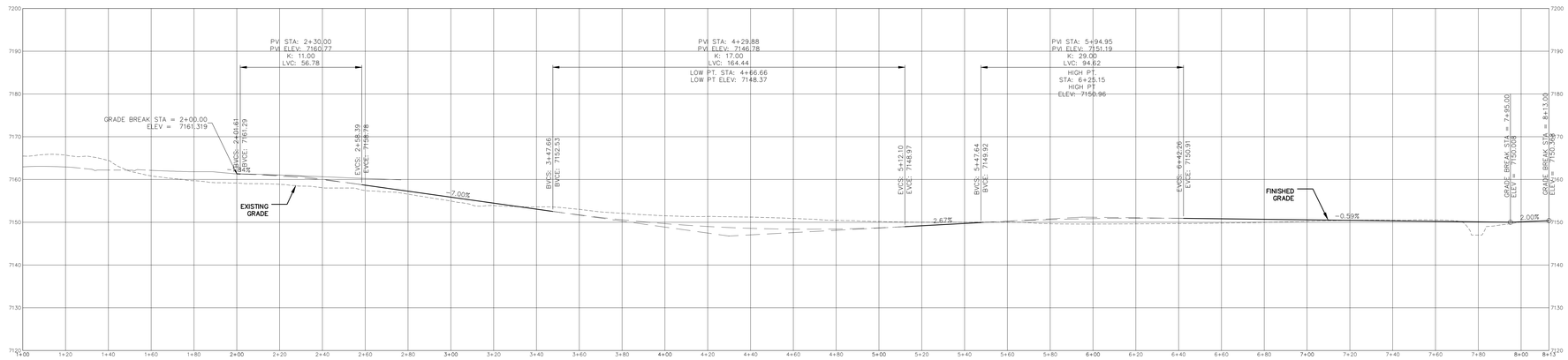
SHEET
C304

Exhibit 38: **Civil Site Plan_Doe Pass Drive - Plan & Profile**

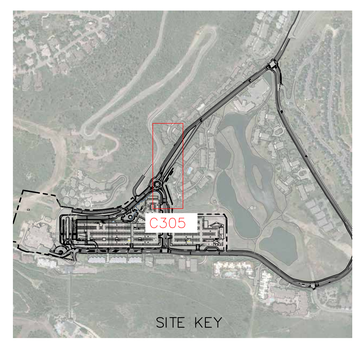


DOE DRIVE – PLAN VIEW



DOE PASS – PROFILE VIEW

20' 0 20' 40'



500' 0 500' 1000'

CAUTION: NOTICE TO CONTRACTOR

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XXX	DATE	DESCRIPTION
1	XX/XX/XX	

DOE DRIVE
PLAN & PROFILE
SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY: JEVAUGHN RICHARDSON 08/06/24
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

SEAL

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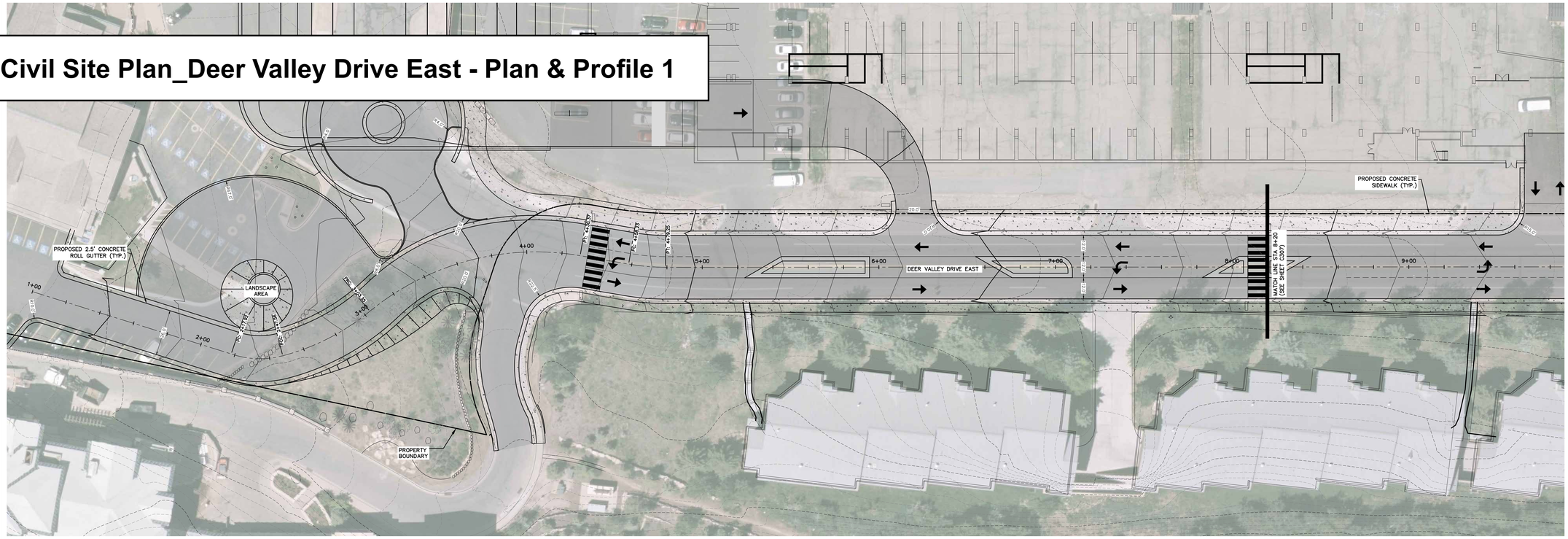
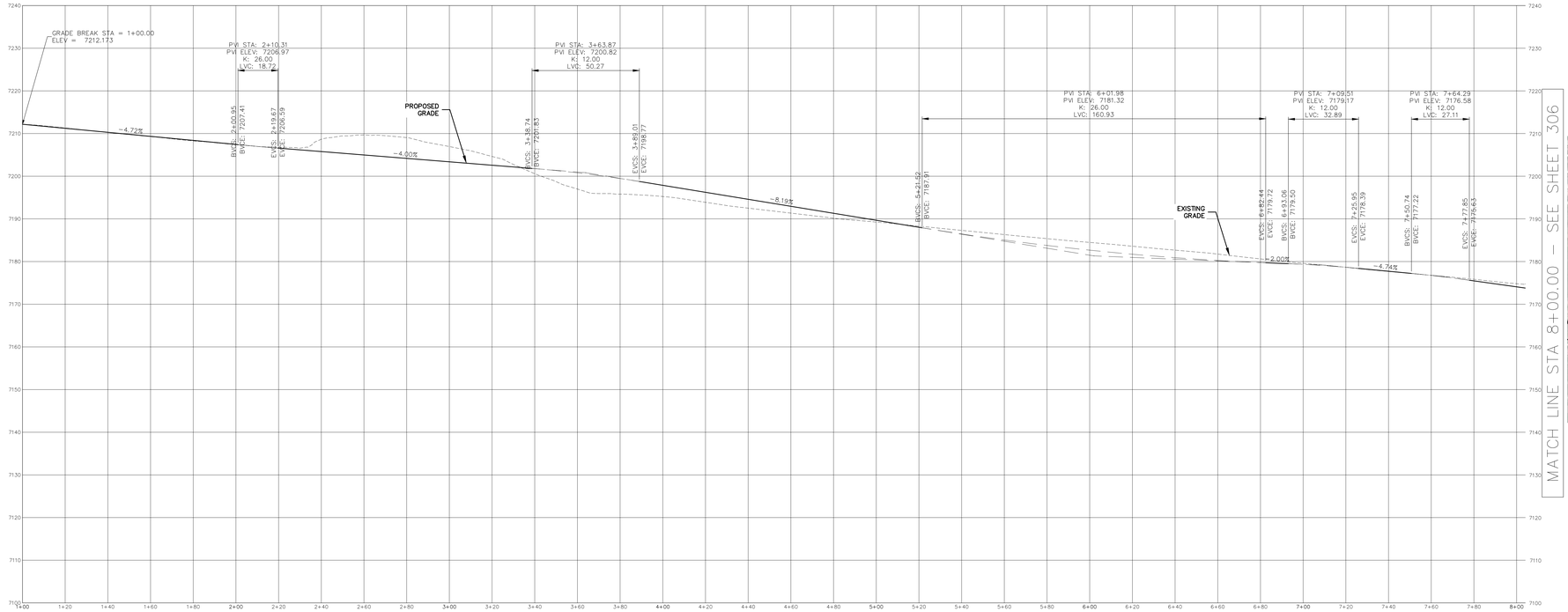
SHEET
C305

Exhibit 39: **Civil Site Plan_Deer Valley Drive East - Plan & Profile 1**



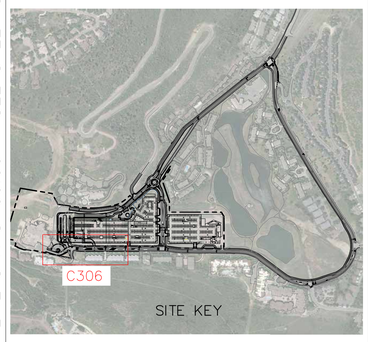
20' 0 20' 40'

DEER VALLEY DRIVE EAST – PLAN VIEW



20' 0 20' 40'

DEER VALLEY DRIVE EAST – PROFILE VIEW



DESCRIPTION	DATE	XXX
	XX/XX/XX	

DEER VALLEY DRIVE EAST
PLAN & PROFILE 1
SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD., STE 50,
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY: JEVAUGHN RICHARDSON 08/06/24
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

SEAL

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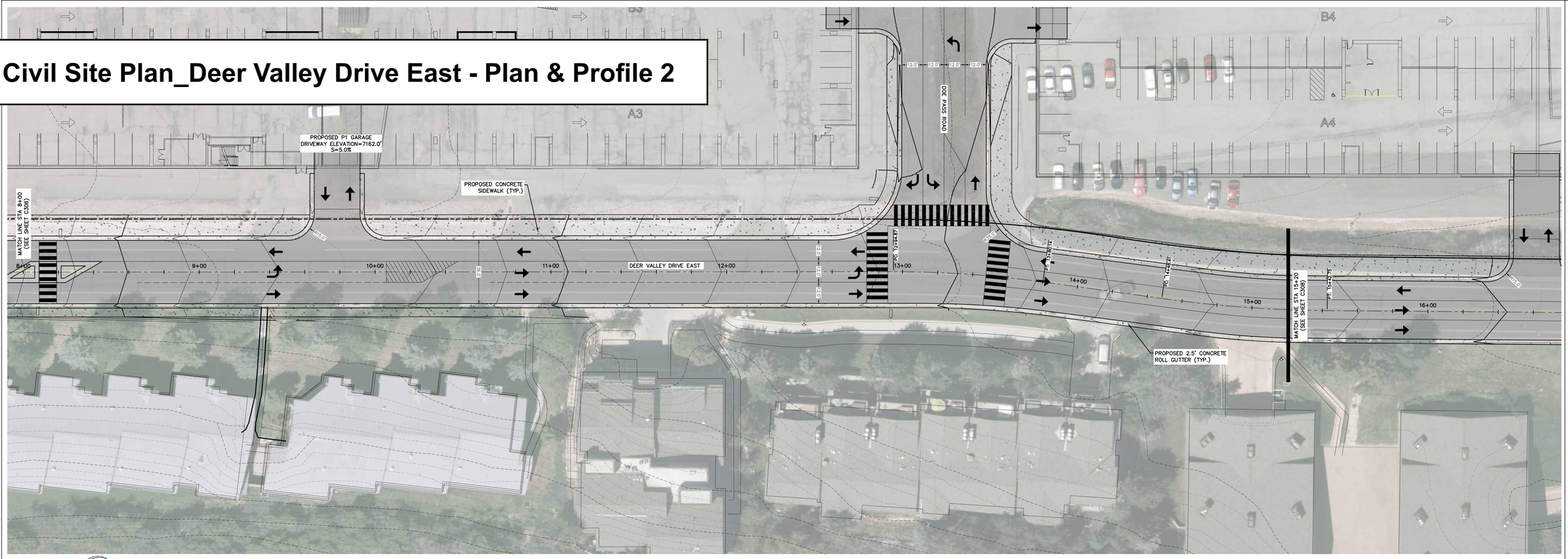
SHEET
C306

CAUTION: NOTICE TO CONTRACTOR

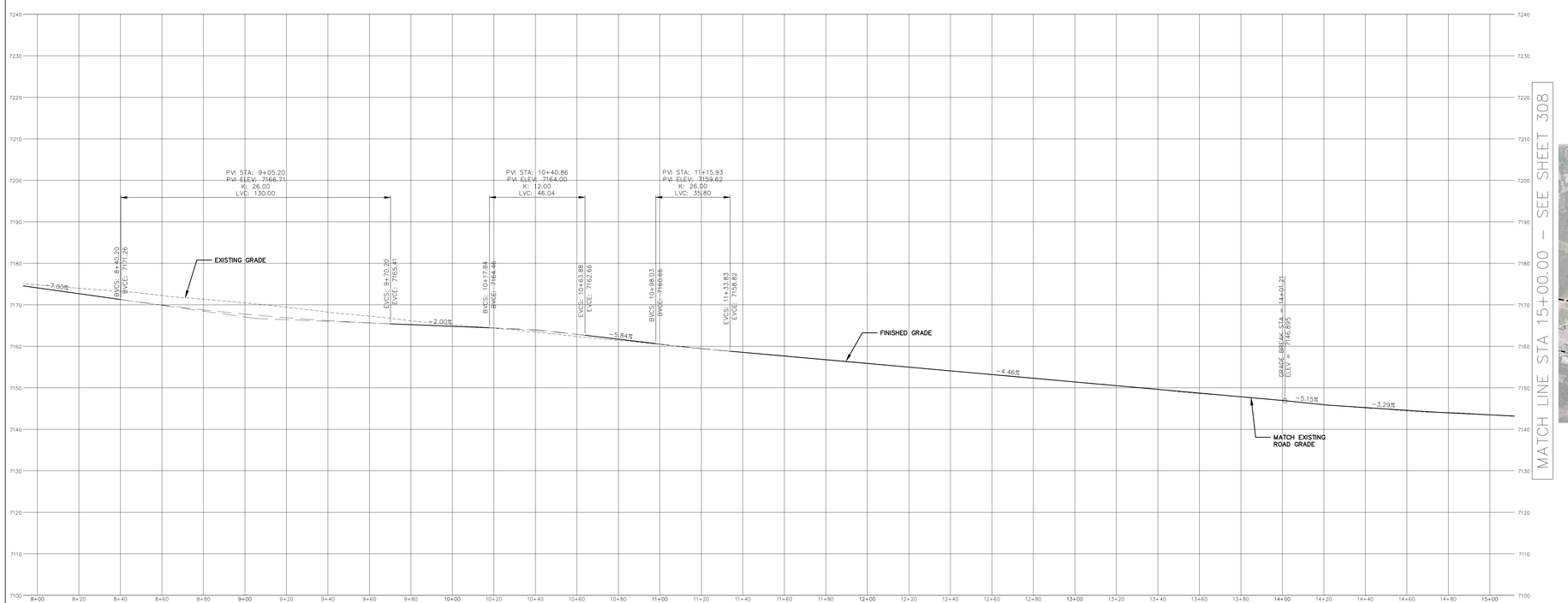
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLAN IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

Exhibit 40: **Civil Site Plan_Deer Valley Drive East - Plan & Profile 2**



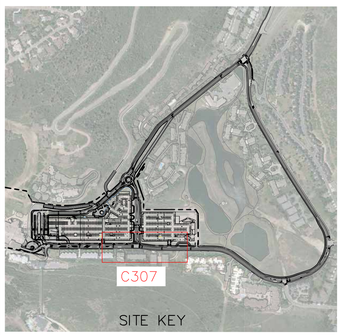
20' 0 20' 40'

DEER VALLEY DRIVE EAST – PLAN VIEW



20' 0 20' 40'

DEER VALLEY DRIVE EAST – PROFILE VIEW



DESCRIPTION	DATE	XXX
	XX/XX/XX	

DEER VALLEY DRIVE EAST
PLAN & PROFILE 1
SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2864 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

DRAWING BY: JEVAUGHN RICHARDSON 08/06/24
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

SEAL

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C307

CAUTION: NOTICE TO CONTRACTOR

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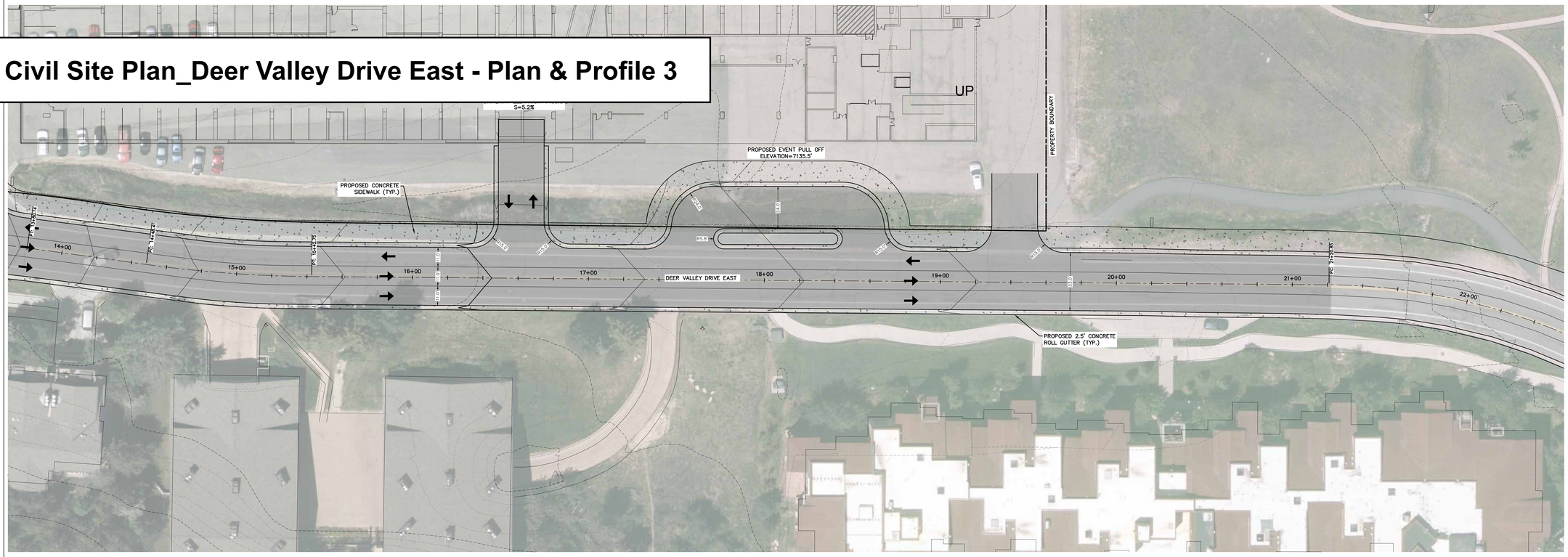
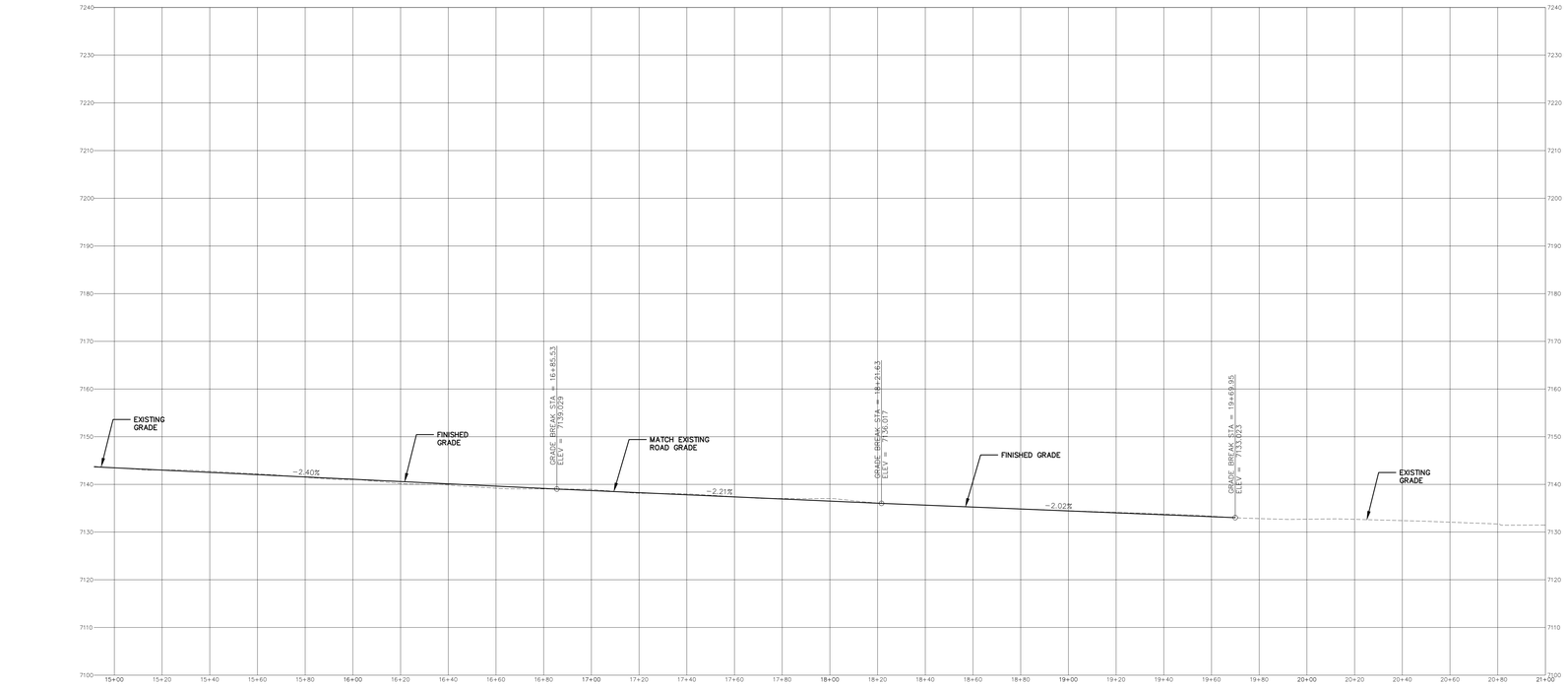
Exhibit 41: **Civil Site Plan_Deer Valley Drive East - Plan & Profile 3**



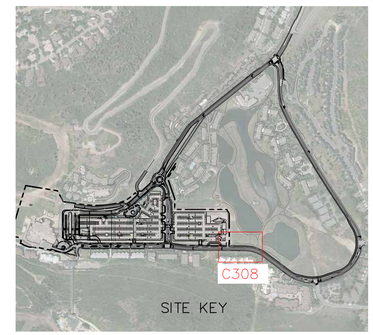
20' 0 20' 40'

DEER VALLEY DRIVE EAST – PLAN VIEW



20' 0 20' 40'

DEER VALLEY DRIVE EAST – PROFILE VIEW



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THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLAN IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

	DATE	DESCRIPTION
XXX	XX/XX/XX	

DEER VALLEY DRIVE EAST
PLAN & PROFILE 1
SNOW PARK DEVELOPMENT
INFRASTRUCTURE IMPROVEMENTS

ALLIANCE ENGINEERING
P.O. BOX 2864 | 2700 W. HOMESTEAD RD. STE 50.
PARK CITY, UT 84068 | 435-649-9467

DRAWING BY: JEVAUGHN RICHARDSON 08/06/24
DESIGNED BY: CONNOR DINSMORE 08/06/24
CHECKED BY: MICHAEL DEMKOWICZ 08/06/24
PROJECT No.: 11-1-19

SEAL

FOR REVIEW ONLY

NOT FOR CONSTRUCTION

SHEET
C307

Snow Park Village Traffic Impact Study

Prepared for:
Deer Valley

October 2024

UT24-2481

FEHR PEERS

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1. Executive Summary

This Traffic Impact Study includes the results of a comprehensive traffic operations analysis for the Snow Park Village project at Deer Valley Resort in Park City, Utah. Snow Park Village is a proposed mixed-use development that will serve as an updated base area village for Deer Valley, and includes hotel, residential, commercial, and event center uses. This report consists of the full buildout of the Snow Park base that includes the parking and development both north and south of Doe Pass Road. The project location is shown in **Figure 1**.

1.1 Site and Circulation Plan

Snow Park Village is proposed to include an event "barn", ground-floor retail - consisting of different restaurants and shops, a new hotel with food and beverage, meeting/ballroom, and spa space, multi-family condominium units, and a new ski club space. A full breakdown of land uses and relative sizing is in Section 4.2.

The current circulation and roadways will be modified to accommodate the changes to Snow Park Village. While everything north of the Y-intersection will remain the same, there will be changes inside the Deer Valley "loop" to provide better transit access, especially to and from the transit hub, improved active transportation facilities, and improved traffic flow for residents and visitors traveling by all modes.

The proposed conceptual site plan is shown in **Figure 2** and a detailed analysis of such changes is in Section 4.1. Further, the detailed circulation plan is in the appendix.

1.2 Data Location and Collection

Data was collected on Friday and Saturday of President's Day weekend 2024 (February 16-17th, 2024) for all nine study intersections, while three of the nine intersections had two additional weekends worth of data (February 9-10 through February 23-24, 2024). All data was collected to capture peak periods in both the morning (8:00 – 10:00 AM) and the evening (3:30 – 5:30 PM).

Traffic operations for these scenarios were analyzed at the following nine study intersections:

1. Deer Valley Dr West / Deer Valley Dr East
2. Amber Rd / Deer Valley Dr East
3. Solamere Dr / Deer Valley Dr East
4. Deer Valley Dr East / Queen Esther Dr
5. Deer Valley Dr East / Doe Pass Rd
6. Deer Valley Dr West / Royal St
7. Deer Valley Dr West / Doe Pass Rd
8. Mellow Mountain Rd / Deer Valley Dr
9. Deer Valley Dr / Marsac Ave

Study intersections are shown in **Figure 2**.

1.3 Analysis Scenarios

The scope of this study analyzes the traffic operations and impacts under the following scenarios:

1. Existing (2024) Conditions
2. Opening Year (2030) Background Conditions
3. Opening Year (2030) Plus Project Conditions
4. Future (2040) Background Conditions
5. Future (2040) Plus Project Conditions

The key intersections were analyzed under the five scenarios listed above during Saturday AM and PM peak-hour travel periods per Park City Transportation Impact Study (TIS) Guidelines (dated June 2023).

1.4 Study Results

In the Plus Project Conditions (2030 and 2040), seven of nine study intersections, with recommended mitigations in place, meet the Park City LOS standards. The two intersections that do not meet Park City LOS standards are Mellow Mountain Rd / Deer Valley Dr and Deer Valley Dr / Marsac Ave, both of which are failing in the PM peak hour. The Mellow Mountain Rd / Deer Valley Dr LOS E and F, under 2030 and 2040 Plus Project Conditions respectively, are a result of high volumes leaving the Resort in the PM peak hour making it hard to turn out from Mellow Mountain Road. The Deer Valley Dr / Marsac Ave roundabout fails currently and under all analyzed scenarios given high traffic volumes exiting various ski resorts and moving in and out of downtown Park City. As a result, potential mitigations at the Deer Valley Drive / Marsac Avenue roundabout were not analyzed as part of this study. However, at the time of this writing, the Utah Department of Transportation (UDOT) is conducting a traffic and safety study at the roundabout.

Furthermore, the intersections that currently operate at an LOS below Park City standards, Y intersection, Amber Rd / Deer Valley Dr East, and Deer Valley Dr East / Doe Pass Rd, achieve a LOS of D or better under 2030 and 2030 Plus Project Conditions by reconfiguring the intersection and adding signalized traffic control, establishing a new access pattern for visitors while providing safety for pedestrians and bicyclists.

1.5 Intersection Level of Service Summary

Table 1 reports LOS at the study intersections. For signalized intersections and roundabouts, average vehicular delay and LOS are reported. For unsignalized intersections, the worst movement delay and LOS are reported. Detailed descriptions of the intersection operations can be found in the subsequent chapters. Due to the land use program proposed for Snow Park Village, the net new total trips generated by the AM peak hour is 13 trips and the PM peak hour is 209 trips.

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

Intersection			Ex BG	2030 BG	2030+P	2040 BG	2040+P
ID	Location	Period	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]	LOS & Sec/Veh[1]
1	Deer Valley Dr West / Deer Valley Dr East	AM	19 / C	15 / C	10 / B	20 / C	10 / B
		PM	**58 / F**	**56 / F**	35 / D	**56 / F**	36 / D
2	Amber Rd / Deer Valley Dr East	AM	9 / A	9 / A	8 / A	8 / A	8 / A
		PM	**229 / F**	**205 / F**	15 / C	**216 / F**	13 / B
3	Solamere Dr / Deer Valley Dr East	AM	11 / B	11 / B	8 / A	10 / B	8 / A
		PM	11 / B	10 / B	8 / A	10 / B	8 / A
4	Deer Valley Dr East / Queen Esther Dr	AM	11 / B	10 / B	7 / A	11 / B	7 / A
		PM	9 / A	10 / B	8 / A	9 / A	8 / A
5	Deer Valley Dr East / Doe Pass Rd	AM	**66 / F**	**72 / F**	25 / D	**74 / F**	25 / D
		PM	14 / B	14 / B	14 / B	15 / B	12 / B
6	Deer Valley Dr West / Royal St	AM	13 / B	13 / B	8 / A	14 / B	9 / A
		PM	11 / B	12 / B	9 / A	13 / B	8 / A
7	Deer Valley Dr West / Doe Pass Rd	AM	9 / A	9 / A	3 / A	9 / A	3 / A
		PM	**72 / F**	**88 / F**	28 / D	**93 / F**	31 / D
8	Mellow Mountain Rd / Deer Valley Dr	AM	17 / C	17 / C	18 / C	18 / C	20 / C
		PM	**39 / E**	**68 / F**	**40 / E**	**54 / F**	**78 / F**
9	Deer Valley Dr / Marsac Ave	AM	17 / C	17 / C	16 / C	18 / C	17 / C
		PM	**42 / E**	**61 / F**	**103 / F**	**64 / F**	**108 / F**
10	Middle Driveway (P3) / Doe Pass Rd	AM	-	-	10 / B	-	10 / B
		PM	-	-	**69 / F**	-	**72 / F**
11	East Driveway (P2) / Doe Pass Rd	AM	-	-	9 / A	-	9 / A
		PM	-	-	10 / B	-	10 / B
12	Deer Valley Dr East / North Driveway (P3)	AM	-	-	17 / C	-	17 / C
		PM	-	-	24 / C	-	23 / C
13	Deer Valley Dr East / South Driveway (P1)	AM	-	-	2 / A	-	2 / A
		PM	-	-	8 / A	-	8 / A
14	Deer Valley Dr East / Exit Ramps	AM	-	-	17 / C	-	14 / B
		PM	-	-	10 / B	-	11 / B

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.

1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle) and is only reported for signalized intersections and roundabouts.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound

4. Side-street stop control.

Source: Fehr & Peers.

1.6 Improvements to Existing Conditions

The proposed multi-modal circulation plan has been developed in collaboration with City staff and their third-party consultants to ensure the site plan is consistent with the City's TIS Guidelines and is also an asset to the community and visitors alike. As a result of on-going circulation plan refinements, there are very few mitigations in the traditional sense since traffic performance concerns have been resolved through the iterative design process. Below is a list of those elements:

1. At the base of Snow Park Village, a fully underground and protected mobility hub will be built. This will allow for easy and safe access to ingress/egress for transit ridership as well as less congestion for the buses themselves.
2. A Shared Managed Lane (SML) will provide a travel time advantage to buses access the new underground mobility hub.
3. The Y Intersection, which is currently side-street stop controlled, will become signalized which will bring LOS within Park City standards.
4. Improvements to the geometric configurations for Queen Esther Dr and Solamere Dr which will increase LOS from a B to an A for traffic flows in and out of neighborhoods in these areas.
5. A full active transportation network will be built out to accommodate non-motor forms of transportation and increase safety, which in turn is expected to increase bike usage.
6. Deer Valley has developed a comprehensive transportation demand management plan that has been implemented and will be refined as part of the Snow Park project.
7. Day skier parking will be reduced by 20%.

Details for all the above improvements are outlined in more detail throughout the report.

2. Introduction

This study documents the potential transportation-related impacts on local traffic from the proposed Snow Park Village project. The project location is shown in **Figure 1.**

Per the Park City Transportation Impact Study Guidelines (TIS), the scope of this study analyzes the traffic operations and impacts under the following scenarios:

- Existing (2024) Conditions
- Opening Year (2030) Background Conditions
- Opening Year (2030) Plus Project Conditions
- Future (2040) Background Conditions
- Future (2040) Plus Project Conditions

Traffic operations at key intersections, described below in the Scope section, were analyzed under the five scenarios listed above during Saturday AM and PM peak-hour travel periods. The TIS Guidelines require the design day to be a typical Friday during the peak winter period. However, given the nature of ski areas operating as recreational destinations, Saturdays consistently experience the highest traffic volumes. Therefore, upon agreement with Park City to report the peak conditions within the Deer Valley loop, the Saturday conditions were analyzed for this study. The Plus Project analyses include trips generated by the proposed project.

2.1 Scope of Study

This study analyzes the traffic impacts of the project in conjunction with nearby intersections. Impacts are specifically addressed at the following study intersections:

1. Deer Valley Dr West / Deer Valley Drive East (side-street stop-controlled)
2. Amber Rd / Deer Valley Dr East (side-street stop-controlled)
3. Solamere Dr / Deer Valley Dr East (side-street stop-controlled)
4. Deer Valley Dr East / Queen Esther Dr / (side-street stop-controlled)
5. Deer Valley Dr East / Doe Pass Rd (side-street stop-controlled)
6. Deer Valley Dr West / Royal St (side-street stop-controlled)
7. Deer Valley Dr West / Doe Pass Rd (side-street stop-controlled)
8. Mellow Mountain Rd / Deer Valley Dr (side-street stop-controlled)
9. Deer Valley Dr / Marsac Ave (roundabout)

For the purposes of consistency, this report refers to two key roadways as Deer Valley Drive East (sometimes called Deer Valley Drive North) and Deer Valley Drive West (sometimes called Deer Valley Drive South).

The Park City TIS guidelines list five intersections (Park Avenue / Kearns Boulevard, Bonanza Drive / Kearns Boulevard, Comstock Drive / Kearns Boulevard, Park Avenue / Deer Valley Drive, Bonanza Drive / Deer Valley Drive) to be included in the analysis. In agreement with City staff in scoping for this study, the five intersections were not included in the analysis for this report. Rather, the traffic simulation model output and data will be provided to the City, who will evaluate the impacts of the proposed Snow Park Village on those key Park City intersections.

Study intersections are shown in **Figure 2**.

Figure 1
Project Location

Figure 2

Study Intersections

2.2 Analysis Methodology

"Level of Service" (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. **Table 2** provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for unsignalized intersections. Traffic operations were modeled in Vissim, an industry-standard microsimulation traffic analysis software. Vissim results were evaluated under the *Highway Capacity Manual 7th Edition* (HCM 7), *2022*, methodology in this study to remain consistent with "state of the practice" professional standards, and with earlier iterations of this report. For signalized intersections and roundabouts, the LOS is provided for the overall intersection (weighted average of all approach delays). Park City's TIS Guidelines has an established threshold of acceptable traffic operations as LOS of D for all intersections under its control.

Table 2: Level of Service Descriptions

LOS	Description	Signalized Intersections	Unsignalized Intersections	Roundabouts
		Avg. Delay (sec/veh)[1]	Avg. Delay (sec/veh)[2]	Avg. Delay (sec/veh)[3]
A	*Free Flow / Insignificant Delay* Extremely favorable progression. Individual users are virtually unaffected by others in the traffic stream.	< 10.0	< 10.0	< 10.0
B	*Stable Operations / Minimum Delays* Good progression. The presence of other users in the traffic stream becomes noticeable.	> 10.0 to 20.0	> 10.0 to 15.0	> 10.0 to 15.0
C	*Stable Operations / Acceptable Delays* Fair progression. The operation of individual users is affected by interactions with others in the traffic stream	> 20.0 to 35.0	> 15.0 to 25.0	> 15.0 to 25.0
D	*Approaching Unstable Flows / Tolerable Delays* Marginal progression. Operating conditions are noticeably more constrained.	> 35.0 to 55.0	> 25.0 to 35.0	> 25.0 to 35.0
E	*Unstable Operations / Significant Delays Can Occur* Poor progression. Operating conditions are at or near capacity.	> 55.0 to 80.0	> 35.0 to 50.0	> 35.0 to 50.0
F	*Forced, Unpredictable Flows / Excessive Delays* Unacceptable progression with forced or breakdown of operating conditions.	> 80.0	> 50.0	> 50.0

1. Overall intersection LOS and average delay (seconds/vehicle) for all approaches.
2. Worst approach LOS and delay (seconds/vehicle) only.
3. Overall intersection LOS and average delay (seconds/vehicle) for all approaches.

Source: Fehr & Peers descriptions, based on *Highway Capacity Manual, 7th Edition*.

3. Existing (2024) Background Conditions

The Existing (2024) Background Conditions analysis examines the study intersections and roadways during the Saturday AM and PM peak-hours under existing traffic and geometric conditions. The existing conditions analyses were performed using traffic data collected in February 2024. Through this analysis, existing traffic operational deficiencies can be identified, and potential mitigation measures recommended.

3.1 Roadway System

The primary roadways that will provide access to the project, and their existing configurations, are described below.

- **Deer Valley Drive (SR-224)** is a state-owned (Utah Department of Transportation, "UDOT") and managed facility that is classified as a principal arterial road and has a posted speed limit of 35 mph from Park Avenue to about halfway between Bonanza Drive and Marsac Avenue, and 40 mph to the Marsac Avenue roundabout. SR-224 has a five-lane cross section with two travel lanes in each direction with a two-way left-turn lane north of the Marsac Avenue roundabout.
- **Marsac Avenue (SR-224)** is also a UDOT facility and is classified as a principal arterial road and has a posted speed limit of 25 mph. Marsac Avenue has a two-lane cross section with one travel lane in each direction near the project area.
- **Deer Valley Drive West** is classified as a major collector road and has a posted speed limit of 25 mph. Deer Valley Drive West has a two-lane cross section with one travel lane in each direction near the project area.
- **Deer Valley Drive East** is the "loop" section of Deer Valley Drive and is classified as a collector road. It has a posted speed limit of 25 mph. Deer Valley Drive East has a two-lane cross section with one travel lane in each direction.
- **Queen Esther Drive** is classified as a collector road and has a posted speed limit of 25 mph. Queen Esther Drive has a two-lane cross section with one unstriped travel lane in each direction near the project area.
- **Solamere Drive** is classified as a collector road and has a posted speed limit of 25 mph. Solamere Drive has a two-lane cross section, with one travel lane in each direction and a landscaped median near the project area.
- **Doe Pass Road** is classified as a collector road and has a posted speed limit of 25 mph. Doe Pass Road has a two-lane cross section with one unstriped travel lane in each direction near the project area.

- **Mellow Mountain Road** is classified as a collector road and has a posted speed limit of 25 mph. Mellow Mountain Road has a two-lane cross section with one unstriped travel lane in each direction near the project area.
- **Amber Road** is classified as a collector road and has a posted speed limit of 25 mph. Mellow Mountain Road has a two-lane cross section with one unstriped travel lane in each direction near the project area.

3.2 Traffic Volumes

Intersection turning movement counts were collected at the following intersections to establish a baseline of existing conditions and operations for this study's original scope of work:

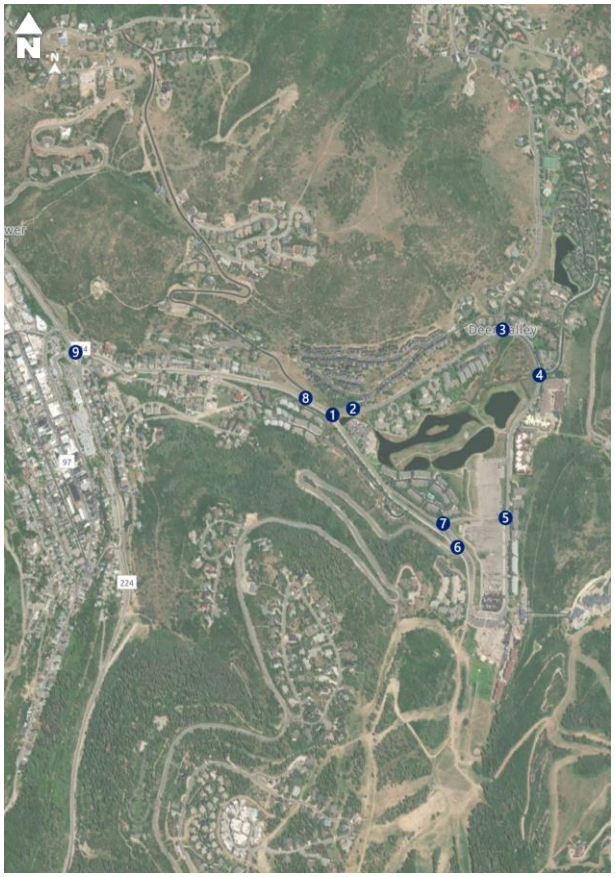
1. Deer Valley Dr West / Deer Valley Dr East
2. Deer Valley Dr West / Royal St
3. Deer Valley Dr East / Doe Pass Rd
4. Amber Rd / Deer Valley Dr East
5. Solamere Dr / Deer Valley Dr East
6. Deer Valley Dr East / Queen Esther Dr
7. Deer Valley Dr West / Doe Pass Rd
8. Mellow Mountain Rd / Deer Valley Dr
9. Deer Valley Dr / Marsac Ave

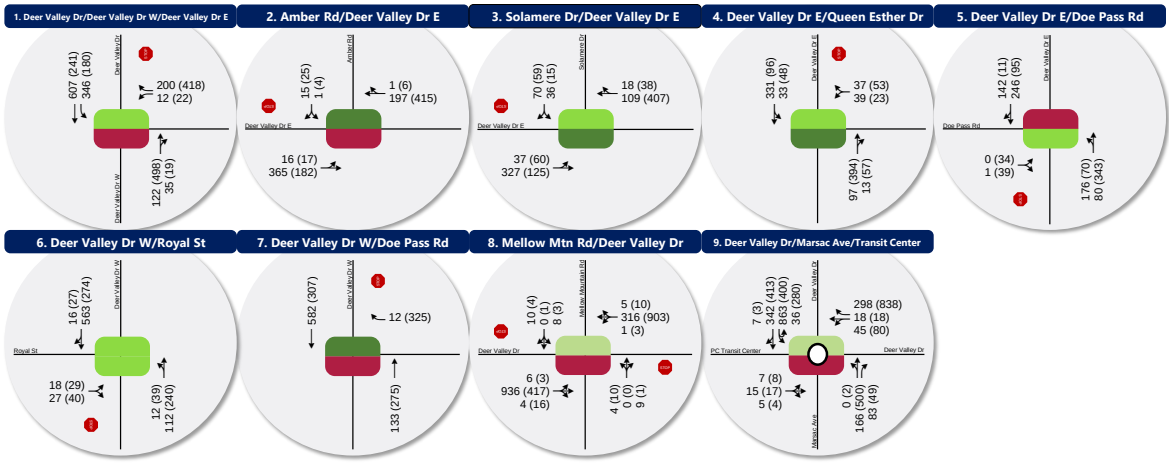
For the first three intersections (Deer Valley Dr West / Deer Valley Dr East, Deer Valley Dr West / Royal St, and Deer Valley Dr East / Doe Pass Rd) turning movement counts were collected for three consecutive Fridays and Saturdays from February 9th - 10th through February 23rd - 24th in 2024. Three weekends were collected at these intersections given their importance to the flow of traffic into Deer Valley's Snow Park. These dates also include President's Day weekend (Friday the 16th and Saturday the 17th) which is the weekend for which turning movement counts were collected at the remaining six intersections. All data was collected to capture peak periods in both the morning (8:00 – 10:00 AM) and the evening (3:30 – 5:30 PM) to align with the Park City TIS Guidelines. The Deer Valley resort chairlift hours are 9:00 AM to 4:30 PM; therefore, the data collection hours capture the arrival and departure peak times.

Volumes used for the existing conditions were derived from focusing on the "Y" intersection (Deer Valley Dr West / Deer Valley Dr East) given that it is the key controlling intersection into Deer Valley Resort. The "Y" intersection showed that for the three pairs of Fridays and Saturdays that were counted, Saturdays showed more overall traffic, with 15% and 18% more traffic during the AM and PM peak periods, respectively. Thus, Saturday counts (February 17th and an average of the three Saturdays' volumes for the three intersections with multiple weekends worth of counts) were used as existing traffic volumes for the analysis presented in this study. An average of the three Saturdays was taken for the three intersections to provide a realistic picture of existing conditions.

While it is highly unusual to analyze operations during absolute peak conditions, due to the risk of over-building infrastructure and exaggerating typical issues, this was the request of the City.

The existing 2024 background Saturday AM (8:00–9:00 AM) and PM (3:45-4:45 PM) peak hour volumes are shown in **Figure 3**. Additionally, existing 2024 background Saturday AM and PM peak hour 95th percentile queue lengths at key controlling intersections are shown in **Figure 4**.





LEGEND

Stop Sign Signalized

Lane Configuration — AM (PM) / AM (PM) / AM (PM) — Peak Hour Traffic Volume per lane

Intersection Level of Service (LOS):

AM / PM — A B C D E F

Figure 3

Existing 2024 Background Saturday AM & PM Peak Hour Traffic Conditions

AM Peak Hour

PM Peak Hour

Figure 4

3.3 Existing Model Calibration

As mentioned previously, Vissim, a microsimulation traffic analysis software, was used to model traffic conditions and analyze traffic operations. It is important that the microsimulation models be properly calibrated to existing conditions. A calibrated existing conditions model provides analysts with more confidence that projected 'plus project' conditions are valid. For this study, the following metrics were evaluated for calibration:

- Volumes served at the study intersections
- Intersection LOS and delays
- Visual queueing and congestion compared to observed conditions

Detailed calibration metrics are described in the attached *Existing Conditions Model Calibration Memo*.

3.4 Level Of Service Analysis

Using Vissim simulation software and the HCM 7 delay thresholds provided in the Introduction, the existing background Saturday AM and PM peak hour LOS were computed for each study intersection. The results of this analysis for the Saturday AM and PM peak hours are reported in **Table 3** (see Appendix for the detailed LOS report). These results serve as a base for the analysis of the impacts of the proposed Snow Park Village development.

Table 3: Existing 2024 Background Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Deer Valley Dr West / Deer Valley Dr East	AM	SSSC[4]	WB Left	19	C	-	-
		PM		NB Thru	**58**	**F**	-	-
2	Amber Rd / Deer Valley Dr East	AM	SSSC	SB Right	9	A	-	-
		PM		WB Thru	**229**	**F**	-	-
3	Solamere Dr / Deer Valley Dr East	AM	SSSC	SB Left	11	B	-	-
		PM		SB Left	11	B	-	-
4	Deer Valley Dr East / Queen Esther Dr	AM	SSSC	WB Left	11	B	-	-
		PM		WB Left	9	A	-	-
5	Deer Valley Dr East / Doe Pass Rd	AM	SSSC	NB Left	**66**	**F**	-	-
		PM		EB Left	14	B	-	-
6	Deer Valley Dr West / Royal St	AM	SSSC	EB Left	13	B	-	-
		PM		EB Left	11	B	-	-
7	Deer Valley Dr West / Doe Pass Rd	AM	SSSC	WB Right	9	A	-	-
		PM		WB Right	**72**	**F**	-	-
8	Mellow Mountain Rd / Deer Valley Dr	AM	SSSC	NB Left	17	C	-	-
		PM		SB Left	**39**	**E**	-	-
9	Deer Valley Dr / Marsac Ave	AM	Roundabout	-	-	-	17	C
		PM		-	-	-	**42**	**E**

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle) and is only reported for signalized intersections and roundabouts.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

As shown in **Table 3**, 6 of the 9 study intersections currently operate worse than the established LOS D threshold. These include:

- Deer Valley Drive West / Deer Valley Drive East: LOS F in the PM peak hour (498 northbound through vehicles)
    - This is caused by a slow rolling queue of vehicles from the Marsac roundabout that extends past the Y-intersection, causing delays at the northbound and westbound approach. It was observed that when this happens, vehicles on the free-flow northbound approach allow for

vehicles on the stop-controlled westbound approach to make a turn. While the stop-controlled westbound approach experiences delays and operates at LOS E, the northbound approach experiences the most delays at this intersection.

- Amber Road / Deer Valley Drive East: LOS F in the PM peak hour (415 westbound through vehicles)
    - This is caused by congestion at the Y-intersection which spills back past Amber Road. This queueing makes it difficult for vehicles to find space to go westbound through.
- Deer Valley Drive East / Doe Pass Road: LOS F in the AM peak hour (176 northbound left vehicles)
    - This is caused by the high volumes of vehicles entering the parking lots from both NB Left and SB Right, the latter of which gets priority which causes a queuing of NB Left vehicles.
- Deer Valley Dr West / Doe Pass Rd: LOS F in the PM peak hour (325 westbound right vehicles)
    - This is caused by congestion at the Y-intersection which spills back towards Doe Pass Rd. This queueing makes it difficult for vehicles to find a gap and turn onto Deer Valley Drive West.
- Mellow Mountain Rd / Deer Valley Dr: LOS E in the PM peak hour (3 southbound left vehicles)
    - This is caused by the queues between the Marsac roundabout and the Y-intersection, making it difficult for vehicles to find a gap and turn left onto Deer Valley Drive.
- Deer Valley Drive / Marsac Ave: LOS E in the PM peak hour
    - This is caused by congestion at the roundabout due to high volumes exiting various ski resorts and moving in and out of downtown Park City. The delay is highest for the northbound approach.

3.5 Queue Analysis

Using Vissim simulation software provided in the Introduction, the existing background Saturday AM and PM peak hour queue lengths were computed for each study intersection at 50th and 95th percentiles (see Appendix for the detailed Queue report) as required by the Park City TIS guidelines.

For the nine study intersections analyzed under existing background conditions, the following movements experienced 95th percentile queue lengths that exceeded their respective storage:

- Deer Valley Drive West / Deer Valley Drive East: The 95th percentile queues of the westbound stop-controlled left turn and right turn movements were both recorded as 258 feet in the PM peak hour versus 170 feet of storage. These queues spill back past the adjacent Amber Road intersection (located 175 feet from this intersection) on Deer Valley Drive East. In the northbound direction, through and right turn movements were recorded as 1,690 feet versus 1,600 feet of storage. These queues spill back towards the intersection of Deer Valley Dr West / Doe Pass Rd.

- Deer Valley Dr West / Doe Pass Rd: The 95th percentile queues of the westbound turn movements were recorded as 409 feet in the PM peak hour versus 200 feet of storage.
- Mellow Mountain Rd / Deer Valley Dr: The 95th percentile queues of the westbound left, right, and through turn movements were all recorded as 300 feet in the PM peak hour versus 270 feet of storage. These queues spill back past the Y-intersection.

It should also be noted that although the queues did not exceed storage length, the northbound approach on the Deer Valley Drive / Marsac Avenue roundabout experienced significant queues (over 1,300 feet), correlating with the delays experienced at the intersection. Also, although the 95th percentile queues did not exceed storage length, the westbound approach on the Amber Road / Deer Valley Drive East intersection experienced significant queues (over 1,500 feet), and the queues were observed in the model to extend past Solamere Drive occasionally.

3.6 Proposed Mitigations

The concept plan for Snow Park Village includes the signalization of the Deer Valley Drive West / Deer Valley Drive East intersection, which will mitigate the westbound LOS at this intersection. The technical warrants for the need for this signal exists today, regardless of any changes to the greater Snow Park area. This signalization will also mitigate the queue spillback into the Amber Road / Deer Valley Drive East intersection. Also, Doe Pass Road will be significantly redeveloped with the proposed Village. Therefore, no mitigations are recommended for the Deer Valley Drive West / Deer Valley Drive East, Amber Road / Deer Valley Drive East, and Deer Valley Drive East / Doe Pass Road intersections.

3.7 Main Arterial Roadway Analysis

To assess the traffic patterns on the main roadways (SR-224 and SR-248) feeding Deer Valley Resort, roadway volumes from the Utah Department of Transportation (UDOT) Continuous Count Stations (CCSs) were analyzed. Bi-directional, daily volumes on SR-224 just north of Canyon Resort Road (CCS #605) and SR-248 just south of Round Valley Drive (CCS #606) were used to observe patterns for three years' worth of data (2021-2024) during the winter months (November through March). The CCS data had several days of both high and low outliers, which were identified using the Interquartile Range methodology and subsequently removed. The collected and statistically valid data shows that both SR-224 and SR-248 experience slight increases in traffic volumes of 1.6% and 0.3%, respectively. These increases in traffic volumes are seen in **Figure 5** and **Figure 6**, respectively. Additionally, when aggregating volumes across the two roadways, the aggregated rate over the last three years during winter months was 0.9%.

Figure 5: SR-224 Winter Season Daily Vehicular Flow

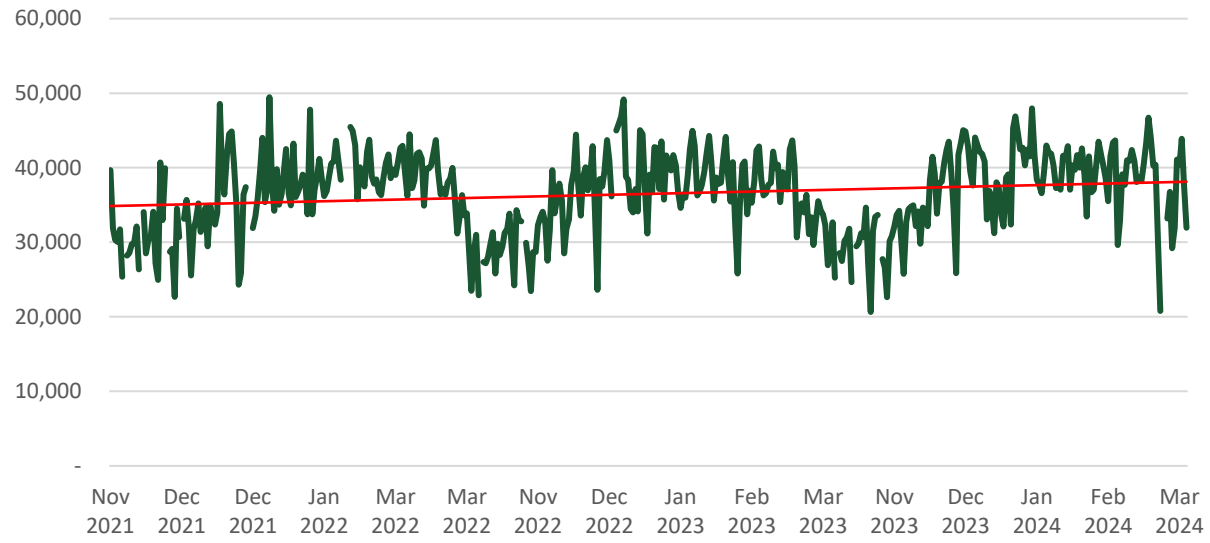
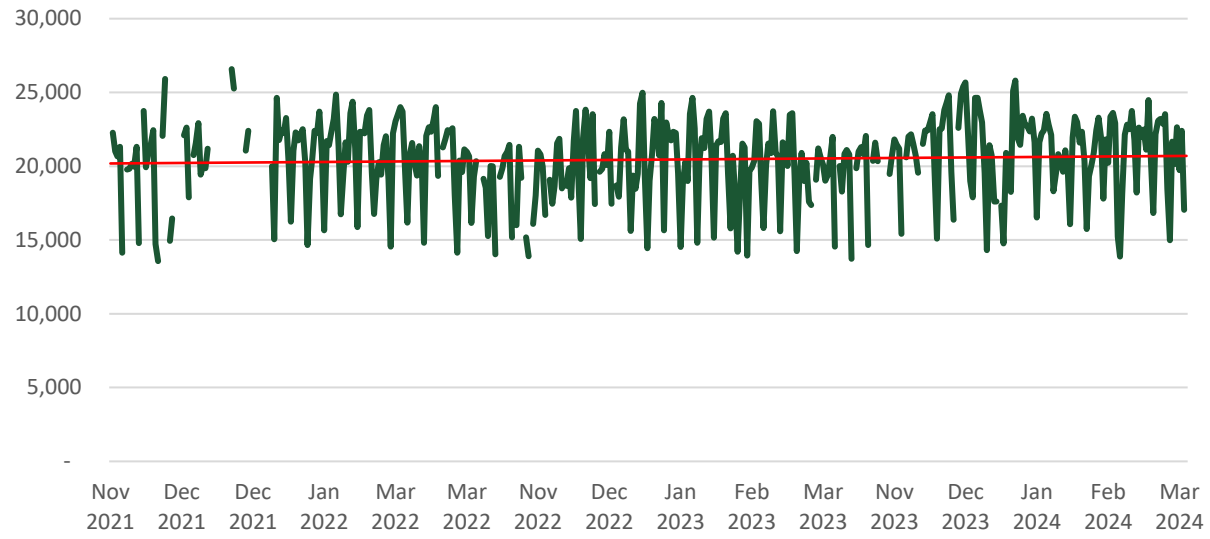


Figure 6: SR-248 Winter Season Daily Vehicular Flow



3.8 Vehicle Occupancy Data

In addition to traffic counts and CCS Volumes, Fehr & Peers collected vehicle occupancy counts for AM peak-period (inbound) traffic for the Deer Valley Resort. Vehicle occupancy counts were collected for President's Day Weekend (Friday, February 16th, 2024, and Saturday, February 17th, 2024) at both the parking area and the drop-off area.

Table 4 presents a summary of vehicle occupancy data, calculated from data collected during the two days listed above. As shown, the average vehicle occupancy for Snow Park Village was observed to be 1.6 occupants/vehicle on Friday (weighted average) and 1.9 occupants/vehicle on Saturday (weighted average). The percentage of single-occupancy vehicles was observed to be 58% on Friday and 48% on Saturday. Vehicle occupancy is a useful metric to have available for baseline conditions, as it can be used in evaluating how future implementation of potential transportation demand management (TDM) strategies and broader transit network improvements could impact travel behavior.

Table 4: Snow Park Vehicle Occupancy Summary

Time Period	Total Vehicle Count	Average Occupancy	Single Occupant Vehicles	Percent Single Occupant Vehicles
Friday, February 16, 2024				
7:45 – 8:00	123	1.27	96	78%
8:00 – 8:15	127	1.68	70	55%
8:15 – 8:30	134	1.64	72	53%
8:30 – 8:45	131	1.66	71	54%
8:45 – 9:00	101	1.69	57	56%
9:00 – 9:15	116	1.69	67	58%
9:15 – 9:30	98	1.63	51	52%
9:30 – 9:45	80	1.75	34	43%
Sum	**910**	**-**	**518**	**-**
Weighted Average	**-**	**1.62**	**-**	**58%**
Saturday, February 17, 2024				
7:45 – 8:00	135	1.91	64	47%
8:00 – 8:15	122	1.74	67	55%
8:15 – 8:30	125	2.00	57	46%
8:30 – 8:45	72	1.86	38	53%
8:45 – 9:00	93	1.95	47	51%
9:00 – 9:15	54	1.81	22	41%
9:15 – 9:30	48	2.00	19	40%
9:30 – 9:45	33	2.06	11	33%
Sum	**682**	**-**	**325**	**-**
Weighted Average	**-**	**1.90**	**-**	**48%**

Source: Fehr & Peers.

4. Project Conditions

The Project conditions analysis evaluates the type and intensity of the proposed development. This provides the basis for trip generation, distribution, and assignment of project trips to the surrounding study intersections defined in the Introduction. Additionally, the Snow Park project includes many proposed updates to the roadway network around the Loop.

4.1 Project Description

The first phase of the proposed Snow Park Village development will be located on the south parcel of the Deer Valley Resort. The parcel is currently surface parking lots for Deer Valley. Deer Valley Resort is in a cul-de-sac type of location, and all trips will access the development through the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersections. As a reminder, this traffic impact report accounts for all future development of the current surface parking lots.

4.1.1 Site Access and Circulation

The Snow Park Village proposal includes mitigations at key intersections to provide better transit access, especially at the transit hub, and improve the traffic flow for visitors traveling by all modes. This circulation plan includes a seasonal one-way Shared Mobility Lane (SML), which prioritizes transit. It will function in a counterclockwise manner. During the summer months, the SML will be open exclusively to bicycle traffic. Management and enforcement, year-round, will be a City responsibility. A conceptual site plan, showing driveway locations and conceptual roadway configurations is shown in **Figure 7** and the full circulation plan is in Appendix A.

Deer Valley Drive West will be reconfigured to include a roundabout at the intersection of Doe Pass Rd and Deer Valley Dr West to ease traffic flows either to parking garages located on Doe Pass Rd, skier drop-off and transit operations at the south end of the loop (below grade), or out of the Resort. To improve pedestrian and bicycle connections, a continuous multiuse path will be constructed along the east and west curbs to connect Snow Park Village to multimodal facilities along Deer Valley Drive and the broader Park City active transportation network.

Doe Pass Road will be reconfigured to provide access to the parking structure. Doe Pass Road will include two-way general traffic lanes to allow for the movement of public and private vehicles. An additional lane in the eastbound direction will be added, ending at a three-way stop intersection with separate right and left turn lanes upon meeting Deer Valley Dr East. A continuous sidewalk will be provided on the south side of Doe Pass Road, which will be connected to the multiuse path along the west curb of Deer Valley Drive West by crossings. Four parking accesses, to levels P2 and P3, will be provided on Doe Pass Road with three on the south side and one on the north. The parking structure will have internal ramping to allow access between P2 and P3.

Deer Valley Drive East Two general traffic lanes and a center turning lane will be provided on Deer Valley Dr East. A continuous multiuse path will be provided along the west side, which connects to other similar facilities around the Deer Valley Dr loop. Deer Valley Dr East will act as the primary route by which day-skiers depart Snow Park Village, which will be supported by the reconfiguration of the Deer Valley Dr / Deer Valley Dr East / Deer Valley Dr West intersection and through intuitive, real-time wayfinding. North of its intersection with Doe Pass Rd, Deer Valley Dr East will provide access to P3 parking level, which will primarily serve day skiers and Event Barn parking. While south of the intersection with Doe Pass Rd, Deer Valley Dr East will provide access to P1 parking level, which will serve the residential parking and additional day skier parking. Driveways to these parking levels will be similarly managed through parking technology and Deer Valley staff, if needed, during periods of peak demand. South of the access to the P1 parking level, there is a driveway exit for the passenger vehicle pick-up/drop-off and transit hub tunnel. The tunnel exit will be stop-controlled, allowing free flow movement for traffic along Deer Valley Drive East. At its southern terminus, Deer Valley Dr East will be reconfigured into a turnaround drop-off area for ski school attendees and ski club members. This drop-off area will be managed by staff, particularly at peak drop-off and pick-up periods with Deer Valley staff directing traffic to ensure smooth operations and safe conditions for users.

Source: Skylab Architecture

Figure 7
Conceptual Site Plan

4.2 Trip Generation

Trip generation for the proposed Snow Park Village was estimated using a combination of locally-measured trip generation rates and nationally published data from the 2021 *Institute of Transportation Engineers – 11th Edition Trip Generation Manual* (ITE Manual). The 2021 11th Edition has been substantially upgraded from the 2017 10th Edition, containing new land use categories, removing outdated data points, and providing updated pass-by trip percentages. This is the most recent manual; use thereof is consistent with the TIS Guidelines.

Adjustments to the gross trip generation estimates were made to account for the project's complementary land uses (i.e., internal trip making) and availability of transit (i.e., ITE trip rates assume no or very modest levels of adjacent transit service). These reductions were further informed by inputs from the Summit County Travel Demand Model to better tailor results to local travel behavior.

Snow Park Village is proposed to include the following land uses (taken from the land use program dated May 2024):

- 100 multifamily housing units
- 120 hotel rooms with:
    - *8,000 square feet of food and beverage space*
    - *8,000 square feet of meeting/ballroom space*
    - *8,000 square feet of spa space*
- 30,000 square feet of commercial/retail space
- *15,000 square feet of event center space*
- *15,000 square feet of ski club space*

It should be noted that the above land uses are not believed to be the primary traffic generators; rather, the ski resort will be the primary generator of traffic, and the supporting land uses serve as accessories to the resort. The current traffic accessing the ski resort were assumed to cover the trip generation for the ski resort and the supporting land uses independent of the Snow Park Village proposal. The food and beverage, meeting/ballroom, and spa are considered to be supporting land uses for the hotel guests. Assuming that the trips generated for the hotel include trips for these support land uses, generated trips were not estimated for the food & beverage, meeting space/ballroom, and spa.

Table 5 presents the Saturday daily, AM peak-hour, and PM peak-hour trip generation estimates for the entirety of the proposed Snow Park Village Project on both parcels north and south of Doe Pass Road.

4.2.1 Resort Hotel Trip Generation Rates

Trip generation estimates for the hotel use included in the Snow Park Village proposal are based on observed trip generation rates recorded during the development of the 2018 Canyons Village Transportation Master Plan. The trip generation rates were observed and recorded at the Grand Summit, Hyatt Centric, and Sunrise Lodge hotels located at the Canyons Ski Resort on Saturday, February 17, 2018.

Use of this data is preferable to ITE data because the hotels included in the manual are generally not situated adjacent to ski areas and therefore do not represent the specific travel behaviors seen at hotels near ski resorts.

As mentioned previously, the food & beverage, meeting space/ballroom, and spa were considered to be supporting land uses for the hotel guests. The hotels mentioned above that trips were collected for include these types of supporting land uses. Therefore, it can be reasoned that the trip generation rates measured at those facilities and utilized in this study consider the effects of those uses, and thus those uses do not need to be considered separately.

4.2.2 Event Barn Trip Generation Rates

Trip generation estimates for the Event Barn were derived from the base assumption of the barn being used for evening events (4:30 PM start) with a maximum of 250 event attendees. Through a series of reasonably conservative travel mode and average vehicle occupancy assumptions, a daily total of inbound and outbound trips was generated. For analysis purposes, it is assumed that all event guests not already staying at Snow Park Village will arrive to the Event Barn within the one-hour prior to the event's assumed 4:30 PM start time. Event Barn travel estimates were derived from the following assumptions based on similar facilities along with information provided by Deer Valley event managers and program team:

- 50% of guests arrive via private vehicles with an average vehicle occupancy of 1.4
- 25% of guests stay at Snow Park Village and do not generate new trips into the Village on the day of event during PM peak hour (i.e., they are already present, or their travel is captured by the hotel trip generation).
- 15% of guests stay in Park City and utilize shuttles with an assumed 35-person occupancy
- 10% of guests stay in Park City and use transport network companies (Uber/Lyft) with an average vehicle occupancy of 1.4 persons

Assuming that all guests are traveling outbound in the same way they traveled into Snow Park Village, the same number of daily inbound trips were used for the number of outbound trips generated from the Event Barn.

4.2.3 Retail Trip Generation Rates

Trip generation estimates for retail were derived from the ITE Manual's rates for a Strip Retail Plaza (822) given the large sample size of studies. These rates were paired with the assumption that 67% of daily trips would be generated from pass-by skiers (i.e., a group of skiers or non-skiing group stopping for a coffee or to shop for an item en route to/from the lifts). The assumption aligns with the understanding that most trips to Snow Park Village will be made by those who are there to ski, and complementary uses are a secondary priority. Therefore, double counting of trips would occur without the assumed 67% internalization. The amount of retail internalization is expected to be much less during the AM peak hour (as skiers are eager to access ski lifts), and also somewhat less during the PM peak hour due to greater desire to depart the resort.

4.2.4 Assumed Mode Shift

To avoid double-counting potential reductions, the trip generation estimates in this memorandum rely on assumptions from boarding/alighting data from the resort and the reductions in day skier parking. These reductions, which are shown in the columns titled "% Walk/Bike" and "% Transit," are applied to housing and retail proposed land uses. Hotel and the Event Barn were omitted from a reduction due to mode choice given the nature of the types of trips they generate, on which motorized transit is relied on.

4.2.5 Reduction in Vehicle Trips due to Reduction in Day Skier / Staff Parking

In an agreement with the City, Deer Valley Resort has agreed to a 20% reduction in the number of day skier/staff parking stalls available in the new parking layout. This 20% reduction equates to 340 fewer stalls than currently exists.

4.2.6 Trip Internalization

The residential, hotel, and Event Barn uses are expected to be destinations unto themselves that will generate a measurable number of peak-hour vehicle trips. Table 5 indicates that one-quarter of hotel and multi-family housing trips are expected to remain internal to the project, consisting of walk trips to/from the adjacent retail uses. Those uses will include a variety of dining options, smaller retail shops, and other food & beverage destinations. While the retail uses will likely attract some external new trips, such travel is likely to be infrequent particularly during peak ski days when parking may be challenging to secure and there are many other intervening opportunities further to the north in Park City.

4.2.7 Assumed Trip Rates for Day Skiers and Ski Club Members

The trip generation rate per day-user skier vehicle parking space was estimated using the existing traffic volumes collected in February 2024. Since there is not presently any member-only parking spaces at the resort, it was not possible to measure trip rates at them. Alternatively, an approach relying on supply/demand, and likely travel behaviors was followed.

According to **Table 5**, Deer Valley Club parking spaces are expected to have lower (by about one-third) trip rates per space than the general day-user skier parking spaces. This is intentional, with the rationale as follows. It is likely that some day-user skier parking spaces may experience a second vehicle parked in the late afternoon for purposes of shopping, a meal, visitation, or other purposes. This is not expected for the Deer Valley Club parking spaces because there will be a limited number of members and parking for the general public is not allowed. Thus, the daily trip rate per space for the ski club member spaces is lower than for the general day-use spaces. Trip rates per space during the AM and PM peak hours are also expected to be lower for Deer Valley Club parking because members will be virtually guaranteed a parking space (based on the ratio of members to parking spaces) and therefore not need to arrive early to ensure a parking space. The AM and PM day use skier trip rates per space assume this behavior continues.

Table 5: Snow Park Village Trip Generation

Land Use[1, 2]	Number of New Units	Unit Type	Rate[2]	Gross Daily Trips	Percent Internal to Retail[3]	% Retail Trips from Pass-by Skiers[4]	Retail Internal Capture	Gross Daily Trips with Internal Capture	% Entering	% Exiting	% Walk/Bike[5]	% Transit[5]	Trips Entering	Trips Exiting	New Daily Trips
(220) - Multifamily Housing (Low-Rise)	100	Dwelling Unit	4.55	455	25%	n/a	-114	341	50%	50%	3.0%	5.0%	157	157	**314**
(822) Strip Retail Plaza	30	1000 sq. ft.	54.45	1,634		67%	-1,396	237	50%	50%	3.0%	5.0%	110	110	**220**
Resort Hotel	120	Rooms	6.27	752	25%	n/a	-188	564	50%	50%			283	283	**566**
Event Center (Afternoon/Evening Event)	250	Attendees	-	254	0%	n/a	0	254	50%	50%	-	-	127	127	**254**
Deer Valley Club Parking	250	Stalls	2.00	500		n/a	0	500	50%	50%	-	-	250	250	**500**
Net Reduction in Day Skier / Staff Parking	-340	Stalls	3.00	-1,020		n/a	0	-1,020	50%	50%	-	-	-510	-510	**-1,020**
Net Saturday Daily Trips				**2,575**			**-1,698**	**877**					**417**	**417**	**834**

Land Use[1]	Number of New Units	Unit Type	Rate[2]	Gross AM Peak Hour Trips	Percent Internal to Retail[3]	% Retail Trips from Pass-by Skiers[4]	Retail Internal Capture	Gross AM Peak Hour Trips with Internal Capture	% Entering	% Exiting	% Walk/Bike[5]	% Transit[5]	Trips Entering	Trips Exiting	New AM Peak Hour Trips
(220) - Multifamily Housing (Low-Rise)	100	Dwelling Unit	0.40	40	25%	n/a	-10	30	24%	76%	3.0%	5.0%	7	21	**28**
(822) Strip Retail Plaza	30	1000 sq. ft.	2.36	71		20%	-36	34	60%	40%	3.0%	5.0%	19	13	**32**
Resort Hotel	120	Rooms	0.41	49	25%	n/a	-12	37	72%	28%			27	11	**38**
Event Center (Afternoon/Evening Event)	250	Attendees	-	0	0%	n/a	0	0	-	-	-	-	0	0	**0**
Deer Valley Club Parking	250	Stalls	0.33	82		n/a	0	82	100%	0%	-	-	82	0	**82**
Net Reduction in Day Skier / Staff Parking	-340	Stalls	0.49	-167		n/a	0	-167	100%	0%	-	-	-167	0	**-167**
Net Saturday AM Peak Hour Trips				**75**		n/a	**-59**	**17**					**-32**	**45**	**13**

Land Use[1]	Number of New Units	Unit Type	Rate[2]	Gross PM Peak Hour Trips	Percent Internal to Retail[3]	% Retail Trips from Pass-by Skiers[4]	Retail Internal Capture	Gross PM Peak Hour Trips with Internal Capture	% Entering	% Exiting	% Walk/Bike[5]	% Transit[5]	Trips Entering	Trips Exiting	New PM Peak Hour Trips
(220) - Multifamily Housing (Low-Rise)	100	Dwelling Unit	0.51	51	25%	n/a	-13	38	63%	37%	3.0%	5.0%	23	14	**37**
(822) Strip Retail Plaza	30	1000 sq. ft.	6.59	198		50%	-133	65	50%	50%	3.0%	5.0%	30	30	**60**
Resort Hotel	120	Rooms	0.70	84	25%	n/a	-21	63	43%	57%			28	36	**64**
Event Center (Afternoon/Evening Event)	250	Attendees	-	96	0%	n/a	0	96	81%	19%	-	-	78	19	**97**
Deer Valley Club Parking	250	Stalls	0.19	47		n/a	0	47	0%	100%	-	-	0	47	**47**
Net Reduction in Day Skier / Staff Parking	-340	Stalls	0.28	-95		n/a	0	-95	0%	100%	-	-	0	-96	**-96**
Net Saturday PM Peak Hour Trips				**380**		n/a	**-166**	**214**					**159**	**50**	**209**

Notes:

1. (XXX) Indicates ITE Land Use Code. Land Use Code from the Institute of Transportation Engineers - 11th Edition Trip Generation Manual (ITE Manual), 2021.
2. Hotel rates derived from data collected on Saturday, February 17, 2018, for the Canyons Village Management Association Transportation Master Plan. Event Center was estimated based on an evening event with 250 attendees and mode-split assumptions and actual event observations. Day skier trips estimated from existing vehicles and AM and PM peak period characteristics. Refer to report text for details on derivation of trip rates for custom land use trip generation applications.
3. Represents the proportion of condo or hotel trips that are internalized with retail uses.
4. This represents the percentage of retail trips that are comprised by individuals (e.g., skiers, employees, visitors, etc.) who visit the store en route to chair lifts, returning to vehicle after skiing, etc.
5. Percentage of trips that shift to walking, biking, or transit based on existing ridership levels, transit service quality, MXD+ estimates of external walk/bike trips. Note that adjustments not applied for custom estimated uses including resort hotel (non-auto travel already built into trip rates), event center (custom approach taken), and Deer Valley Club Parking (vehicle trips by definition).

Source: Fehr & Peers, 2024.

4.3 Trip Distribution and Assignment

Project traffic was assigned to the roadway network based on the proximity to major streets and highways, population densities, and local and regional attractions. Existing travel patterns revealed in the Continuous Count Station (CCS) data collection from UDOT and observed during data collection also provided helpful guidance to establish these distribution percentages, especially close to the site.

The CCS data from UDOT informed the distribution of trips arriving via SR-224 and SR-248. Closer to the project site, traffic counts informed the distribution of trips arriving via Marsac Avenue and Deer Valley Drive. Overall, the project-generated trips were distributed to and from these directions in the Existing analysis, in the corresponding percentages:

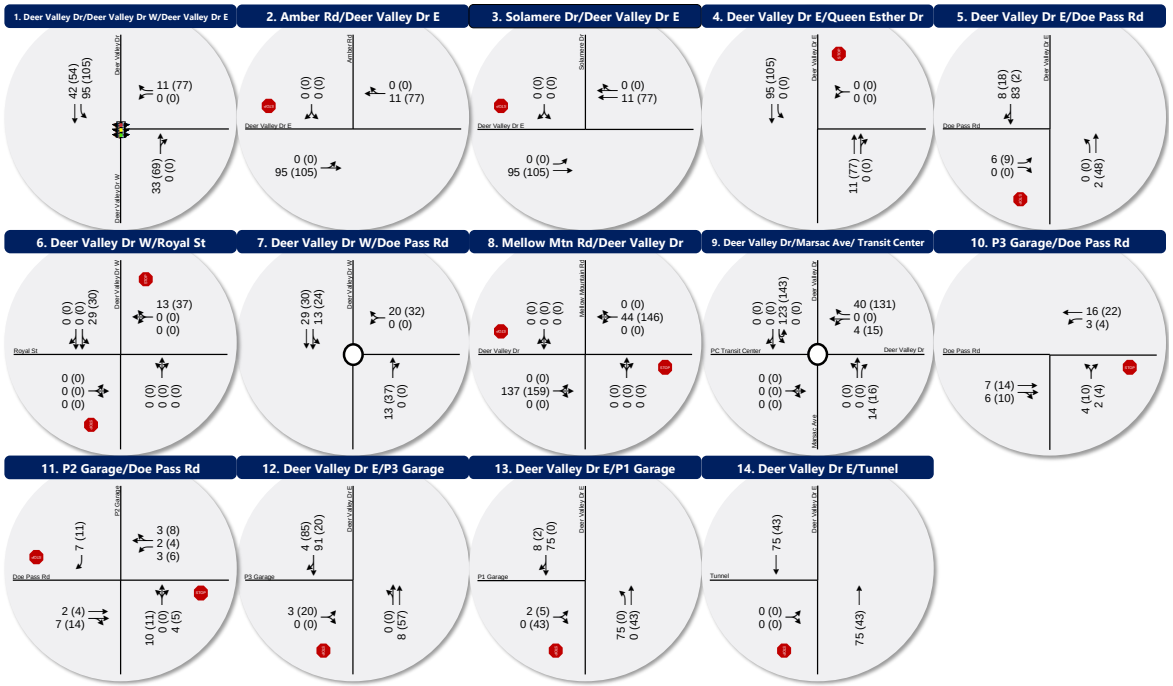
- 50% North (using SR-224)
- 30% East (using SR-248 via Bonanza Drive)
- 10% West (using any of the accesses along Deer Valley Drive between Bonanza and Marsac)
- 10% South (using Marsac Avenue)

The distribution and assignment of new, project-generated trips reflects the assumption that residents and guests of Snow Park Village's hotel and residential uses are more likely to travel to and from Old Town for dining, shopping, or entertainment purposes.

These trip distribution assumptions were used to distribute project-generated traffic to the study area intersections and are shown in **Figure 8**.

Internal to the project site, the trip distribution at the Deer Valley Drive West / Deer Valley Drive East intersection was not modified significantly. This was assumed to account for the historical use patterns and direct routes to the parking garages. For example, those wishing to make a right turn into the day-skier parking area under the new gondola will highly likely take Deer Valley Drive West, take the roundabout to Doe Pass then a quick right turn into the garage. The same traffic distribution pattern will hold true with the new one-way passenger drop-off area as shown in the circulation plan. This plan results in traffic splits similar to existing conditions at the Deer Valley Drive West / Deer Valley Drive East intersection as follows:

- Inbound traffic in the AM was distributed as follows:
    - Roughly 35% on Deer Valley Drive East
    - Roughly 65% on Deer Valley Drive West
- Outbound traffic in the PM was distributed as follows:
    - Roughly 45% on Deer Valley Drive East
    - Roughly 55% on Deer Valley Drive West



LEGEND

Stop Sign — Signalized

Lane Configuration — AM (PM) / AM (PM) / AM (PM) — Peak Hour Traffic Volume per lane

Intersection Level of Service (LOS):

AM / PM — A B C D E F

Figure 8

Saturday AM & PM Peak Hour Trip Generation and Distribution

5. Opening Year (2030) Background Conditions

The purpose of the Opening Year (2030) Background Conditions analysis is to evaluate the study intersections during peak travel periods of the day under projected 2030 traffic volumes, when the development is projected to open. This analysis provides a baseline condition for the year 2030, which can be used to determine future Project impacts.

5.1 Traffic Volumes

Traffic volumes for 2030 were estimated using traffic counts and forecasted volumes from the Summit/Wasatch Travel Demand Model (March 2024 Version) for 2030. This is a regional forecasting model developed with UDOT support to help plan for major infrastructure in the Wasatch Back region. The Summit/Wasatch Travel Demand Model shows a lower annual growth rate in the future by accounting for a higher mode split for non-drive alone modes of transportation – higher usage of transit, walking, and biking than previous versions of travel demand models. The following annual growth rates were used on the following roadways to project 2030 background volumes as shown in **Figure 9**.

- 0.12% north of the Marsac Ave Roundabout
- 0.12% between Bonanza and the "Y" intersection
- 0.08% within Deer Valley Loop (Deer Valley Drive East, Deer Valley Drive West, and Doe Pass Road)
- 0.12% on Marsac Ave
- 0.33% on Royal Street

5.2 Level Of Service Analysis

Using Vissim simulation software and the HCM 7 delay thresholds provided in the Introduction, the opening year 2030 background Saturday peak hour LOS was computed for each study intersection. The results of this analysis for the Saturday AM and PM peak hour are reported **Table 6** (see Appendix for the detailed LOS report).

Table 6: Opening Year 2030 Background Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Deer Valley Dr West / Deer Valley Dr East	AM	SSSC[4]	WB Left	15	C	-	-
		PM		NB Thru	**56**	**F**	-	-
2	Amber Rd / Deer Valley Dr East	AM	SSSC	SB Left	9	A	-	-
		PM		WB Right	**205**	**F**	-	-
3	Solamere Dr / Deer Valley Dr East	AM	SSSC	SB Left	11	B	-	-
		PM		SB Left	10	B	-	-
4	Deer Valley Dr East / Queen Esther Dr	AM	SSSC	WB Left	10	B	-	-
		PM		WB Left	10	B	-	-
5	Deer Valley Dr East / Doe Pass Rd	AM	SSSC	NB Left	**72**	**F**	-	-
		PM		EB Left	14	B	-	-
6	Deer Valley Dr West / Royal St	AM	SSSC	EB Left	13	B	-	-
		PM		EB Left	12	B	-	-
7	Deer Valley Dr West / Doe Pass Rd	AM	SSSC	WB Right	9	A	-	-
		PM		WB Right	**88**	**F**	-	-
8	Mellow Mountain Rd / Deer Valley Dr	AM	SSSC	SB Left	17	C	-	-
		PM		SB Left	**68**	**F**	-	-
9	Deer Valley Dr / Marsac Ave	AM	Roundabout	-	-	-	17	C
		PM		-	-	-	**61**	**F**

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.

1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle) and is only reported for signalized intersections and roundabouts.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

As shown in **Table 6**, future background conditions are expected to remain relatively the same or worsen relative to existing conditions. All study intersections operated within acceptable LOS (LOS D or better), with the exception of the following locations:

- Deer Valley Drive West / Deer Valley Drive East: LOS F in the PM peak hour (500 northbound through vehicles)
    - This is caused by a slow rolling queue of vehicles from the Marsac roundabout that extends past the Y-intersection, causing delays at the northbound and westbound

approach. It was observed that when this happens, vehicles on the free-flow northbound approach allow for vehicles on the stop-controlled westbound approach to make a turn. While the stop-controlled westbound approach experiences delays and operates at LOS F, the northbound approach experiences the most delays at this intersection.

- Amber Road / Deer Valley Drive East: LOS F in the PM peak hour (420 westbound through vehicles)
    - This is caused by congestion at the Y-intersection which spills back past Amber Road. This queueing makes it difficult for vehicles to find space to go westbound right.
- Deer Valley Drive East / Doe Pass Road: LOS F in the AM peak hour (180 northbound left vehicles)
    - This is caused by the high volumes of vehicles entering the parking lots from both NB Left and SB Right, the latter of which gets priority which causes a queuing of NB Left vehicles.
- Deer Valley Dr West / Doe Pass Rd: LOS F in the PM peak hour (330 westbound right vehicles)
    - This is caused by congestion at the Y-intersection which spills back towards Doe Pass Rd. This queueing makes it difficult for vehicles to find a gap and turn onto Deer Valley Drive West.
- Mellow Mountain Rd / Deer Valley Dr: LOS F in the PM peak hour (5 southbound left vehicles)
    - This is caused by congestion from the roundabout which spills back passed Mellow Mountain Rd. This queueing makes it difficult for vehicles to find a gap and turn left onto Deer Valley Drive.
- Deer Valley Drive / Marsac Ave: LOS F in the PM peak hour
    - This is caused by congestion at the roundabout due to high volumes exiting various ski resorts and moving in and out of downtown Park City. The delay is highest for the northbound approach.

5.3 Queue Analysis

Using Vissim simulation software provided in the Introduction, the 2030 background Saturday AM and PM peak hour queue lengths were computed for each study intersection at 50th and 95th percentiles (see Appendix for the detailed Queue report).

For all movements at the nine intersections analyzed under 2030 background conditions, the following movements experienced 95th percentile queue lengths that exceeded their respective storage:

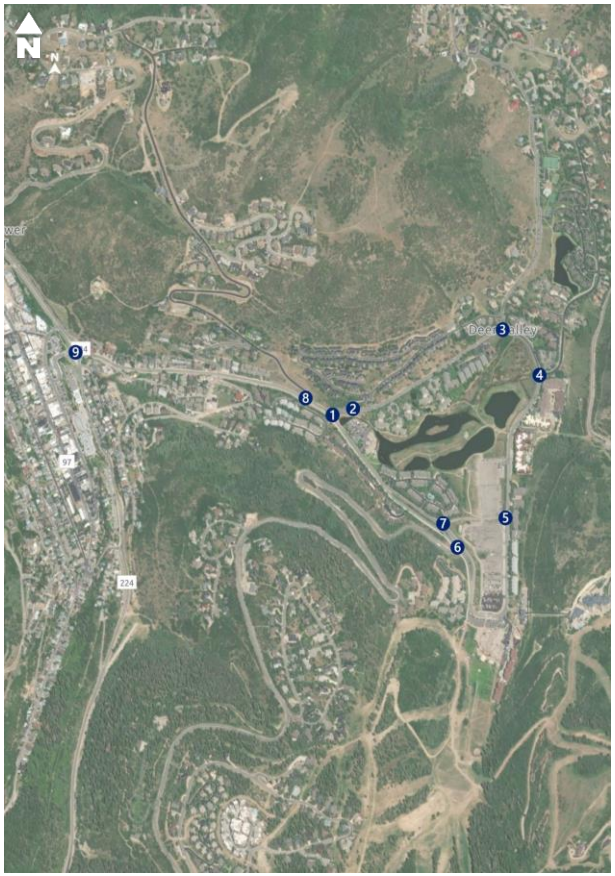
- Deer Valley Drive West / Deer Valley Drive East: The 95th percentile queues of the westbound stop-controlled left turn and right turn movements were both recorded as 257 feet in the PM peak hour versus 170 feet of storage. These queues spill back past the adjacent Amber Road intersection on Deer Valley Drive East. In the northbound direction, the through and right turn movements were recorded as 1,690 feet versus 1,600 feet of storage. These queues spill back past the intersection of Deer Valley Dr West / Doe Pass Rd.

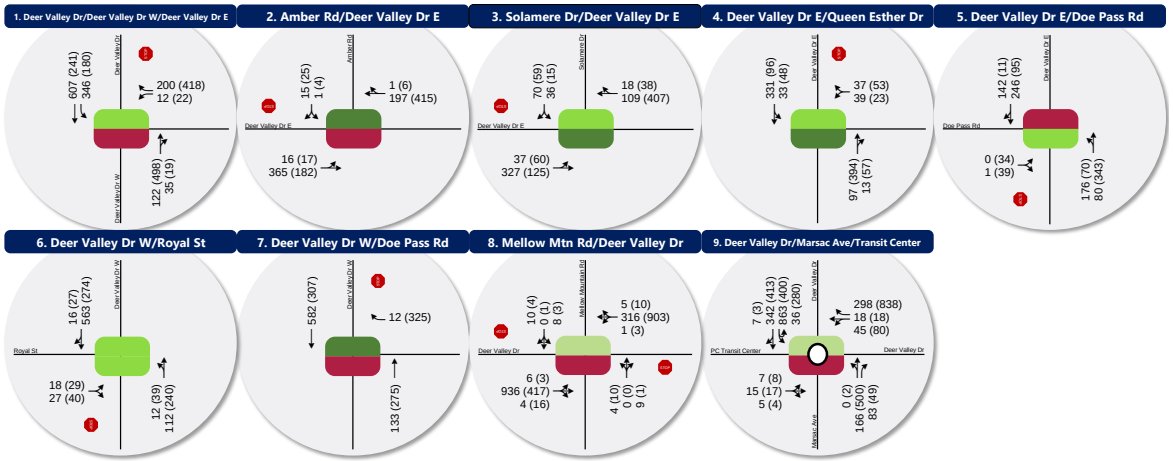
- Deer Valley Dr West / Doe Pass Rd: The 95th percentile queues of the westbound turn movements were recorded as 410 feet in the PM peak hour versus 200 feet of storage.
- Mellow Mountain Rd / Deer Valley Dr: The 95th percentile queues of the westbound left, right, and through turn movements were all recorded as 340 feet in the PM peak hour versus 270 feet of storage. These queues spill back past the Y-intersection.
- Deer Valley Drive / Marsac Ave: The 95th percentile queues of the northbound left and through movements were recorded as 1,985 feet, which almost reaches Hillside Avenue.

It should be noted that although the 95th percentile queues did not exceed storage length. The westbound approach on the Amber Road / Deer Valley Drive East intersection experienced significant queues (over 1,400 feet), and the queues were observed in the model to extend past Solamere Drive occasionally.

5.4 Proposed Mitigations

The concept plan for Snow Park Village proposes signalization of the Deer Valley Drive West / Deer Valley Drive East intersection, which will mitigate the westbound LOS at this intersection. This will also mitigate the queue spillback into the Amber Road / Deer Valley Drive East intersection. Also, Doe Pass Road will be significantly redeveloped with the proposed Village. Therefore, no mitigations are recommended for the Deer Valley Drive West / Deer Valley Drive East, Amber Road / Deer Valley Drive East, and Deer Valley Drive East / Doe Pass Road intersections.





LEGEND

Stop Sign — Signalized

Lane Configuration — AM (PM) / AM (PM) / AM (PM) — Peak Hour Traffic Volume per lane

Intersection Level of Service (LOS):

AM / PM — A B C D E F

Figure 9

Opening Year 2030 Background Saturday AM & PM Peak Hour Traffic Conditions

6. Opening Year (2030) plus Project Conditions

The purpose of the opening year 2030 plus project conditions analysis is to evaluate the impact of the proposed development traffic on the surrounding roadway network in the year 2030, the proposed full build opening year of the development. To analyze this impact, the projected 2030 Saturday AM and PM peak hour background traffic volumes were combined with volumes generated by the development for the Saturday AM and PM peak hours. Intersection LOS analyses were then performed and compared to the results of the background traffic volumes.

6.1 Traffic Volumes

Project-generated traffic (**Figure 8**) was added to the opening year 2030 background volumes (**Figure 9**) to yield Opening Year (2030) Plus Project Saturday AM and PM peak-hour traffic volumes at the study intersections as shown in **Figure 10**. The plus project traffic volumes were rerouted to account for the following characteristics in the build conditions:

- The modified Doe Pass Road, which serves two-way traffic (currently one-way west of parking lots) and direct access parking garage driveways
- New Ski Club and Ski School pick-up/drop-off locations at the south end of Deer Valley Drive East
- Rerouted bus routes due to the new one-way transit hub

Although the volumes were rerouted, this study aimed to evaluate how the study intersections would operate if driving behaviors do not change drastically despite development. Therefore, the traffic distribution of the background traffic at the Deer Valley Drive West / Deer Valley Drive East intersection was not modified significantly, and project traffic was added, along with reduced trips due to the reduced day-skier parking. This resulted in traffic splits similar to existing conditions at the Deer Valley Drive West / Deer Valley Drive East intersection with roughly 35% using Deer Valley Drive East and roughly 65% using Deer Valley Drive West inbound in the AM peak hour, and roughly 45% using Deer Valley Drive East and roughly 55% using Deer Valley Drive West outbound in the PM peak hour.

Additionally, the proposed design presents a passenger pick-up/drop-off and transit hub at the south end of the loop, which is similar to the current configuration, with the change of the loop being one-way, entering from Deer Valley Drive West and exiting onto Deer Valley Drive East. The proposed design includes parking garages to provide comfortable covered parking stalls for the users, with direct access to the Village and ski facilities. This will potentially cause a shift in driving behavior around the loop. A significant amount of current users drop-off passengers before parking the vehicle. The proposed design may encourage vehicles to skip the drop-off and drive directly to the parking garages. For analysis

purposes, current patterns were assumed, where a majority of vehicles travel through the drop-off loop before entering the parking garages. This replicated conservative conditions with congestion in the drop-off loop and higher traffic around the loop.

6.2 Level Of Service Analysis

Using Vissim simulation software and the HCM 7 delay thresholds provided in the Introduction, opening year 2030 background Saturday peak hour LOS was computed for each study intersection. The results of this analysis for the Saturday AM and PM peak hour are reported in **Table 7** (see Appendix for the detailed LOS report).

Table 7: Opening Year 2030 plus Project Conditions Saturday AM & PM Peak Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Deer Valley Dr West / Deer Valley Dr East	AM	Signal	-	-	-	10	B
		PM		-	-	-	35	D
2	Amber Rd / Deer Valley Dr East	AM	SSSC[4]	SB Left	8	A	-	-
		PM		SB Right	15	C	-	-
3	Solamere Dr / Deer Valley Dr East	AM	SSSC	SB Left	8	A	-	-
		PM		SB Left	8	A	-	-
4	Deer Valley Dr East / Queen Esther Dr	AM	SSSC	WB Left	7	A	-	-
		PM		WB Right	8	A	-	-
5	Deer Valley Dr East / Doe Pass Rd	AM	AWSC	SB Thru	25	D	-	-
		PM		SB Right	14	B	-	-
6	Deer Valley Dr West / Royal St	AM	SSSC	EB Right	8	A	-	-
		PM		EB Left	9	A	-	-
7	Deer Valley Dr West / Doe Pass Rd	AM	Roundabout	-	-	-	3	A
		PM		-	-	-	28	D
8	Mellow Mountain Rd / Deer Valley Dr	AM	SSSC	SB Left	18	C	-	-
		PM		SB Right	**40**	**E**	-	-
9	Deer Valley Dr / Marsac Ave	AM	Roundabout	-	-	-	16	C
		PM		-	-	-	**103**	**F**
10	Middle Driveway (P3) / Doe Pass Rd	AM	SSSC	NB Left	10	B	**-**	**-**
		PM		NB Left	**69**	**F**	**-**	**-**
11	East Driveway (P2) / Doe Pass Rd	AM	SSSC	SB Right	9	A	**-**	**-**
		PM		NB Left	10	B	**-**	**-**

12	Deer Valley Dr East / North Driveway (P3)	AM	SSSC	EB Left	17	C	-	-
		PM		EB Left	24	C	-	-
13	Deer Valley Dr East / South Driveway (P1)	AM	SSSC	NB Left	2	A	-	-
		PM		EB Right	8	A	-	-
14	Deer Valley Dr East / Exit Ramps	AM	SSSC	SB Thru	17	C	-	-
		PM		EB Left	10	B	-	-

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle) and is only reported for signalized intersections and roundabouts.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

As shown in **Table 7**, all study intersections operated within acceptable LOS (LOS D or better), with the exception of the following locations:

- Mellow Mountain Road / Deer Valley Drive: LOS E in the PM peak hour (5 southbound right vehicles)
    - This is caused by the vehicles making a southbound right turn on a stop control, looking for a gap in traffic of high volumes exiting the resort in the PM peak hour.
- Deer Valley Drive / Marsac Ave: LOS F in the PM peak hour
    - This is caused by congestion at the roundabout due to high volumes exiting various ski resorts and moving in and out of downtown Park City. The delay is highest for the northbound approach.
- Middle Driveway (P3) / Doe Pass Rd: LOS F in the PM peak hour (278 northbound left vehicles)
    - This is caused by congestion at the Y-intersection which spills back towards Doe Pass Road, also causing a queue on Doe Pass road. This queueing makes it difficult for vehicles to turn onto Doe Pass Road.

6.3 Queue Analysis

Using Vissim simulation software provided in the Introduction, the 2030 plus project Saturday AM and PM peak hour queue lengths were computed for each study intersection at 50th and 95th percentiles (see Appendix for the detailed Queue report).

For all movements at the 14 intersections analyzed under 2030 background plus project conditions, the following movements experienced 95th percentile queue lengths that exceeded their respective storage:

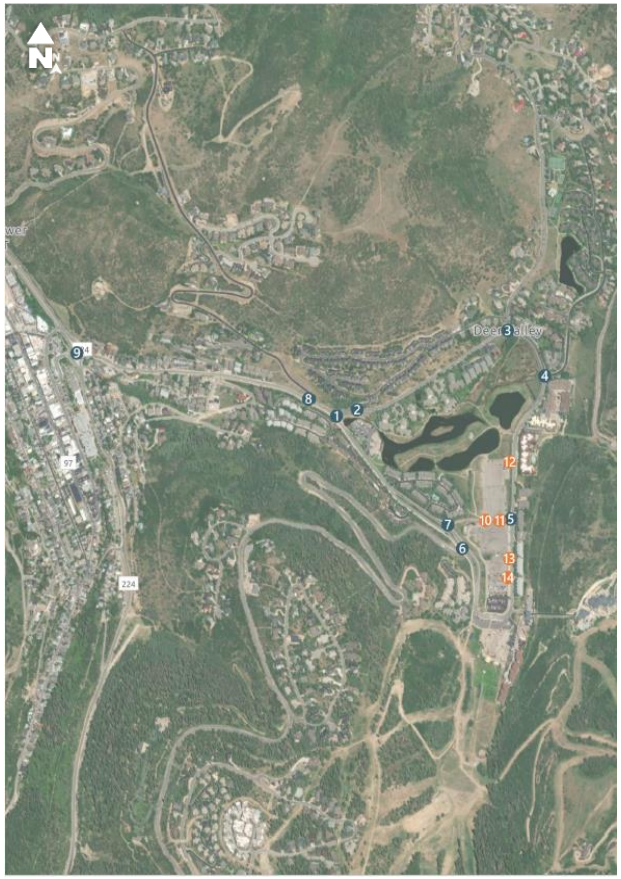
- Deer Valley Dr West / Deer Valley Dr East: The 95th percentile queue of the southbound left and southbound through movements were recorded as 184 and 347 feet versus 120 and 270 feet of storage, respectively, in the AM peak hour. In the PM peak hour, the 95th percentile queue of the

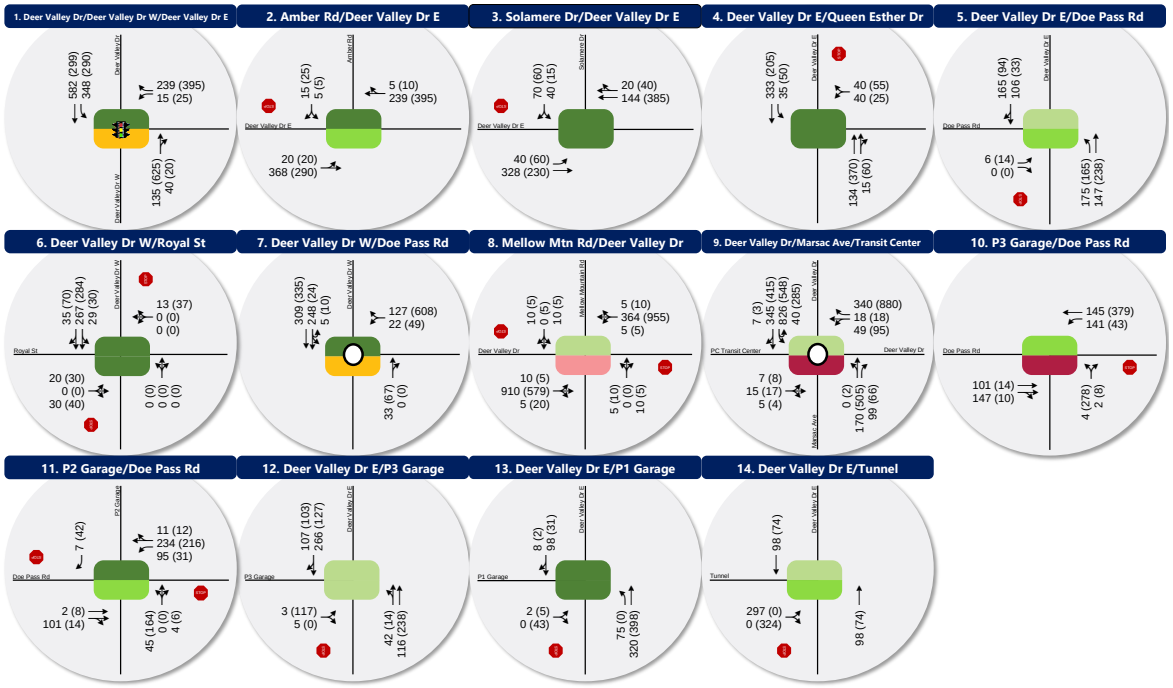
southbound left turn movement was 257 feet versus 120 feet of storage. These queues spill back passed the Mellow Mountain Rd intersection. The 95th percentile queues of the westbound stop-controlled left turn and right turn movements were recorded as 270 and 269 feet, respectively, in the PM peak hour versus 170 feet of storage. These queues spill back past the adjacent Amber Road intersection on Deer Valley Drive East. In the northbound direction, through and right turn movements were recorded as 1,738 feet versus 1,600 feet of storage. These queues spill back past the intersection of Deer Valley Dr West / Doe Pass Rd.

- Deer Valley Dr West / Doe Pass Rd: The 95th percentile queues of the westbound turn movements were recorded as 372 feet in the PM peak hour versus 200 feet of storage.
- Mellow Mountain Rd / Deer Valley Dr: The 95th percentile queues of the westbound left, right, and through turn movements were all recorded as 387 feet in the PM peak hour versus 270 feet of storage. These queues spill back past the Y-intersection.
- Deer Valley Dr / Marsac Ave: The 95th percentile queues of the northbound left, through, and right turn movements were recorded as 2,044, 2,044, and 2,039 feet, respectively, in the PM peak hour versus 1,500 feet of storage.

6.4 Proposed Mitigations

The Snow Park Village site plan includes a proposed signal at the Deer Valley Drive West / Deer Valley Drive East intersection. The intersection is currently a "T"-intersection with free flow movement north/south along Deer Valley West, and a stop-control on the approach of Deer Valley Drive East. Although the analysis results from the model show improved overall LOS and reduced westbound queues at the proposed signal, the congestion between the Marsac roundabout and the Deer Valley Drive West / Deer Valley Drive East intersection still causes delays and significant northbound queues. Improved traffic flow downstream of the Deer Valley Drive West / Deer Valley Drive East intersection will improve the conditions within the Deer Valley loop. This will also clear up the congestion extending to Doe Pass Road, improving the delays at the P3 driveway. Current ongoing studies are evaluating potential mitigations at the Marsac roundabout. Therefore, no mitigation measures were evaluated at the Marsac roundabout for this study.





LEGEND

Stop Sign Signalized

Lane Configuration: AM (PM) / AM (PM) / AM (PM) — Peak Hour Traffic Volume per lane

Intersection Level of Service (LOS):

AM / PM: A B C D E F

Figure 10

Opening Year 2030 Plus Project Saturday AM & PM Peak Hour Traffic Conditions

7. Future 2040 Background Conditions

The purpose of the future 2040 background conditions analysis is to evaluate the study intersections during peak travel periods under projected 2040 traffic volumes. This analysis provides a baseline condition for the year 2040, which can be used to determine future project impacts.

7.1 Traffic Volumes

Traffic volumes for 2040 were estimated using traffic counts and forecasted volumes from the Summit/Wasatch Travel Demand Model (March 2024 version) for 2040. The Summit/Wasatch Travel Demand Model shows a lower annual growth rate in the future by accounting for a higher mode split of transportation – higher use of transit, walking, and biking than previous versions of travel demand models. The following annual growth rates are used on the following roadways to project 2040 background volumes as shown in **Figure 11**.

- 0.12% north of the Marsac Ave Roundabout
- 0.12% between Bonanza and the "Y" intersection
- 0.08% within Deer Valley Loop (Deer Valley Drive East, Deer Valley Drive West, and Doe Pass Road)
- 0.12% on Marsac Ave
- 0.33% on Royal Street

7.2 Level Of Service Analysis

Using Vissim simulation software and the HCM 7 delay thresholds provided in the Introduction, future 2040 background Saturday peak-hour LOS was computed for each study intersection. The results of this analysis for the Saturday AM and PM peak hours are reported in **Table 8** (see Appendix for the detailed LOS report).

Table 8: Future 2040 Background Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Deer Valley Dr West / Deer Valley Dr East	AM	SSSC[4]	WB Left	20	C	-	-
		PM		NB Thru	**56**	**F**	-	-
2	Amber Rd / Deer Valley Dr East	AM	SSSC	SB Right	8	A	-	-
		PM		WB Thru	**216**	**F**	-	-
3	Solamere Dr / Deer Valley Dr East	AM	SSSC	SB Left	10	B	-	-
		PM		EB Left	10	B	-	-
4	Deer Valley Dr East / Queen Esther Dr	AM	SSSC	WB Left	11	B	-	-
		PM		WB Left	9	A	-	-
5	Deer Valley Dr East / Doe Pass Rd	AM	SSSC	NB Left	**74**	**F**	-	-
		PM		EB Left	15	C	-	-
6	Deer Valley Dr West / Royal St	AM	SSSC	EB Left	14	B	-	-
		PM		EB Left	13	B	-	-
7	Deer Valley Dr West / Doe Pass Rd	AM	SSSC	WB Right	9	A	-	-
		PM		WB Right	**93**	**F**	-	-
8	Mellow Mountain Rd / Deer Valley Dr	AM	SSSC	SB Left	18	C	-	-
		PM		SB Left	**54**	**F**	-	-
9	Deer Valley Dr / Marsac Ave	AM	Roundabout	-	-	-	18	C
		PM		-	-	-	**64**	**F**

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle) and is only reported for signalized intersections and roundabouts.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

As shown in **Table 8**, all study intersections operated within acceptable LOS (LOS D or better), with the exception of the following locations:

- Deer Valley Drive West / Deer Valley Drive East: LOS F in the PM peak hour (505 northbound through vehicles)
    - This is caused by a slow rolling queue of vehicles from the Marsac roundabout that extends past the Y-intersection, causing delays at the northbound and westbound approach. It was observed that when this happens, vehicles on the free-flow northbound approach allow for vehicles on the stop-controlled westbound approach to make a turn.

While the stop-controlled westbound approach experiences delays and operates at LOS F, the northbound approach experiences the most delays at this intersection.

- Amber Road / Deer Valley Drive East: LOS F in the PM peak hour (425 westbound through vehicles)
    - This is caused by congestion at the Y-intersection which spills back past Amber Road. This queueing makes it difficult for vehicles to find space to go westbound through.
- Deer Valley Drive East / Doe Pass Road: LOS F in the AM peak hour (180 northbound left vehicles)
    - This is caused by the high volumes of vehicles entering the parking lots from both NB Left and SB Right, the latter of which gets priority which causes a queuing of NB Left vehicles.
- Deer Valley Dr West / Doe Pass Rd: LOS F in the PM peak hour (330 westbound right vehicles)
    - This is caused by congestion at the Y-intersection which spills back towards Doe Pass Rd. This queueing makes it difficult for vehicles to find a gap and turn onto Deer Valley Drive West.
- Mellow Mountain Rd / Deer Valley Dr: LOS F in the PM peak hour (5 southbound left vehicles)
    - This is caused by congestion at the roundabout which spills back passed Mellow Mountain Rd. This queueing makes it difficult for vehicles to find a gap and turn left onto Deer Valley Drive.
- Deer Valley Drive / Marsac Ave: LOS F in the PM peak hour
    - This is caused by congestion at the roundabout due to high volumes exiting various ski resorts and moving in and out of downtown Park City. The delay is highest for the northbound approach.

7.3 Queue Analysis

Using Vissim simulation software provided in the Introduction, the 2040 background Saturday AM and PM peak hour queue lengths were computed for each study intersection at 50th and 95th percentiles (see Appendix for the detailed Queue report).

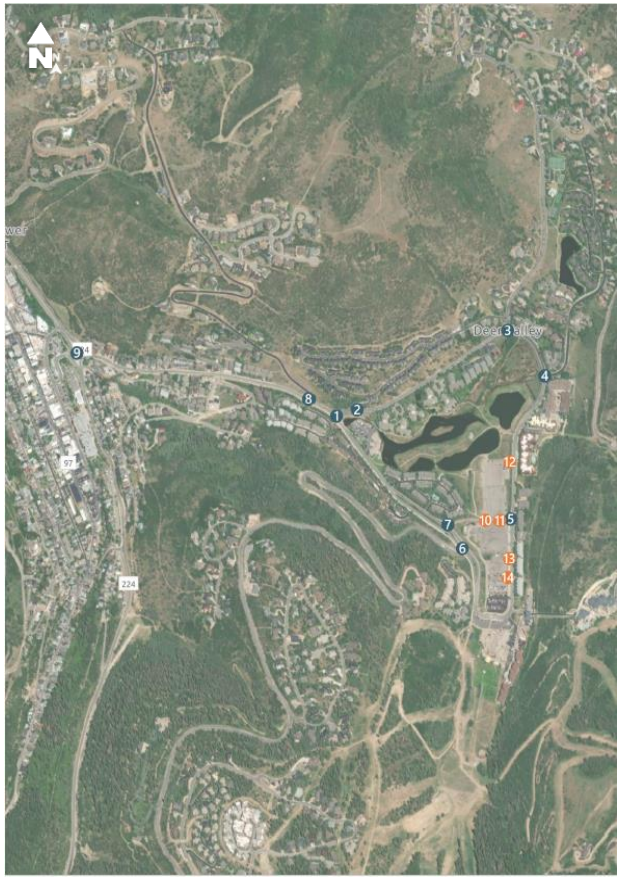
For all movements at the nine intersections analyzed under 2040 background conditions, the following movements experienced 95th percentile queue lengths that exceeded their respective storage:

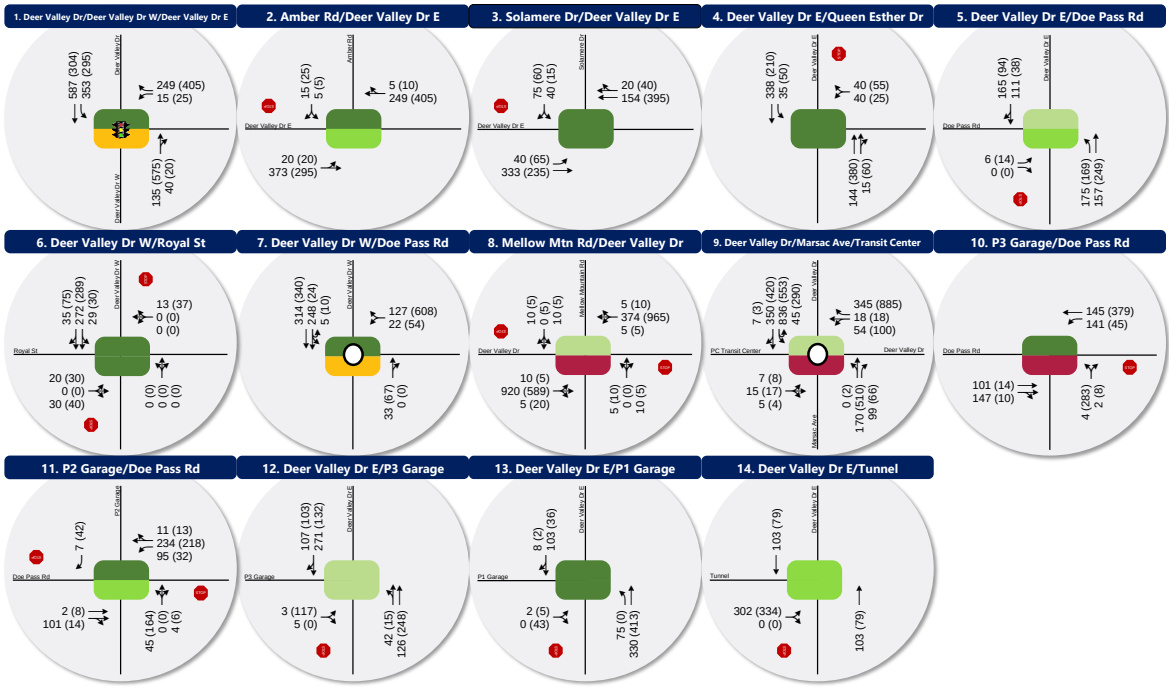
- Deer Valley Drive West / Deer Valley Drive East: The 95th percentile queues of the westbound stop-controlled left turn and right turn movements were both recorded as 257 feet in the PM peak hour versus 170 feet of storage. These queues spill back past the adjacent Amber Road intersection on Deer Valley Drive East. In the northbound direction, the through and right turn movements were recorded as 1,692 and 1,691 feet, respectively, versus 1,600 feet of storage. These queues spill back past the intersection of Deer Valley Dr West / Doe Pass Rd.
- Deer Valley Dr West / Doe Pass Rd: The 95th percentile queues of the westbound turn movements were recorded as 410 feet in the PM peak hour versus 200 feet of storage.

- Mellow Mountain Rd / Deer Valley Dr: The 95th percentile queues of the westbound left, right, and through turn movements were all recorded as 340 feet in the PM peak hour versus 270 feet of storage. These queues spill back past the Y-intersection.
- Deer Valley Drive / Marsac Ave: The 95th percentile queues of the northbound left and through turn movements were recorded as 1,977 feet in the PM peak hour versus 1,500 feet of storage.

7.4 Proposed Mitigations

The concept plan for Snow Park Village proposes signalization of the Deer Valley Drive West / Deer Valley Drive East intersection, which will mitigate the westbound LOS at this intersection. This will also mitigate the queue spillback into the Amber Road / Deer Valley Drive East intersection. Also, Doe Pass Road will be significantly redeveloped with the proposed Village. Therefore, no mitigations are recommended for the Deer Valley Drive West / Deer Valley Drive East, Amber Road / Deer Valley Drive East, and Deer Valley Drive East / Doe Pass Road intersections.





LEGEND

Stop Sign — Signalized

Lane Configuration — AM (PM) / AM (PM) / AM (PM) — Peak Hour Traffic Volume per lane

Intersection Level of Service (LOS):

AM / PM — A B C D E F

Figure 11

Future 2040 plus Project Saturday AM & PM Peak Hour Traffic Conditions

8. Future 2040 plus Project Conditions

The purpose of the future 2040 plus project conditions analysis is to evaluate the impact of the proposed development traffic on the surrounding roadway network in the year 2040, ten years after the opening year. To analyze this impact, the projected 2040 Saturday AM and PM peak hour background traffic volumes were combined with volumes generated by the conceptual development for the Saturday AM and PM peak hours. Intersection LOS analyses were then performed and compared to the results of the background traffic volumes. This comparison shows the impact of the conceptual project in 2040.

8.1 Traffic Volumes

Project-generated traffic (**Figure 8**) was added to the future 2040 background volumes (**Figure 11**) to yield "Future 2040 Plus Project" Saturday AM and PM peak hour traffic volumes at the study intersections as shown in **Figure 12**. The plus project traffic volumes were rerouted to account for the following characteristics in the build conditions:

- The modified Doe Pass Road, which serves two-way traffic (currently one-way west of parking lots) and direct access parking garage driveways
- New Ski Club and Ski School pick-up/drop-off locations at the south end of Deer Valley Drive East
- Rerouted bus routes due to the new one-way transit hub

Although the volumes were rerouted, this study aimed to evaluate how the study intersections would operate if driving behaviors do not change drastically despite development. Therefore, the traffic distribution of the background traffic at the Deer Valley Drive West / Deer Valley Drive East intersection was not modified significantly, and project traffic was added, along with reduced trips due to the reduced day-skier parking. This resulted in traffic splits similar to existing conditions at the Deer Valley Drive West / Deer Valley Drive East intersection with roughly 35% using Deer Valley Drive East and roughly 65% using Deer Valley Drive West inbound in the AM peak hour, and roughly 45% using Deer Valley Drive East and roughly 55% using Deer Valley Drive West outbound in the PM peak hour.

Additionally, the proposed design presents a passenger pick-up/drop-off and transit hub at the south end of the loop, which is similar to the current configuration, with the change of the loop being one-way, entering from Deer Valley Drive West and exiting onto Deer Valley Drive East. The proposed design includes parking garages to provide comfortable covered parking stalls for the users, with direct access to the Village and ski facilities. This will potentially cause a shift in driving behavior around the loop. A significant amount of current users drop-off passengers before parking the vehicle. The proposed design may encourage vehicles to skip the drop-off and drive directly to the parking garages. For analysis

purposes, current patterns were assumed, where a majority of vehicles travel through the drop-off loop before entering the parking garages. This replicated conservative conditions with congestion in the drop-off loop and higher traffic around the loop.

8.2 Level Of Service Analysis

Using Vissim simulation software and the HCM 7 delay thresholds provided in the Introduction, future 2040 plus project Saturday peak hour LOS was computed for each study intersection. The results if this analysis for the Saturday AM and PM peak hours are reported in **Table 9** (see Appendix for the detailed LOS report).

Table 9: Future 2040 plus Project Conditions Saturday AM & PM Peak Hour Level of Service

Intersection				Worst Movement[1]			Overall Intersection[2]	
ID	Location	Period	Control	Movement[3]	Delay Sec/Veh	LOS	Avg. Delay Sec/Veh	LOS
1	Deer Valley Dr West / Deer Valley Dr East	AM	Signal	-	-	-	10	B
		PM		-	-	-	36	D
2	Amber Rd / Deer Valley Dr East	AM	SSSC[4]	SB Left	8	A	-	-
		PM		SB Right	13	B	-	-
3	Solamere Dr / Deer Valley Dr East	AM	SSSC	SB Left	8	A	-	-
		PM		SB Left	8	A	-	-
4	Deer Valley Dr East / Queen Esther Dr	AM	SSSC	WB Left	7	A	-	-
		PM		WB Left	8	A	-	-
5	Deer Valley Dr East / Doe Pass Rd	AM	AWSC	SB Through	25	D	-	-
		PM		SB Right	12	B	-	-
6	Deer Valley Dr West / Royal St	AM	SSSC	EB Right	9	A	-	-
		PM		EB Left	8	A	-	-
7	Deer Valley Dr West / Doe Pass Rd	AM	Roundabout	-	-	-	3	A
		PM		-	-	-	31	D
8	Mellow Mountain Rd / Deer Valley Dr	AM	SSSC	SB Left	20	C	-	-
		PM		SB Left	**78**	**F**	-	-
9	Deer Valley Dr / Marsac Ave	AM	Roundabout	-	-	-	17	C
		PM		-	-	-	**108**	**F**
10	Middle Driveway (P3) / Doe Pass Rd	AM	SSSC	NB Left	10	B	**-**	**-**
		PM		NB Left	**72**	**F**	**-**	**-**
11	East Driveway (P2) / Doe Pass Rd	AM	SSSC	NB Left	9	A	**-**	**-**
		PM		NB Left	10	B	**-**	**-**
12		AM	SSSC	EB Left	17	C	**-**	**-**

	Deer Valley Dr East / North Driveway (P3)	PM		EB Left	23	C	-	-
13	Deer Valley Dr East / South Driveway (P1)	AM	SSSC	NB Left	2	A	-	-
		PM		EB Right	8	A	-	-
14	Deer Valley Dr East / Tunnel Exit	AM	SSSC	EB Left	14	B	-	-
		PM		EB Left	11	B	-	-

Notes:
Bold text indicates intersections operating below Park City's acceptable LOS threshold.
1. This represents the worst approach LOS and delay (seconds/vehicle) and is only reported for unsignalized intersections.
2. This represents the overall intersection LOS and delay (seconds/vehicle) and is only reported for signalized intersections and roundabouts.
3. NB=Northbound, SB=Southbound, EB=Eastbound, WB=Westbound
4. Side-street stop control.

Source: Fehr & Peers.

As shown in **Table 9**, all study intersections operated within acceptable LOS (LOS D or better), with the exception of the following locations:

- Mellow Mountain Road / Deer Valley Drive: LOS F in the PM peak hour (5 southbound left vehicles)
    - This is caused by the vehicles making a southbound left turn on a stop control, looking for a gap in traffic of high volumes exiting the resort in the PM peak hour.
- Deer Valley Drive / Marsac Ave: LOS F in the PM peak hour
    - This is caused by congestion at the roundabout due to high volumes exiting various ski resorts and moving in and out of downtown Park City. The delay is highest for the northbound approach.
- Middle Driveway (P3) / Doe Pass Rd: LOS F in the PM peak hour (283 northbound left vehicles)
    - This is caused by congestion at the Y-intersection which spills back towards Doe Pass Road, also causing a queue on Doe Pass road. This queueing makes it difficult for vehicles to turn onto Doe Pass Road.

8.3 Queue Analysis

Using Vissim simulation software provided in the Introduction, the 2040 plus project Saturday AM and PM peak hour queue lengths were computed for each study intersection at 50th and 95th percentiles (see Appendix for the detailed Queue report).

For all movements at the 14 intersections analyzed under 2040 background plus project conditions, the following movements experienced 95th percentile queue lengths that exceeded their respective storage:

- Deer Valley Dr West / Deer Valley Dr East: The 95th percentile queue of the southbound left and southbound through movements were recorded as 184 and 348 feet versus 120 and 270 feet of storage, respectively, in the AM peak hour. In the PM peak hour, the 95th percentile queue of the

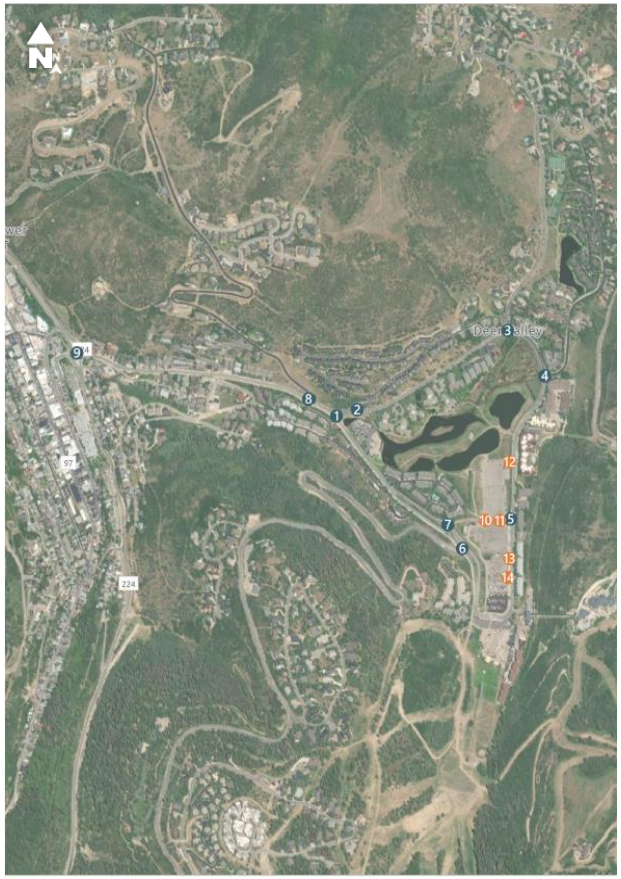
southbound left turn movement was 273 feet versus 120 feet of storage. These queues spill back passed the Mellow Mountain Rd intersection. The 95th percentile queues of the westbound stop-controlled left turn and right turn movements were recorded as 271 and 270 feet, respectively, in the PM peak hour versus 170 feet of storage. These queues spill back past the adjacent Amber Road intersection on Deer Valley Drive East. In the northbound direction, the through and right turn movements were recorded as 1,724 feet versus 1,600 feet of storage. These queues spill back past the intersection of Deer Valley Dr West / Doe Pass Rd.

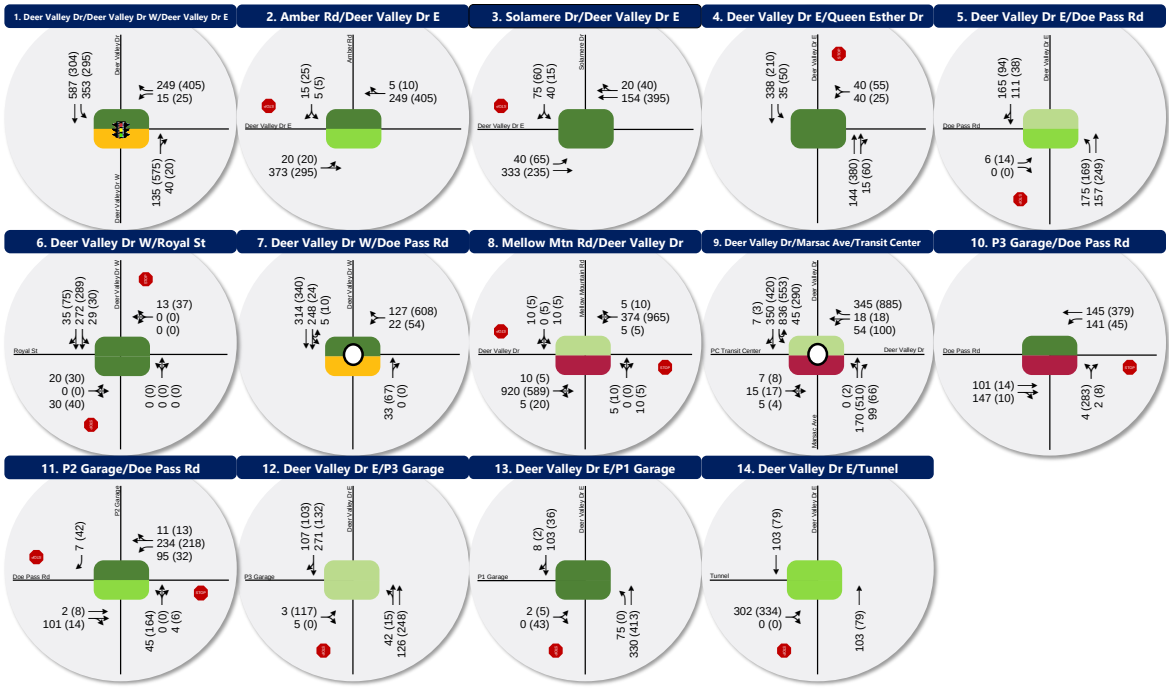
- Deer Valley Dr West / Doe Pass Rd: The 95th percentile queues of the westbound turn movements were recorded as 372 feet in the PM peak hour versus 200 feet of storage.
- Mellow Mountain Rd / Deer Valley Dr: The 95th percentile queues of the westbound left, right, and through turn movements were all recorded as 387 feet in the PM peak hour versus 270 feet of storage. These queues spill back past the Y-intersection.
- Deer Valley Dr / Marsac Ave: The 95th percentile queues of the northbound left, through, and right turn movements were recorded as 2,047, 2,047, and 2,040 feet, respectively, in the PM peak hour versus 1,500 feet of storage.

Figure 13 illustrates the estimated queue lengths under the 2040 plus project conditions at key controlling intersections.

8.4 Proposed Mitigations

The Snow Park Village site plan includes a proposed signal at the Deer Valley Drive West / Deer Valley Drive East intersection. The intersection is currently a "T"-intersection with free flow movement north/south along Deer Valley West, and a stop-control on the approach of Deer Valley Drive East. Although the analysis results from the model show improved overall LOS and reduced westbound queues at the proposed signal, the congestion between the Marsac roundabout and the Deer Valley Drive West / Deer Valley Drive East intersection still causes delays and significant northbound queues. Improved traffic flow downstream of the Deer Valley Drive West / Deer Valley Drive East intersection will improve the conditions within the Deer Valley loop. This will also clear up the congestion extending to Doe Pass Road, improving the delays at the P3 driveway. Current ongoing studies are evaluating potential mitigations at the Marsac roundabout. Therefore, no mitigation measures were evaluated at the Marsac roundabout for this study.





LEGEND

Stop Sign Signalized

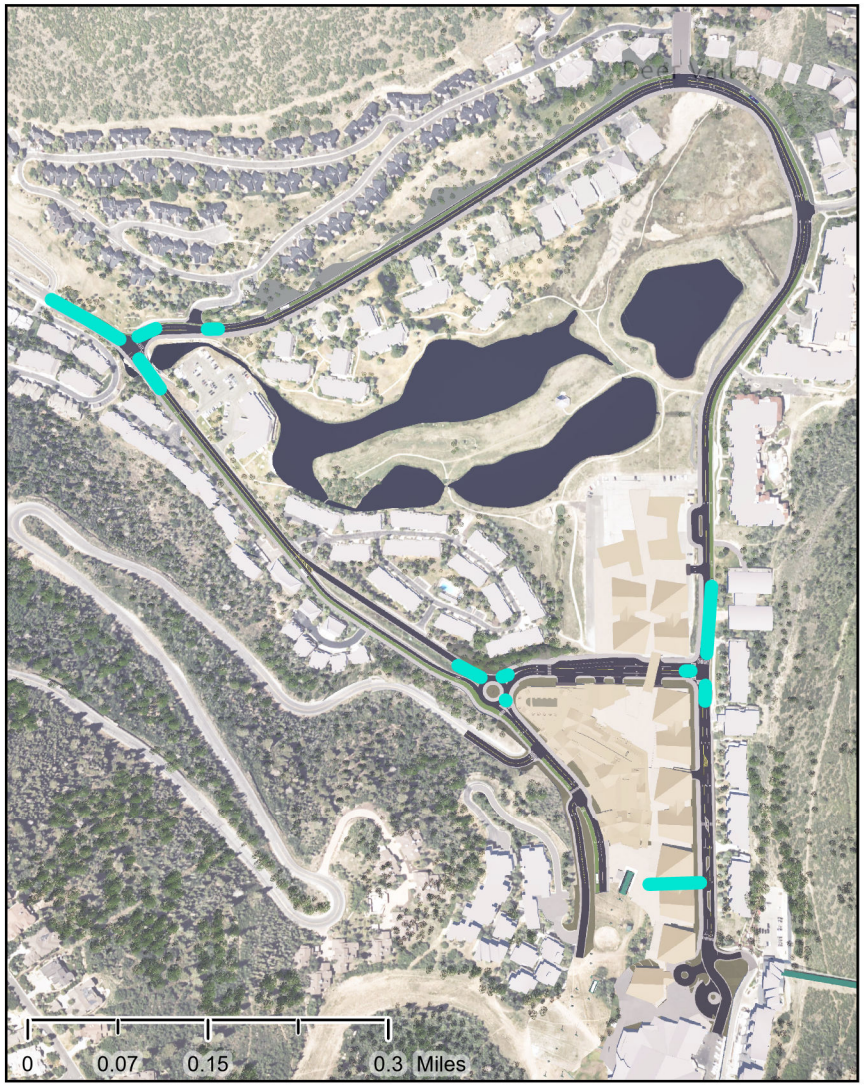
Lane Configuration: AM (PM) / AM (PM) / AM (PM) — Peak Hour Traffic Volume per lane

Intersection Level of Service (LOS):

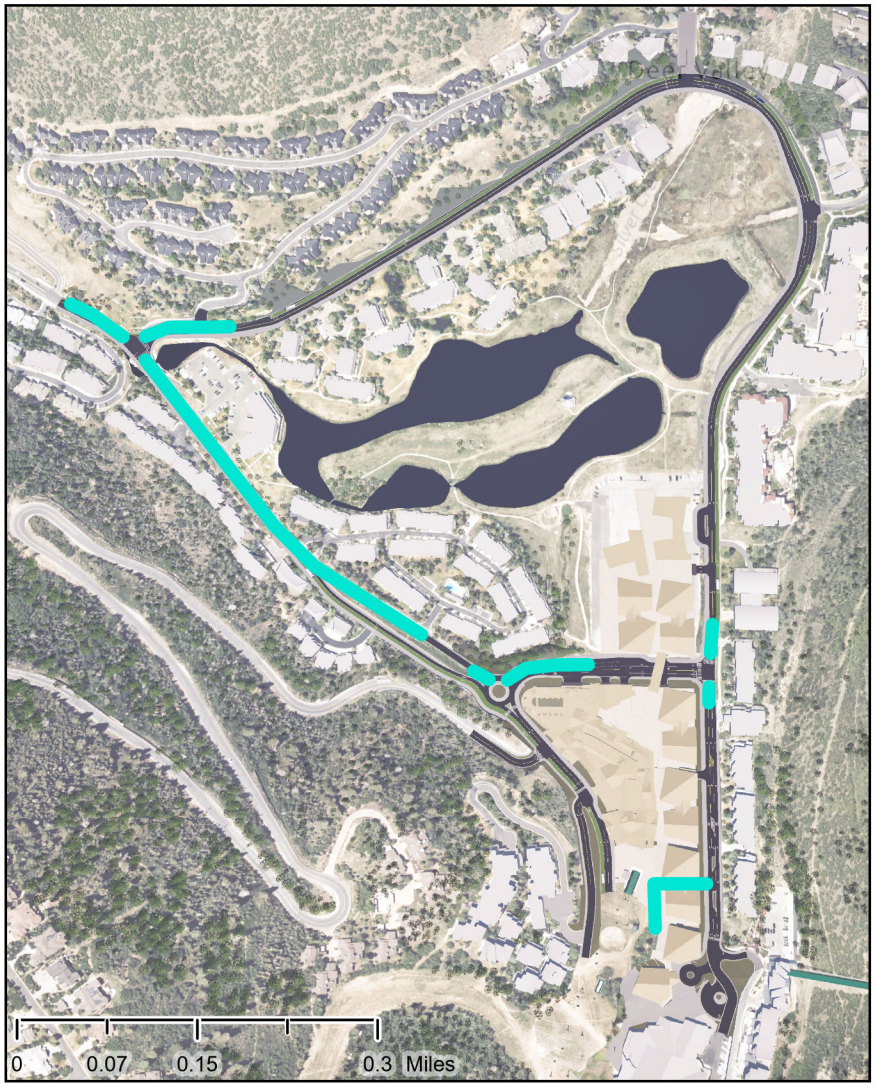
AM / PM: A B C D E F

Figure 12

Future 2040 plus Project Saturday AM & PM Peak Hour Traffic Conditions



AM Peak Hour



PM Peak Hour

Figure 13

9. Roadway Analysis

The purpose of the roadway analysis is to document the Saturday peak hour roadway volumes to determine the LOS of the internal project roadways.

9.1 Roadway Analysis Results

The roadway LOS was calculated based on planning level generalized peak hour two-way volumes for roadway capacities as shown in **Table 10**. These volumes are published by the Florida Department of Transportation (FDOT) based on planning applications of the HCM and are widely used for planning level evaluation of roadway capacity. **Table 10** shows the peak hour two-way capacity estimates for a 2-lane roadway in areas over 5,000 in population not in urbanized areas.

Table 10: Roadway Level of Service Peak Hour Two-Way Traffic Thresholds

Level of Service	Peak Hour Traffic Capacity Estimates
	2 Lanes
LOS B or better	≤ 820
LOS C	821 – 1,550
LOS D	1,551 – 2,190
LOS E or worse	> 2,190

Source: Fehr & Peers, based on FDOT Generalized Peak Hour Two-Way Volumes for areas over 5,000 not in urbanized areas.

The same assumptions used for previous analyses (similar traffic splits at the Deer Valley Drive East / Deer Valley Drive West intersection as current conditions) were applied for the roadway volumes.

Table 11 shows the peak hour roadway LOS analysis for each scenario. As shown in **Table 11**, all internal roadways are expected to operate at LOS C or better with the current 2-lane configuration for all scenarios.

Table 11: Snow Park Village Roadway LOS Analysis Summary

Scenario	Saturday Peak Hour	Deer Valley Dr W (South of Y-intersection)		Deer Valley Dr E (East of Y-intersection)	
		Two-Way Volume[1]	LOS	Two-Way Volume[1]	LOS
Existing	AM	780	A/B	590	A/B
	PM	830	C	680	A/B
Opening Year 2030 plus Project	AM	780	A/B	640	A/B
	PM	970	C	770	A/B
Future 2040 plus Project	AM	780	A/B	660	A/B
	PM	970	C	790	A/B

1.Rounded to the nearest 10.
Source: Fehr & Peers.

Existing roadway count sheets are included in the Appendix.

10. Parking

The purpose of this section is to document the proposed parking supply, and how it is managed is a key element to the overall success of the new Snow Park Village project.

10.1 Parking Supply

The greater Snow Park area currently has, at peak, around 1,700 parking spaces. As a result of a recent agreement with the City, the will be a 20% reduction of day skier spaces after the Snow Park project is constructed. This results in 340 fewer day skier spaces for a new total of 1,360. The new land uses such as the hotel and Event Barn at Snow Park will require parking. The amount allocated to these other uses is 611 spaces, for a total of 1,971 spaces for the overall project.

There will be three levels of structured, controlled parking.

- Level 1 consists of 885 day-skier spaces and 37 spaces for the event barn for a total of 922 spaces.
- Level 2 consists of 476 day-skier spaces, 13 event barn, 119 hotel, and 160 spaces for the condominium parking for a total of 768 spaces.
- Level 3 consists of 250 ski club spaces and 20 condominium spaces for a total of 280 spaces.

The sum of parking stalls across the three levels is 1,971.

10.2 Parking Management

The access by use is:

- Day skiers will access parking from Doe Pass Road and Deer Valley Drive East (for parking at the north end of the project).
- Event Barn patrons will access parking from Doe Pass Road into the P2 entrance and from Deer Valley Drive East into the P3 entrance.
- Hotel guest parking will access their spaces from Doe Pass Road into the P2 entrance.
- Condominium residents will access parking from Doe Pass Road into the P2 entrance and from Deer Valley Drive East into the P1 entrance.
- Last, ski club members will access their spaces from Deer Valley Drive East into the P1 entrance.

The overall parking management will use state-of-the-art parking technologies such as individual parking stall availability notifications, parking level availability (mostly for day-skiers) and other dynamic wayfinding messaging. The day-skier parking will be paid and the transaction will occur on departure to ensure the guest arrival experience is as smooth as possible.

11. Traffic Safety

11.1 Existing Safety Trends

The AASHTOW are Safety database contains details about location features, crash types, contributing circumstances, and other factors associated with recorded crashes. An analysis of crash data from the past five years (2019-2023) was conducted to identify crash patterns at the nine study intersections providing access to the project site, in addition to segment-level crashes along the Deer Valley Drive loop. Details of the 5-year crash history at the study intersections are presented in Error! Reference source not found.. A total of 24 crashes occurred at all study intersections, in addition to 19 segment-level crashes along Deer Valley Drive. Of all crashes in the study area, none involving pedestrians or bicycles were reported during the five-year period. Two crashes resulted in serious injury, while no fatalities were reported. These serious injuries both occurred at the intersection of Deer Valley Drive and Marsac Avenue, with exact contributing circumstances detailed below:

1. A single-unit semi-truck entering a roundabout failed to yield to an SUV already circulating through the roundabout.
2. A heavy vehicle's brakes or other safety equipment failed, resulting in a downhill runaway that struck two vehicles within the roundabout.

Table 12: Five-Year (2019-2023) Crash History, by Severity

ID	Location	PDO[1]	Possible Injury	Minor Injury	Serious Injury	Fatality
1	***Deer Valley Drive East & Solamere Drive***	2	1	0	0	0
2	***Deer Valley Drive East & Queen Esther Drive[2]***	0	0	0	0	0
3	***Deer Valley Drive North / Amber Road***	1	0	0	0	0
4	***Deer Valley Drive & Mellow Mountain Rd***	2	0	0	0	0
5	***Deer Valley Drive West & Doe Pass Rd[2]***	0	0	0	0	0
6	***Deer Valley Drive & Marsac Ave***	10	1	0	2	0
7	***Deer Valley Drive East & Deer Valley Drive West***	2	0	0	0	0
8	***Deer Valley Dr S & Royal St***	3	0	0	0	0
9	***Deer Valley Drive East & Doe Pass Road[2]***	0	0	0	0	0
-	***Deer Valley Drive East of Marsac Avenue***	11	5	3	0	0

11.2 Future Safety Trends

Under both project and future conditions volumes are anticipated to increase, which will result in an increased potential for vehicle conflicts as well as pedestrian/bicycle interactions with vehicles. Because of the limited crash history within the study area, future crash trends were not estimated. However, three proposed operational mitigations at the study intersections that may result in a reduced likelihood of future crashes around the proposed site. Each operational mitigation is listed below with their corresponding intersection ID and name, as well as the crash modification factor (CMF) associated with the respective mitigation:[1]

1. **Deer Valley Drive W and Doe Pass Road**: Conversion from side-street stop-control to roundabout. CMF of 0.29, or a potential crash reduction from baseline conditions of 71%.[2]

[1] The Highway Safety Manual (HSM) and CMF Clearinghouse identify the crash modification factors (CMF's) associated with a variety of potential mitigations. The CMF represents a measure of how crashes under the mitigated case compare to a baseline case (in the case of intersections, the baseline case is typically assumed to be a stop-controlled intersection unless otherwise specified). As an example, a CMF of 0.89 represents a potential reduction in crashes of 11% when compared to baseline conditions.

[2] Utah Department of Transportation specific CMF, which has been vetted and calibrated for Utah.

2. **Deer Valley Drive E and Deer Valley Drive W**: Conversion from side-street stop-control to signalized intersection. CMF of 0.56, or a potential crash reduction from baseline conditions of 44%.
3. **Deer Valley Drive E and Doe Pass Road**: Conversion from side-street stop-control to all-way stop-control. CMF of 0.25, or a potential crash reduction from baseline conditions of 75%.

12. Transit Evaluation

This section includes an evaluation of existing transit service and infrastructure, as well as a breakdown of estimated mode shares and trips.

12.1 Existing Transit Service

In addition to a multitude of private shuttles and buses, there are two public transit operators providing transit service to and from Deer Valley: Park City Transit and High-Valley Transit. High Valley Transit operates one route that services Deer Valley:

- 101 – Spiro / 224 Local that services Deer Valley (30 min headway)
- 106 – Wasatch Black Connector (60 minute headway)

Park City Transit operates seven routes that service Deer Valley:

- 1 Red: Prospector Square – Deer Valley (30 min headway)
- 2 Green: Park Meadows/Thaynes Canyon – Deer Valley (30 min headway)
- 3 Blue: Thaynes Canyon/Park Meadows – Deer Valley (30 min headway)
- 5 Yellow: Prospector Square – Deer Valley (30 min headway)
- 8 Brown Richardson Flat Park & Ride– Deer Valley (20 min headway)
- 40 Bronze: Main Street – Royal Street – Silver Lake Lodge (30 min headway)
- 50 Teal: Prospector Square – Deer Valley (30 min headway)

Local bus stops are provided along both sides of Deer Valley Drive East and Deer Valley Drive West, allowing transit riders to board buses that are Deer Valley- or Old Town-bound. For such bus stops, an extensive multiuse path on both sides of the roads will be built with striped crosswalks fitted with flashing beacons to increase safety for those utilizing non-motorized transportation. At the southern end of the Deer Valley Drive in the Transit Hub below Snow Park base area, there are one-directional bus stops that can accommodate up to six buses at once.

12.2 Estimated Mode Share

As a result of the 20% reduction in available day skier parking stalls and updates to the Summit/Wasatch Travel Demand Model, the estimated mode shares for walk/bike and transit are estimated to be 3% of trips will be from walking or biking while 5% of trips will be from transit. All transit starting from and ending at the Resort will occur at the Transit Hub located in P3 of the parking garage. This results in transit rides using a series of internal escalators to move between the Transit Hub and Snow Park Lodge keeping them entirely protected from typical roadways.

13. Transportation Demand Management

Park City, through its ongoing Transportation Master Plan update, has identified the laudable and ambitious goal of reducing vehicle trips by 20% throughout Park City. The City is tackling this challenge through a variety of strategies, including but not limited to the following:

1. Updates to the local and regional transit system
2. Coordination with partner agencies to implement greater park-and-ride capacity
3. Expansion of high-quality active transportation facilities throughout Park City
4. Partnerships with private developments to implement and operate comprehensive Transportation Demand Management (TDM) programs

While not specifically required by the City's TIS Guidelines, Deer Valley is aligned, and will continue to support, furthering the City's broader trip reduction goal. Deer Valley will continue to operate its robust TDM program, and expand on current offerings. A high-level summary of the Deer Valley TDM Plan is shown below in **Table 13**. In addition, there is a proposed regionally significant remote park and ride facility that both the City and Deer Valley will cooperate on planning, construction, and management.

Table 13: TDM Measures

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

Source: Deer Valley

13.1 TDM Monitoring

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

Ongoing, real-time traffic monitoring will be enabled by a Deer Valley-funded and managed traffic monitoring station at the Deer Valley Drive / Deer Valley Drive East / Deer Valley Drive West intersection. This will allow for ongoing traffic counts, recording of queueing via still imagery, and year-over-year comparison at a crucial intersection in Park City.

The TDM coordinator will be responsible for ongoing collaboration and coordination with PCMC staff to ensure that goals are shared and TDM measures managed by Deer Valley are complementing those enacted by the City. To that end, semiannual meetings will take place among Deer Valley, PCMC staff, and other TDM coordinators:

- Prior to each ski season, relevant parties will gather to share relevant updates for the upcoming season, and identify potential opportunities for collaboration, share expectations for the coming months, and discuss performance metrics to be tracked
- Following each ski season, the same parties will meet to share lessons learned and review program performance as recorded by agreed-upon performance metrics, and establish potential action items during the off-season

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

14. Conclusion/Recommendation

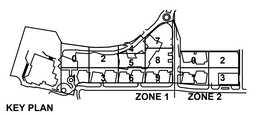
The proposed design of the Snow Park Village development contains similarities to the current roadway circulation with several improvements:

- The proposed multi-level underground facility contains a pick-up/drop-off for passenger vehicles on one level, and a transit hub for the buses and shuttles, providing a full loop similar to the current configuration. The tunnel will provide a one-way loop, entering from Deer Valley Drive West and exiting onto Deer Valley Drive East.
- To accommodate for the traffic on Deer Valley Drive West accessing the tunnel and development traffic on Doe Pass Road, a roundabout is proposed at the Deer Valley Drive West / Doe Pass Road.
- The Deer Valley Drive East / Doe Pass Road is proposed to be an all-way stop controlled intersection.
- A new traffic signal is proposed at the Deer Valley Drive West / Deer Valley Drive East intersection to mitigate the intersection delays.
- Improvements are also proposed at the Solamere Drive and Queen Esther Drive intersections on Deer Valley Drive East, providing left turn pockets.
- A Shared Managed Lane (SML) will provide a travel time advantage to buses access the new underground mobility hub.
- A complete, robust active transportation network around the Loop.
- A reduced day skier parking count along with paid parking.

With the improvements in place, all study intersections at which mitigations are feasible and supported by the community operate at acceptable levels of service under all Plus Project analysis scenarios, with the exception of the Mellow Mountain Road / Deer Valley Drive intersection and the Deer Valley Drive / Marsac Avenue roundabout. Through dedicated transit infrastructure, improved active transportation connections between the Project and Park City's existing active transportation network, a fully reworked parking system, and management of ongoing TDM offerings in addition to new measures, the Snow Park Village proposal aligns with the City's *Transit First* policy by encouraging travel by means other than driving alone.

Appendix

Attachment A:
Site Circulation Plan



KEY PLAN

ALLIANCE ENGINEERING
P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

skylab GBD

ARCHITECTURE
INTERIOR DESIGN
1825 NW VAUGHN STREET
PORTLAND, OR 97209

OFFICE 503 525 9315
SKYLABARCHITECTURE.COM

GBD Architects, Incorporated
1120 NW Couch St.
Ste. 300
Portland, OR 97209

Tel. (503) 224-9656
gbdarchitects.com

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DEER VALLEY SNOW PARK VILLAGE

ADDRESS
2250 Deer Valley Drive S
Park City UT 84060

PROJECT #
23045

DATE
SEPTEMBER 20, 2024

ISSUANCE
100% DD - PODIUM

REVISION

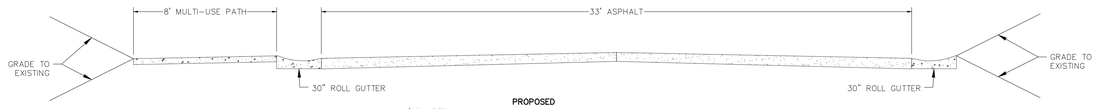
NOT FOR CONSTRUCTION

SHEET
SNOW PARK DEER VALLEY ACCESS EXHIBITS

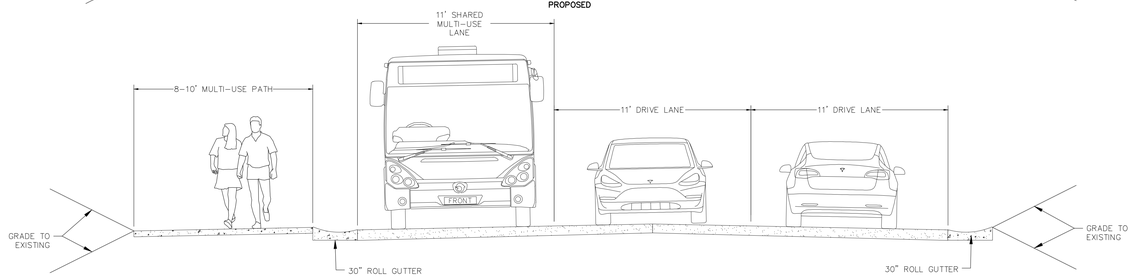
EX-1

1. DEER VALLEY DRIVE WEST

EXISTING

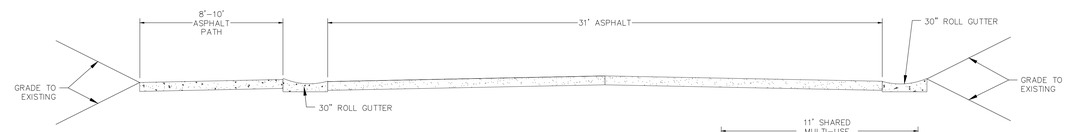


PROPOSED



2. DEER VALLEY DRIVE EAST

EXISTING



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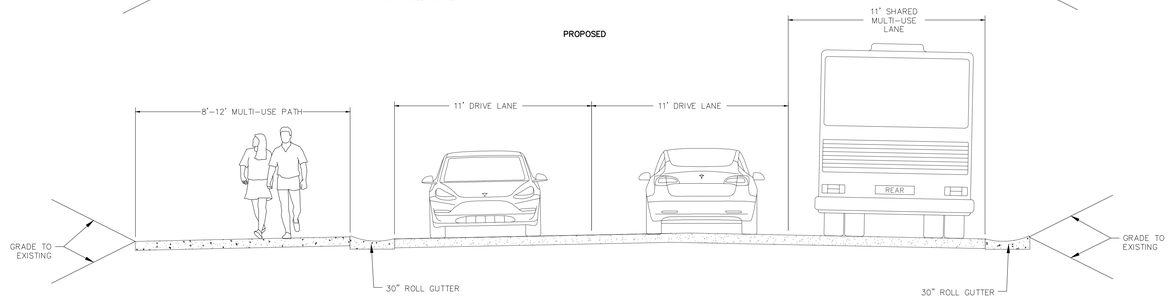

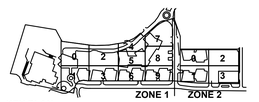

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PARK CITY, UT 84098 | 435-649-9467

skylab GBD

ARCHITECTURE
INTERIOR DESIGN
1825 NW VAUGHN STREET
PORTLAND, OR 97209

OFFICE 503 525 9315
SKYLABARCHITECTURE.COM

GBD Architects, Incorporated
1120 NW Couch St.
Ste. 300
Portland, OR 97209

Tel. (503) 224-9656
gbdarchitects.com

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DEER VALLEY SNOW PARK VILLAGE

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PROJECT #
23045

DATE
SEPTEMBER 20, 2024

ISSUANCE
100% DD - PODIUM

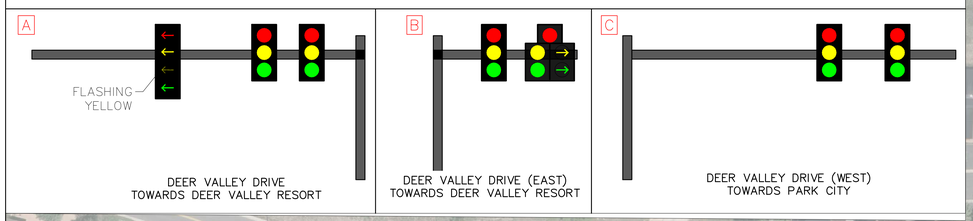
REVISION

NOT FOR CONSTRUCTION

SHEET
SNOW PARK DEER VALLEY CROSS SECTIONS

EX-1.1

TRAFFIC SIGNAL VIEWS



MELLOW MOUNTAIN RD

DEER VALLEY DRIVE

STONEBRIDGE CIRCLE

5' BIKE LANE

NEW 4'-W SIDEWALK TO CONNECT TO EXISTING AT AMBER RD

AMBER ROAD

NEW 12'-W MULTI-USE PATH

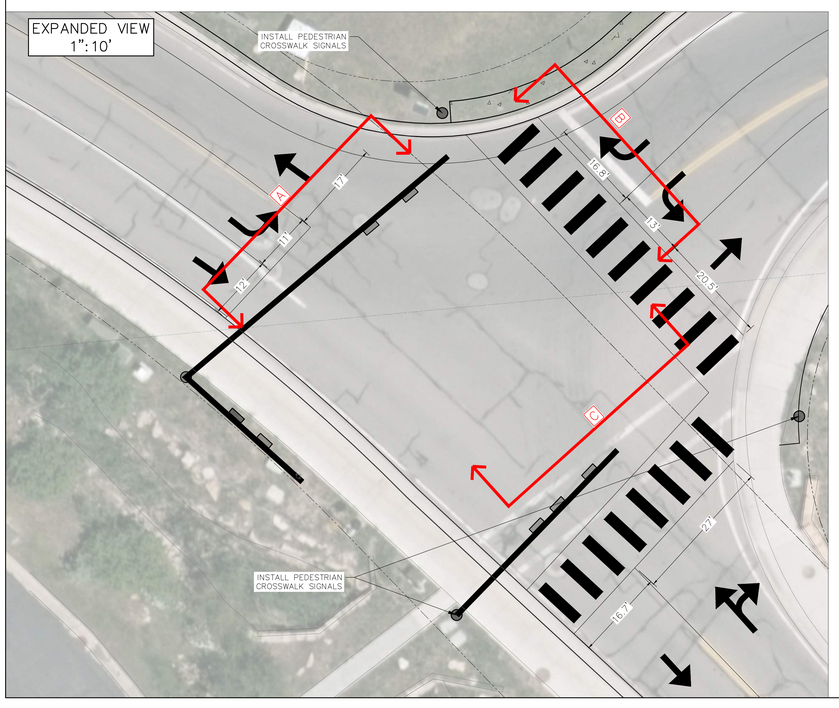
SEE EXPANDED VIEW

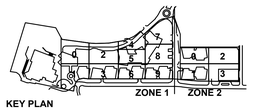
8'-WIDE MULTI-USE PATH @ BRIDGE

DEER VALLEY DRIVE

40' 0 40' 80'

EXPANDED VIEW
1":10'





KEY PLAN

ALLIANCE ENGINEERING

P.O. BOX 2664 | 2700 W. HOMESTEAD RD. STE 50,
PARK CITY, UT 84098 | 435-649-9467

skylab GBD

ARCHITECTURE
INTERIOR DESIGN
1825 NW VAUGHN STREET
PORTLAND, OR 97209

OFFICE 503 525 9315
SKYLABARCHITECTURE.COM

GBD Architects, Incorporated
1120 NW Couch St.
Ste. 300
Portland, OR 97209

Tel. (503) 224-9656
gbdarchitects.com

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DEER VALLEY SNOW PARK VILLAGE

ADDRESS
2250 Deer Valley Drive S
Park City UT 84060

PROJECT #
23045

DATE
SEPTEMBER 20, 2024

ISSUANCE
100% DD - PODIUM

REVISION

NOT FOR CONSTRUCTION

SHEET
SNOW PARK DEER VALLEY ACCESS EXHIBITS

EX-2

SECTION VIEW DIRECTION

11'-WIDE LEFT TURN LANE (L=100') TO SOLAMERE DR.

L=250' (25 MPH * 10 LF/MPH) TAPER

EASEMENT REQUIRED FROM FIRE DISTRICT FOR MULTI-USE PATH.

SOLAMERE DR.

DASHED L=175' FOR VEHICLE ACCESS TO RIGHT TURN

11'-WIDE MERGING LANE (L=125')

CITY TO SUPPORT WIDENING OF ROAD AND MULTI-USE PATHWAY INTO POTENTIALLY SENSITIVE AREAS.

12'-WIDE MULTI-USE PATH

L=150' TAPER

GRADING TO EXTEND FURTHER INTO POTENTIALLY SENSITIVE AREA OR RETAINING WALL & RAILING REQ'D.

11'-WIDE LEFT TURN LANE (L=100') TO QUEEN ESTHER DR.

EXTEND CULVERT AND PROVIDE RIP-RAP AT NEW FLARED-END SECTION. MATCH EXISTING CULVERT SIZE.

QUEEN ESTHER DR.

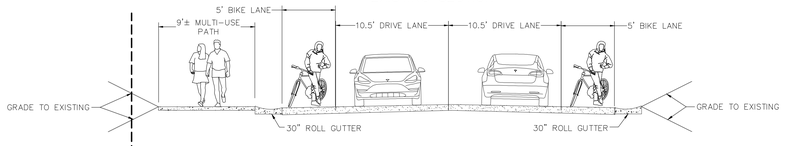
11'-WIDE MERGING LANE (L=100')

DASHED L=175' FOR VEHICLE ACCESS TO RIGHT TURN

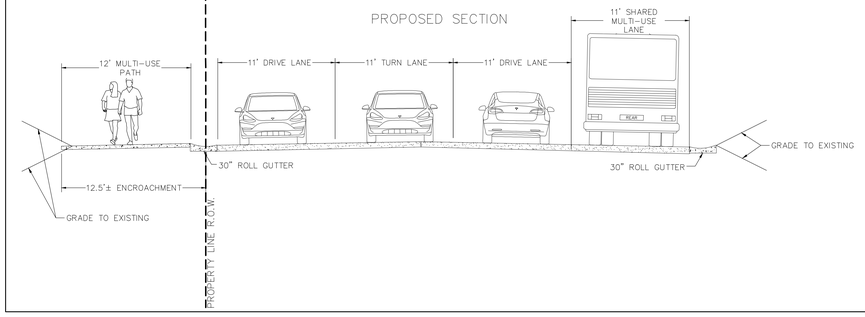
40' 0 40' 80'

DEER VALLEY DRIVE (EAST) – SOLAMERE TURN LANE SECTION

EXISTING SECTION



PROPOSED SECTION



KEY PLAN

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Park City UT 84060

PROJECT #
23045

DATE
SEPTEMBER 20, 2024

ISSUANCE
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REVISION

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SHEET
SNOW PARK DEER VALLEY ACCESS EXHIBITS

EX-3

MULTI-USE PATH

SIDEWALK

8'-10' WIDE MULTI-USE PATH

8'-12' WIDE MULTI-USE PATH

8'-10' WIDE MULTI-USE PATH

5' WIDE SIDEWALK

12' WIDE MULTI-USE PATH

TRANSIT CENTER & PASSENGER DROP OFF RAMP BELOW GRADE

6' WIDE SIDEWALK

PROPOSED PLAZA

PROPOSED PLAZA

12' WIDE MULTI-USE PATH

8'-12' WIDE MULTI-USE PATH

12' WIDE MULTI-USE PATH

5' WIDE SIDEWALK

12' WIDE MULTI-USE PATH

SKIER CLUB & SKI SCHOOL DROP OFF

ROYAL STREET

DEER VALLEY PLAZA

ASPEN WOOD CONDOMINIUMS

PINNACLE AT DEER VALLEY

IN THE TREES AT DEER VALLEY

FAWNGROVE

LAKESIDE AT DEER VALLEY

TRAIL'S END AT DEER VALLEY

DEER VALLEY RESORT

SNOW PARK LODGE

BLACK DIAMOND

POWDER RUN

RED STAG LODGE

COMSTOCK

COURCHEVEL

SILVER BARON LODGE AT DEER VALLEY

BRISTLECONE

AMBER/ DAYSTAR

FIRE STATION

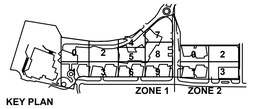
CHAPARRAL

GLENFIDDICH

WILDFLOWER

LODGES AT DEER VALLEY

120' 0 120' 240'



KEY PLAN

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SEPTEMBER 20, 2024

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REVISION

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SHEET
SNOW PARK DEER VALLEY ACCESS EXHIBITS

EX-4

PEDESTRIAN ACCESS

10' WIDE MULTI-USE PATH

12' WIDE MULTI-USE PATH

5' SIDEWALK

TRANSIT CENTER & PASSENGER DROP OFF RAMP BELOW GRADE

7' SIDEWALK TO BELOW GRADE PASSENGER DROP OFF

PROPOSED PLAZA

PEDESTRIAN BRIDGE OVER DOE PASS (TYP.)

12' WIDE MULTI-USE PATH

GARAGE ENTRANCE (TYP.)

SKIER CLUB & SKI SCHOOL DROP OFF

DEER VALLEY DRIVE (EAST)

DEER VALLEY DRIVE (WEST)

DOE PASS

6' SIDEWALK

12' WIDE MULTI-USE PATH

PARK TRAIL ENTRANCE

PROPOSED PLAZA

12' WIDE MULTI-USE PATH

PASSENGER DROP OFF

TRAIL'S END AT DEER VALLEY

LAKESIDE AT DEER VALLEY

SNOW PARK LODGE

POWDER RUN

RED STAG LODGE

COMSTOCK

COURCHEVEL

60' 0 60 120'

ZONE 1 ZONE 2

KEY PLAN

ALLIANCE ENGINEERING

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INTERIOR DESIGN
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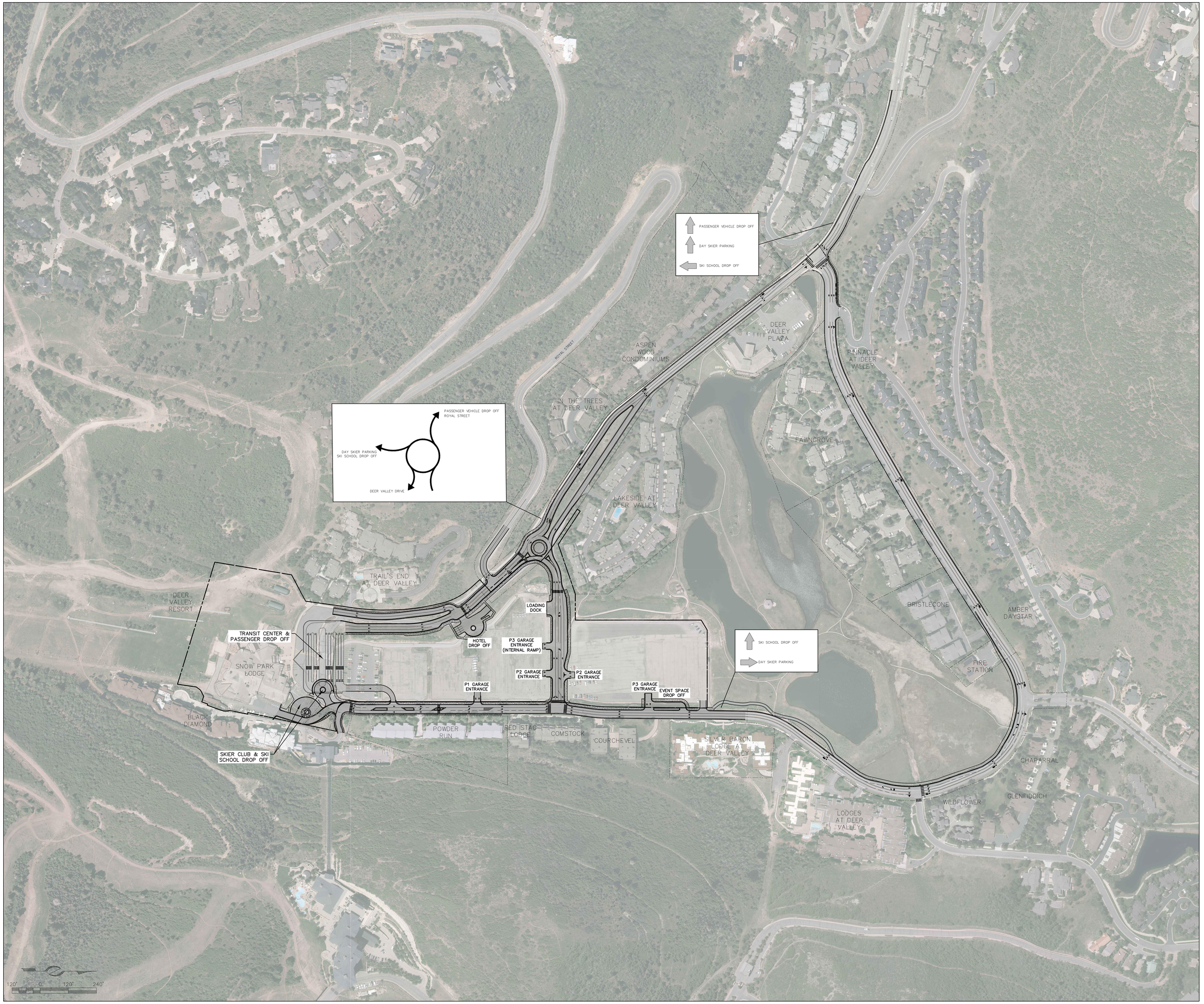
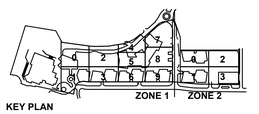
SHEET
SNOW PARK DEER VALLEY ACCESS EXHIBITS

EX-5





KEY PLAN

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INTERIOR DESIGN
1025 NW VAUGHN STREET
PORTLAND, OR 97209

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SKYLABARCHITECTURE.COM

GBD
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1120 NW Couch St.
Ste. 300
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DEER VALLEY SNOW PARK VILLAGE

ADDRESS
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Park City UT 84060

PROJECT #
23045

DATE
SEPTEMBER 20, 2024

ISSUANCE
100% DD - PODIUM

REVISION

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SHEET
SNOW PARK DEER VALLEY ACCESS EXHIBITS

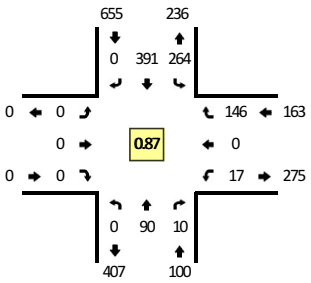
EX-6

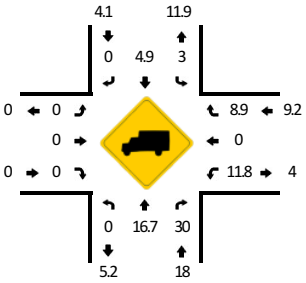
Attachment B: Counts

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

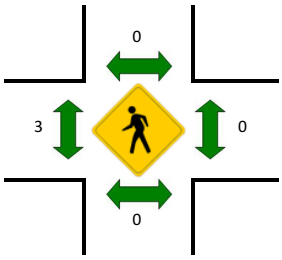
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 1) | **QC JOB #:** 16467001
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 9 2024

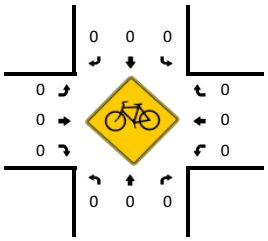
Peak-Hour: 8:30 AM -- 9:30 AM
Peak 15-Min: 8:45 AM -- 9:00 AM

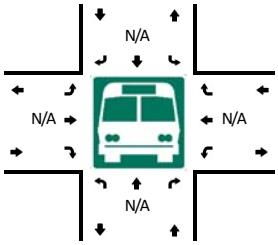


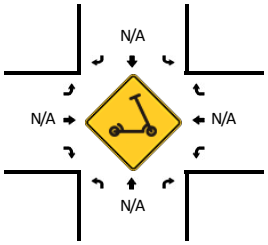


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 1) (Eastbound)				Deer Valley Dr N (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	14	3	0	49	89	0	0	0	0	0	0	4	0	37	0	196	
8:15 AM	0	16	3	0	53	84	0	0	0	0	0	0	3	0	38	0	197	
8:30 AM	0	17	1	0	71	112	0	0	0	0	0	0	4	0	37	1	243	
8:45 AM	0	33	2	0	78	110	0	0	0	0	0	0	1	0	39	0	263	899
9:00 AM	0	15	4	0	59	94	0	0	0	0	0	0	6	0	36	0	214	917
9:15 AM	0	25	3	0	56	75	0	0	0	0	0	0	5	0	34	0	198	918
9:30 AM	0	26	5	0	45	92	0	0	0	0	0	0	5	0	39	0	212	887
9:45 AM	0	39	3	0	45	75	0	0	0	0	0	0	6	0	46	0	214	838

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	132	8	0	312	440	0	0	0	0	0	0	4	0	156	0	1052
Heavy Trucks	0	4	4		0	24	0		0	0	0		0	0	16		48
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/14/2024 10:26 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

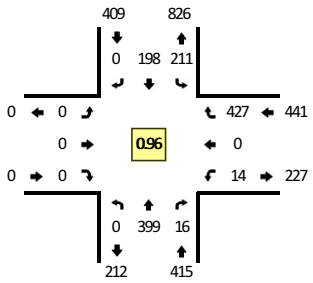
Type of peak hour being reported: Intersection Peak

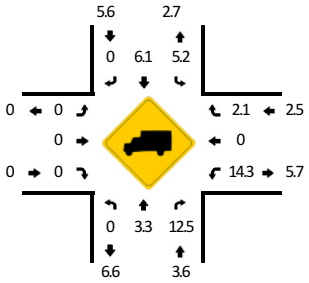
Method for determining peak hour: Total Entering Volume

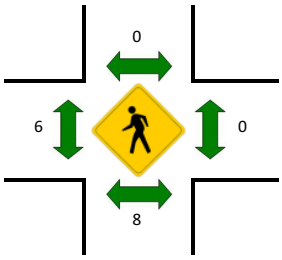
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 1)
CITY/STATE: Park City, UT

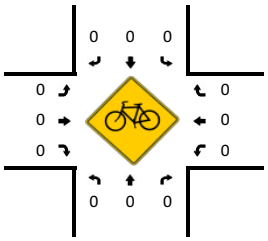
QC JOB #: 16467002
DATE: Fri, Feb 9 2024

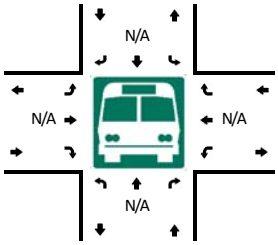
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 3:45 PM -- 4:00 PM

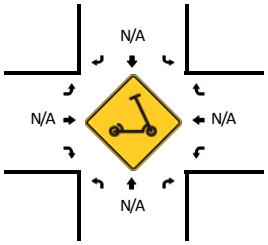












15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 1) (Eastbound)				Deer Valley Dr N (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	64	1	0	39	46	0	0	0	0	0	0	5	0	111	0	266	
3:45 PM	0	77	5	0	57	64	0	0	0	0	0	0	7	0	121	0	331	
4:00 PM	0	104	5	0	51	39	0	0	0	0	0	0	5	0	111	0	315	
4:15 PM	0	106	3	0	55	61	0	0	0	0	0	0	0	0	96	0	321	1233
4:30 PM	0	112	3	0	48	34	0	0	0	0	0	0	2	0	99	0	298	1265
4:45 PM	0	112	2	0	46	53	0	0	0	0	0	0	2	0	98	0	313	1247
5:00 PM	0	118	4	0	37	40	0	0	0	0	0	0	3	0	100	0	302	1234
5:15 PM	0	88	4	0	46	47	0	0	0	0	0	0	3	0	100	0	288	1201

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	308	20	0	228	256	0	0	0	0	0	0	28	0	484	0	1324
Heavy Trucks	0	28	4		16	12	0		0	0	0		0	0	16		76
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

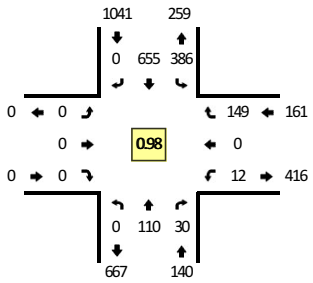
Report generated on 2/14/2024 10:26 AM

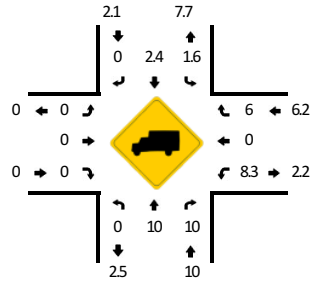
SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

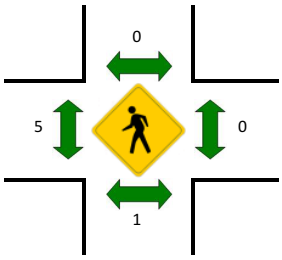
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

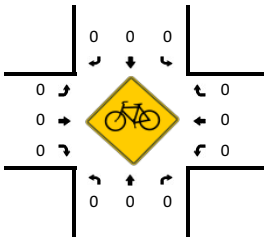
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 1) | **QC JOB #:** 16467003
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 10 2024

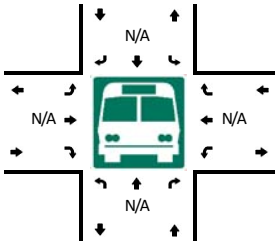
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:45 AM -- 9:00 AM

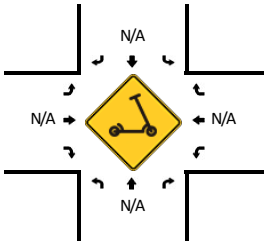












15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 1) (Eastbound)				Deer Valley Dr N (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	15	3	0	97	177	0	0	0	0	0	0	2	0	41	0	335	
8:15 AM	0	22	3	0	102	174	0	0	0	0	0	0	2	0	31	0	334	
8:30 AM	0	34	10	0	88	156	0	0	0	0	0	0	3	0	39	0	330	
8:45 AM	0	39	14	0	99	148	0	0	0	0	0	0	5	0	38	0	343	1342
9:00 AM	0	40	24	0	93	130	0	0	0	0	0	0	0	0	36	0	323	1330
9:15 AM	0	62	35	0	86	99	0	0	0	0	0	0	11	0	52	0	345	1341
9:30 AM	0	33	32	0	47	108	0	0	0	0	0	0	9	0	56	0	285	1296
9:45 AM	0	77	15	0	64	96	0	0	0	0	0	0	17	0	65	1	335	1288

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	156	56	0	396	592	0	0	0	0	0	0	20	0	152	0	1372
Heavy Trucks	0	12	4		8	12	0		0	0	0		0	0	8		44
Buses																	
Pedestrians		0				0				4				0			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

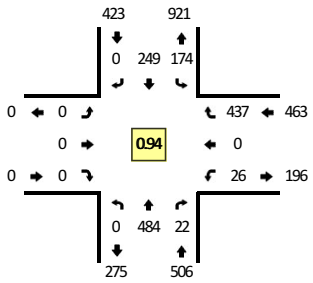
Comments:

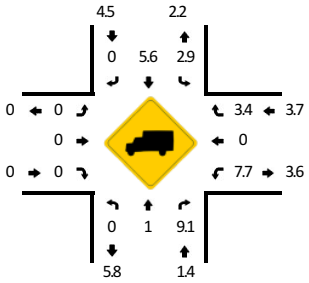
Report generated on 2/14/2024 10:26 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

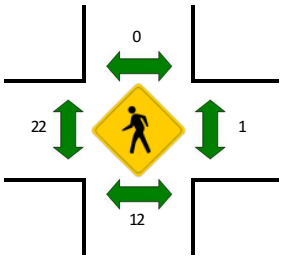
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 1) | **QC JOB #:** 16467004
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 10 2024

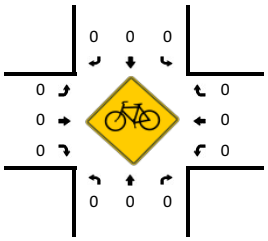
Peak-Hour: 3:30 PM -- 4:30 PM
Peak 15-Min: 3:45 PM -- 4:00 PM

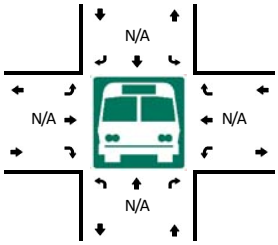


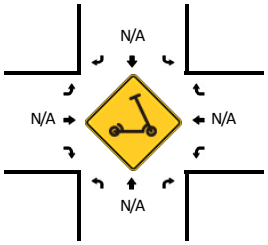


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 1) (Eastbound)				Deer Valley Dr N (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	117	3	0	41	62	0	0	0	0	0	0	7	0	112	0	342	
3:45 PM	0	127	10	0	40	73	0	0	0	0	0	0	8	0	113	0	371	
4:00 PM	0	114	6	0	43	63	0	0	0	0	0	0	7	0	114	0	347	
4:15 PM	0	126	3	0	50	51	0	0	0	0	0	0	4	0	98	0	332	1392
4:30 PM	0	121	5	0	34	43	0	0	0	0	0	0	6	0	109	0	318	1368
4:45 PM	0	119	3	0	49	51	0	0	0	0	0	0	3	0	107	0	332	1329
5:00 PM	0	100	2	0	44	37	0	0	0	0	0	0	5	0	113	0	301	1283
5:15 PM	0	79	5	0	37	45	0	0	0	0	0	0	1	0	79	0	246	1197

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	508	40	0	160	292	0	0	0	0	0	0	32	0	452	0	1484
Heavy Trucks	0	8	4		4	20	0		0	0	0		4	0	20		60
Buses																	
Pedestrians		0				0				4				0			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/14/2024 10:26 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

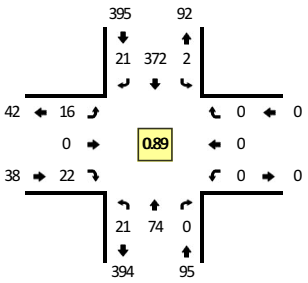
Type of peak hour being reported: Intersection Peak

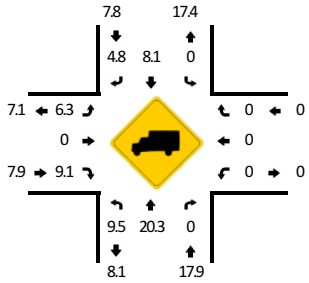
Method for determining peak hour: Total Entering Volume

LOCATION: Deer Valley W -- Royal St (Round 1)
CITY/STATE: Park City, UT

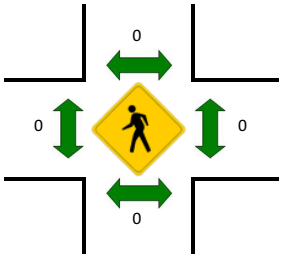
QC JOB #: 16467005
DATE: Fri, Feb 9 2024

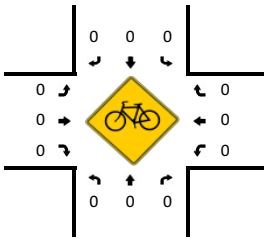
Peak-Hour: 8:30 AM -- 9:30 AM
Peak 15-Min: 8:45 AM -- 9:00 AM

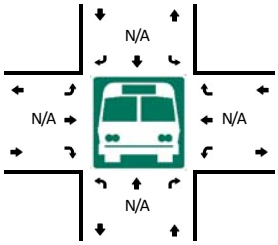


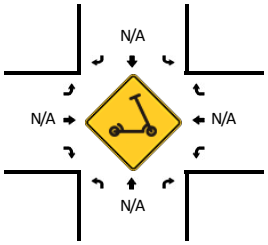


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley W (Northbound)				Deer Valley W (Southbound)				Royal St (Round 1) (Eastbound)				Royal St (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	2	8	0	0	0	69	11	0	3	0	5	0	0	0	0	0	98	
8:15 AM	0	11	0	0	0	62	16	0	2	0	4	0	0	0	0	0	95	
8:30 AM	4	17	0	0	0	104	4	0	2	0	10	0	0	0	0	0	141	
8:45 AM	11	25	0	0	0	99	7	1	4	0	2	0	0	0	0	0	149	483
9:00 AM	3	10	0	0	0	92	8	0	3	0	4	0	0	0	0	0	120	505
9:15 AM	3	22	0	0	0	77	2	1	7	0	6	0	0	0	0	0	118	528
9:30 AM	2	23	0	0	0	79	6	1	2	0	3	0	0	0	0	0	116	503
9:45 AM	2	29	0	1	0	73	10	0	4	0	9	0	0	0	0	0	128	482

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	44	100	0	0	0	396	28	4	16	0	8	0	0	0	0	0	596
Heavy Trucks	0	8	0		0	20	4		0	0	0		0	0	0		32
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/14/2024 10:26 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

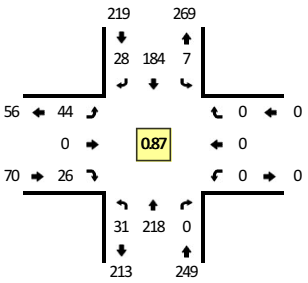
Type of peak hour being reported: Intersection Peak

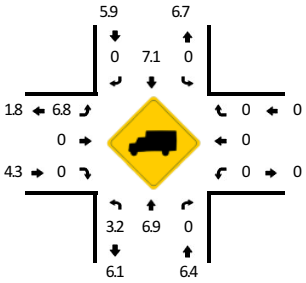
Method for determining peak hour: Total Entering Volume

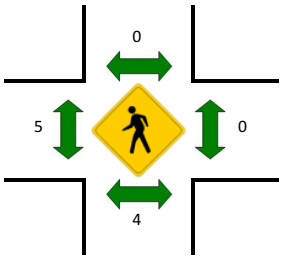
LOCATION: Deer Valley W -- Royal St (Round 1)
CITY/STATE: Park City, UT

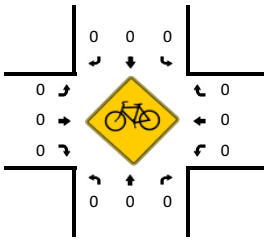
QC JOB #: 16467006
DATE: Fri, Feb 9 2024

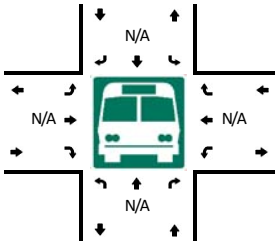
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

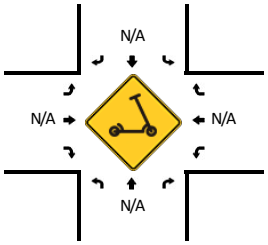












15-Min Count Period Beginning At	Deer Valley W (Northbound)				Deer Valley W (Southbound)				Royal St (Round 1) (Eastbound)				Royal St (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	3	30	0	0	0	53	8	1	14	0	10	0	0	0	0	0	119	
3:45 PM	5	44	0	0	0	59	8	0	8	0	8	0	0	0	0	0	132	
4:00 PM	5	69	0	0	0	35	4	1	14	0	2	0	0	0	0	0	130	
4:15 PM	11	52	0	2	0	57	10	6	9	0	7	0	0	0	0	0	154	535
4:30 PM	7	53	0	1	0	33	6	0	13	0	9	0	0	0	0	0	122	538
4:45 PM	6	46	0	0	0	43	12	0	11	0	5	0	0	0	0	0	123	529
5:00 PM	7	49	0	0	0	34	4	1	7	0	5	0	0	0	0	0	107	506
5:15 PM	5	25	0	2	0	41	10	2	11	0	8	0	0	0	0	0	104	456

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	44	208	0	8	0	228	40	24	36	0	28	0	0	0	0	0	616
Heavy Trucks	4	8	0		0	20	0		4	0	0		0	0	0		36
Buses																	
Pedestrians		0				0				4				0			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/14/2024 10:26 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

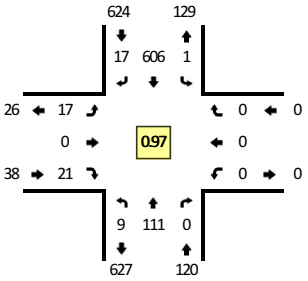
Type of peak hour being reported: Intersection Peak

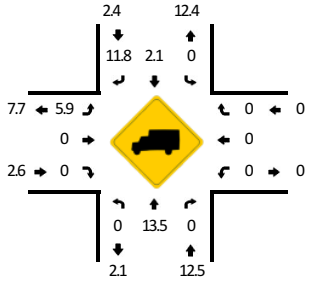
Method for determining peak hour: Total Entering Volume

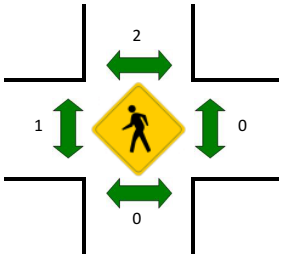
LOCATION: Deer Valley W -- Royal St (Round 1)
CITY/STATE: Park City, UT

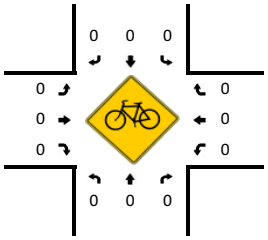
QC JOB #: 16467007
DATE: Sat, Feb 10 2024

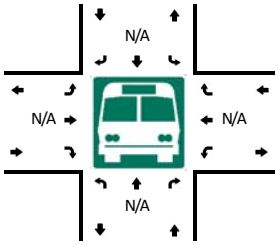
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:45 AM -- 9:00 AM

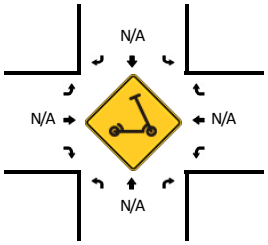












15-Min Count Period Beginning At	Deer Valley W (Northbound)				Deer Valley W (Southbound)				Royal St (Round 1) (Eastbound)				Royal St (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	9	0	0	0	173	4	0	3	0	3	0	0	0	0	0	192	
8:15 AM	1	20	0	0	0	156	5	0	3	0	7	0	0	0	0	0	192	
8:30 AM	4	33	0	0	0	144	4	0	6	0	6	0	0	0	0	0	197	
8:45 AM	4	49	0	0	0	133	4	1	5	0	5	0	0	0	0	0	201	782
9:00 AM	5	38	0	0	0	87	3	6	5	0	4	0	0	0	0	0	148	738
9:15 AM	3	57	0	0	0	136	5	3	6	0	4	0	0	0	0	0	214	760
9:30 AM	5	37	0	1	0	109	5	1	2	0	6	0	0	0	0	0	166	729
9:45 AM	3	64	0	1	0	107	7	1	14	0	6	0	0	0	0	0	203	731

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	16	196	0	0	0	532	16	4	20	0	20	0	0	0	0	0	804
Heavy Trucks	0	16	0		0	16	0		0	0	0		0	0	0		32
Buses																	
Pedestrians		0				0				4				0			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/14/2024 10:26 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

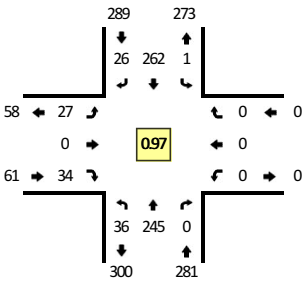
Type of peak hour being reported: Intersection Peak

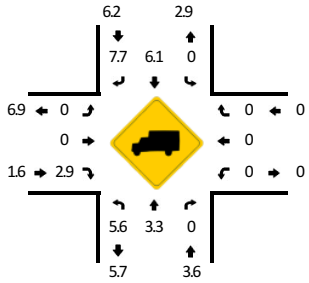
Method for determining peak hour: Total Entering Volume

LOCATION: Deer Valley W -- Royal St (Round 1)
CITY/STATE: Park City, UT

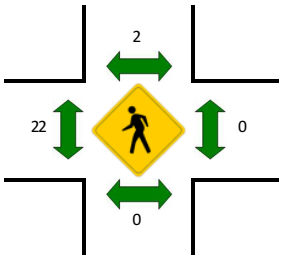
QC JOB #: 16467008
DATE: Sat, Feb 10 2024

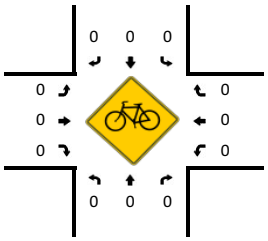
Peak-Hour: 3:30 PM -- 4:30 PM
Peak 15-Min: 3:45 PM -- 4:00 PM

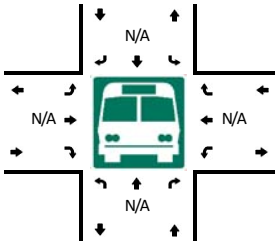


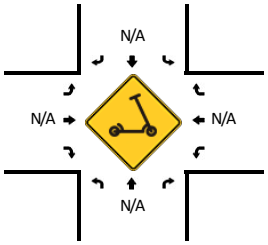


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley W (Northbound)				Deer Valley W (Southbound)				Royal St (Round 1) (Eastbound)				Royal St (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	5	56	0	1	0	65	9	0	10	0	10	0	0	0	0	0	156	
3:45 PM	7	58	0	1	0	73	6	0	8	0	9	0	0	0	0	0	162	
4:00 PM	5	63	0	2	0	63	6	1	4	0	8	0	0	0	0	0	152	
4:15 PM	15	68	0	0	0	61	5	0	5	0	7	0	0	0	0	0	161	631
4:30 PM	4	49	0	0	0	45	5	0	7	0	7	0	0	0	0	0	117	592
4:45 PM	7	56	0	1	0	45	8	1	2	0	9	0	0	0	0	0	129	559
5:00 PM	7	29	0	0	0	33	6	1	9	0	6	0	0	0	0	0	91	498
5:15 PM	6	36	0	0	0	31	9	0	9	0	3	0	0	0	0	0	94	431

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	28	232	0	4	0	292	24	0	32	0	36	0	0	0	0	0	648
Heavy Trucks	4	4	0		0	24	4		0	0	4		0	0	0		40
Buses																	
Pedestrians		0				0				28				0			28
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

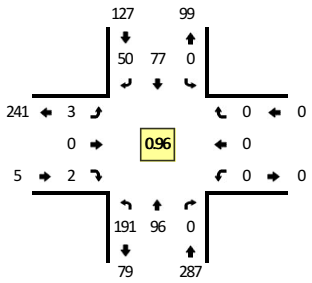
Report generated on 2/14/2024 10:26 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

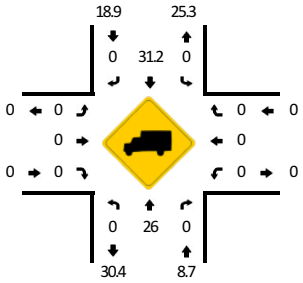
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

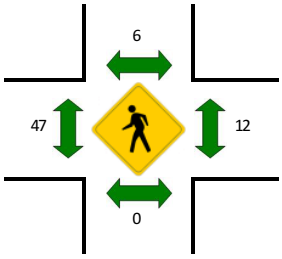
LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 1) | **QC JOB #:** 16467009
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 9 2024

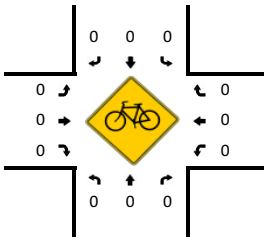
Peak-Hour: 9:00 AM -- 10:00 AM
Peak 15-Min: 9:15 AM -- 9:30 AM

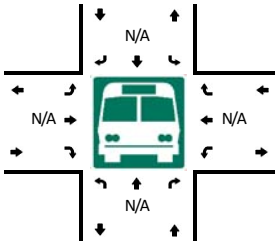


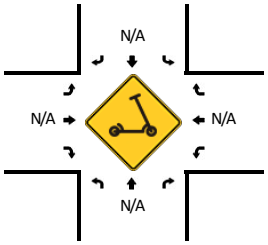
TRUE DATA TO IMPROVE MOBILITY











15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 1) (Eastbound)				Doe Pass Rd (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	1	11	0	0	0	41	2	0	0	0	0	0	0	0	0	0	55	
8:15 AM	0	13	0	0	0	53	0	0	0	0	0	0	0	0	0	0	66	
8:30 AM	3	23	0	0	0	55	10	0	0	0	0	0	0	0	0	0	91	
8:45 AM	6	20	0	0	0	41	19	0	0	0	0	0	0	0	0	0	86	298
9:00 AM	36	23	0	0	0	17	19	0	2	0	0	0	0	0	0	0	97	340
9:15 AM	60	18	0	0	0	19	10	0	1	0	1	0	0	0	0	0	109	383
9:30 AM	45	25	0	0	0	22	14	0	0	0	0	0	0	0	0	0	106	398
9:45 AM	50	30	0	0	0	19	7	0	0	0	1	0	0	0	0	0	107	419

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	240	72	0	0	0	76	40	0	4	0	4	0	0	0	0	0	436
Heavy Trucks	0	8	0		0	36	0		0	0	0		0	0	0		44
Buses																	
Pedestrians		0				0				44				0			44
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

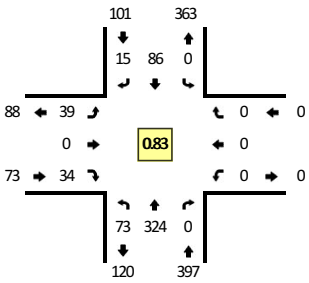
Comments:

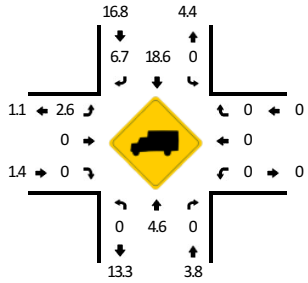
Report generated on 2/14/2024 10:26 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

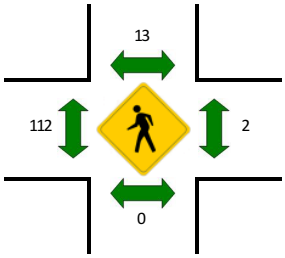
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

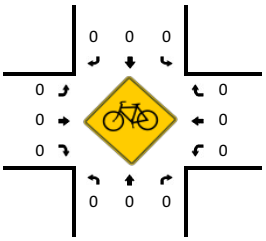
LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 1) | **QC JOB #:** 16467010
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 9 2024

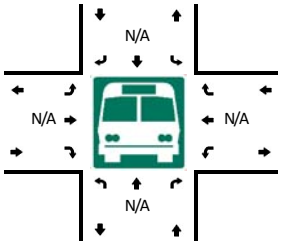
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

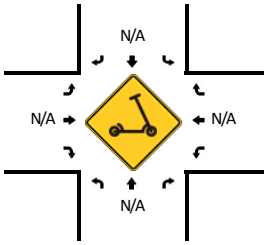












15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 1) (Eastbound)				Doe Pass Rd (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	7	69	0	0	0	20	1	0	5	0	7	0	0	0	0	0	109	
3:45 PM	7	89	0	0	0	18	3	0	7	0	4	0	0	0	0	0	128	
4:00 PM	18	76	0	0	0	28	2	0	7	0	5	0	0	0	0	0	136	
4:15 PM	22	97	0	0	0	23	4	0	13	0	14	0	0	0	0	0	173	546
4:30 PM	26	62	0	0	0	17	6	0	12	0	11	0	0	0	0	0	134	571
4:45 PM	12	59	0	0	0	23	5	0	7	0	7	0	0	0	0	0	113	556
5:00 PM	13	54	0	0	0	13	4	0	3	0	8	0	0	0	0	0	95	515
5:15 PM	8	38	0	0	0	21	2	0	3	0	1	0	0	0	0	0	73	415

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	88	388	0	0	0	92	16	0	52	0	56	0	0	0	0	0	692
Heavy Trucks	0	16	0		0	8	0		0	0	0		0	0	0		24
Buses																	
Pedestrians		0				28				128				0			156
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/14/2024 10:27 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

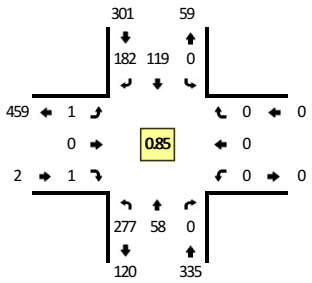
Type of peak hour being reported: Intersection Peak

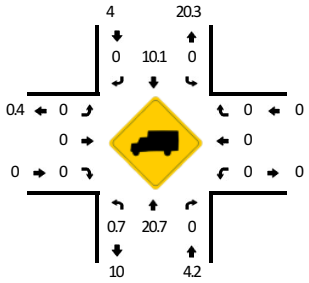
Method for determining peak hour: Total Entering Volume

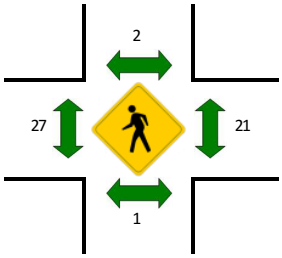
LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 1)
CITY/STATE: Park City, UT

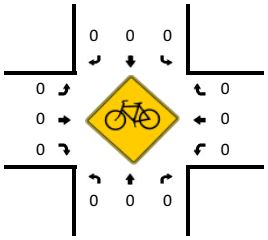
QC JOB #: 16467011
DATE: Sat, Feb 10 2024

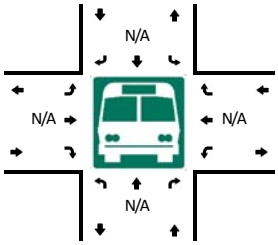
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:30 AM -- 8:45 AM

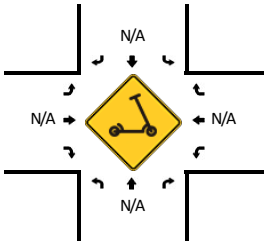












15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 1) (Eastbound)				Doe Pass Rd (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	12	8	0	0	0	63	16	0	0	0	0	0	0	0	0	0	99	
8:15 AM	88	12	0	0	0	14	59	0	1	0	0	0	0	0	0	0	174	
8:30 AM	91	22	0	0	0	19	56	0	0	0	0	0	0	0	0	0	188	
8:45 AM	86	16	0	0	0	23	51	0	0	0	1	0	0	0	0	0	177	638
9:00 AM	41	4	0	0	0	7	40	0	0	0	1	0	0	0	0	0	93	632
9:15 AM	57	11	0	0	0	36	32	0	0	0	0	0	0	0	0	0	136	594
9:30 AM	48	58	0	0	0	24	1	0	0	0	0	0	0	0	0	0	131	537
9:45 AM	5	77	0	0	0	26	0	0	1	0	2	0	0	0	0	0	111	471

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	364	88	0	0	0	76	224	0	0	0	0	0	0	0	0	0	752
Heavy Trucks	0	12	0		0	12	0		0	0	0		0	0	0		24
Buses																	
Pedestrians		0				0				32				36			68
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

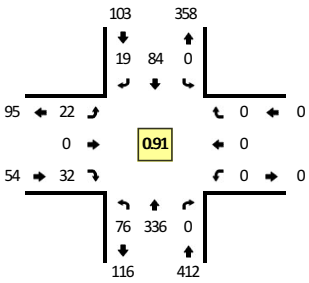
Report generated on 2/14/2024 10:27 AM

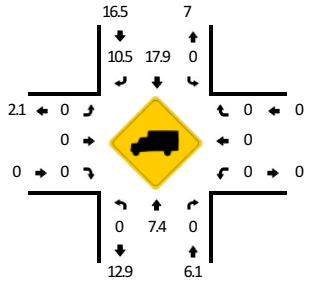
SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

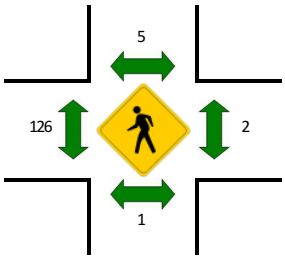
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

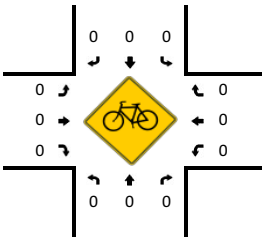
LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 1) | **QC JOB #:** 16467012
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 10 2024

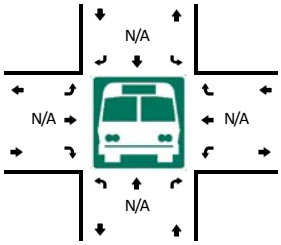
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:30 PM -- 4:45 PM

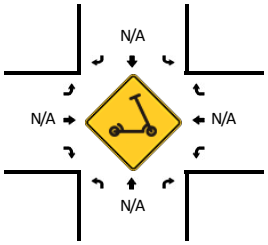












15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 1) (Eastbound)				Doe Pass Rd (Round 1) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	10	73	0	0	0	18	1	1	8	0	15	0	0	0	0	0	126	
3:45 PM	23	77	0	0	0	20	4	0	1	0	4	0	0	0	0	0	129	
4:00 PM	15	84	0	0	0	23	7	0	4	0	12	0	0	0	0	0	145	
4:15 PM	21	84	0	0	0	19	3	0	5	0	7	0	0	0	0	0	139	539
4:30 PM	17	91	0	0	0	22	5	0	12	0	9	0	0	0	0	0	156	569
4:45 PM	13	53	0	0	0	24	3	0	3	0	11	0	0	0	0	0	107	547
5:00 PM	9	54	0	0	0	23	3	0	3	0	5	0	0	0	0	0	97	499
5:15 PM	9	40	0	0	0	13	1	0	5	0	4	0	0	0	0	0	72	432

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	68	364	0	0	0	88	20	0	48	0	36	0	0	0	0	0	624
Heavy Trucks	0	28	0		0	16	4		0	0	0		0	0	0		48
Buses																	
Pedestrians		0				4				64				4			72
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

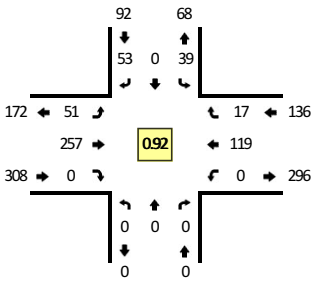
Comments:

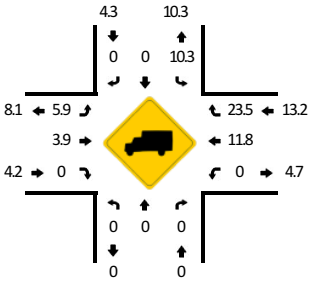
Report generated on 2/14/2024 10:27 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

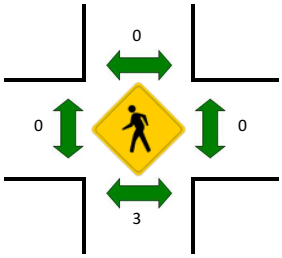
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

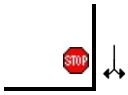
LOCATION: Solamere Dr -- Deer Valley Dr N | **QC JOB #:** 16467013
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 16 2024

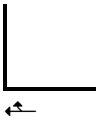
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:00 AM -- 8:15 AM

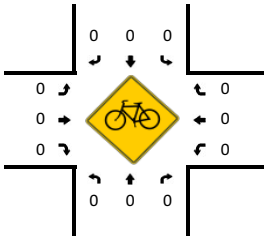


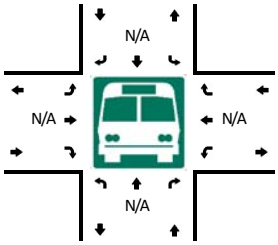


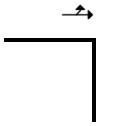


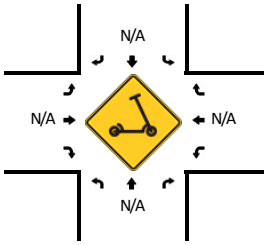












15-Min Count Period Beginning At	Solamere Dr (Northbound)				Solamere Dr (Southbound)				Deer Valley Dr N (Eastbound)				Deer Valley Dr N (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	0	0	0	8	0	8	0	18	80	0	0	0	30	1	0	145	
8:15 AM	0	0	0	0	8	0	18	0	11	72	0	0	0	23	4	0	136	
8:30 AM	0	0	0	0	7	0	11	0	8	50	0	0	0	32	7	0	115	
8:45 AM	0	0	0	0	16	0	16	0	14	55	0	0	0	34	5	0	140	536
9:00 AM	0	0	0	0	6	0	12	0	17	45	0	0	0	41	10	0	131	522
9:15 AM	0	0	0	0	8	0	14	0	26	51	0	0	0	33	4	0	136	522
9:30 AM	0	0	0	0	10	0	18	0	15	40	0	0	0	35	10	0	128	535
9:45 AM	0	0	0	0	5	0	14	0	13	29	0	0	0	40	4	0	105	500

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	32	0	32	0	72	320	0	0	0	120	4	0	580
Heavy Trucks	0	0	0		4	0	0		8	4	0		0	16	0		32
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

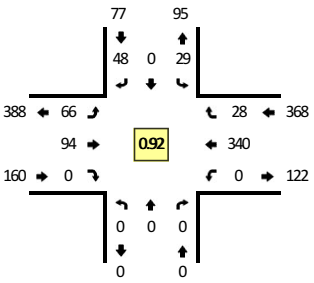
Type of peak hour being reported: Intersection Peak

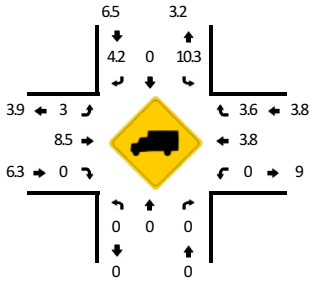
Method for determining peak hour: Total Entering Volume

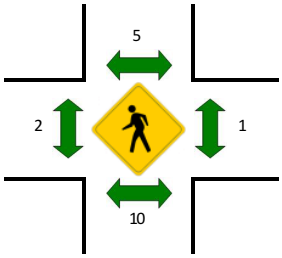
LOCATION: Solamere Dr -- Deer Valley Dr N
CITY/STATE: Park City, UT

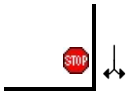
QC JOB #: 16467014
DATE: Fri, Feb 16 2024

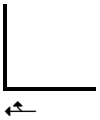
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

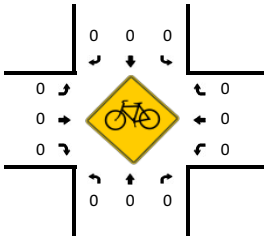


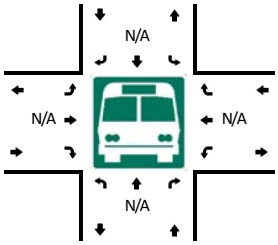


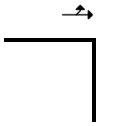


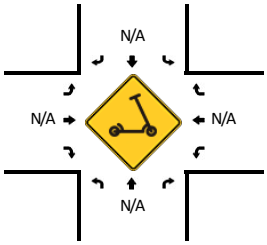












15-Min Count Period Beginning At	Solamere Dr (Northbound)				Solamere Dr (Southbound)				Deer Valley Dr N (Eastbound)				Deer Valley Dr N (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	0	0	0	3	0	9	0	11	26	0	0	0	84	9	0	142	
3:45 PM	0	0	0	0	7	0	9	0	14	19	0	0	0	71	4	0	124	
4:00 PM	0	0	0	0	6	0	18	1	12	23	0	0	0	86	10	0	156	
4:15 PM	0	0	0	0	11	0	12	0	23	24	0	0	0	90	5	0	165	587
4:30 PM	0	0	0	0	4	0	9	0	17	28	0	0	0	93	9	0	160	605
4:45 PM	0	0	0	0	3	0	14	0	14	17	0	1	0	61	11	0	121	602
5:00 PM	0	0	0	0	1	0	14	1	12	14	0	0	0	54	10	0	106	552
5:15 PM	0	0	0	0	3	0	8	1	12	23	0	0	0	50	16	0	113	500

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	44	0	48	0	92	96	0	0	0	360	20	0	660
Heavy Trucks	0	0	0		4	0	0		0	16	0		0	16	0		36
Buses																	
Pedestrians		16				20				0				4			40
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

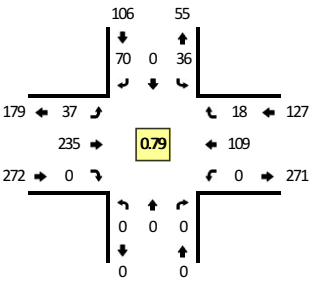
Type of peak hour being reported: Intersection Peak

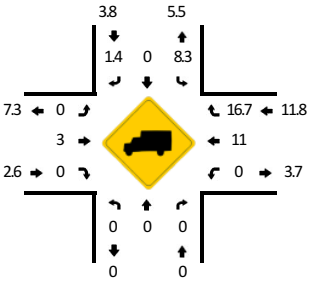
Method for determining peak hour: Total Entering Volume

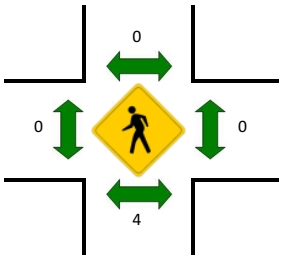
LOCATION: Solamere Dr -- Deer Valley Dr N
CITY/STATE: Park City, UT

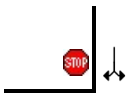
QC JOB #: 16467015
DATE: Sat, Feb 17 2024

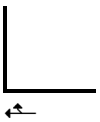
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:00 AM -- 8:15 AM

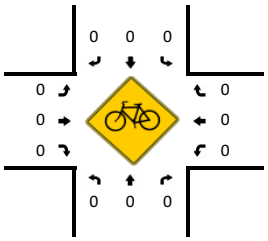


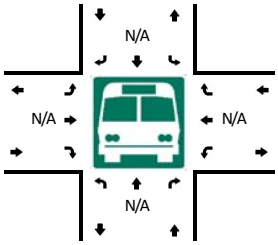


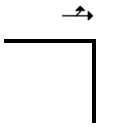


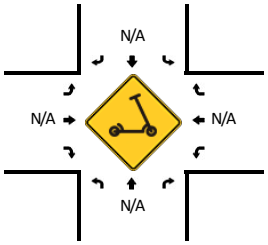












15-Min Count Period Beginning At	Solamere Dr (Northbound)				Solamere Dr (Southbound)				Deer Valley Dr N (Eastbound)				Deer Valley Dr N (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	0	0	0	6	0	11	0	10	99	0	0	0	27	6	0	159	
8:15 AM	0	0	0	0	15	0	14	0	8	66	0	0	0	28	3	0	134	
8:30 AM	0	0	0	0	10	0	27	0	12	41	0	0	0	23	6	0	119	
8:45 AM	0	0	0	0	5	0	18	0	7	29	0	0	0	31	3	0	93	505
9:00 AM	0	0	0	0	9	0	17	0	10	28	0	0	0	22	8	0	94	440
9:15 AM	0	0	0	0	10	0	14	0	11	21	0	0	0	17	2	0	75	381
9:30 AM	0	0	0	0	6	0	19	0	7	30	0	0	0	31	4	0	97	359
9:45 AM	0	0	0	0	1	0	13	0	11	26	0	0	0	45	6	0	102	368

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	24	0	44	0	40	396	0	0	0	108	24	0	636
Heavy Trucks	0	0	0		8	0	0		0	8	0		0	12	4		32
Buses																	
Pedestrians		8				0				0				0			8
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

LOCATION: Solamere Dr -- Deer Valley Dr N

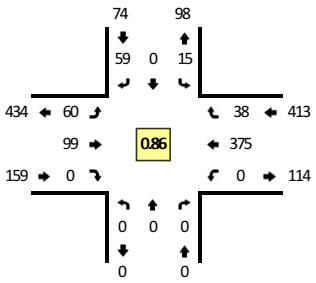
CITY/STATE: Park City, UT

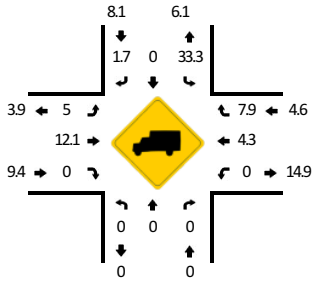
QC JOB #: 16467016

DATE: Sat, Feb 17 2024

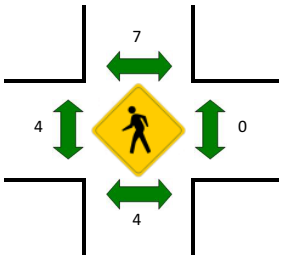
Peak-Hour: 3:45 PM -- 4:45 PM

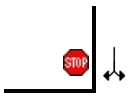
Peak 15-Min: 4:15 PM -- 4:30 PM

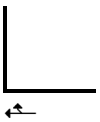


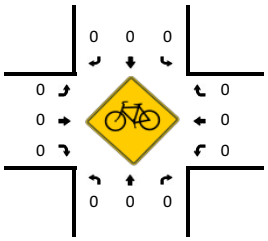


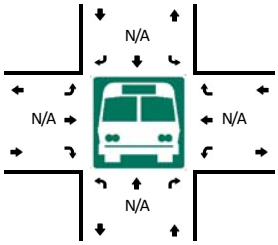
TRUE DATA TO IMPROVE MOBILITY

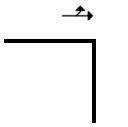


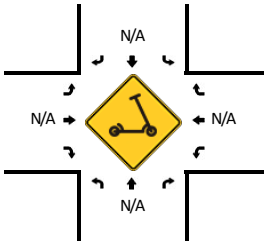












15-Min Count Period Beginning At	Solamere Dr (Northbound)				Solamere Dr (Southbound)				Deer Valley Dr N (Eastbound)				Deer Valley Dr N (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	0	0	0	5	0	15	0	17	20	0	0	0	71	8	0	136	
3:45 PM	0	0	0	0	1	0	11	0	15	28	0	0	0	76	8	0	139	
4:00 PM	0	0	0	0	4	0	12	0	18	22	0	0	0	89	9	0	154	
4:15 PM	0	0	0	0	5	0	14	0	12	26	0	0	0	117	14	0	188	617
4:30 PM	0	0	0	0	5	0	22	0	15	23	0	0	0	93	7	0	165	646
4:45 PM	0	0	0	0	2	0	8	1	15	18	0	0	0	82	8	0	134	641
5:00 PM	0	0	0	0	5	0	18	0	20	32	0	0	0	56	8	0	139	626
5:15 PM	0	0	0	0	1	0	12	0	17	28	0	0	0	51	5	0	114	552

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	20	0	56	0	48	104	0	0	0	468	56	0	752
Heavy Trucks	0	0	0		4	0	0		0	12	0		0	16	0		32
Buses																	
Pedestrians		0				8				8				0			16
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

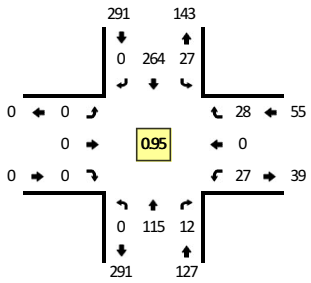
Type of peak hour being reported: Intersection Peak

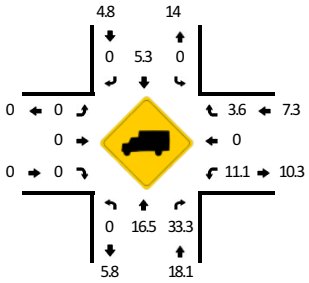
Method for determining peak hour: Total Entering Volume

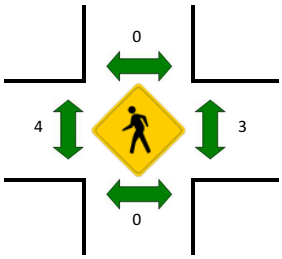
LOCATION: Deer Valley Dr E -- Queen Esther Dr
CITY/STATE: Park City, UT

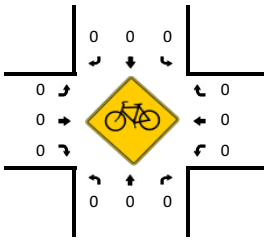
QC JOB #: 16467017
DATE: Fri, Feb 16 2024

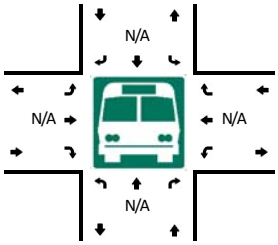
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:00 AM -- 8:15 AM

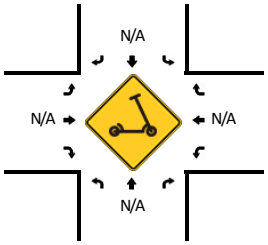












15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Queen Esther Dr (Eastbound)				Queen Esther Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	28	2	0	5	81	0	0	0	0	0	0	4	0	5	0	125	
8:15 AM	0	22	3	0	8	72	0	0	0	0	0	0	9	0	7	0	121	
8:30 AM	0	29	3	0	7	51	0	0	0	0	0	0	4	0	9	0	103	
8:45 AM	0	36	4	0	7	60	0	0	0	0	0	0	10	0	7	0	124	473
9:00 AM	0	40	7	0	9	49	0	0	0	0	0	0	5	0	10	0	120	468
9:15 AM	0	27	7	0	11	48	0	0	0	0	0	0	13	0	7	0	113	460
9:30 AM	0	28	2	0	4	44	0	0	0	0	0	0	8	0	17	0	103	460
9:45 AM	0	37	8	0	8	25	0	0	0	0	0	0	5	0	8	0	91	427

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	112	8	0	20	324	0	0	0	0	0	0	16	0	20	0	500
Heavy Trucks	0	20	4		0	8	0		0	0	0		0	0	0		32
Buses																	
Pedestrians		0				0				4				4			8
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

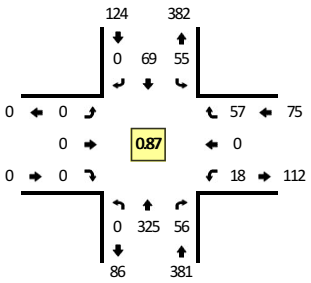
Report generated on 2/28/2024 7:03 AM

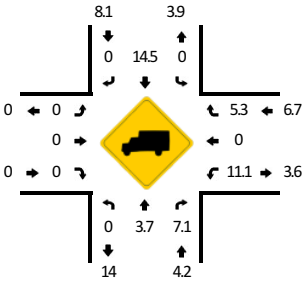
SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

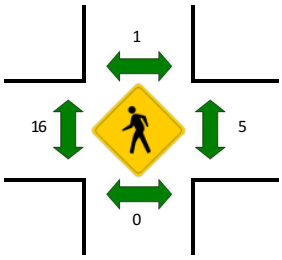
LOCATION: Deer Valley Dr E -- Queen Esther Dr | **QC JOB #:** 16467018
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 16 2024

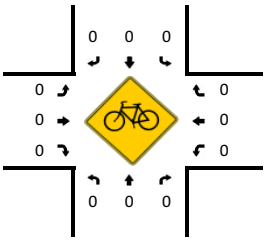
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

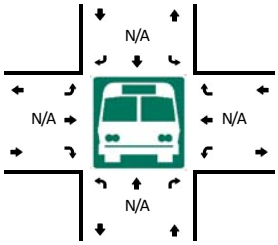


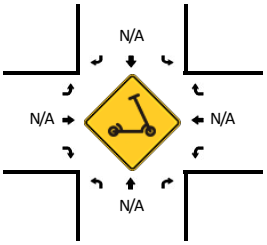


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Queen Esther Dr (Eastbound)				Queen Esther Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	84	9	0	14	17	0	0	0	0	0	0	8	0	6	0	138	
3:45 PM	0	62	4	0	10	16	0	0	0	0	0	0	3	0	11	0	106	
4:00 PM	0	87	16	0	12	20	0	0	0	0	0	0	2	0	11	0	148	
4:15 PM	0	94	14	0	15	19	0	0	0	0	0	0	8	0	16	0	166	558
4:30 PM	0	82	22	0	18	14	0	0	0	0	0	0	4	0	19	1	160	580
4:45 PM	0	55	10	0	11	13	0	0	0	0	0	0	5	0	9	1	104	578
5:00 PM	0	58	21	0	7	7	0	0	0	0	0	0	4	0	11	0	108	538
5:15 PM	0	56	18	0	11	15	0	0	0	0	0	0	7	0	8	0	115	487

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	376	56	0	60	76	0	0	0	0	0	0	32	0	64	0	664
Heavy Trucks	0	16	0		0	20	0		0	0	0		4	0	4		44
Buses																	
Pedestrians		0				0				28				0			28
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

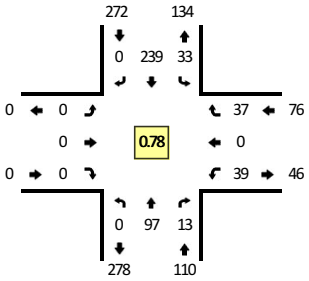
Comments:

Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

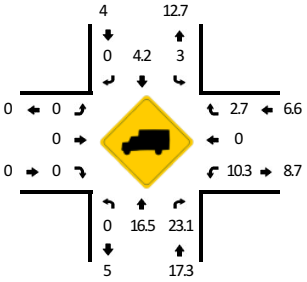
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

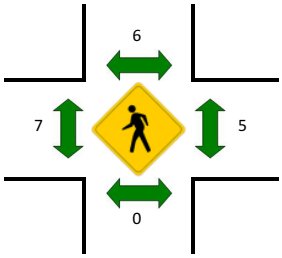
LOCATION: Deer Valley Dr E -- Queen Esther Dr | **QC JOB #:** 16467019
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 17 2024

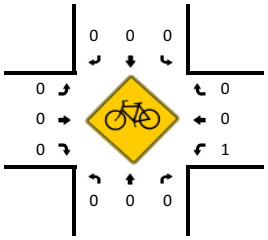
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:00 AM -- 8:15 AM

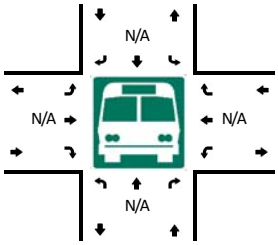


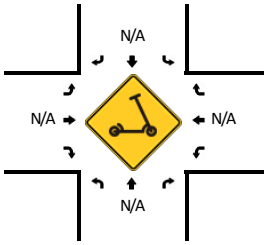
TRUE DATA TO IMPROVE MOBILITY











15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Queen Esther Dr (Eastbound)				Queen Esther Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	24	1	0	6	99	0	0	0	0	0	0	6	0	10	0	146	
8:15 AM	0	21	5	0	9	72	0	0	0	0	0	0	15	0	12	0	134	
8:30 AM	0	23	2	0	7	43	0	0	0	0	0	0	8	0	7	0	90	
8:45 AM	0	29	5	0	11	25	0	0	0	0	0	0	10	0	8	0	88	458
9:00 AM	0	26	3	0	6	31	0	0	0	0	0	0	7	0	6	0	79	391
9:15 AM	0	17	5	0	9	22	0	0	0	0	0	0	9	0	7	0	69	326
9:30 AM	0	30	4	0	9	24	0	0	0	0	0	0	4	0	8	0	79	315
9:45 AM	0	40	8	0	11	17	0	0	0	0	0	0	6	0	10	0	92	319

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	96	4	0	24	396	0	0	0	0	0	0	24	0	40	0	584
Heavy Trucks	0	16	4		0	16	0		0	0	0		0	0	0		36
Buses																	
Pedestrians		0				0				4				8			12
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

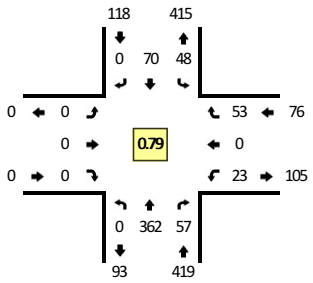
Comments:

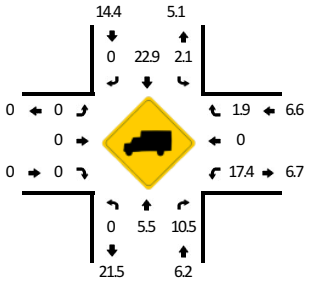
Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

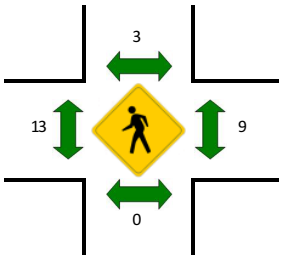
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

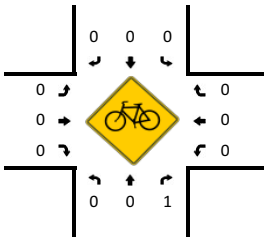
LOCATION: Deer Valley Dr E -- Queen Esther Dr | **QC JOB #:** 16467020
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 17 2024

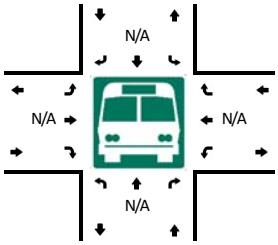
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

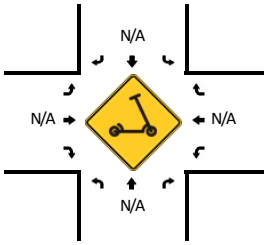












15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Queen Esther Dr (Eastbound)				Queen Esther Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	71	9	0	7	21	0	0	0	0	0	0	2	0	13	0	123	
3:45 PM	0	69	11	0	10	15	0	0	0	0	0	0	4	0	11	0	120	
4:00 PM	0	91	13	0	9	17	0	0	0	0	0	0	13	0	7	0	150	
4:15 PM	0	120	17	0	15	22	0	0	0	0	0	0	4	0	15	0	193	586
4:30 PM	0	82	16	0	14	16	0	0	0	0	0	0	2	0	20	0	150	613
4:45 PM	0	79	8	0	7	11	0	0	0	0	0	0	5	0	8	0	118	611
5:00 PM	0	49	12	0	21	16	0	0	0	0	0	0	10	0	14	0	122	583
5:15 PM	0	43	11	0	16	14	0	0	0	0	0	0	4	0	13	0	101	491

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	480	68	0	60	88	0	0	0	0	0	0	16	0	60	0	772
Heavy Trucks	0	16	8		4	12	0		0	0	0		8	0	0		48
Buses																	
Pedestrians		0				8				28				0			36
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

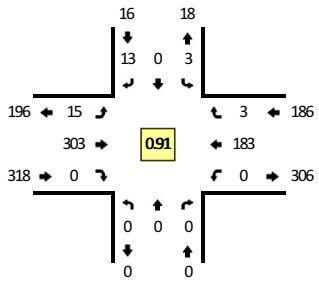
Comments:

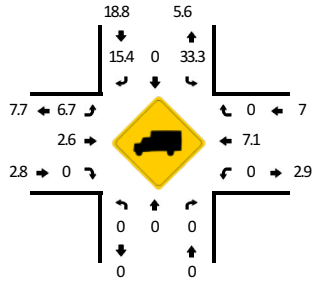
Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

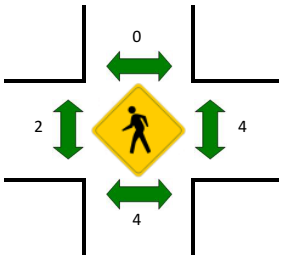
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

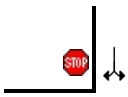
LOCATION: Amber Rd -- Deer Valley Dr N | **QC JOB #:** 16467021
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 16 2024

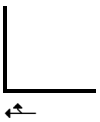
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:00 AM -- 8:15 AM

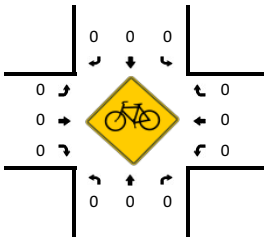


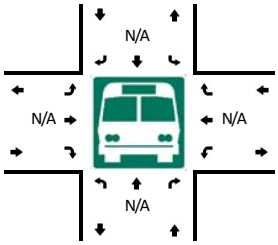


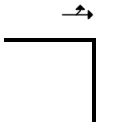


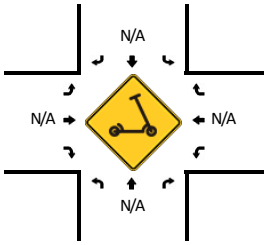












15-Min Count Period Beginning At	Amber Rd (Northbound)				Amber Rd (Southbound)				Deer Valley Dr N (Eastbound)				Deer Valley Dr N (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	0	0	0	0	0	5	0	2	98	0	0	0	38	0	0	143	
8:15 AM	0	0	0	0	1	0	1	0	2	81	0	0	0	48	0	0	133	
8:30 AM	0	0	0	0	1	0	3	0	2	59	0	0	0	44	1	0	110	
8:45 AM	0	0	0	0	1	0	4	0	9	65	0	0	0	53	2	0	134	520
9:00 AM	0	0	0	0	1	0	7	0	6	67	0	0	0	49	1	0	131	508
9:15 AM	0	0	0	0	2	0	5	0	4	75	0	0	0	49	1	0	136	511
9:30 AM	0	0	0	0	1	0	2	0	2	52	0	0	0	57	0	0	114	515
9:45 AM	0	0	0	0	0	0	5	0	4	47	0	0	0	55	0	0	111	492

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	20	0	8	392	0	0	0	152	0	0	572
Heavy Trucks	0	0	0		0	0	4		0	8	0		0	12	0		24
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

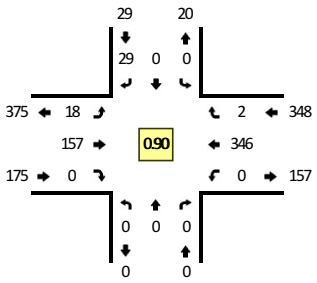
Comments:

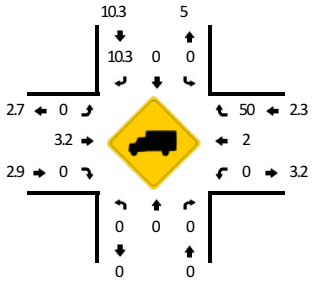
Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

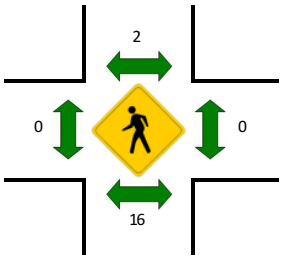
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

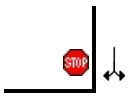
LOCATION: Amber Rd -- Deer Valley Dr N | **QC JOB #:** 16467022
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 16 2024

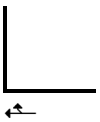
Peak-Hour: 4:00 PM -- 5:00 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

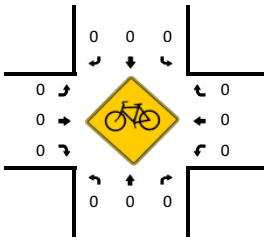


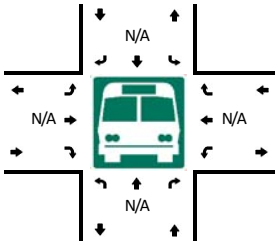


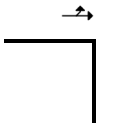


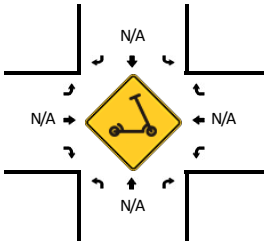












15-Min Count Period Beginning At	Amber Rd (Northbound)				Amber Rd (Southbound)				Deer Valley Dr N (Eastbound)				Deer Valley Dr N (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	0	0	0	0	0	3	0	4	40	0	0	0	92	1	0	140	
3:45 PM	0	0	0	0	0	0	6	0	5	30	0	0	0	71	0	0	112	
4:00 PM	0	0	0	0	0	0	2	0	3	37	0	0	0	88	1	0	131	
4:15 PM	0	0	0	0	0	0	8	0	8	48	0	0	0	89	0	0	153	536
4:30 PM	0	0	0	0	0	0	11	0	2	44	0	0	0	83	1	0	141	537
4:45 PM	0	0	0	0	0	0	8	0	5	28	0	0	0	86	0	0	127	552
5:00 PM	0	0	0	0	0	0	17	0	2	27	0	0	0	68	0	0	114	535
5:15 PM	0	0	0	0	2	0	21	0	2	40	0	0	0	70	0	0	135	517

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	0	0	32	0	32	192	0	0	0	356	0	0	612
Heavy Trucks	0	0	0		0	0	4		0	8	0		0	8	0		20
Buses																	
Pedestrians		12				0				0				0			12
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

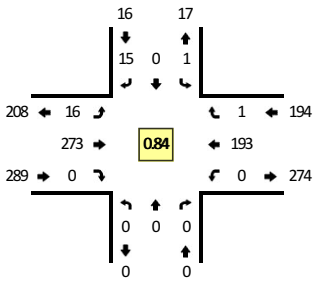
Comments:

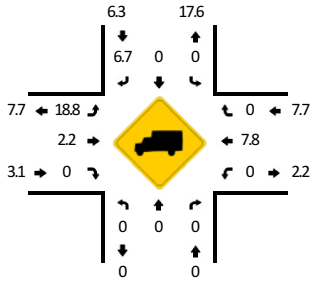
Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

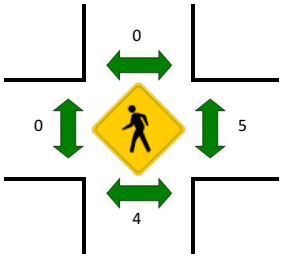
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

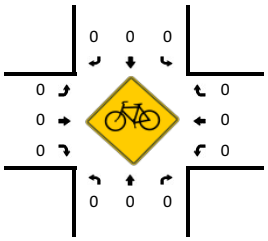
LOCATION: Amber Rd -- Deer Valley Dr N | **QC JOB #:** 16467023
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 17 2024

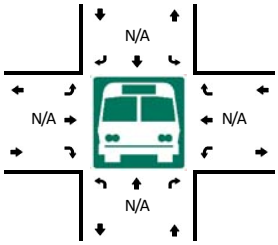
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:00 AM -- 8:15 AM

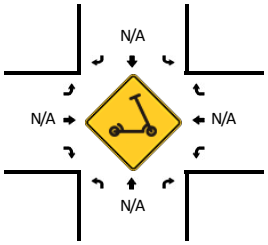












15-Min Count Period Beginning At	Amber Rd (Northbound)				Amber Rd (Southbound)				Deer Valley Dr N (Eastbound)				Deer Valley Dr N (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	0	0	0	1	0	3	0	3	104	0	0	0	38	0	0	149	
8:15 AM	0	0	0	0	0	0	5	0	5	75	0	0	0	43	0	0	128	
8:30 AM	0	0	0	0	0	0	5	0	4	55	0	0	0	57	0	0	121	
8:45 AM	0	0	0	0	0	0	2	0	4	39	0	0	0	55	1	0	101	499
9:00 AM	0	0	0	0	2	0	5	0	4	36	0	0	0	48	0	0	95	445
9:15 AM	0	0	0	0	0	0	5	0	3	38	0	1	0	32	1	0	80	397
9:30 AM	0	0	0	0	1	0	6	0	5	36	0	0	0	53	1	0	102	378
9:45 AM	0	0	0	0	0	0	3	0	3	36	0	1	0	66	1	0	110	387

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	4	0	12	0	12	416	0	0	0	152	0	0	596
Heavy Trucks	0	0	0		0	0	0		4	8	0		0	8	0		20
Buses																	
Pedestrians		8				0				0				12			20
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

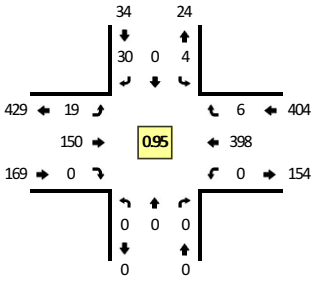
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

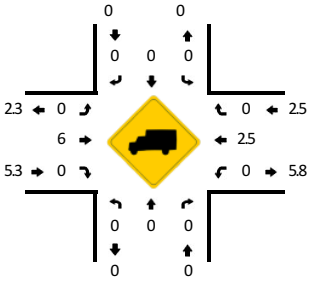
LOCATION: Amber Rd -- Deer Valley Dr N
CITY/STATE: Park City, UT

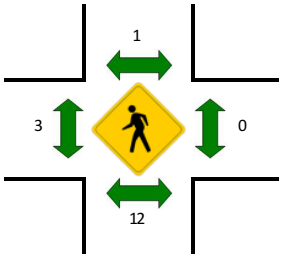
QC JOB #: 16467024
DATE: Sat, Feb 17 2024

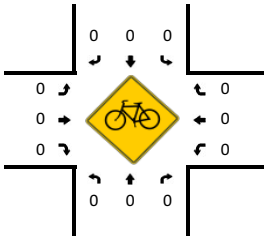
Peak-Hour: 4:00 PM -- 5:00 PM
Peak 15-Min: 4:30 PM -- 4:45 PM

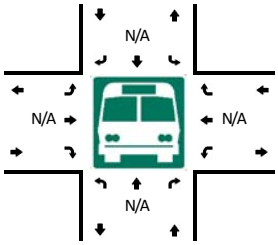


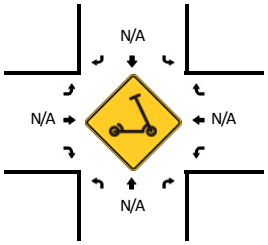
TRUE DATA TO IMPROVE MOBILITY











15-Min Count Period Beginning At	Amber Rd (Northbound)				Amber Rd (Southbound)				Deer Valley Dr N (Eastbound)				Deer Valley Dr N (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	0	0	0	0	0	4	0	2	40	0	0	0	94	1	0	141	
3:45 PM	0	0	0	0	0	0	4	0	5	41	0	0	0	83	0	0	133	
4:00 PM	0	0	0	0	0	0	9	0	8	42	0	1	0	96	1	0	157	
4:15 PM	0	0	0	0	1	0	8	0	1	37	0	0	0	93	2	0	142	573
4:30 PM	0	0	0	0	3	0	4	0	2	36	0	0	0	111	3	0	159	591
4:45 PM	0	0	0	0	0	0	9	0	7	35	0	0	0	98	0	0	149	607
5:00 PM	0	0	0	0	1	0	13	0	6	43	0	0	0	92	0	0	155	605
5:15 PM	0	0	0	0	0	0	7	0	4	48	0	0	0	69	3	0	131	594

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	0	0	0	12	0	16	0	8	144	0	0	0	444	12	0	636
Heavy Trucks	0	0	0		0	0	0		0	8	0		0	12	0		20
Buses																	
Pedestrians		12				4				0				0			16
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

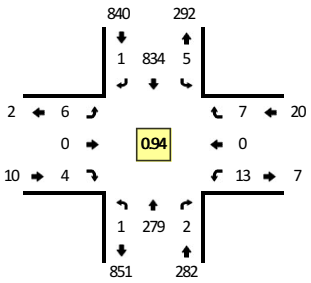
Report generated on 2/28/2024 7:03 AM

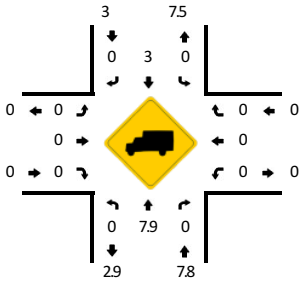
SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

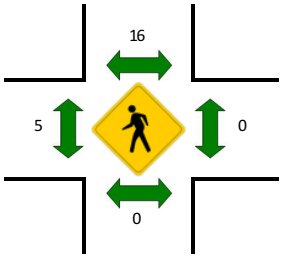
LOCATION: Deer Valley Dr -- Mellow Mountain Rd/Stonebridge Cir | **QC JOB #:** 16467025
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 16 2024

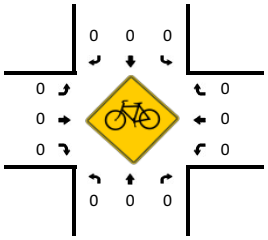
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:15 AM -- 8:30 AM

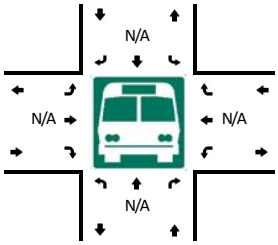


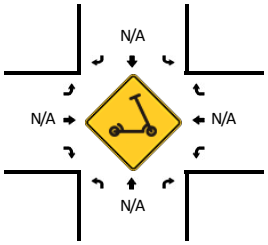


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Mellow Mountain Rd/Stonebridge Cir (Eastbound)				Mellow Mountain Rd/Stonebridge Cir (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	57	1	0	2	215	0	0	1	0	0	0	2	0	2	0	280	
8:15 AM	1	75	0	0	1	217	0	0	4	0	2	0	2	0	3	0	305	
8:30 AM	0	69	1	0	1	189	0	0	0	0	2	0	7	0	0	0	269	
8:45 AM	0	78	0	0	1	213	1	0	1	0	0	0	2	0	2	0	298	1152
9:00 AM	0	77	3	0	3	178	0	0	0	0	1	0	2	0	0	0	264	1136
9:15 AM	1	74	0	0	0	211	0	0	2	0	1	0	4	0	2	0	295	1126
9:30 AM	2	98	3	0	1	162	2	0	1	0	0	0	1	0	0	0	270	1127
9:45 AM	2	90	1	0	6	169	0	0	1	0	3	0	3	0	2	0	277	1106

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	4	300	0	0	4	868	0	0	16	0	8	0	8	0	12	0	1220
Heavy Trucks	0	32	0		0	20	0		0	0	0		0	0	0		52
Buses																	
Pedestrians		0				0				4				0			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

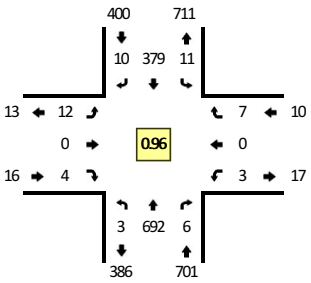
Comments:

Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

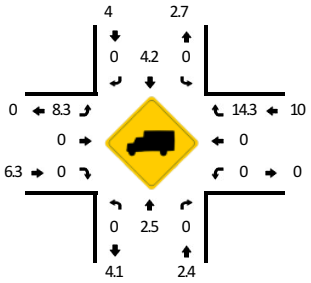
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

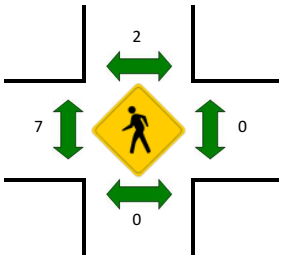
LOCATION: Deer Valley Dr -- Mellow Mountain Rd/Stonebridge Cir | **QC JOB #:** 16467026
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 16 2024

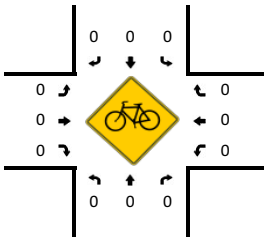
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:30 PM -- 4:45 PM

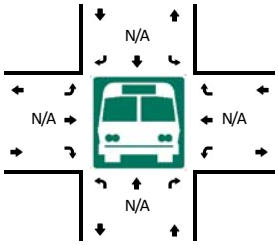


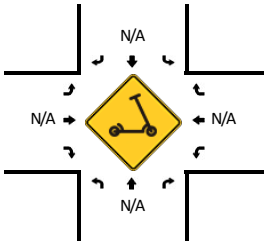
TRUE DATA TO IMPROVE MOBILITY











15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Mellow Mountain Rd/Stonebridge Cir (Eastbound)				Mellow Mountain Rd/Stonebridge Cir (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	1	173	2	0	1	95	1	0	1	0	0	0	1	0	4	0	279	
3:45 PM	1	156	0	0	1	75	5	0	6	0	1	0	0	0	2	0	247	
4:00 PM	0	174	0	0	5	100	2	0	4	0	3	0	2	0	2	0	292	
4:15 PM	1	174	2	0	4	107	2	0	0	0	0	0	1	0	2	0	293	1111
4:30 PM	1	188	4	0	1	97	1	0	2	0	0	0	0	0	1	0	295	1127
4:45 PM	1	164	2	0	2	66	1	0	1	0	0	0	0	0	5	0	242	1122
5:00 PM	0	181	3	0	0	55	2	0	0	0	1	0	0	0	1	0	243	1073
5:15 PM	2	188	2	0	6	84	2	0	3	0	2	0	0	0	1	0	290	1070

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	4	752	16	0	4	388	4	0	8	0	0	0	0	0	4	0	1180
Heavy Trucks	0	12	0		0	12	0		0	0	0		0	0	0		24
Buses																	
Pedestrians		0				8				4				0			12
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

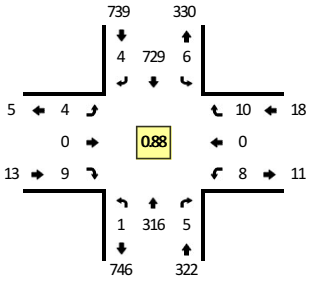
Type of peak hour being reported: Intersection Peak

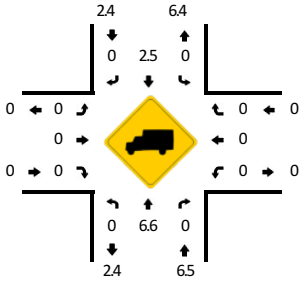
Method for determining peak hour: Total Entering Volume

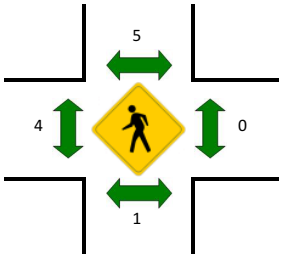
LOCATION: Deer Valley Dr -- Mellow Mountain Rd/Stonebridge Cir
CITY/STATE: Park City, UT

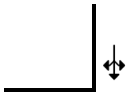
QC JOB #: 16467027
DATE: Sat, Feb 17 2024

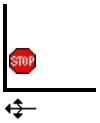
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:00 AM -- 8:15 AM

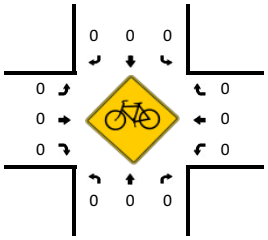


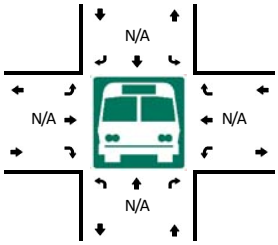


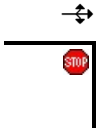


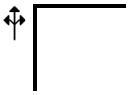


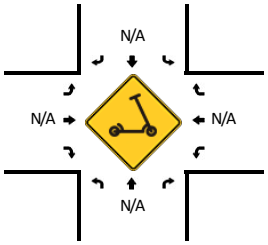












15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Mellow Mountain Rd/Stonebridge Cir (Eastbound)				Mellow Mountain Rd/Stonebridge Cir (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	1	65	2	0	1	230	0	0	1	0	3	0	3	0	3	0	309	
8:15 AM	0	75	1	0	0	192	2	0	0	0	1	0	1	0	0	0	272	
8:30 AM	0	86	2	0	3	171	1	0	2	0	5	0	3	0	3	0	276	
8:45 AM	0	90	0	0	2	136	1	0	1	0	0	0	1	0	4	0	235	1092
9:00 AM	1	80	2	0	1	157	0	0	0	1	1	0	5	0	2	0	250	1033
9:15 AM	0	78	0	0	1	115	2	0	2	0	0	0	0	0	2	0	200	961
9:30 AM	0	86	3	0	0	123	2	0	0	0	1	0	0	0	1	0	216	901
9:45 AM	4	102	1	0	0	107	5	1	4	0	3	0	1	0	2	0	230	896

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	4	260	8	0	4	920	0	0	4	0	12	0	12	0	12	0	1236
Heavy Trucks	0	16	0		0	24	0		0	0	0		0	0	0		40
Buses																	
Pedestrians		4				16				8				0			28
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

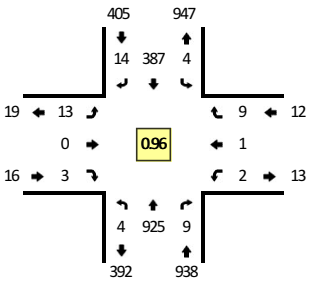
Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

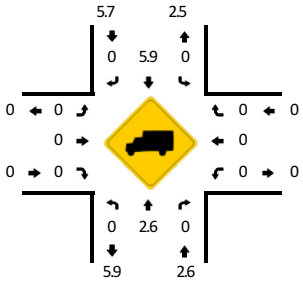
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

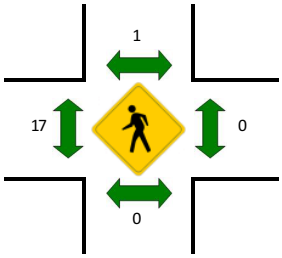
LOCATION: Deer Valley Dr -- Mellow Mountain Rd/Stonebridge Cir | **QC JOB #:** 16467028
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 17 2024

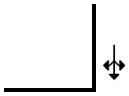
Peak-Hour: 4:00 PM -- 5:00 PM
Peak 15-Min: 4:00 PM -- 4:15 PM

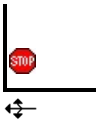


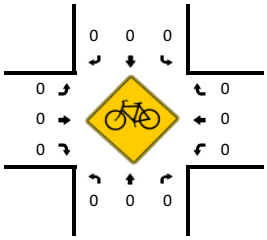
TRUE DATA TO IMPROVE MOBILITY

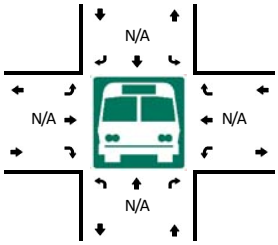


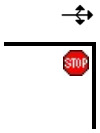


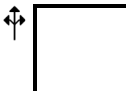


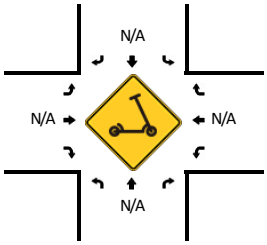












15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Mellow Mountain Rd/Stonebridge Cir (Eastbound)				Mellow Mountain Rd/Stonebridge Cir (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	1	176	4	0	0	97	2	0	0	0	0	0	1	0	1	0	282	
3:45 PM	0	179	4	0	1	115	4	0	3	0	0	0	1	0	0	0	307	
4:00 PM	0	233	2	0	0	117	4	0	0	0	1	0	0	0	1	0	358	
4:15 PM	1	229	3	0	1	97	6	0	2	0	0	0	2	1	1	0	343	1290
4:30 PM	2	238	1	0	1	88	2	0	5	0	0	0	0	0	2	0	339	1347
4:45 PM	1	225	3	0	2	85	2	0	6	0	2	0	0	0	5	0	331	1371
5:00 PM	2	214	2	1	3	88	2	0	3	0	3	0	0	0	2	0	320	1333
5:15 PM	2	176	5	0	2	88	5	1	4	0	1	0	1	0	3	0	288	1278

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	932	8	0	0	468	16	0	0	0	4	0	0	0	4	0	1432
Heavy Trucks	0	32	0		0	28	0		0	0	0		0	0	0		60
Buses																	
Pedestrians		0				0				16				0			16
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

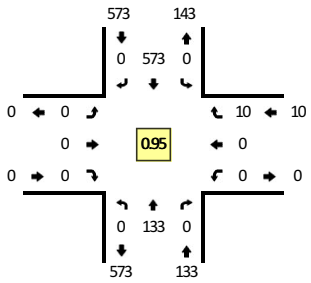
Type of peak hour being reported: Intersection Peak

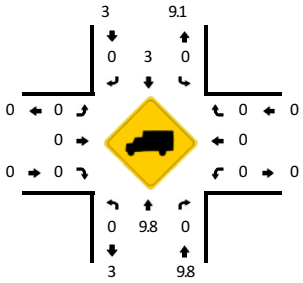
Method for determining peak hour: Total Entering Volume

LOCATION: Deer Valley Dr W -- Doe Pass Rd
CITY/STATE: Park City, UT

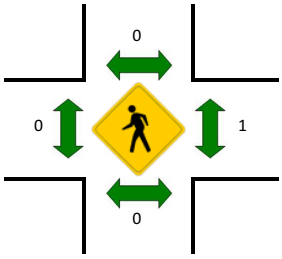
QC JOB #: 16467029
DATE: Fri, Feb 16 2024

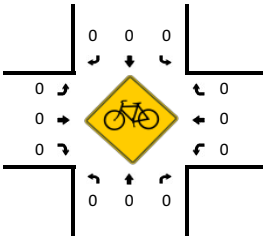
Peak-Hour: 8:30 AM -- 9:30 AM
Peak 15-Min: 8:45 AM -- 9:00 AM

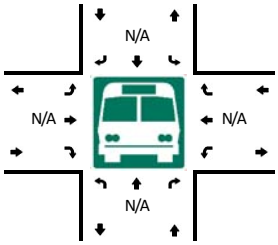


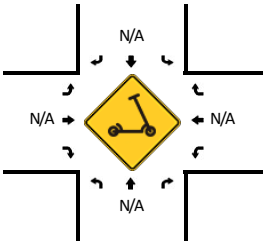


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Doe Pass Rd (Eastbound)				Doe Pass Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	21	0	0	0	123	0	0	0	0	0	0	0	0	4	0	148	
8:15 AM	0	30	0	0	0	137	0	0	0	0	0	0	0	0	5	0	172	
8:30 AM	0	31	0	0	0	144	0	0	0	0	0	0	0	0	3	0	178	
8:45 AM	0	32	0	0	0	155	0	0	0	0	0	0	0	0	2	0	189	687
9:00 AM	0	34	0	0	0	125	0	0	0	0	0	0	0	0	4	0	163	702
9:15 AM	0	36	0	0	0	149	0	0	0	0	0	0	0	0	1	0	186	716
9:30 AM	0	52	0	0	0	120	0	0	0	0	0	0	0	0	3	0	175	713
9:45 AM	0	37	0	0	0	134	0	0	0	0	0	0	0	0	6	0	177	701

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	128	0	0	0	620	0	0	0	0	0	0	0	0	8	0	756
Heavy Trucks	0	4	0		0	16	0		0	0	0		0	0	0		20
Buses																	
Pedestrians		0				0				0				4			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

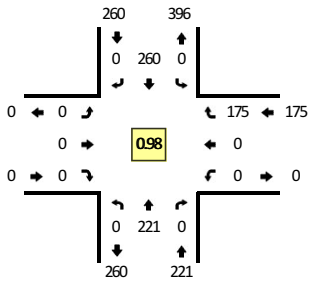
Type of peak hour being reported: Intersection Peak

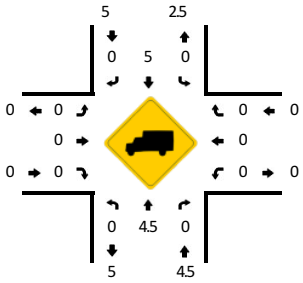
Method for determining peak hour: Total Entering Volume

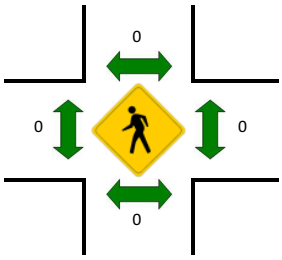
LOCATION: Deer Valley Dr W -- Doe Pass Rd
CITY/STATE: Park City, UT

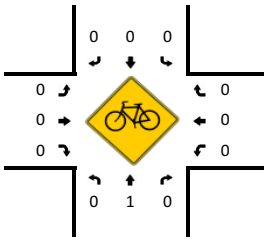
QC JOB #: 16467030
DATE: Fri, Feb 16 2024

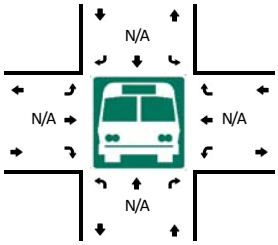
Peak-Hour: 3:30 PM -- 4:30 PM
Peak 15-Min: 3:30 PM -- 3:45 PM

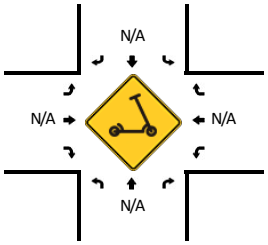












15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Doe Pass Rd (Eastbound)				Doe Pass Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	65	0	0	0	66	0	0	0	0	0	0	0	0	37	0	168	
3:45 PM	0	63	0	0	0	52	0	0	0	0	0	0	0	0	53	0	168	
4:00 PM	0	50	0	0	0	68	0	0	0	0	0	0	0	0	42	0	160	
4:15 PM	0	43	0	0	0	74	0	0	0	0	0	0	0	0	43	0	160	656
4:30 PM	0	31	0	0	0	54	0	0	0	0	0	0	0	0	73	0	158	646
4:45 PM	0	49	0	0	0	45	0	0	0	0	0	0	0	0	43	0	137	615
5:00 PM	0	44	0	0	0	29	0	0	0	0	0	0	0	0	46	0	119	574
5:15 PM	0	56	0	0	0	41	0	0	0	0	0	0	0	0	43	0	140	554

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	260	0	0	0	264	0	0	0	0	0	0	0	0	148	0	672
Heavy Trucks	0	12	0		0	8	0		0	0	0		0	0	0		20
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

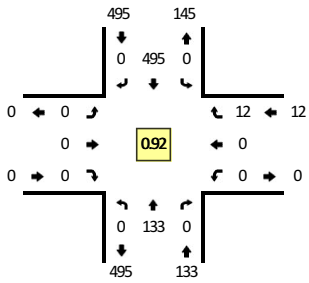
Type of peak hour being reported: Intersection Peak

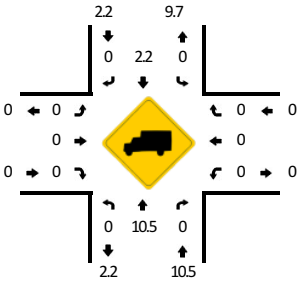
Method for determining peak hour: Total Entering Volume

LOCATION: Deer Valley Dr W -- Doe Pass Rd
CITY/STATE: Park City, UT

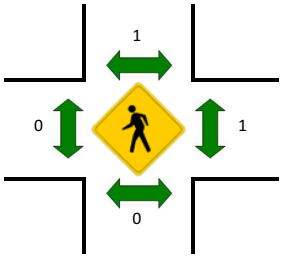
QC JOB #: 16467031
DATE: Sat, Feb 17 2024

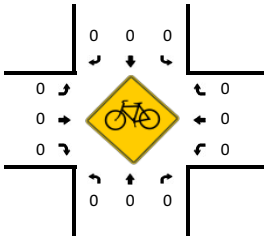
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:30 AM -- 8:45 AM

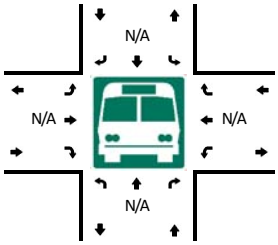


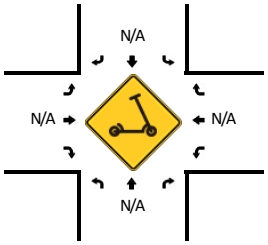


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Doe Pass Rd (Eastbound)				Doe Pass Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	32	0	0	0	140	0	0	0	0	0	0	0	0	1	0	173	
8:15 AM	0	29	0	0	0	120	0	0	0	0	0	0	0	0	5	0	154	
8:30 AM	0	36	0	0	0	136	0	0	0	0	0	0	0	0	2	0	174	
8:45 AM	0	36	0	0	0	99	0	0	0	0	0	0	0	0	4	0	139	640
9:00 AM	0	33	0	0	0	118	0	0	0	0	0	0	0	0	3	0	154	621
9:15 AM	0	37	0	0	0	81	0	0	0	0	0	0	0	0	6	0	124	591
9:30 AM	0	45	0	0	0	96	0	0	0	0	0	0	0	0	2	0	143	560
9:45 AM	0	42	0	0	0	84	0	0	0	0	0	0	0	0	8	0	134	555

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	144	0	0	0	544	0	0	0	0	0	0	0	0	8	0	696
Heavy Trucks	0	16	0		0	16	0		0	0	0		0	0	0		32
Buses																	
Pedestrians		0				4				0				0			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

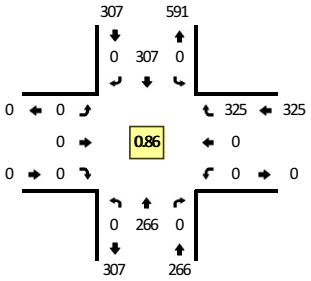
Type of peak hour being reported: Intersection Peak

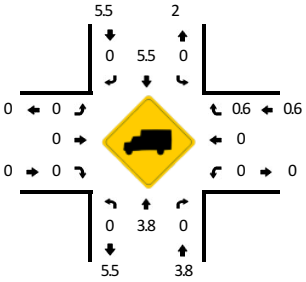
Method for determining peak hour: Total Entering Volume

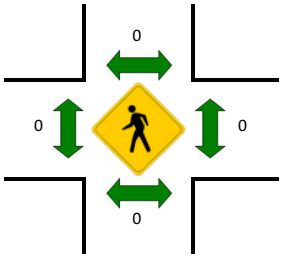
LOCATION: Deer Valley Dr W -- Doe Pass Rd
CITY/STATE: Park City, UT

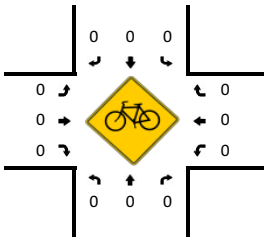
QC JOB #: 16467032
DATE: Sat, Feb 17 2024

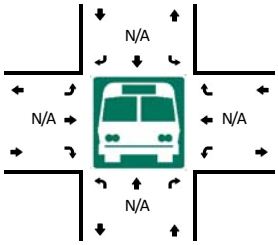
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

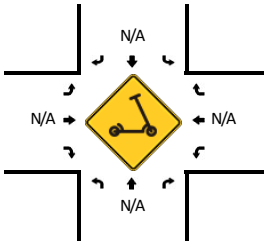












15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Doe Pass Rd (Eastbound)				Doe Pass Rd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	54	0	0	0	66	0	0	0	0	0	0	1	0	36	0	157	
3:45 PM	0	57	0	0	0	84	0	0	0	0	0	0	0	0	63	0	204	
4:00 PM	0	75	0	0	0	77	0	0	0	0	0	0	0	0	77	0	229	
4:15 PM	0	66	0	0	0	82	0	0	0	0	0	0	0	0	112	0	260	850
4:30 PM	0	68	0	0	0	64	0	0	0	0	0	0	0	0	73	0	205	898
4:45 PM	0	62	0	0	0	56	0	0	0	0	0	0	0	0	63	0	181	875
5:00 PM	0	50	0	0	0	46	0	0	0	0	0	0	0	0	45	0	141	787
5:15 PM	0	43	0	0	0	35	0	0	0	0	0	0	0	0	30	0	108	635

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	264	0	0	0	328	0	0	0	0	0	0	0	0	448	0	1040
Heavy Trucks	0	12	0		0	12	0		0	0	0		0	0	4		28
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

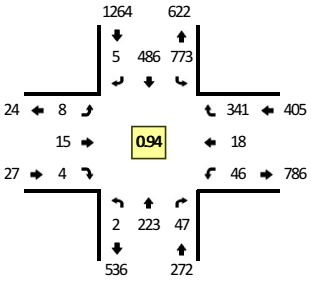
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

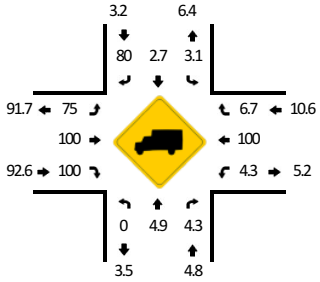
LOCATION: Marsac Ave -- Deer Valley Dr
CITY/STATE: Park City, UT

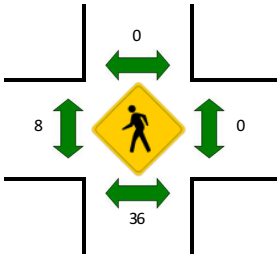
QC JOB #: 16467033
DATE: Fri, Feb 16 2024

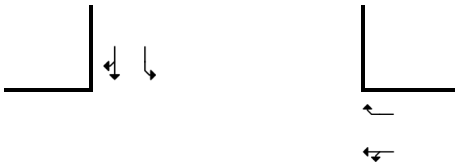
Peak-Hour: 9:00 AM -- 10:00 AM
Peak 15-Min: 9:15 AM -- 9:30 AM

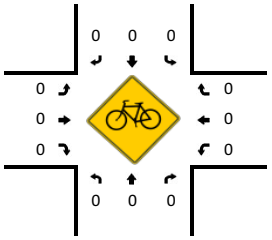


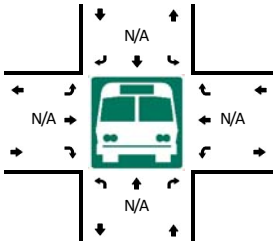
TRUE DATA TO IMPROVE MOBILITY

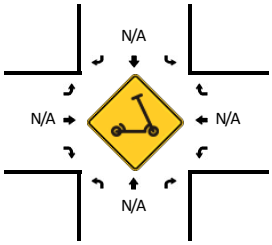












15-Min Count Period Beginning At	Marsac Ave (Northbound)				Marsac Ave (Southbound)				Deer Valley Dr (Eastbound)				Deer Valley Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	59	16	0	211	135	0	6	2	4	0	0	8	2	62	0	505	
8:15 AM	0	41	8	0	210	130	2	11	1	6	2	0	11	6	77	2	507	
8:30 AM	0	55	23	1	177	130	2	7	1	3	0	0	11	4	61	2	477	
8:45 AM	0	42	10	1	190	107	1	9	2	3	2	0	14	5	80	1	467	1956
9:00 AM	0	49	14	0	195	101	1	11	3	2	0	0	10	3	79	0	468	1919
9:15 AM	0	63	16	0	196	131	2	13	2	6	2	0	6	4	84	0	525	1937
9:30 AM	0	52	6	1	166	113	1	13	1	3	0	0	13	6	91	0	466	1926
9:45 AM	0	59	11	1	165	141	1	14	1	4	2	1	15	5	87	2	509	1968

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	252	64	0	784	524	8	52	8	24	8	0	24	16	336	0	2100
Heavy Trucks	0	20	0		36	16	4		4	24	8		4	16	40		172
Buses																	
Pedestrians		56				0				12				0			68
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

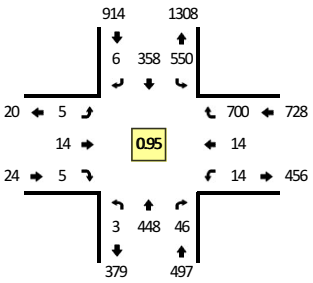
Report generated on 2/28/2024 7:03 AM

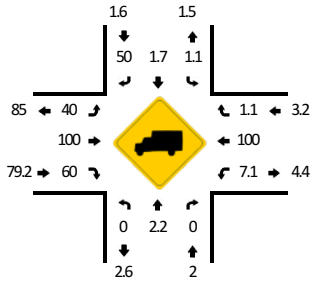
SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

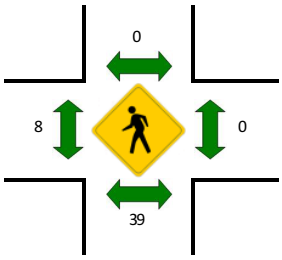
LOCATION: Marsac Ave -- Deer Valley Dr | **QC JOB #:** 16467034
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 16 2024

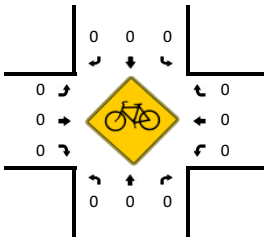
Peak-Hour: 3:30 PM -- 4:30 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

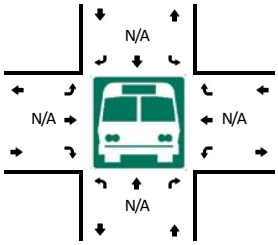


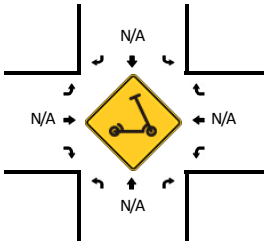


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Marsac Ave (Northbound)				Marsac Ave (Southbound)				Deer Valley Dr (Eastbound)				Deer Valley Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	96	14	1	106	91	2	33	3	8	1	0	4	6	166	0	531	
3:45 PM	0	109	6	0	86	106	0	47	0	1	0	0	0	3	163	0	521	
4:00 PM	0	119	17	0	92	67	3	38	2	4	2	0	1	2	194	0	541	
4:15 PM	0	124	9	2	111	94	1	37	0	1	2	0	8	3	177	1	570	2163
4:30 PM	0	112	19	1	89	92	0	22	3	2	1	1	9	2	175	1	529	2161
4:45 PM	0	140	7	0	69	67	1	28	1	2	2	0	9	2	176	0	504	2144
5:00 PM	0	105	8	1	65	89	0	32	2	2	0	0	6	1	195	0	506	2109
5:15 PM	0	101	7	0	94	100	1	37	3	3	4	0	8	1	176	1	536	2075

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	496	36	8	444	376	4	148	0	4	8	0	32	12	708	4	2280
Heavy Trucks	0	8	0		4	8	0		0	4	0		0	12	8		44
Buses																	
Pedestrians		44				0				16				0			60
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

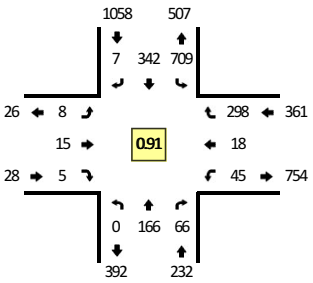
Type of peak hour being reported: Intersection Peak

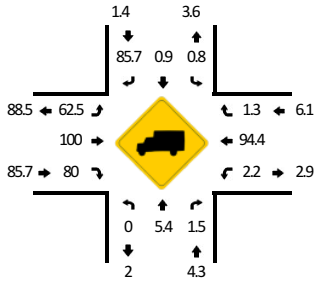
Method for determining peak hour: Total Entering Volume

LOCATION: Marsac Ave -- Deer Valley Dr
CITY/STATE: Park City, UT

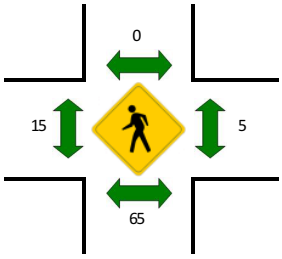
QC JOB #: 16467035
DATE: Sat, Feb 17 2024

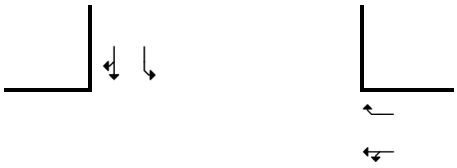
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:00 AM -- 8:15 AM

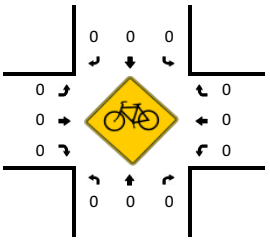


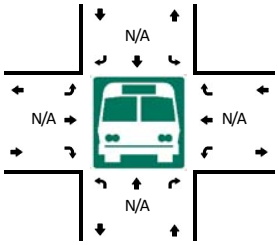


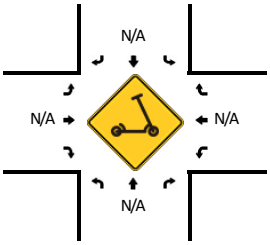
TRUE DATA TO IMPROVE MOBILITY











15-Min Count Period Beginning At	Marsac Ave (Northbound)				Marsac Ave (Southbound)				Deer Valley Dr (Eastbound)				Deer Valley Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	44	18	0	209	96	1	10	2	4	1	0	10	3	65	0	463	
8:15 AM	0	40	18	0	180	75	2	9	2	4	1	0	9	4	72	0	416	
8:30 AM	0	43	15	0	159	79	2	10	1	4	1	1	13	6	86	0	420	
8:45 AM	0	39	15	0	125	92	2	7	2	3	2	0	13	5	75	0	380	1679
9:00 AM	0	44	10	0	144	84	0	12	2	4	0	0	18	3	74	2	397	1613
9:15 AM	0	58	16	0	104	90	3	14	1	6	3	0	11	3	82	2	393	1590
9:30 AM	0	42	17	0	107	82	1	10	1	5	0	0	14	10	67	1	357	1527
9:45 AM	0	49	18	0	108	116	2	15	2	6	2	0	20	5	92	1	436	1583

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	176	72	0	836	384	4	40	8	16	4	0	40	12	260	0	1852
Heavy Trucks	0	12	0		8	0	4		8	16	4		0	12	8		72
Buses																	
Pedestrians		56				0				8				8			72
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

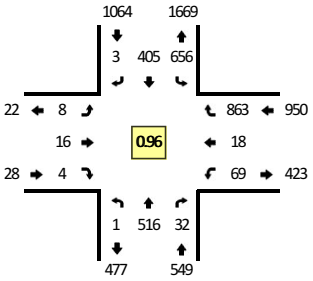
Type of peak hour being reported: Intersection Peak

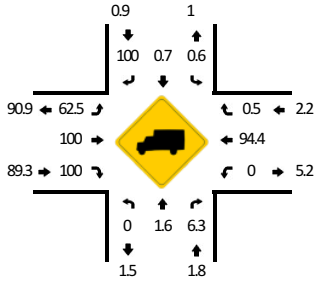
Method for determining peak hour: Total Entering Volume

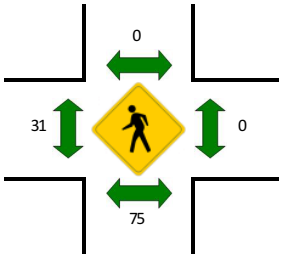
LOCATION: Marsac Ave -- Deer Valley Dr
CITY/STATE: Park City, UT

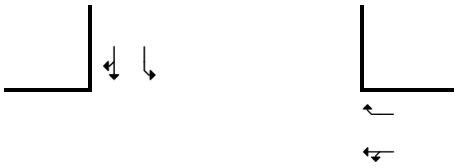
QC JOB #: 16467036
DATE: Sat, Feb 17 2024

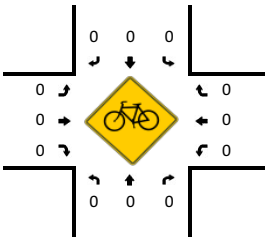
Peak-Hour: 4:15 PM -- 5:15 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

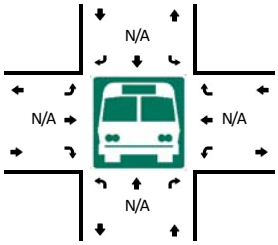


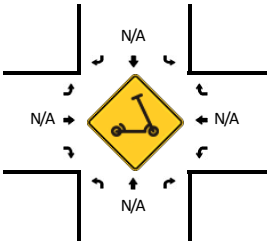












15-Min Count Period Beginning At	Marsac Ave (Northbound)				Marsac Ave (Southbound)				Deer Valley Dr (Eastbound)				Deer Valley Dr (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	1	122	17	0	97	86	3	58	3	3	0	0	7	7	178	0	582	
3:45 PM	0	115	18	1	110	116	1	85	1	4	2	0	16	4	179	2	654	
4:00 PM	0	123	15	1	103	92	1	62	2	5	0	0	21	6	192	0	623	
4:15 PM	0	137	5	0	105	106	0	63	2	4	2	0	19	4	225	0	672	2531
4:30 PM	0	125	11	0	82	99	1	70	3	4	0	0	18	4	220	2	639	2588
4:45 PM	0	136	6	0	92	107	1	65	1	3	2	0	16	4	220	0	653	2587
5:00 PM	0	118	10	1	94	93	1	85	1	5	0	1	14	6	198	0	627	2591
5:15 PM	0	114	12	0	92	94	0	69	1	5	2	0	16	8	190	0	603	2522

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	548	20	0	420	424	0	252	8	16	8	0	76	16	900	0	2688
Heavy Trucks	0	0	0		4	4	0		4	16	8		0	16	0		52
Buses																	
Pedestrians		68				0				40				0			108
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

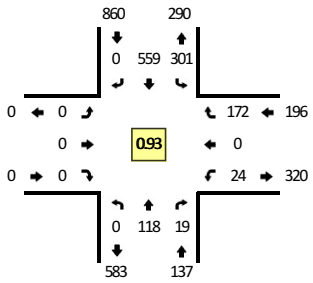
Report generated on 2/28/2024 7:03 AM

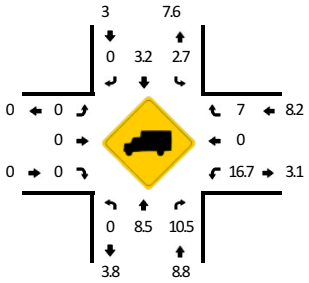
SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

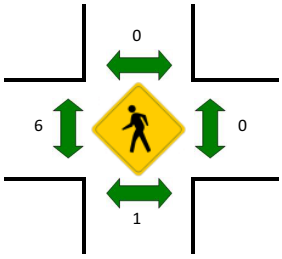
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 2) | **QC JOB #:** 16467053
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 16 2024

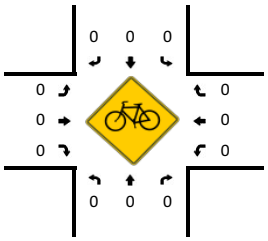
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:45 AM -- 9:00 AM

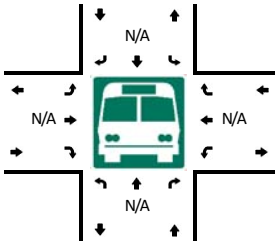


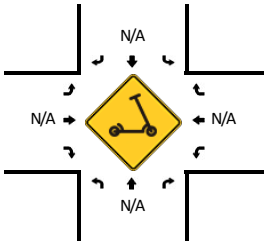


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 2) (Eastbound)				Deer Valley Dr N (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	19	4	0	98	119	0	0	0	0	0	0	3	0	38	0	281	
8:15 AM	0	36	2	0	80	147	0	0	0	0	0	0	6	0	46	0	317	
8:30 AM	0	29	8	0	54	140	0	0	0	0	0	0	2	0	41	0	274	
8:45 AM	0	34	5	0	69	153	0	0	0	0	0	0	13	0	47	0	321	1193
9:00 AM	0	31	10	0	64	114	0	0	0	0	0	0	5	0	50	0	274	1186
9:15 AM	0	28	4	0	75	147	0	0	0	0	0	0	8	0	46	0	308	1177
9:30 AM	0	51	7	0	47	115	0	0	0	0	0	0	4	0	51	0	275	1178
9:45 AM	0	39	5	0	46	132	0	0	0	0	0	0	5	0	57	0	284	1141

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	136	20	0	276	612	0	0	0	0	0	0	52	0	188	0	1284
Heavy Trucks	0	12	4		8	20	0		0	0	0		12	0	12		68
Buses																	
Pedestrians		0				0				0				0			0
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

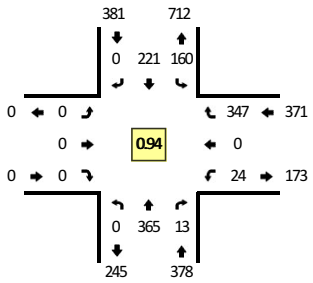
Comments:

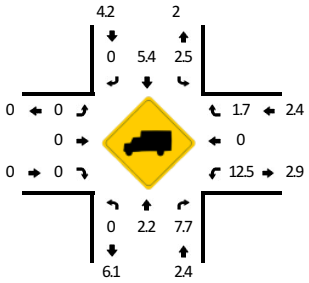
Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

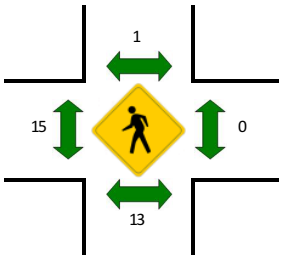
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

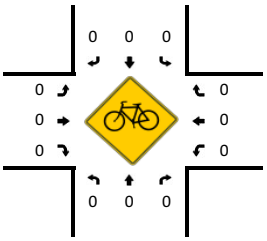
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 2) | **QC JOB #:** 16467054
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 16 2024

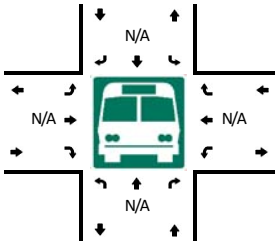
Peak-Hour: 4:00 PM -- 5:00 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

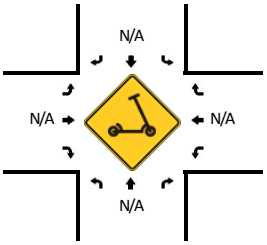












15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 2) (Eastbound)				Deer Valley Dr N (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	90	4	0	39	57	0	0	0	0	0	0	6	0	90	0	286	
3:45 PM	0	88	5	0	29	44	0	0	0	0	0	0	5	0	69	0	240	
4:00 PM	0	89	7	0	36	69	0	0	0	0	0	0	7	0	84	0	292	
4:15 PM	0	91	2	0	51	62	0	0	0	0	0	0	10	0	86	0	302	1120
4:30 PM	0	100	2	0	43	51	0	0	0	0	0	0	3	0	93	0	292	1126
4:45 PM	0	85	2	0	30	39	0	0	0	0	0	0	4	0	84	0	244	1130
5:00 PM	0	96	1	0	26	27	0	0	0	0	0	0	0	0	83	0	233	1071
5:15 PM	0	104	2	0	37	48	0	0	0	0	0	0	2	0	87	0	280	1049

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	364	8	0	204	248	0	0	0	0	0	0	40	0	344	0	1208
Heavy Trucks	0	4	0		4	8	0		0	0	0		4	0	12		32
Buses																	
Pedestrians		12				0				4				0			16
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

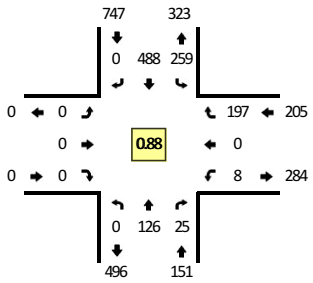
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

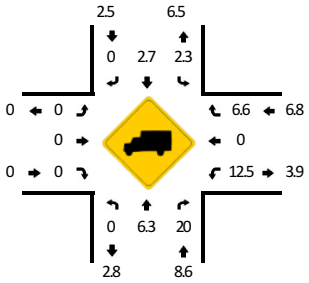
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 2) | **QC JOB #:** 16467055

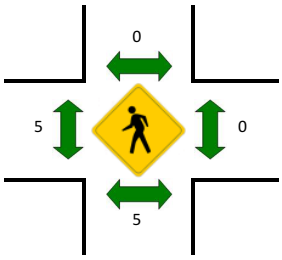
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 17 2024

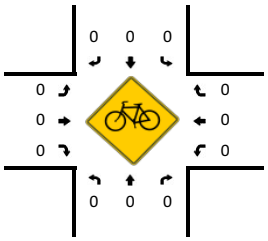
Peak-Hour: 8:00 AM -- 9:00 AM

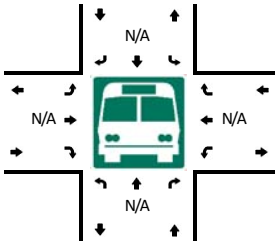
Peak 15-Min: 8:00 AM -- 8:15 AM

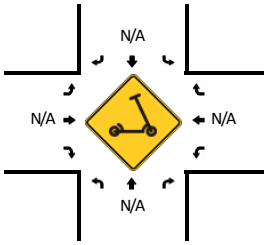












15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 2) (Eastbound)				Deer Valley Dr N (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	29	6	0	98	140	0	0	0	0	0	0	1	0	38	0	312	
8:15 AM	0	28	3	0	76	117	0	0	0	0	0	0	1	0	47	0	272	
8:30 AM	0	35	11	0	48	130	0	0	0	0	0	0	3	0	56	0	283	
8:45 AM	0	34	5	0	37	101	0	0	0	0	0	0	3	0	56	0	236	1103
9:00 AM	0	37	5	0	36	126	0	0	0	0	0	0	3	0	46	0	253	1044
9:15 AM	0	42	3	0	38	79	0	0	0	0	0	0	4	0	37	0	203	975
9:30 AM	0	39	4	0	37	89	0	0	0	0	0	0	8	0	51	0	228	920
9:45 AM	0	46	5	0	35	78	0	0	0	0	0	0	6	0	64	0	234	918

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	116	24	0	392	560	0	0	0	0	0	0	4	0	152	0	1248
Heavy Trucks	0	8	4		8	16	0		0	0	0		0	0	8		44
Buses																	
Pedestrians		8				0				12				0			20
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

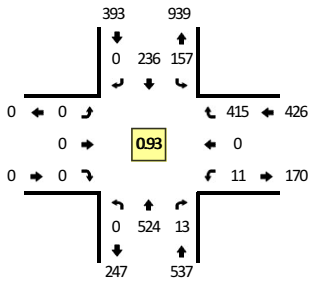
Comments:

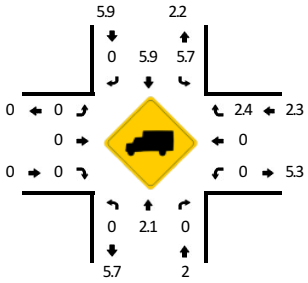
Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

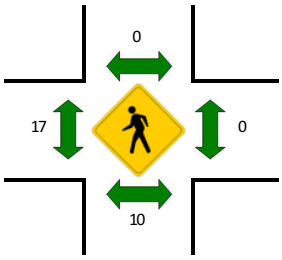
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 2) | **QC JOB #:** 16467056
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 17 2024

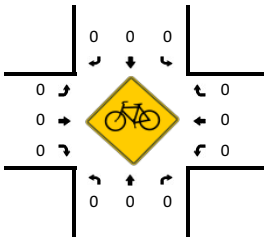
Peak-Hour: 4:00 PM -- 5:00 PM
Peak 15-Min: 4:00 PM -- 4:15 PM

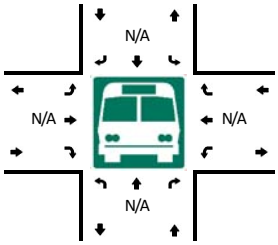


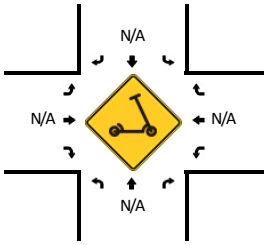


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 2) (Eastbound)				Deer Valley Dr N (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	86	3	0	39	59	0	0	0	0	0	0	6	0	93	0	286	
3:45 PM	0	109	3	0	45	74	0	0	0	0	0	0	6	0	78	0	315	
4:00 PM	0	139	3	0	48	70	0	0	0	0	0	0	5	0	99	0	364	
4:15 PM	0	136	2	0	36	59	0	0	0	0	0	0	4	0	95	0	332	1297
4:30 PM	0	127	4	0	36	56	0	0	0	0	0	0	1	0	118	0	342	1353
4:45 PM	0	122	4	0	37	51	0	0	0	0	0	0	1	0	103	0	318	1356
5:00 PM	0	115	1	0	47	42	0	0	0	0	0	0	3	0	105	0	313	1305
5:15 PM	0	95	5	0	49	37	0	0	0	0	0	0	3	0	74	0	263	1236

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	556	12	0	192	280	0	0	0	0	0	0	20	0	396	0	1456
Heavy Trucks	0	16	0		16	12	0		0	0	0		0	0	16		60
Buses																	
Pedestrians		0				0				12				0			12
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

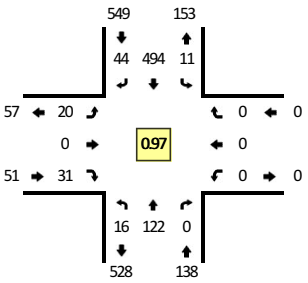
Comments:

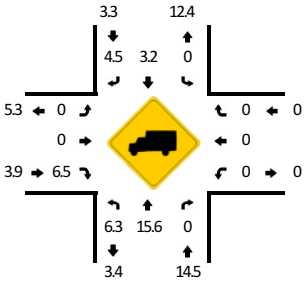
Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

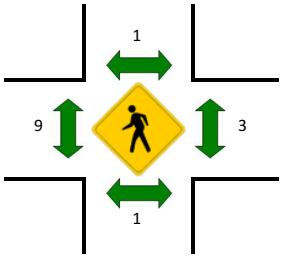
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

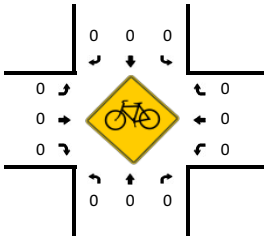
LOCATION: Deer Valley Dr W -- Royal St (Round 2) | **QC JOB #:** 16467082
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 16 2024

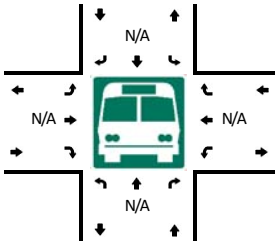
Peak-Hour: 8:45 AM -- 9:45 AM
Peak 15-Min: 9:15 AM -- 9:30 AM

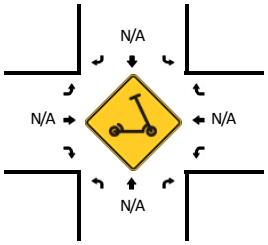












15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Royal St (Round 2) (Eastbound)				Royal St (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	4	17	0	0	0	118	5	0	5	0	6	0	0	0	0	0	155	
8:15 AM	2	20	0	0	0	129	6	2	7	0	9	0	0	0	0	0	175	
8:30 AM	3	23	0	0	0	134	8	2	8	0	7	0	0	0	0	0	185	
8:45 AM	2	27	0	1	0	139	12	4	2	0	3	0	0	0	0	0	190	705
9:00 AM	3	28	0	0	0	113	10	2	4	0	10	0	0	0	0	0	170	720
9:15 AM	2	26	0	1	0	139	6	4	4	0	9	0	0	0	0	0	191	736
9:30 AM	6	41	0	1	0	103	16	1	10	0	9	0	0	0	0	0	187	738
9:45 AM	2	29	0	0	0	118	15	1	7	0	6	0	0	0	0	0	178	726

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	8	104	0	4	0	556	24	16	16	0	36	0	0	0	0	0	764
Heavy Trucks	0	16	0		0	16	0		0	0	4		0	0	0		36
Buses																	
Pedestrians		0				0				28				0			28
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

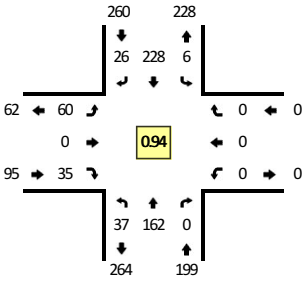
Comments:

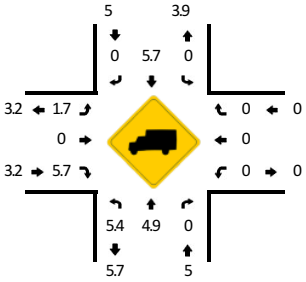
Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

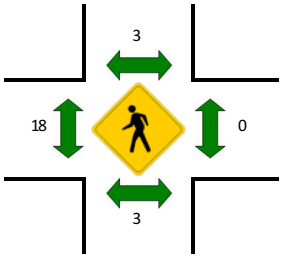
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

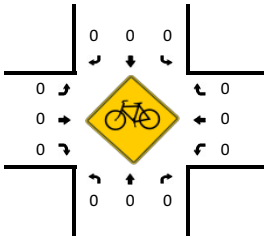
LOCATION: Deer Valley Dr W -- Royal St (Round 2) | **QC JOB #:** 16467083
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 16 2024

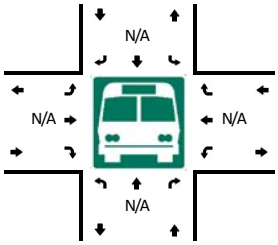
Peak-Hour: 3:30 PM -- 4:30 PM
Peak 15-Min: 3:30 PM -- 3:45 PM

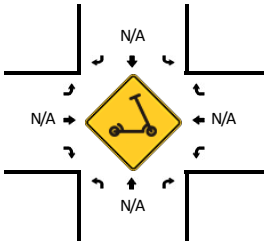












15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Royal St (Round 2) (Eastbound)				Royal St (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	7	45	0	0	0	59	4	3	18	0	11	0	0	0	0	0	147	
3:45 PM	8	42	0	0	0	45	6	1	19	0	6	0	0	0	0	0	127	
4:00 PM	13	50	0	0	0	60	7	1	8	0	5	0	0	0	0	0	144	
4:15 PM	8	25	0	1	0	64	9	1	15	0	13	0	0	0	0	0	136	554
4:30 PM	2	18	0	2	0	44	9	1	12	0	10	1	0	0	0	0	99	506
4:45 PM	20	42	0	0	0	35	10	0	5	0	8	0	0	0	0	0	120	499
5:00 PM	4	38	0	0	0	22	7	0	9	0	3	0	0	0	0	0	83	438
5:15 PM	9	37	0	0	0	39	1	1	7	0	10	0	0	0	0	0	104	406

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	28	180	0	0	0	236	16	12	72	0	44	0	0	0	0	0	588
Heavy Trucks	0	8	0		0	8	0		4	0	0		0	0	0		20
Buses																	
Pedestrians		0				0				4				0			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

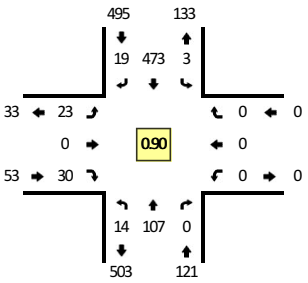
Type of peak hour being reported: Intersection Peak

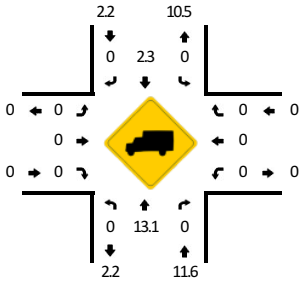
Method for determining peak hour: Total Entering Volume

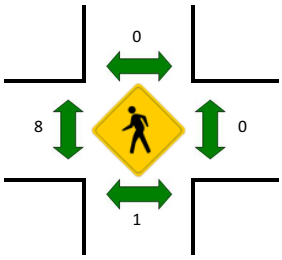
LOCATION: Deer Valley Dr W -- Royal St (Round 2)
CITY/STATE: Park City, UT

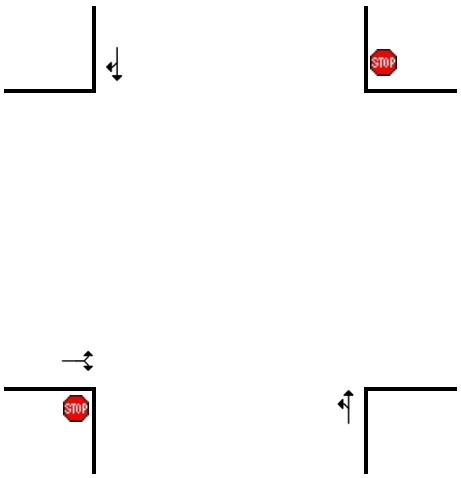
QC JOB #: 16467084
DATE: Sat, Feb 17 2024

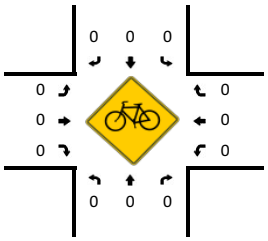
Peak-Hour: 8:00 AM -- 9:00 AM
Peak 15-Min: 8:30 AM -- 8:45 AM

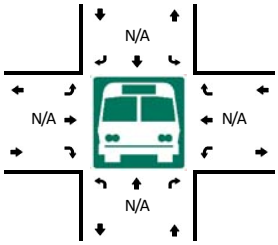


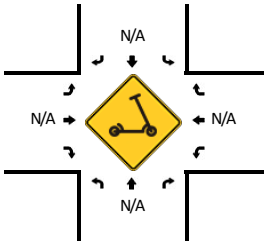












15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Royal St (Round 2) (Eastbound)				Royal St (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	2	27	0	0	0	131	9	0	5	0	3	0	0	0	0	0	177	
8:15 AM	5	21	0	0	0	113	5	2	8	0	6	0	0	0	0	0	160	
8:30 AM	4	27	0	0	0	134	1	1	6	0	13	0	0	0	0	0	186	
8:45 AM	3	32	0	0	0	95	4	0	4	0	8	0	0	0	0	0	146	669
9:00 AM	7	29	0	0	0	109	7	2	4	0	11	0	0	0	0	0	169	661
9:15 AM	3	28	0	0	0	72	8	1	8	0	10	0	0	0	0	0	130	631
9:30 AM	2	34	0	0	0	89	3	4	7	0	6	0	0	0	0	0	145	590
9:45 AM	5	36	0	1	0	78	4	2	4	0	5	0	0	0	0	0	135	579

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	16	108	0	0	0	536	4	4	24	0	52	0	0	0	0	0	744
Heavy Trucks	0	16	0		0	16	0		0	0	0		0	0	0		32
Buses																	
Pedestrians		0				0				28				0			28
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

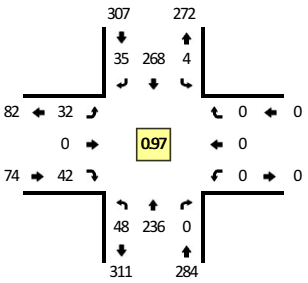
Type of peak hour being reported: Intersection Peak

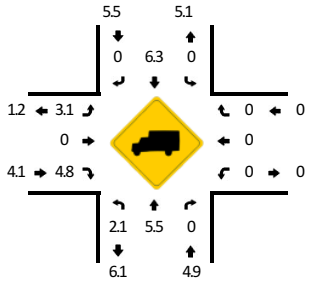
Method for determining peak hour: Total Entering Volume

LOCATION: Deer Valley Dr W -- Royal St (Round 2)
CITY/STATE: Park City, UT

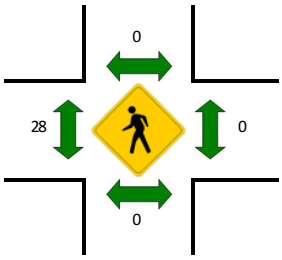
QC JOB #: 16467085
DATE: Sat, Feb 17 2024

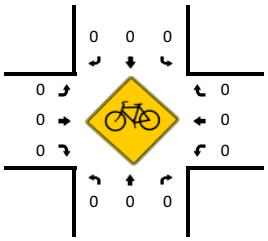
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:00 PM -- 4:15 PM

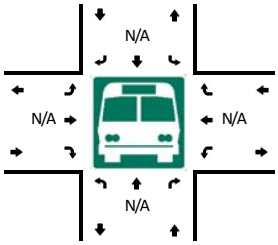


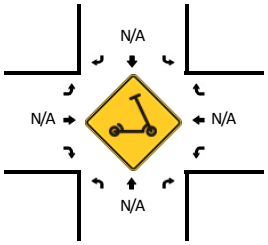


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Royal St (Round 2) (Eastbound)				Royal St (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	6	46	0	0	0	63	2	1	7	0	13	0	0	0	0	0	138	
3:45 PM	6	52	0	0	0	75	9	0	7	0	11	0	0	0	0	0	160	
4:00 PM	13	61	0	0	0	67	9	1	11	0	10	0	0	0	0	0	172	
4:15 PM	12	56	0	1	0	68	12	2	8	0	13	0	0	0	0	0	172	642
4:30 PM	16	67	0	0	0	58	5	1	6	0	8	0	0	0	0	0	161	665
4:45 PM	6	52	0	0	0	44	11	1	6	0	8	0	0	0	0	0	128	633
5:00 PM	5	43	0	3	0	38	7	1	4	0	4	0	0	0	0	0	105	566
5:15 PM	2	31	0	0	0	28	7	0	11	0	4	0	0	0	0	0	83	477

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	52	244	0	0	0	268	36	4	44	0	40	0	0	0	0	0	688
Heavy Trucks	0	16	0		0	12	0		0	0	0		0	0	0		28
Buses																	
Pedestrians		0				0				56				0			56
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

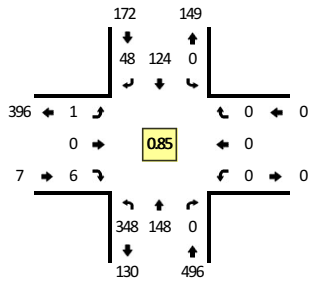
Type of peak hour being reported: Intersection Peak

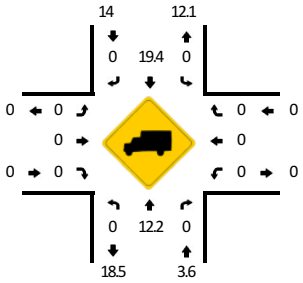
Method for determining peak hour: Total Entering Volume

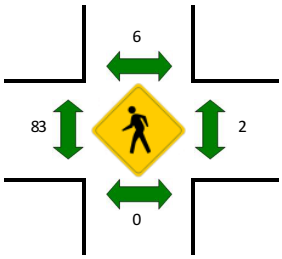
LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 2)
CITY/STATE: Park City, UT

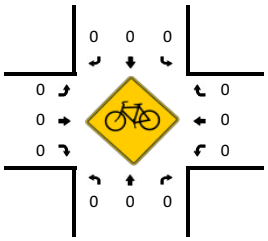
QC JOB #: 16467086
DATE: Fri, Feb 16 2024

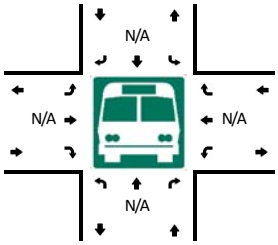
Peak-Hour: 8:45 AM -- 9:45 AM
Peak 15-Min: 8:45 AM -- 9:00 AM

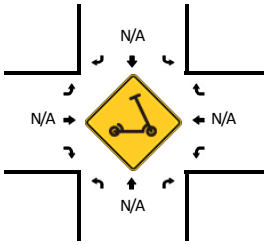












15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 2) (Eastbound)				Doe Pass Rd (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	2	27	0	0	0	63	9	0	0	0	0	0	0	0	0	0	101	
8:15 AM	6	23	0	0	0	54	8	0	0	0	1	0	0	0	0	0	92	
8:30 AM	49	28	0	0	0	35	9	0	0	0	0	0	0	0	0	0	121	
8:45 AM	104	40	0	0	0	36	18	0	0	0	1	0	0	0	0	0	199	513
9:00 AM	77	41	0	0	0	28	10	0	0	0	2	0	0	0	0	0	158	570
9:15 AM	95	37	0	0	0	30	10	0	1	0	1	0	0	0	0	0	174	652
9:30 AM	72	30	0	0	0	30	10	0	0	0	2	0	0	0	0	0	144	675
9:45 AM	66	40	0	0	0	17	1	0	1	0	1	0	0	0	0	0	126	602

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	416	160	0	0	0	144	72	0	0	0	4	0	0	0	0	0	796
Heavy Trucks	0	24	0		0	8	0		0	0	0		0	0	0		32
Buses																	
Pedestrians		0				4				60				0			64
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

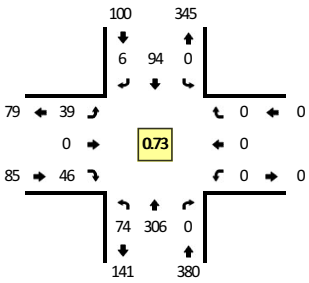
Type of peak hour being reported: Intersection Peak

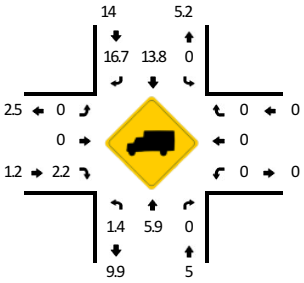
Method for determining peak hour: Total Entering Volume

LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 2)
CITY/STATE: Park City, UT

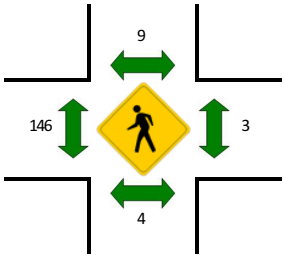
QC JOB #: 16467087
DATE: Fri, Feb 16 2024

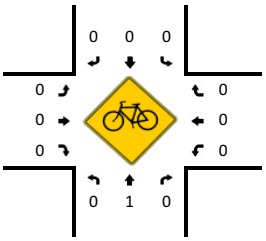
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:15 PM -- 4:30 PM

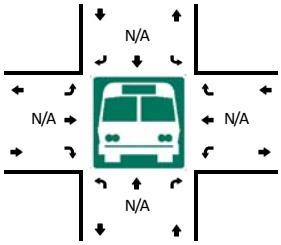


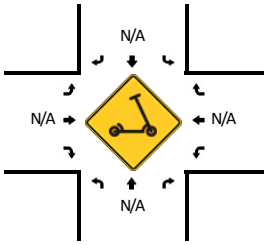


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 2) (Eastbound)				Doe Pass Rd (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	14	59	0	0	0	21	1	0	13	0	3	0	0	0	0	0	111	
3:45 PM	18	45	0	0	0	20	2	0	6	0	11	0	0	0	0	0	102	
4:00 PM	15	85	0	0	0	23	0	0	12	0	10	0	0	0	0	0	145	
4:15 PM	16	102	0	0	0	33	3	0	19	0	21	0	0	0	0	0	194	552
4:30 PM	24	74	0	1	0	18	1	0	2	0	4	0	0	0	0	0	124	565
4:45 PM	15	59	0	0	0	17	3	0	0	0	6	0	0	0	0	0	100	563
5:00 PM	18	54	0	0	0	8	1	0	1	0	2	0	0	0	0	0	84	502
5:15 PM	6	51	0	1	0	13	4	0	5	0	2	0	0	0	0	0	82	390

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	64	408	0	0	0	132	12	0	76	0	84	0	0	0	0	0	776
Heavy Trucks	0	28	0		0	24	4		0	0	0		0	0	0		56
Buses																	
Pedestrians		4				16				220				4			244
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

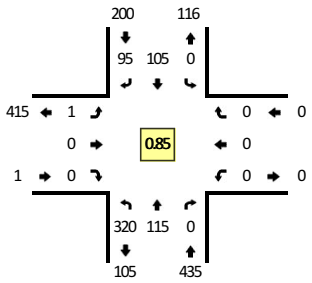
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

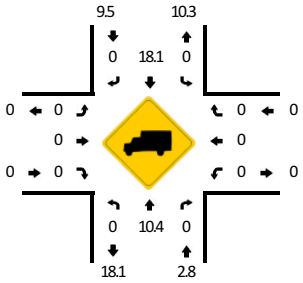
LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 2)
CITY/STATE: Park City, UT

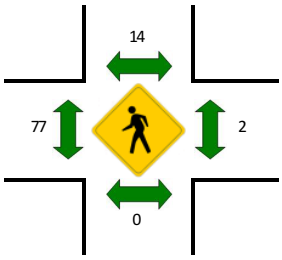
QC JOB #: 16467088
DATE: Sat, Feb 17 2024

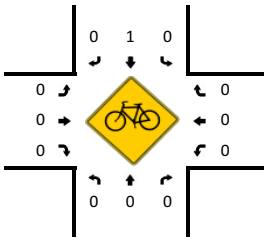
Peak-Hour: 8:15 AM -- 9:15 AM
Peak 15-Min: 8:15 AM -- 8:30 AM

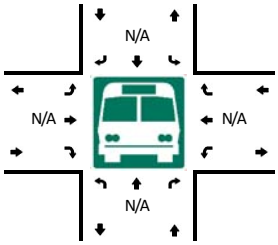


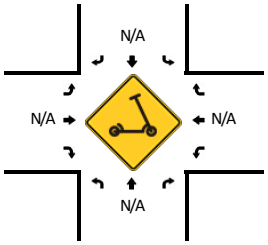
TRUE DATA TO IMPROVE MOBILITY











15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 2) (Eastbound)				Doe Pass Rd (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	23	21	0	0	0	51	24	0	0	0	1	0	0	0	0	0	120	
8:15 AM	90	23	0	0	0	30	43	0	1	0	0	0	0	0	0	0	187	
8:30 AM	86	26	0	0	0	26	26	0	0	0	0	0	0	0	0	0	164	
8:45 AM	70	32	0	0	0	27	10	0	0	0	0	0	0	0	0	0	139	610
9:00 AM	74	34	0	0	0	22	16	0	0	0	0	0	0	0	0	0	146	636
9:15 AM	43	25	0	0	0	23	12	0	0	0	0	0	0	0	0	0	103	552
9:30 AM	41	36	0	0	0	19	13	0	0	0	1	0	0	0	0	0	110	498
9:45 AM	27	47	0	0	0	16	9	0	0	0	0	0	0	0	0	0	99	458

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	360	92	0	0	0	120	172	0	4	0	0	0	0	0	0	0	748
Heavy Trucks	0	4	0		0	16	0		0	0	0		0	0	0		20
Buses																	
Pedestrians		0				0				60				8			68
Bicycles	0	0	0		0	4	0		0	0	0		0	0	0		4
Scooters																	

Comments:

Report generated on 2/28/2024 7:03 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

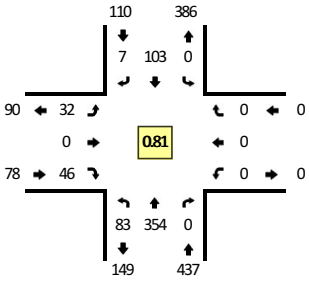
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

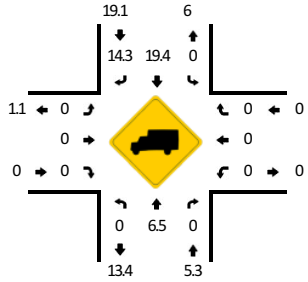
LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 2) | **QC JOB #:** 16467089

CITY/STATE: Park City, UT | **DATE:** Sat, Feb 17 2024

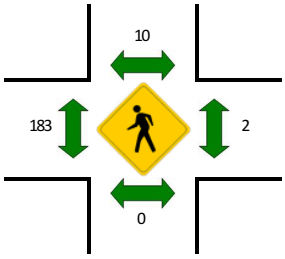
Peak-Hour: 4:00 PM -- 5:00 PM

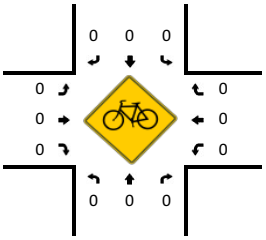
Peak 15-Min: 4:15 PM -- 4:30 PM

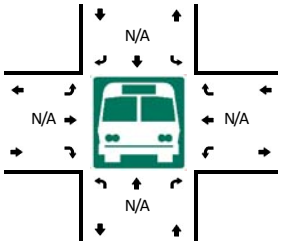


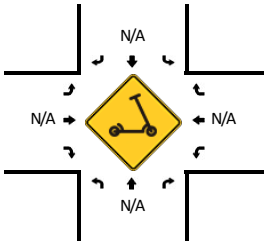


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 2) (Eastbound)				Doe Pass Rd (Round 2) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	11	67	0	0	0	22	2	0	8	0	8	0	0	0	0	0	118	
3:45 PM	16	57	0	0	0	15	0	0	10	0	8	0	0	0	0	0	106	
4:00 PM	25	88	0	0	0	28	1	0	9	0	14	0	0	0	0	0	165	
4:15 PM	16	120	0	0	0	32	3	0	8	0	14	0	0	0	0	0	193	582
4:30 PM	24	78	0	0	0	23	1	0	5	0	9	0	0	0	0	0	140	604
4:45 PM	18	68	0	0	0	20	2	0	10	0	9	0	0	0	0	0	127	625
5:00 PM	8	46	0	0	0	23	1	0	1	0	8	0	0	0	0	0	87	547
5:15 PM	10	41	0	0	0	10	3	0	2	0	1	0	0	0	0	0	67	421

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	64	480	0	0	0	128	12	0	32	0	56	0	0	0	0	0	772
Heavy Trucks	0	12	0		0	16	4		0	0	0		0	0	0		32
Buses																	
Pedestrians		0				4				284				8			296
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

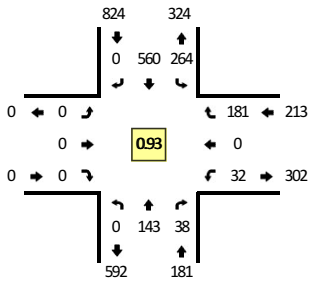
Comments:

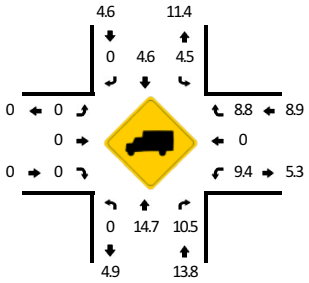
Report generated on 2/28/2024 7:03 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

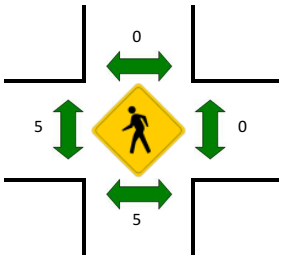
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 3) | **QC JOB #:** 16467090
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 23 2024

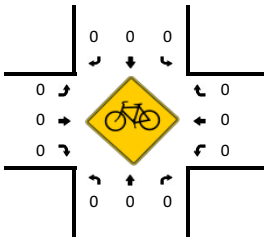
Peak-Hour: 9:00 AM -- 10:00 AM
Peak 15-Min: 9:45 AM -- 10:00 AM

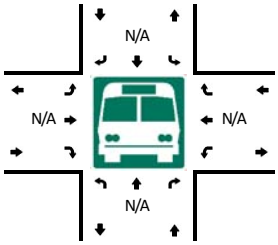


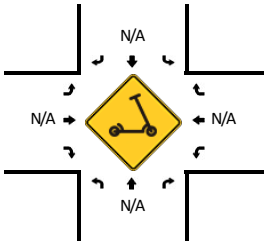


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 3) (Eastbound)				Deer Valley Dr N (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	20	5	0	92	131	0	0	0	0	0	0	3	0	32	0	283	
8:15 AM	0	28	4	0	70	168	0	0	0	0	0	0	4	0	44	0	318	
8:30 AM	0	36	2	0	64	149	0	0	0	0	0	0	4	0	57	0	312	
8:45 AM	0	20	6	0	69	126	0	0	0	0	0	0	9	0	36	0	266	1179
9:00 AM	0	30	3	0	48	145	0	0	0	0	0	0	9	0	62	0	297	1193
9:15 AM	0	28	8	0	72	146	0	0	0	0	0	0	9	0	37	0	300	1175
9:30 AM	0	37	8	0	69	130	0	0	0	0	0	0	10	0	40	0	294	1157
9:45 AM	0	48	19	0	75	139	0	0	0	0	0	0	4	0	42	0	327	1218

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	192	76	0	300	556	0	0	0	0	0	0	16	0	168	0	1308
Heavy Trucks	0	20	4		16	32	0		0	0	0		4	0	24		100
Buses																	
Pedestrians		0				0				4				0			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 3/6/2024 8:14 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

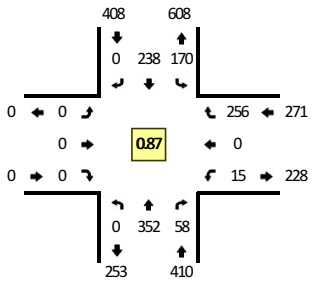
Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

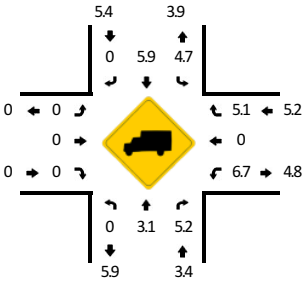
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 3)
CITY/STATE: Park City, UT

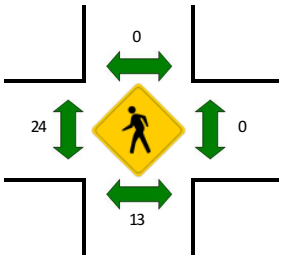
QC JOB #: 16467091
DATE: Fri, Feb 23 2024

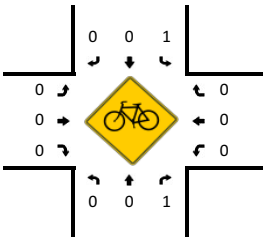
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 3:45 PM -- 4:00 PM

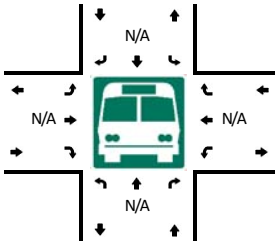


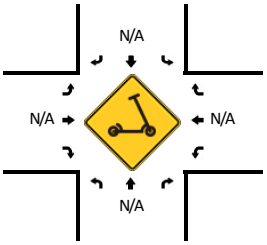
TRUE DATA TO IMPROVE MOBILITY











15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 3) (Eastbound)				Deer Valley Dr N (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	65	7	0	42	59	0	0	0	0	0	0	6	0	73	0	252	
3:45 PM	0	103	5	0	37	70	0	0	0	0	0	0	6	0	93	0	314	
4:00 PM	0	84	11	0	47	74	0	0	0	0	0	0	2	0	68	0	286	
4:15 PM	0	68	20	0	46	51	0	0	0	0	0	0	2	0	41	0	228	1080
4:30 PM	0	97	22	0	40	43	0	0	0	0	0	0	5	0	54	0	261	1089
4:45 PM	0	86	20	0	32	41	0	0	0	0	0	0	1	0	65	0	245	1020
5:00 PM	0	104	12	0	38	39	0	0	0	0	0	0	2	0	81	0	276	1010
5:15 PM	0	65	2	0	51	31	0	0	0	0	0	0	2	0	97	0	248	1030

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	412	20	0	148	280	0	0	0	0	0	0	24	0	372	0	1256
Heavy Trucks	0	28	4		4	12	0		0	0	0		4	0	16		68
Buses																	
Pedestrians		8				0				12				0			20
Bicycles	0	0	4		0	0	0		0	0	0		0	0	0		4
Scooters																	

Comments:

Report generated on 3/6/2024 8:14 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

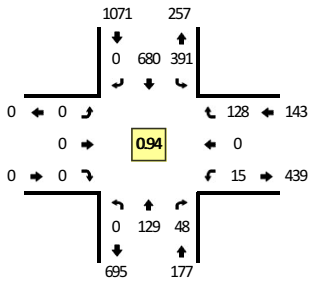
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

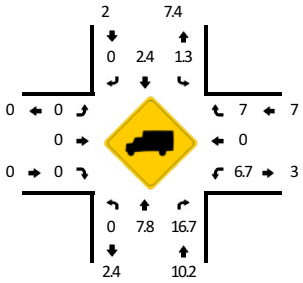
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 3) | **QC JOB #:** 16467092

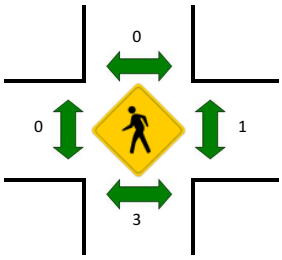
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 24 2024

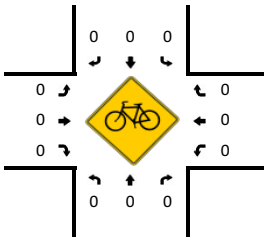
Peak-Hour: 8:00 AM -- 9:00 AM

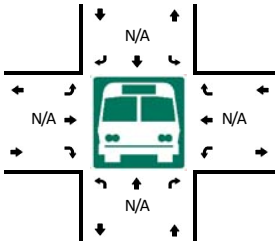
Peak 15-Min: 8:15 AM -- 8:30 AM

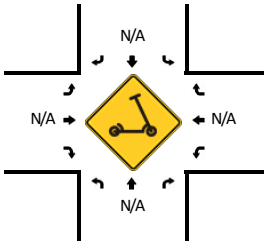












15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 3) (Eastbound)				Deer Valley Dr N (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	0	16	5	0	83	203	0	0	0	0	0	0	2	0	24	0	333	
8:15 AM	0	39	8	0	106	181	0	0	0	0	0	0	5	0	29	0	368	
8:30 AM	0	36	20	0	94	165	0	0	0	0	0	0	3	0	44	0	362	
8:45 AM	0	38	15	0	108	131	0	0	0	0	0	0	5	0	31	0	328	1391
9:00 AM	0	35	23	0	84	120	0	0	0	0	0	0	2	0	32	0	296	1354
9:15 AM	0	32	25	0	101	81	0	0	0	0	0	0	5	0	41	0	285	1271
9:30 AM	0	50	16	0	65	80	0	0	0	0	0	0	6	0	40	0	257	1166
9:45 AM	0	57	7	0	33	70	0	0	0	0	0	0	7	0	90	0	264	1102

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	156	32	0	424	724	0	0	0	0	0	0	20	0	116	0	1472
Heavy Trucks	0	16	0		8	16	0		0	0	0		0	0	16		56
Buses																	
Pedestrians		8				0				0				4			12
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 3/6/2024 8:14 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

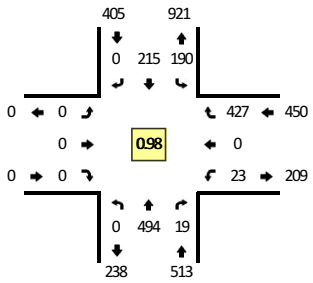
Type of peak hour being reported: Intersection Peak

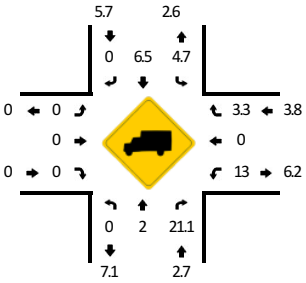
Method for determining peak hour: Total Entering Volume

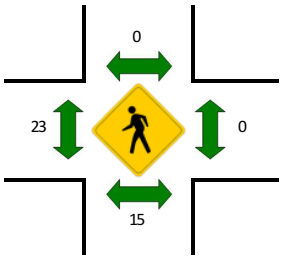
LOCATION: Deer Valley Dr -- Deer Valley Dr N (Round 3)
CITY/STATE: Park City, UT

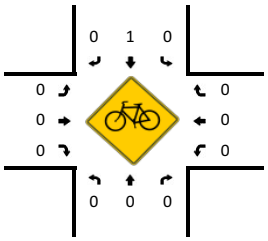
QC JOB #: 16467093
DATE: Sat, Feb 24 2024

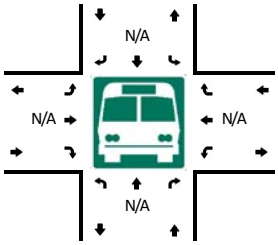
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:00 PM -- 4:15 PM

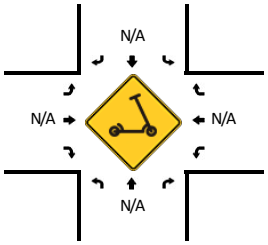












15-Min Count Period Beginning At	Deer Valley Dr (Northbound)				Deer Valley Dr (Southbound)				Deer Valley Dr N (Round 3) (Eastbound)				Deer Valley Dr N (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	101	2	0	34	56	0	0	0	0	0	0	11	0	100	0	304	
3:45 PM	0	114	4	0	56	61	0	0	0	0	0	0	6	0	102	0	343	
4:00 PM	0	110	7	0	42	54	0	0	0	0	0	0	9	0	128	0	350	
4:15 PM	0	133	6	0	46	51	0	0	0	0	0	0	3	0	98	0	337	1334
4:30 PM	0	137	2	0	46	49	0	0	0	0	0	0	5	0	99	0	338	1368
4:45 PM	0	111	5	0	33	62	0	0	0	0	0	0	2	0	93	0	306	1331
5:00 PM	0	84	6	0	42	40	0	0	0	0	0	0	2	0	91	0	265	1246
5:15 PM	0	72	4	0	39	39	0	0	0	0	0	0	5	0	79	0	238	1147

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	440	28	0	168	216	0	0	0	0	0	0	36	0	512	0	1400
Heavy Trucks	0	8	4		4	16	0		0	0	0		4	0	4		40
Buses																	
Pedestrians		16				0				24				0			40
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 3/6/2024 8:14 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

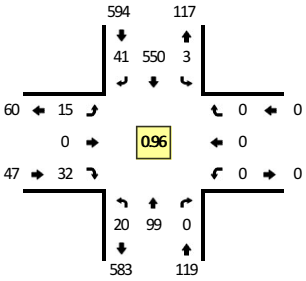
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

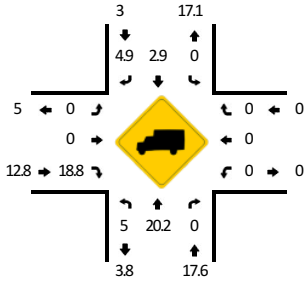
LOCATION: Deer Valley Dr W -- Royal St (Round 3) | **QC JOB #:** 16467094

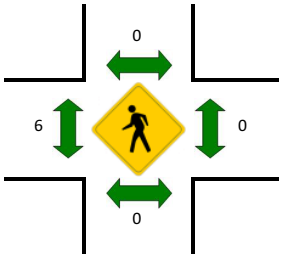
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 23 2024

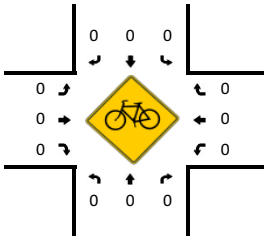
Peak-Hour: 8:30 AM -- 9:30 AM

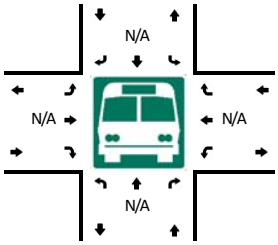
Peak 15-Min: 9:15 AM -- 9:30 AM

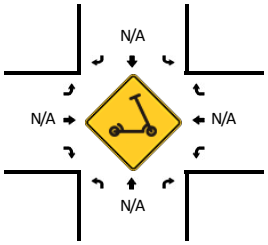












15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Royal St (Round 3) (Eastbound)				Royal St (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	2	20	0	0	0	118	2	0	2	0	0	0	0	0	0	0	144	
8:15 AM	3	19	0	0	0	158	4	1	5	0	4	0	0	0	0	0	194	
8:30 AM	6	26	0	1	0	136	5	2	4	0	14	0	0	0	0	0	194	
8:45 AM	5	23	0	0	0	137	10	0	3	0	10	0	0	0	0	0	188	720
9:00 AM	4	25	0	0	0	137	10	0	3	0	1	0	0	0	0	0	180	756
9:15 AM	4	25	0	0	0	140	16	1	5	0	7	0	0	0	0	0	198	760
9:30 AM	5	37	0	0	0	115	10	2	1	0	8	0	0	0	0	0	178	744
9:45 AM	5	46	0	0	0	104	7	1	11	0	11	0	0	0	0	0	185	741

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	16	100	0	0	0	560	64	4	20	0	28	0	0	0	0	0	792
Heavy Trucks	0	24	0		0	16	4		0	0	8		0	0	0		52
Buses																	
Pedestrians		0				0				16				0			16
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 3/6/2024 8:14 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

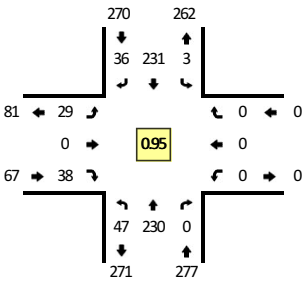
Type of peak hour being reported: Intersection Peak

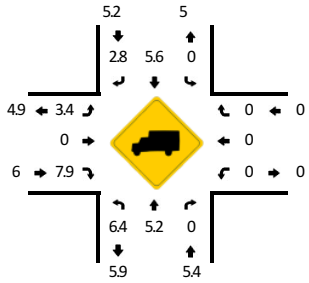
Method for determining peak hour: Total Entering Volume

LOCATION: Deer Valley Dr W -- Royal St (Round 3)
CITY/STATE: Park City, UT

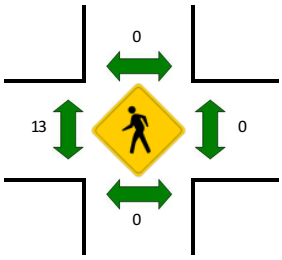
QC JOB #: 16467095
DATE: Fri, Feb 23 2024

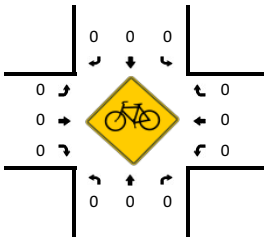
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 3:45 PM -- 4:00 PM

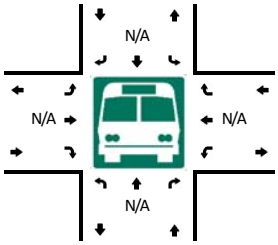


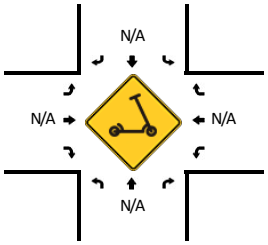


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Royal St (Round 3) (Eastbound)				Royal St (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	9	37	0	0	0	59	5	1	13	0	7	0	0	0	0	0	131	
3:45 PM	6	60	0	1	0	70	12	0	6	0	7	0	0	0	0	0	162	
4:00 PM	6	52	0	0	0	71	8	3	11	0	8	0	0	0	0	0	159	
4:15 PM	15	56	0	1	0	50	7	0	8	0	14	0	0	0	0	0	151	603
4:30 PM	18	62	0	0	0	40	9	0	4	0	9	0	0	0	0	0	142	614
4:45 PM	9	57	0	0	0	40	4	4	13	0	9	0	0	0	0	0	136	588
5:00 PM	7	33	0	0	0	41	3	0	10	0	9	0	0	0	0	0	103	532
5:15 PM	8	25	0	1	0	25	5	2	7	0	3	0	0	0	0	0	76	457

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	24	240	0	4	0	280	48	0	24	0	28	0	0	0	0	0	648
Heavy Trucks	4	24	0		0	16	0		4	0	0		0	0	0		48
Buses																	
Pedestrians		0				0				4				0			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 3/6/2024 8:14 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

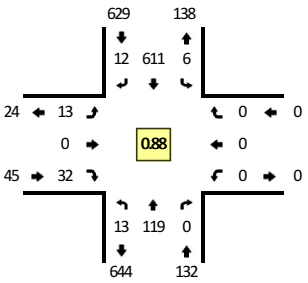
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

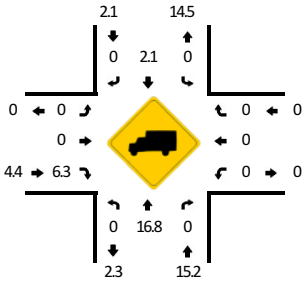
LOCATION: Deer Valley Dr W -- Royal St (Round 3) | **QC JOB #:** 16467096

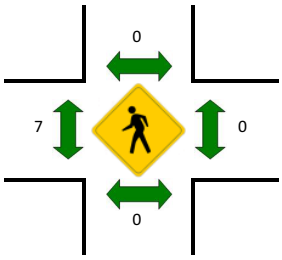
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 24 2024

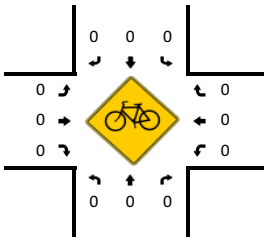
Peak-Hour: 8:00 AM -- 9:00 AM

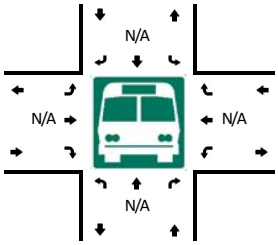
Peak 15-Min: 8:15 AM -- 8:30 AM

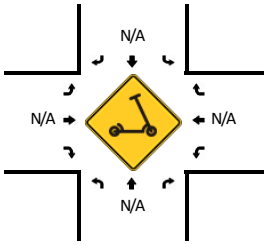












15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Royal St (Round 3) (Eastbound)				Royal St (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	2	11	0	0	0	192	2	1	4	0	6	0	0	0	0	0	218	
8:15 AM	3	32	0	0	0	178	4	2	3	0	6	0	0	0	0	0	228	
8:30 AM	3	39	0	0	0	128	4	2	2	0	8	0	0	0	0	0	186	
8:45 AM	4	37	0	1	0	113	2	1	4	0	12	0	0	0	0	0	174	806
9:00 AM	3	47	0	0	0	98	7	1	3	0	7	0	0	0	0	0	166	754
9:15 AM	5	29	0	0	0	60	1	2	2	0	7	0	0	0	0	0	106	632
9:30 AM	4	57	0	1	0	105	6	2	8	0	4	0	0	0	0	0	187	633
9:45 AM	3	50	0	0	0	62	8	1	7	0	4	0	0	0	0	0	135	594

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	12	128	0	0	0	712	16	8	12	0	24	0	0	0	0	0	912
Heavy Trucks	0	12	0		0	16	0		0	0	0		0	0	0		28
Buses																	
Pedestrians		0				0				4				0			4
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 3/6/2024 8:14 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

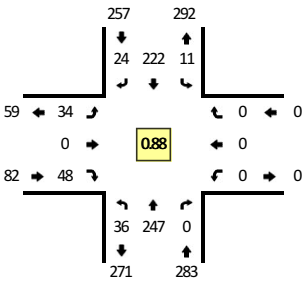
Type of peak hour being reported: Intersection Peak

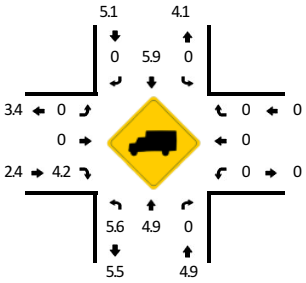
Method for determining peak hour: Total Entering Volume

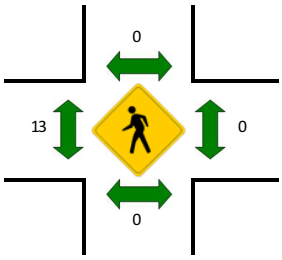
LOCATION: Deer Valley Dr W -- Royal St (Round 3)
CITY/STATE: Park City, UT

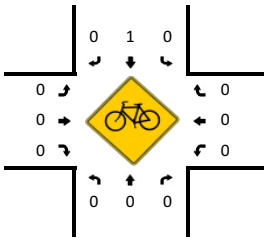
QC JOB #: 16467097
DATE: Sat, Feb 24 2024

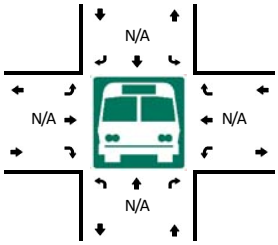
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 3:45 PM -- 4:00 PM

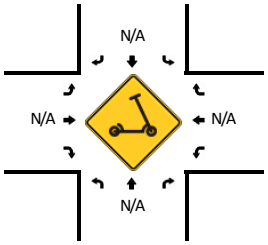












15-Min Count Period Beginning At	Deer Valley Dr W (Northbound)				Deer Valley Dr W (Southbound)				Royal St (Round 3) (Eastbound)				Royal St (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	1	56	0	0	0	61	8	1	6	0	12	0	0	0	0	0	145	
3:45 PM	10	63	0	1	0	65	8	2	7	0	20	0	0	0	0	0	176	
4:00 PM	6	54	0	0	0	52	10	3	10	0	10	0	0	0	0	0	145	
4:15 PM	8	59	0	0	0	49	2	3	14	0	9	0	0	0	0	0	144	610
4:30 PM	11	71	0	0	0	56	4	3	3	0	9	0	0	0	0	0	157	622
4:45 PM	6	52	0	0	0	50	5	0	7	0	11	0	0	0	0	0	131	577
5:00 PM	6	37	0	0	0	45	4	2	9	0	9	0	0	0	0	0	112	544
5:15 PM	3	31	0	0	0	33	4	1	11	0	8	0	0	0	0	0	91	491

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	40	252	0	4	0	260	32	8	28	0	80	0	0	0	0	0	704
Heavy Trucks	4	16	0		0	16	0		0	0	4		0	0	0		40
Buses																	
Pedestrians		0				0				16				0			16
Bicycles	0	0	0		0	4	0		0	0	0		0	0	0		4
Scooters																	

Comments:

Report generated on 3/6/2024 8:14 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

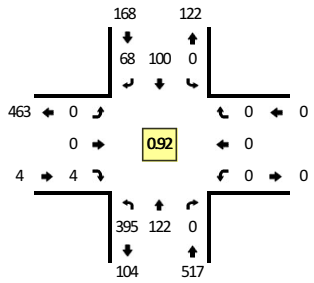
Type of peak hour being reported: Intersection Peak

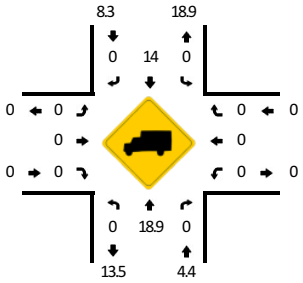
Method for determining peak hour: Total Entering Volume

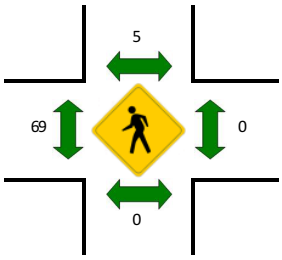
LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 3)
CITY/STATE: Park City, UT

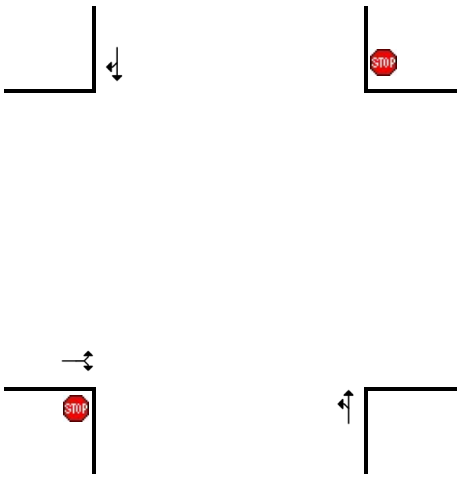
QC JOB #: 16467098
DATE: Fri, Feb 23 2024

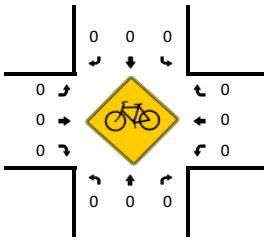
Peak-Hour: 8:30 AM -- 9:30 AM
Peak 15-Min: 8:30 AM -- 8:45 AM

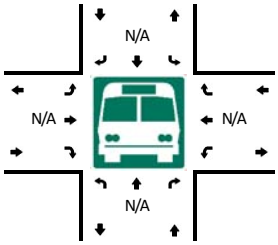


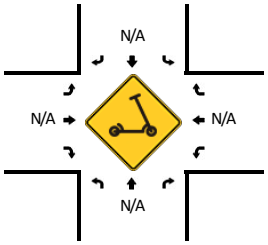












15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 3) (Eastbound)				Doe Pass Rd (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	4	16	0	0	0	71	7	0	0	0	1	0	0	0	0	0	99	
8:15 AM	19	16	0	0	0	57	5	0	0	0	2	0	0	0	0	0	99	
8:30 AM	121	23	0	0	0	23	20	0	0	0	1	0	0	0	0	0	188	
8:45 AM	104	31	0	0	0	24	22	0	0	0	1	0	0	0	0	0	182	568
9:00 AM	86	42	0	0	0	24	15	0	0	0	2	0	0	0	0	0	169	638
9:15 AM	84	26	0	0	0	29	11	0	0	0	0	0	0	0	0	0	150	689
9:30 AM	38	40	0	0	0	18	19	0	2	0	2	0	0	0	0	0	119	620
9:45 AM	46	30	0	0	0	50	7	0	0	0	2	0	0	0	0	0	135	573

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	484	92	0	0	0	92	80	0	0	0	4	0	0	0	0	0	752
Heavy Trucks	0	24	0		0	12	0		0	0	0		0	0	0		36
Buses																	
Pedestrians		0				0				36				0			36
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

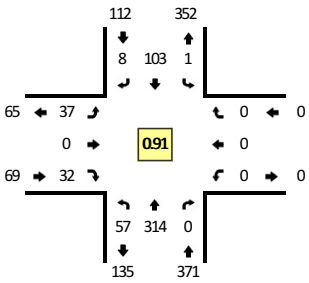
Report generated on 3/6/2024 8:14 AM

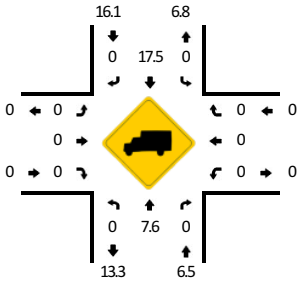
SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

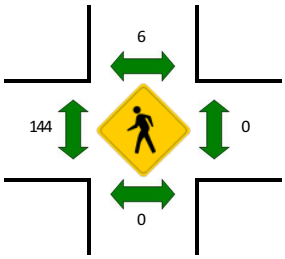
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

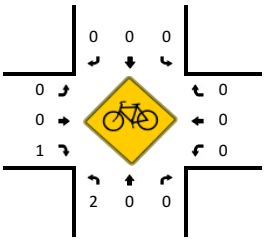
LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 3) | **QC JOB #:** 16467099
CITY/STATE: Park City, UT | **DATE:** Fri, Feb 23 2024

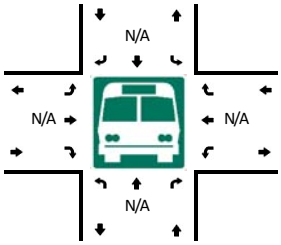
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:30 PM -- 4:45 PM

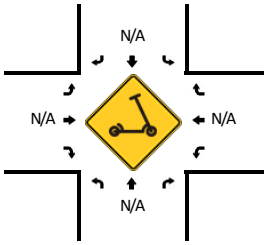












15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 3) (Eastbound)				Doe Pass Rd (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	8	66	0	0	0	27	0	0	3	0	6	0	0	0	0	0	110	
3:45 PM	17	65	0	0	0	26	0	0	11	0	7	0	0	0	0	0	126	
4:00 PM	17	83	0	0	0	20	2	0	6	0	7	0	0	0	0	0	135	
4:15 PM	14	81	0	0	0	24	2	1	8	0	10	0	0	0	0	0	140	511
4:30 PM	9	85	0	0	0	33	4	0	12	0	8	0	0	0	0	0	151	552
4:45 PM	5	62	0	0	0	27	4	0	7	0	12	0	0	0	0	0	117	543
5:00 PM	11	64	0	0	0	20	3	1	2	0	6	0	0	0	0	0	107	515
5:15 PM	11	39	0	0	0	16	5	0	4	0	7	0	0	0	0	0	82	457

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	36	340	0	0	0	132	16	0	48	0	32	0	0	0	0	0	604
Heavy Trucks	0	20	0		0	16	0		0	0	0		0	0	0		36
Buses																	
Pedestrians		0				4				176				0			180
Bicycles	4	0	0		0	0	0		0	0	0		0	0	0		4
Scooters																	

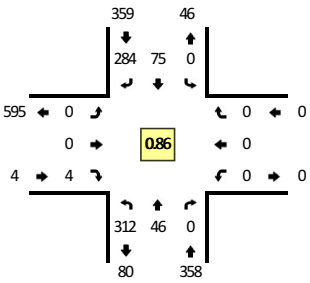
Comments:

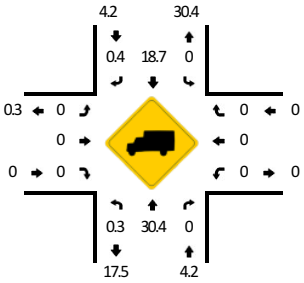
Report generated on 3/6/2024 8:14 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

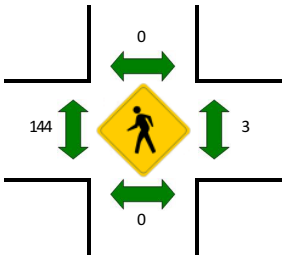
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

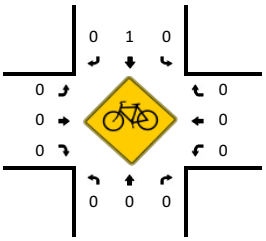
LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 3) | **QC JOB #:** 164670100
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 24 2024

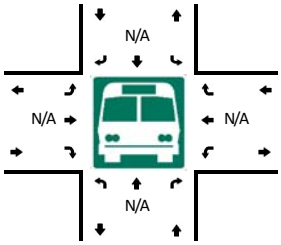
Peak-Hour: 8:15 AM -- 9:15 AM
Peak 15-Min: 8:15 AM -- 8:30 AM

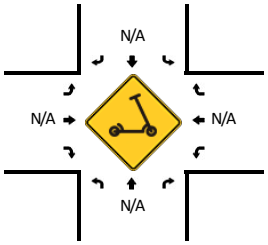












15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 3) (Eastbound)				Doe Pass Rd (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
8:00 AM	2	10	0	0	0	62	22	0	0	0	0	0	0	0	0	0	96	
8:15 AM	89	18	0	1	0	30	70	0	0	0	1	0	0	0	0	0	209	
8:30 AM	81	11	0	0	0	18	80	0	0	0	2	0	0	0	0	0	192	
8:45 AM	79	9	0	0	0	13	72	0	0	0	0	0	0	0	0	0	173	670
9:00 AM	62	8	0	0	0	14	62	0	0	0	1	0	0	0	0	0	147	721
9:15 AM	29	6	0	0	0	26	34	0	1	0	0	0	0	0	0	0	96	608
9:30 AM	17	77	0	0	0	46	1	0	1	0	4	0	0	0	0	0	146	562
9:45 AM	5	64	0	0	0	31	1	0	0	0	2	0	0	0	0	0	103	492

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	356	72	0	4	0	120	280	0	0	0	4	0	0	0	0	0	836
Heavy Trucks	0	28	0		0	24	0		0	0	0		0	0	0		52
Buses																	
Pedestrians		0				0				56				0			56
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

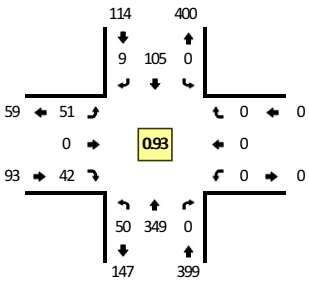
Comments:

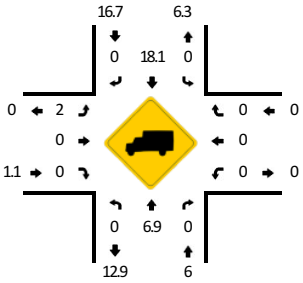
Report generated on 3/6/2024 8:14 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

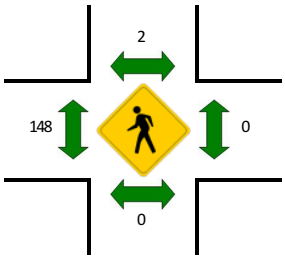
Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

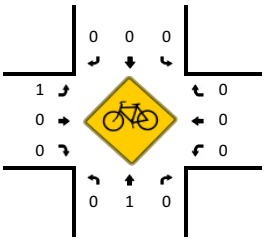
LOCATION: Deer Valley Dr E -- Doe Pass Rd (Round 3) | **QC JOB #:** 164670101
CITY/STATE: Park City, UT | **DATE:** Sat, Feb 24 2024

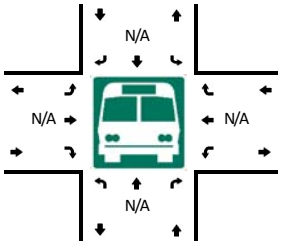
Peak-Hour: 3:45 PM -- 4:45 PM
Peak 15-Min: 4:00 PM -- 4:15 PM

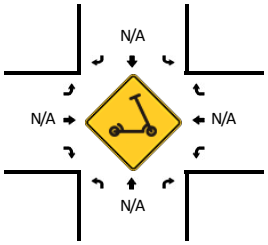












15-Min Count Period Beginning At	Deer Valley Dr E (Northbound)				Deer Valley Dr E (Southbound)				Doe Pass Rd (Round 3) (Eastbound)				Doe Pass Rd (Round 3) (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	5	80	0	0	0	19	3	0	13	0	6	0	0	0	0	0	126	
3:45 PM	8	69	0	0	0	32	6	0	16	0	13	0	0	0	0	0	144	
4:00 PM	19	100	0	0	0	21	0	0	15	0	8	0	0	0	0	0	163	
4:15 PM	11	90	0	0	0	25	1	0	12	0	10	0	0	0	0	0	149	582
4:30 PM	12	90	0	0	0	27	2	0	8	0	11	0	0	0	0	0	150	606
4:45 PM	11	52	0	0	0	19	3	1	8	0	2	0	0	0	0	0	96	558
5:00 PM	13	47	0	0	0	13	5	0	1	0	5	0	0	0	0	0	84	479
5:15 PM	8	48	0	0	0	13	4	0	2	0	3	0	0	0	0	0	78	408

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	76	400	0	0	0	84	0	0	60	0	32	0	0	0	0	0	652
Heavy Trucks	0	28	0		0	16	0		0	0	0		0	0	0		44
Buses																	
Pedestrians		0				0				108				0			108
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0
Scooters																	

Comments:

Report generated on 3/6/2024 8:14 AM | SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Attachment C: Model Outputs

Intersection 1 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	122	119	97.5%	1.2	0.6	A
	Right Turn	35	33	94.6%	3.3	1.7	A
	Subtotal	157	152	96.9%	1.7	0.7	A
SB	Left Turn	346	349	100.8%	2.0	0.5	A
	Through	607	591	97.4%	0.7	0.1	A
	Right Turn						
	Subtotal	953	940	98.6%	1.2	0.2	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	12	11	92.5%	18.6	10.2	C
	Through						
	Right Turn	200	192	96.1%	9.1	1.6	A
	Subtotal	212	203	95.8%	9.5	1.8	A
Total		1,322	1,295	98.0%	2.4	0.3	A

Intersection 2 **Amber Road/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	1	1	70.0%	0.0	0.0	A
	Through						
	Right Turn	15	15	102.0%	8.7	2.4	A
	Subtotal	16	16	100.0%	8.7	2.4	A
EB	Left Turn	16	17	103.8%	2.2	1.3	A
	Through	365	365	100.0%	1.0	0.4	A
	Right Turn						
	Subtotal	381	382	100.1%	1.0	0.4	A
WB	Left Turn						
	Through	197	189	95.9%	1.7	0.5	A
	Right Turn	1	1	90.0%	0.2	0.3	A
	Subtotal	198	190	95.9%	1.7	0.5	A
Total		595	587	98.7%	1.5	0.3	A

Intersection 3 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	36	33	90.6%	10.5	3.1	B
	Through						
	Right Turn	70	74	105.0%	6.2	0.8	A
	Subtotal	106	106	100.1%	7.6	1.3	A
EB	Left Turn	37	39	104.6%	5.6	1.6	A
	Through	327	324	99.0%	7.3	2.0	A
	Right Turn						
	Subtotal	364	362	99.5%	7.2	1.9	A
WB	Left Turn						
	Through	109	98	90.2%	0.7	0.1	A
	Right Turn	18	17	96.1%	0.5	0.1	A
	Subtotal	127	116	91.0%	0.6	0.1	A
Total		597	584	97.8%	6.0	1.2	A

Intersection 4 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through	97	86	88.5%	0.3	0.2	A
	Right Turn	13	12	90.8%	0.5	0.2	A
	Subtotal	110	98	88.7%	0.4	0.2	A
SB	Left Turn	33	30	90.6%	5.9	3.7	A
	Through	331	327	98.7%	4.2	1.2	A
	Right Turn						
	Subtotal	364	357	98.0%	4.4	1.3	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	39	39	99.7%	10.9	5.8	B
	Through						
	Right Turn	37	37	99.7%	6.1	2.2	A
	Subtotal	76	76	99.7%	8.4	3.3	A
Total		550	530	96.4%	4.2	1.2	A

Intersection 5 **Deer Valley Drive East/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	176	170	96.4%	66.1	44.5	F
	Through	80	71	89.0%	56.8	44.4	F
	Right Turn						
	Subtotal	256	241	94.1%	63.1	44.1	F
SB	Left Turn						
	Through	246	243	98.6%	7.2	1.5	A
	Right Turn	142	140	98.3%	12.5	2.5	B
	Subtotal	388	382	98.5%	9.2	1.7	A
EB	Left Turn						
	Through						
	Right Turn	1	0	0.0%	0.0	0.0	A
	Subtotal	1	0	0.0%	0.0	0.0	A
WB	Left Turn						
	Through						
	Right Turn	4	2	57.5%	6.0	1.1	A
	Subtotal	4	2	57.5%	6.0	1.1	A
Total		649	625	96.4%	31.3	22.5	D

Intersection 6 **Deer Valley Drive West/Royal Street** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	12	13	105.0%	4.9	5.0	A
	Through	112	109	97.5%	2.5	0.9	A
	Right Turn						
	Subtotal	124	122	98.2%	2.9	1.3	A
SB	Left Turn	3	1	33.3%	5.5	5.2	A
	Through	563	545	96.7%	2.6	0.3	A
	Right Turn	16	17	103.8%	2.7	2.8	A
	Subtotal	582	562	96.6%	2.6	0.3	A
EB	Left Turn	18	18	102.2%	13.1	5.5	B
	Through						
	Right Turn	27	25	94.1%	9.9	3.6	A
	Subtotal	45	44	97.3%	11.1	3.8	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		751	728	96.9%	3.2	0.4	A

Intersection 7 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	133	129	96.6%	0.3	0.1	A
	Right Turn						
	Subtotal	133	129	96.6%	0.3	0.1	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn	12	12	102.5%	9.2	1.0	A
	Subtotal	12	12	102.5%	9.2	1.0	A
Total		145	141	97.1%	0.8	0.2	A

Intersection 8 **Mellow Mountain Road/Deer Valley Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	4	4	92.5%	17.0	13.8	C
	Through						
	Right Turn	9	9	103.3%	13.4	2.9	B
	Subtotal	13	13	100.0%	13.8	3.6	B
SB	Left Turn	8	9	116.3%	15.7	8.2	C
	Through						
	Right Turn	10	9	88.0%	6.4	2.4	A
	Subtotal	18	18	100.6%	11.4	4.3	B
EB	Left Turn	6	7	116.7%	7.6	7.1	A
	Through	936	922	98.5%	5.4	0.9	A
	Right Turn	4	3	65.0%	1.0	2.1	A
	Subtotal	946	932	98.5%	5.4	0.9	A
WB	Left Turn	1	1	70.0%	1.8	3.8	A
	Through	316	305	96.4%	0.6	0.4	A
	Right Turn	5	6	110.0%	0.3	0.2	A
	Subtotal	322	311	96.5%	0.6	0.5	A
Total		1,299	1,274	98.0%	4.4	0.7	A

Intersection 9 **Deer Valley Drive-Marsac Avenue/OTTC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	166	165	99.2%	66.3	37.1	F
	Right Turn	83	83	100.2%	60.3	31.9	F
	Subtotal	249	248	99.5%	64.6	34.9	F
SB	Left Turn	899	888	98.8%	12.4	3.0	B
	Through	342	329	96.1%	4.0	0.7	A
	Right Turn	7	14	200.0%	4.2	1.9	A
	Subtotal	1,248	1,230	98.6%	10.1	2.3	B
EB	Left Turn	7	4	57.1%	133.6	91.5	F
	Through	15	15	97.3%	111.3	55.4	F
	Right Turn	5	6	120.0%	126.1	60.6	F
	Subtotal	27	25	91.1%	119.1	54.5	F
WB	Left Turn	45	45	98.9%	6.7	2.0	A
	Through	18	10	57.2%	8.5	2.0	A
	Right Turn	298	288	96.5%	5.3	0.7	A
	Subtotal	361	343	94.9%	5.5	0.8	A
Total		1,885	1,845	97.9%	17.4	5.0	C

Intersection 1 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	498	510	102.5%	57.6	4.6	F
	Right Turn	19	18	96.8%	55.1	14.3	F
	Subtotal	517	529	102.3%	57.6	4.7	F
SB	Left Turn	180	179	99.7%	6.6	1.1	A
	Through	241	233	96.7%	0.4	0.1	A
	Right Turn						
	Subtotal	421	412	98.0%	3.1	0.6	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	22	22	98.6%	52.3	5.5	F
	Through						
	Right Turn	418	406	97.2%	48.6	4.6	E
	Subtotal	440	428	97.3%	48.7	4.3	E
Total		1,378	1,369	99.4%	39.1	1.3	E

Intersection 2 **Amber Road/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	4	4	97.5%	4.4	7.8	A
	Through						
	Right Turn	25	25	99.6%	17.5	4.3	C
	Subtotal	29	29	99.3%	17.2	4.2	C
EB	Left Turn	17	17	98.2%	3.0	4.3	A
	Through	182	181	99.3%	1.1	0.8	A
	Right Turn						
	Subtotal	199	198	99.2%	1.2	0.9	A
WB	Left Turn						
	Through	415	406	97.8%	228.6	35.3	F
	Right Turn	6	5	90.0%	160.1	112.9	F
	Subtotal	421	411	97.6%	228.5	35.0	F
Total		649	637	98.2%	150.2	25.6	F

Intersection 3 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	15	14	95.3%	10.8	8.6	B
	Through						
	Right Turn	59	59	100.3%	6.6	1.1	A
	Subtotal	74	74	99.3%	7.2	1.0	A
EB	Left Turn	60	61	100.8%	6.2	3.8	A
	Through	125	122	97.2%	5.3	2.2	A
	Right Turn						
	Subtotal	185	182	98.4%	5.6	2.3	A
WB	Left Turn						
	Through	407	398	97.7%	0.5	0.1	A
	Right Turn	38	38	100.5%	0.5	0.0	A
	Subtotal	445	436	98.0%	0.5	0.1	A
Total		704	691	98.2%	2.6	0.7	A

Intersection 4 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through	394	388	98.4%	1.8	0.8	A
	Right Turn	57	56	98.1%	1.3	0.5	A
	Subtotal	451	444	98.3%	1.7	0.7	A
SB	Left Turn	48	46	94.8%	6.2	3.5	A
	Through	96	92	96.3%	3.3	1.3	A
	Right Turn						
	Subtotal	144	138	95.8%	4.2	1.7	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	23	25	107.8%	8.8	2.3	A
	Through						
	Right Turn	53	51	96.4%	7.9	1.4	A
	Subtotal	76	76	99.9%	8.3	1.5	A
Total		671	657	98.0%	3.0	0.7	A

Intersection 5 **Deer Valley Drive East/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	70	72	102.3%	4.1	2.1	A
	Through	343	339	98.7%	1.3	0.5	A
	Right Turn						
	Subtotal	413	410	99.3%	1.8	0.7	A
SB	Left Turn						
	Through	95	90	95.1%	2.7	1.1	A
	Right Turn	11	13	113.6%	3.3	4.0	A
	Subtotal	106	103	97.0%	2.9	1.1	A
EB	Left Turn	34	34	99.1%	13.9	1.7	B
	Through						
	Right Turn	39	38	98.5%	10.5	0.7	B
	Subtotal	73	72	98.8%	12.2	0.9	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		592	585	98.8%	3.2	0.4	A

Intersection 6 **Deer Valley Drive West/Royal Street** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	39	38	97.2%	3.6	1.2	A
	Through	240	232	96.5%	2.3	0.5	A
	Right Turn						
	Subtotal	279	270	96.6%	2.5	0.4	A
SB	Left Turn	6	6	93.3%	4.3	3.0	A
	Through	274	267	97.5%	2.2	0.6	A
	Right Turn	27	25	93.0%	1.9	1.8	A
	Subtotal	307	298	97.0%	2.2	0.6	A
EB	Left Turn	29	28	96.9%	10.7	4.1	B
	Through						
	Right Turn	40	40	99.3%	7.0	1.0	A
	Subtotal	69	68	98.3%	8.3	1.8	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		655	635	97.0%	3.0	0.3	A

Intersection 7 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	275	265	96.5%	6.7	5.7	A
	Right Turn						
	Subtotal	275	265	96.5%	6.7	5.7	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn	325	323	99.3%	71.8	63.8	F
	Subtotal	325	323	99.3%	71.8	63.8	F
Total		600	588	98.0%	42.6	36.2	E

Intersection 8 **Mellow Mountain Road/Deer Valley Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	10	10	98.0%	17.8	25.4	C
	Through						
	Right Turn	1	1	100.0%	0.7	2.2	A
	Subtotal	11	11	98.2%	13.6	12.4	B
SB	Left Turn	3	4	136.7%	38.9	22.6	E
	Through	1	1	80.0%	3.9	7.2	A
	Right Turn	4	3	85.0%	17.5	14.7	C
	Subtotal	8	8	103.8%	31.6	9.7	D
EB	Left Turn	3	3	90.0%	20.1	34.6	C
	Through	417	409	98.0%	7.0	8.6	A
	Right Turn	16	16	99.4%	13.9	25.9	B
	Subtotal	436	427	98.0%	7.6	9.6	A
WB	Left Turn	3	2	56.7%	1.2	2.4	A
	Through	903	906	100.3%	0.6	0.3	A
	Right Turn	10	8	80.0%	0.3	0.1	A
	Subtotal	916	916	99.9%	0.6	0.3	A
Total		1,371	1,362	99.3%	3.1	2.8	A

Intersection 9 **Deer Valley Drive-Marsac Avenue/OTTC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	2	0	0.0%	0.0	0.0	A
	Through	500	487	97.3%	155.7	98.9	F
	Right Turn	49	50	101.8%	133.1	97.0	F
	Subtotal	551	536	97.4%	153.3	98.5	F
SB	Left Turn	680	650	95.6%	8.1	1.0	A
	Through	413	396	95.9%	4.1	0.6	A
	Right Turn	3	6	186.7%	6.7	5.8	A
	Subtotal	1,096	1,052	95.9%	6.6	0.8	A
EB	Left Turn	8	4	50.0%	47.1	29.9	E
	Through	17	16	95.3%	32.8	21.2	D
	Right Turn	4	7	175.0%	21.4	19.4	C
	Subtotal	29	27	93.8%	31.6	14.4	D
WB	Left Turn	80	73	91.1%	35.6	7.9	E
	Through	18	10	54.4%	28.3	17.8	D
	Right Turn	838	848	101.2%	15.8	3.4	C
	Subtotal	936	931	99.5%	17.6	3.8	C
Total		2,612	2,546	97.5%	41.8	18.7	E

Intersection 1 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	125	122	97.9%	1.8	1.0	A
	Right Turn	40	36	89.3%	4.9	4.8	A
	Subtotal	165	158	95.8%	2.5	1.9	A
SB	Left Turn	350	356	101.6%	2.3	0.5	A
	Through	610	593	97.2%	0.8	0.1	A
	Right Turn						
	Subtotal	960	948	98.8%	1.4	0.2	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	15	14	93.3%	14.9	8.9	B
	Through						
	Right Turn	205	195	95.1%	9.9	1.2	A
	Subtotal	220	209	95.0%	10.4	1.6	B
Total		1,345	1,315	97.8%	2.8	0.2	A

Intersection 2 **Amber Road/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	5	5	90.0%	8.5	6.5	A
	Through						
	Right Turn	15	14	96.0%	6.9	3.6	A
	Subtotal	20	19	94.5%	8.6	2.4	A
EB	Left Turn	20	21	102.5%	1.6	1.2	A
	Through	370	371	100.2%	0.8	0.4	A
	Right Turn						
	Subtotal	390	391	100.3%	0.8	0.4	A
WB	Left Turn						
	Through	205	195	95.1%	1.1	0.3	A
	Right Turn	5	4	74.0%	0.6	1.4	A
	Subtotal	210	199	94.6%	1.1	0.3	A
Total		620	609	98.2%	1.0	0.3	A

Intersection 3 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	40	37	91.3%	10.7	2.8	B
	Through						
	Right Turn	70	71	101.7%	7.6	1.3	A
	Subtotal	110	108	97.9%	8.7	1.7	A
EB	Left Turn	40	42	104.0%	6.1	5.4	A
	Through	330	329	99.8%	7.6	2.7	A
	Right Turn						
	Subtotal	370	371	100.2%	7.5	2.9	A
WB	Left Turn						
	Through	110	99	90.1%	0.5	0.2	A
	Right Turn	20	19	94.5%	0.5	0.1	A
	Subtotal	130	118	90.8%	0.5	0.2	A
Total		610	597	97.8%	6.5	1.8	A

Intersection 4 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through	100	88	88.3%	0.5	0.3	A
	Right Turn	15	15	97.3%	1.0	0.8	A
	Subtotal	115	103	89.5%	0.6	0.3	A
SB	Left Turn	35	35	99.7%	4.2	3.7	A
	Through	335	330	98.5%	4.2	1.5	A
	Right Turn						
	Subtotal	370	365	98.6%	4.2	1.5	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	40	38	95.3%	10.3	7.4	B
	Through						
	Right Turn	40	40	99.8%	6.1	0.8	A
	Subtotal	80	78	97.5%	8.4	4.1	A
Total		565	546	96.6%	4.1	1.5	A

Intersection 5 **Deer Valley Drive East/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	180	173	95.8%	72.3	46.1	F
	Through	80	71	88.9%	63.8	44.0	F
	Right Turn						
	Subtotal	260	244	93.7%	69.6	45.0	F
SB	Left Turn						
	Through	250	250	100.2%	7.5	2.4	A
	Right Turn	145	140	96.4%	11.9	3.0	B
	Subtotal	395	390	98.8%	9.1	2.5	A
EB	Left Turn						
	Through						
	Right Turn	5	5	106.0%	10.4	1.6	B
	Subtotal	5	5	106.0%	10.4	1.6	B
WB	Left Turn						
	Through						
	Right Turn	5	3	66.0%	6.0	1.2	A
	Subtotal	5	3	66.0%	6.0	1.2	A
Total		665	642	96.6%	33.3	20.7	D

Intersection 6 **Deer Valley Drive West/Royal Street** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	15	15	101.3%	4.9	4.5	A
	Through	115	113	98.2%	2.4	0.6	A
	Right Turn						
	Subtotal	130	128	98.5%	2.9	0.8	A
SB	Left Turn	5	4	80.0%	5.9	7.2	A
	Through	565	545	96.5%	2.8	0.3	A
	Right Turn	20	21	102.5%	2.6	1.6	A
	Subtotal	590	570	96.6%	2.8	0.3	A
EB	Left Turn	20	20	101.0%	12.8	5.8	B
	Through						
	Right Turn	30	29	95.0%	8.9	4.6	A
	Subtotal	50	49	97.4%	10.9	3.3	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		770	747	97.0%	3.2	0.2	A

Intersection 7 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	140	137	97.6%	0.3	0.1	A
	Right Turn						
	Subtotal	140	137	97.6%	0.3	0.1	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn	15	14	94.7%	9.4	0.7	A
	Subtotal	15	14	94.7%	9.4	0.7	A
Total		155	151	97.3%	0.9	0.2	A

Intersection 8 **Mellow Mountain Road/Deer Valley Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	5	4	84.0%	6.6	12.2	A
	Through						
	Right Turn	10	10	98.0%	7.2	6.7	A
	Subtotal	15	14	93.3%	12.9	10.1	B
SB	Left Turn	10	10	99.0%	16.7	6.4	C
	Through						
	Right Turn	10	8	83.0%	7.9	3.2	A
	Subtotal	20	18	91.0%	12.9	5.6	B
EB	Left Turn	10	10	99.0%	3.9	2.9	A
	Through	940	929	98.8%	4.8	0.4	A
	Right Turn	5	5	100.0%	3.0	4.0	A
	Subtotal	955	944	98.8%	4.8	0.4	A
WB	Left Turn	5	6	116.0%	11.5	8.3	B
	Through	320	306	95.6%	1.1	0.7	A
	Right Turn	5	5	102.0%	0.8	1.3	A
	Subtotal	330	317	96.0%	1.3	0.7	A
Total		1,320	1,293	97.9%	4.2	0.4	A

Intersection 9 **Deer Valley Drive-Marsac Avenue/OTTC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	170	169	99.4%	66.5	32.5	F
	Right Turn	85	85	99.4%	52.2	23.4	F
	Subtotal	255	253	99.4%	61.9	28.9	F
SB	Left Turn	910	900	98.9%	9.6	1.9	A
	Through	345	333	96.6%	4.0	0.7	A
	Right Turn	7	14	200.0%	4.6	2.2	A
	Subtotal	1,262	1,248	98.9%	8.0	1.3	A
EB	Left Turn	7	4	57.1%	51.7	33.3	F
	Through	15	16	107.3%	72.6	21.5	F
	Right Turn	5	6	120.0%	78.4	38.0	F
	Subtotal	27	26	96.7%	69.8	20.9	F
WB	Left Turn	45	43	94.7%	9.3	2.3	A
	Through	18	11	62.8%	11.0	4.0	B
	Right Turn	300	290	96.6%	5.8	1.7	A
	Subtotal	363	344	94.7%	6.4	1.4	A
Total		1,907	1,871	98.1%	16.6	4.9	C

Intersection 1 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	500	512	102.3%	56.0	7.3	F
	Right Turn	20	19	94.5%	54.1	8.8	F
	Subtotal	520	531	102.0%	56.0	7.2	F
SB	Left Turn	185	183	98.7%	8.2	2.7	A
	Through	245	234	95.6%	0.5	0.1	A
	Right Turn						
	Subtotal	430	417	97.0%	3.9	1.2	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	24	94.4%	53.8	8.1	F
	Through						
	Right Turn	420	404	96.3%	49.3	4.7	E
	Subtotal	445	428	96.2%	49.5	4.8	E
Total		1,395	1,375	98.6%	38.9	2.5	E

Intersection 2 **Amber Road/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	5	4	88.0%	5.8	8.5	A
	Through						
	Right Turn	25	25	98.0%	16.7	4.3	C
	Subtotal	30	29	96.3%	16.3	4.6	C
EB	Left Turn	20	20	101.5%	3.2	2.1	A
	Through	185	181	98.0%	0.7	0.5	A
	Right Turn						
	Subtotal	205	202	98.3%	1.0	0.6	A
WB	Left Turn						
	Through	420	407	96.8%	195.2	66.3	F
	Right Turn	10	8	84.0%	204.9	59.1	F
	Subtotal	430	415	96.5%	195.3	66.1	F
Total		665	646	97.1%	127.8	44.6	F

Intersection 3 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	15	14	94.7%	9.9	3.2	A
	Through						
	Right Turn	60	59	99.0%	7.0	1.2	A
	Subtotal	75	74	98.1%	7.6	1.4	A
EB	Left Turn	60	58	96.8%	9.4	2.7	A
	Through	125	123	98.3%	6.4	1.6	A
	Right Turn						
	Subtotal	185	181	97.8%	7.3	1.4	A
WB	Left Turn						
	Through	410	398	97.0%	0.5	0.1	A
	Right Turn	40	40	100.0%	0.6	0.0	A
	Subtotal	450	438	97.2%	0.5	0.1	A
Total		710	692	97.5%	2.9	0.5	A

Intersection 4 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	395	386	97.7%	1.0	0.1	A
	Right Turn	60	59	98.3%	1.2	0.3	A
	Subtotal	455	445	97.8%	1.0	0.1	A
SB	Left Turn	50	50	100.0%	6.8	2.4	A
	Through	100	95	95.0%	4.9	1.5	A
	Right Turn						
	Subtotal	150	145	96.7%	5.4	1.3	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	26	105.2%	9.6	3.4	A
	Through						
	Right Turn	55	52	94.9%	8.5	2.4	A
	Subtotal	80	79	98.1%	8.9	2.6	A
Total		685	669	97.6%	3.0	0.5	A

Intersection 5 **Deer Valley Drive East/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	70	71	101.0%	3.8	1.2	A
	Through	345	338	98.0%	1.5	0.4	A
	Right Turn						
	Subtotal	415	409	98.5%	1.9	0.4	A
SB	Left Turn						
	Through	95	90	94.5%	3.2	1.4	A
	Right Turn	15	14	94.7%	6.7	5.3	A
	Subtotal	110	104	94.5%	3.7	1.6	A
EB	Left Turn	35	34	98.0%	13.8	1.3	B
	Through						
	Right Turn	40	39	97.3%	10.3	0.5	B
	Subtotal	75	73	97.6%	12.0	0.8	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		600	586	97.7%	3.4	0.4	A

Intersection 6 **Deer Valley Drive West/Royal Street** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	40	40	100.0%	3.7	1.2	A
	Through	240	231	96.2%	2.2	0.5	A
	Right Turn						
	Subtotal	280	271	96.7%	2.4	0.5	A
SB	Left Turn	10	11	108.0%	1.5	1.5	A
	Through	275	264	96.0%	2.3	0.5	A
	Right Turn	30	27	89.3%	1.9	1.1	A
	Subtotal	315	302	95.8%	2.2	0.4	A
EB	Left Turn	30	29	95.0%	12.2	2.9	B
	Through						
	Right Turn	40	39	98.3%	7.2	1.4	A
	Subtotal	70	68	96.9%	9.0	1.7	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		665	640	96.3%	3.0	0.3	A

Intersection 7 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	280	270	96.3%	6.5	5.0	A
	Right Turn						
	Subtotal	280	270	96.3%	6.5	5.0	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn	330	325	98.5%	88.1	69.1	F
	Subtotal	330	325	98.5%	88.1	69.1	F
Total		610	595	97.5%	50.9	37.6	F

Intersection 8 **Mellow Mountain Road/Deer Valley Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	10	8	79.0%	11.7	5.2	B
	Through						
	Right Turn	5	5	100.0%	3.4	4.4	A
	Subtotal	15	13	86.0%	10.4	3.1	B
SB	Left Turn	5	6	120.0%	67.9	33.0	F
	Through	5	4	88.0%	26.4	12.6	D
	Right Turn	5	4	72.0%	29.1	17.6	D
	Subtotal	15	14	93.3%	45.3	17.3	E
EB	Left Turn	5	5	104.0%	15.0	18.8	B
	Through	420	407	96.8%	4.7	2.5	A
	Right Turn	20	20	101.0%	4.2	3.4	A
	Subtotal	445	432	97.1%	4.8	2.8	A
WB	Left Turn	5	4	78.0%	0.2	0.4	A
	Through	905	904	99.9%	0.6	0.2	A
	Right Turn	10	8	76.0%	0.3	0.0	A
	Subtotal	920	915	99.5%	0.6	0.2	A
Total		1,395	1,374	98.5%	2.8	0.9	A

Intersection 9 **Deer Valley Drive-Marsac Avenue/OTTC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	2	0	0.0%	0.0	0.0	A
	Through	505	480	95.0%	242.1	122.8	F
	Right Turn	50	49	98.8%	220.3	126.5	F
	Subtotal	557	529	95.0%	239.8	123.1	F
SB	Left Turn	690	659	95.5%	9.2	2.2	A
	Through	415	397	95.7%	4.1	0.9	A
	Right Turn	3	6	190.0%	5.6	2.6	A
	Subtotal	1,108	1,062	95.8%	7.3	1.4	A
EB	Left Turn	8	4	50.0%	31.2	15.5	D
	Through	17	16	93.5%	37.1	23.7	E
	Right Turn	4	7	175.0%	28.9	17.6	D
	Subtotal	29	27	92.8%	33.7	16.7	D
WB	Left Turn	80	75	93.4%	37.1	10.3	E
	Through	18	10	56.1%	37.5	24.6	E
	Right Turn	845	850	100.6%	19.1	8.9	C
	Subtotal	943	935	99.1%	20.9	9.3	C
Total		2,637	2,553	96.8%	61.0	23.9	F

Intersection 1 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	135	125	92.4%	22.4	3.9	C
	Right Turn	40	36	90.5%	17.5	8.9	B
	Subtotal	175	161	91.9%	21.3	4.1	C
SB	Left Turn	348	351	100.8%	8.6	2.0	A
	Through	582	557	95.7%	7.4	1.7	A
	Right Turn						
	Subtotal	930	908	97.6%	7.9	1.6	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	15	14	95.3%	31.6	18.5	C
	Through						
	Right Turn	239	215	89.9%	5.1	0.7	A
	Subtotal	254	229	90.2%	6.7	1.7	A
Total		1,359	1,298	95.5%	9.7	1.3	A

Intersection 2 **Amber Road/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	5	5	90.0%	8.2	5.5	A
	Through						
	Right Turn	15	14	96.0%	5.7	2.7	A
	Subtotal	20	19	94.5%	7.9	2.4	A
EB	Left Turn	20	18	91.5%	1.3	1.0	A
	Through	368	369	100.4%	1.3	0.8	A
	Right Turn						
	Subtotal	388	388	99.9%	1.3	0.8	A
WB	Left Turn						
	Through	239	215	89.9%	0.9	0.2	A
	Right Turn	5	4	78.0%	0.4	0.6	A
	Subtotal	244	219	89.7%	0.9	0.2	A
Total		652	625	95.9%	1.2	0.5	A

Intersection 3 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	40	37	91.3%	8.1	1.7	A
	Through						
	Right Turn	70	71	101.7%	6.1	0.4	A
	Subtotal	110	108	97.9%	6.8	0.7	A
EB	Left Turn	40	43	107.5%	4.6	4.4	A
	Through	328	324	98.6%	5.5	1.8	A
	Right Turn						
	Subtotal	368	367	99.6%	5.3	1.8	A
WB	Left Turn						
	Through	144	109	76.0%	0.1	0.1	A
	Right Turn	20	18	88.5%	0.5	0.1	A
	Subtotal	164	127	77.5%	0.2	0.1	A
Total		642	601	93.7%	4.4	1.2	A

Intersection 4 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	134	97	72.2%	0.2	0.1	A
	Right Turn	15	14	90.0%	0.5	0.1	A
	Subtotal	149	110	74.0%	0.2	0.1	A
SB	Left Turn	35	35	101.1%	2.1	0.6	A
	Through	333	326	97.8%	3.6	0.9	A
	Right Turn						
	Subtotal	368	361	98.1%	3.5	0.8	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	40	38	95.3%	6.9	1.1	A
	Through						
	Right Turn	40	40	99.5%	6.4	1.1	A
	Subtotal	80	78	97.4%	6.7	0.9	A
Total		597	549	92.0%	3.4	0.5	A

Intersection 5 **Deer Valley Drive East/Doe Pass Road** **All-way Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn	175	150	85.9%	7.6	1.0	A
	Through	147	114	77.3%	7.3	0.4	A
	Right Turn						
	Subtotal	322	264	82.0%	7.5	0.6	A
SB	Left Turn						
	Through	106	100	94.5%	24.7	9.1	C
	Right Turn	165	163	99.0%	21.2	6.5	C
	Subtotal	271	264	97.2%	22.6	7.3	C
EB	Left Turn	6	5	90.0%	5.8	3.9	A
	Through						
	Right Turn						
	Subtotal	6	5	90.0%	5.8	3.9	A
WB	Left Turn						
	Through						
	Right Turn	5	3	58.0%	6.4	0.9	A
	Subtotal	5	3	58.0%	6.4	0.9	A
Total		604	536	88.7%	15.4	4.3	C

Intersection 6 **Deer Valley Drive West/Royal Street-Hotel Access** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	29	28	96.9%	0.0	0.1	A
	Through	267	242	90.6%	0.1	0.0	A
	Right Turn	35	33	95.4%	0.1	0.0	A
	Subtotal	331	303	91.6%	0.1	0.0	A
EB	Left Turn	20	20	102.0%	7.8	1.1	A
	Through						
	Right Turn	30	28	94.7%	8.4	1.2	A
	Subtotal	50	49	97.6%	8.2	0.9	A
WB	Left Turn						
	Through						
	Right Turn	13	12	92.3%	6.0	0.2	A
	Subtotal	13	12	92.3%	6.0	0.2	A
Total		394	364	92.4%	1.4	0.2	A

Intersection 7 **Deer Valley Drive West/Doe Pass Road** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	33	32	97.3%	2.5	1.5	A
	Right Turn						
	Subtotal	33	32	97.3%	2.5	1.5	A
SB	Left Turn	253	238	94.1%	4.0	0.9	A
	Through	309	287	92.9%	3.8	0.6	A
	Right Turn						
	Subtotal	562	525	93.5%	3.9	0.5	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	22	22	100.5%	3.2	1.6	A
	Through						
	Right Turn	127	121	95.1%	1.2	0.3	A
	Subtotal	149	143	95.9%	1.5	0.3	A
Total		744	700	94.1%	3.3	0.5	A

Intersection 8 **Mellow Mountain Road/Deer Valley Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	5	4	84.0%	9.6	5.6	A
	Through						
	Right Turn	10	10	98.0%	11.5	7.7	B
	Subtotal	15	14	93.3%	12.7	5.1	B
SB	Left Turn	10	10	98.0%	17.9	9.8	C
	Through						
	Right Turn	10	8	83.0%	5.0	0.8	A
	Subtotal	20	18	90.5%	12.9	6.3	B
EB	Left Turn	10	11	105.0%	3.7	2.6	A
	Through	910	891	97.9%	6.3	1.9	A
	Right Turn	5	5	102.0%	5.5	6.4	A
	Subtotal	925	907	98.0%	6.3	1.9	A
WB	Left Turn	5	5	96.0%	9.7	7.7	A
	Through	364	330	90.6%	0.7	0.6	A
	Right Turn	5	5	94.0%	0.2	0.2	A
	Subtotal	374	339	90.7%	0.9	0.7	A
Total		1,334	1,278	95.8%	5.4	1.7	A

Intersection 9 **Deer Valley Drive-Marsac Avenue/OTTC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	170	167	98.2%	46.3	26.2	E
	Right Turn	99	101	101.8%	47.1	27.3	E
	Subtotal	269	268	99.5%	46.6	25.4	E
SB	Left Turn	866	855	98.7%	12.9	3.1	B
	Through	345	334	96.8%	4.1	1.0	A
	Right Turn	7	20	278.6%	21.6	11.5	C
	Subtotal	1,218	1,209	99.2%	10.7	2.6	B
EB	Left Turn	7	4	57.1%	108.9	88.6	F
	Through	15	15	98.7%	95.4	47.0	F
	Right Turn	5	6	120.0%	120.3	82.3	F
	Subtotal	27	25	91.9%	105.8	55.4	F
WB	Left Turn	49	46	94.3%	9.1	2.6	A
	Through	18	10	57.8%	8.5	3.9	A
	Right Turn	340	309	90.8%	8.3	1.0	A
	Subtotal	407	365	89.7%	8.4	0.9	A
Total		1,921	1,866	97.1%	16.2	5.2	C

Intersection 10 **Middle Driveway (P3)/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	4	4	87.5%	10.4	2.4	B
	Through						
	Right Turn	2	2	75.0%	3.9	4.1	A
	Subtotal	6	5	83.3%	10.0	2.3	B
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	101	97	96.2%	0.2	0.1	A
	Right Turn	147	138	93.9%	0.2	0.0	A
	Subtotal	248	235	94.8%	0.2	0.0	A
WB	Left Turn	141	124	88.2%	2.8	0.7	A
	Through	145	140	96.4%	0.4	0.2	A
	Right Turn						
	Subtotal	286	264	92.3%	1.4	0.3	A
Total		540	504	93.4%	1.0	0.2	A

Intersection 11 **East Driveway (P2)/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	45	45	99.1%	8.9	0.6	A
	Through						
	Right Turn	4	4	97.5%	4.0	5.5	A
	Subtotal	49	49	99.0%	8.9	0.5	A
SB	Left Turn						
	Through						
	Right Turn	7	6	87.1%	9.2	3.7	A
	Subtotal	7	6	87.1%	9.2	3.7	A
EB	Left Turn						
	Through	2	2	75.0%	0.1	0.1	A
	Right Turn	101	97	96.3%	0.4	0.1	A
	Subtotal	103	99	95.9%	0.4	0.1	A
WB	Left Turn	95	92	96.9%	2.2	0.2	A
	Through	243	214	87.9%	0.7	0.1	A
	Right Turn	11	8	74.5%	0.4	0.1	A
	Subtotal	349	314	89.9%	1.1	0.1	A
Total		508	467	92.0%	1.6	0.1	A

Intersection 12 **Deer Valley Drive East/North Driveway (P3)** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	42	33	79.0%	2.9	1.8	A
	Through	116	79	68.0%	0.0	0.0	A
	Right Turn						
	Subtotal	158	112	70.9%	0.9	0.5	A
SB	Left Turn						
	Through	266	260	97.7%	7.3	2.4	A
	Right Turn	107	104	97.5%	7.2	2.0	A
	Subtotal	373	364	97.6%	7.3	2.1	A
EB	Left Turn	3	3	83.3%	17.3	18.5	C
	Through						
	Right Turn	5	4	78.0%	11.7	6.3	B
	Subtotal	8	6	80.0%	20.0	7.0	C
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		539	483	89.5%	5.9	1.5	A

Intersection 13 **Deer Valley Drive East/South Driveway (P1)** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn	75	63	84.1%	1.7	0.7	A
	Through	320	264	82.5%	0.2	0.1	A
	Right Turn						
	Subtotal	395	327	82.8%	0.4	0.2	A
SB	Left Turn						
	Through	98	93	95.3%	0.0	0.0	A
	Right Turn	8	7	82.5%	0.3	0.2	A
	Subtotal	106	100	94.3%	0.0	0.0	A
EB	Left Turn	2	0	0.0%	0.0	0.0	A
	Through						
	Right Turn						
	Subtotal	2	0	0.0%	0.0	0.0	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		503	427	84.9%	0.3	0.1	A

Intersection 14 **Deer Valley Drive East/Exit Ramps** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through	98	79	80.7%	3.9	0.4	A
	Right Turn						
	Subtotal	98	79	80.7%	3.9	0.4	A
SB	Left Turn						
	Through	98	94	96.0%	17.1	53.9	C
	Right Turn						
	Subtotal	98	94	96.0%	17.1	53.9	C
EB	Left Turn	297	248	83.5%	12.6	4.9	B
	Through						
	Right Turn						
	Subtotal	297	248	83.5%	12.6	4.9	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		493	421	85.4%	11.9	11.4	B

Vissim Post-Processor **Snow Park Village**
Average Results from 10 Runs **2030 Build Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 1 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	575	574	99.9%	53.7	5.8	D
	Right Turn	20	19	94.5%	47.4	17.5	D
	Subtotal	595	593	99.7%	53.6	5.4	D
SB	Left Turn	290	263	90.5%	26.6	8.4	C
	Through	299	277	92.6%	10.4	2.1	B
	Right Turn						
	Subtotal	589	539	91.6%	18.6	5.1	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	22	88.0%	37.4	20.6	D
	Through						
	Right Turn	395	377	95.5%	28.5	5.5	C
	Subtotal	420	399	95.1%	29.1	5.4	C
Total		1,604	1,532	95.5%	35.2	2.9	D

Intersection 2 **Amber Road/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	5	4	88.0%	3.5	3.7	A
	Through						
	Right Turn	25	25	98.4%	15.1	10.7	C
	Subtotal	30	29	96.7%	13.5	7.6	B
EB	Left Turn	20	18	89.5%	3.0	3.1	A
	Through	290	264	91.1%	1.4	0.9	A
	Right Turn						
	Subtotal	310	282	91.0%	1.5	0.9	A
WB	Left Turn						
	Through	395	376	95.2%	6.6	4.4	A
	Right Turn	10	7	73.0%	2.5	2.8	A
	Subtotal	405	383	94.7%	6.5	4.3	A
Total		745	695	93.2%	4.9	3.1	A

Intersection 3 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	15	14	94.7%	8.1	2.6	A
	Through						
	Right Turn	60	60	99.2%	7.0	1.0	A
	Subtotal	75	74	98.3%	7.2	0.8	A
EB	Left Turn	60	58	96.3%	5.6	2.4	A
	Through	230	206	89.3%	4.4	1.5	A
	Right Turn						
	Subtotal	290	263	90.8%	4.7	1.3	A
WB	Left Turn						
	Through	385	318	82.5%	0.2	0.0	A
	Right Turn	40	34	85.8%	0.5	0.1	A
	Subtotal	425	352	82.8%	0.3	0.0	A
Total		790	689	87.2%	2.9	0.5	A

Intersection 4 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	370	300	81.1%	0.5	0.1	A
	Right Turn	60	54	90.7%	0.5	0.1	A
	Subtotal	430	354	82.4%	0.5	0.1	A
SB	Left Turn	50	49	98.6%	4.0	1.5	A
	Through	205	180	87.7%	3.2	1.4	A
	Right Turn						
	Subtotal	255	229	89.8%	3.4	1.4	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	26	105.2%	7.3	1.1	A
	Through						
	Right Turn	55	52	95.3%	7.8	1.1	A
	Subtotal	80	79	98.4%	7.6	0.9	A
Total		765	662	86.5%	2.3	0.5	A

Vissim Post-Processor **Snow Park Village**
Average Results from 10 Runs **2030 Build Conditions**
Volume and Delay by Movement **PM Peak Hour**

Intersection 5 **Deer Valley Drive East/Doe Pass Road** **All-way Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	165	125	75.8%	8.0	1.3	A
	Through	238	174	73.2%	7.9	0.7	A
	Right Turn						
	Subtotal	403	299	74.3%	7.9	0.7	A
SB	Left Turn						
	Through	33	23	68.8%	13.0	9.2	B
	Right Turn	94	84	89.5%	13.2	3.2	B
	Subtotal	127	107	84.1%	14.0	3.7	B
EB	Left Turn	14	14	101.4%	5.2	2.9	A
	Through						
	Right Turn						
	Subtotal	14	14	101.4%	5.2	2.9	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		544	420	77.3%	9.4	1.2	A

Intersection 6 **Deer Valley Drive West/Royal Street-Hotel Access** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	30	27	90.3%	0.0	0.1	A
	Through	284	227	80.0%	0.1	0.1	A
	Right Turn	70	57	81.1%	0.2	0.1	A
	Subtotal	384	311	81.0%	0.1	0.0	A
EB	Left Turn	30	30	101.3%	8.9	1.9	A
	Through						
	Right Turn	40	37	93.3%	7.3	1.5	A
	Subtotal	70	68	96.7%	7.8	0.9	A
WB	Left Turn						
	Through						
	Right Turn	37	35	94.3%	6.4	0.4	A
	Subtotal	37	35	94.3%	6.4	0.4	A
Total		491	414	84.2%	2.1	0.2	A

Intersection 7 **Deer Valley Drive West/Doe Pass Road** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	67	65	96.7%	14.8	10.6	B
	Right Turn						
	Subtotal	67	65	96.7%	14.8	10.6	B
SB	Left Turn	34	63	184.4%	12.2	6.5	B
	Through	335	270	80.7%	3.7	1.5	A
	Right Turn						
	Subtotal	369	333	90.2%	5.2	1.7	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	49	46	93.9%	36.5	17.2	E
	Through						
	Right Turn	608	548	90.1%	42.4	19.0	E
	Subtotal	657	594	90.4%	41.9	18.7	E
Total		1,093	992	90.7%	28.0	11.8	D

Intersection 8 **Mellow Mountain Road/Deer Valley Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	10	8	79.0%	13.7	6.6	B
	Through						
	Right Turn	5	5	100.0%	3.8	6.1	A
	Subtotal	15	13	86.0%	12.4	4.6	B
SB	Left Turn	5	6	118.0%	32.9	18.4	D
	Through	5	4	88.0%	38.1	27.7	E
	Right Turn	5	4	74.0%	39.6	24.6	E
	Subtotal	15	14	93.3%	37.9	14.7	E
EB	Left Turn	5	4	80.0%	9.8	11.6	A
	Through	579	530	91.5%	5.4	3.1	A
	Right Turn	20	18	89.0%	4.1	3.7	A
	Subtotal	604	552	91.3%	5.4	3.3	A
WB	Left Turn	5	4	88.0%	7.7	8.5	A
	Through	955	940	98.4%	3.2	0.4	A
	Right Turn	10	8	75.0%	1.3	1.4	A
	Subtotal	970	952	98.1%	3.2	0.4	A
Total		1,604	1,531	95.4%	4.6	1.3	A

Intersection 9 **Deer Valley Drive-Marsac Avenue/OTTC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	2	0	0.0%	0.0	0.0	A
	Through	505	428	84.7%	460.7	41.8	F
	Right Turn	66	55	83.9%	434.7	43.4	F
	Subtotal	573	483	84.3%	457.7	42.0	F
SB	Left Turn	833	760	91.2%	13.1	1.9	B
	Through	415	382	92.0%	4.2	0.7	A
	Right Turn	3	15	500.0%	11.0	6.7	B
	Subtotal	1,251	1,157	92.5%	10.3	1.5	B
EB	Left Turn	8	4	50.0%	64.2	33.5	F
	Through	17	15	87.1%	61.5	27.9	F
	Right Turn	4	6	150.0%	84.2	64.2	F
	Subtotal	29	25	85.5%	68.9	34.2	F
WB	Left Turn	95	86	90.0%	53.2	11.3	F
	Through	18	9	48.9%	43.2	23.8	E
	Right Turn	880	863	98.1%	35.5	6.2	E
	Subtotal	993	957	96.4%	37.2	6.9	E
Total		2,846	2,622	92.1%	103.1	10.1	F

Intersection 10 **Middle Driveway (P3)/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	278	261	93.9%	69.2	34.3	F
	Through						
	Right Turn	8	8	98.8%	40.4	51.9	E
	Subtotal	286	269	94.1%	68.9	34.2	F
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	14	12	83.6%	0.1	0.1	A
	Right Turn	10	8	83.0%	0.1	0.1	A
	Subtotal	24	20	83.3%	0.1	0.0	A
WB	Left Turn	43	38	88.4%	3.6	2.8	A
	Through	379	337	88.9%	12.6	7.8	B
	Right Turn						
	Subtotal	422	375	88.9%	11.6	7.1	B
Total		732	664	90.7%	33.8	16.2	D

Intersection 11 **East Driveway (P2)/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	164	163	99.4%	10.2	0.7	B
	Through						
	Right Turn	6	6	98.3%	10.0	2.7	A
	Subtotal	170	169	99.4%	10.2	0.8	B
SB	Left Turn						
	Through						
	Right Turn	42	42	98.8%	8.4	0.6	A
	Subtotal	42	42	98.8%	8.4	0.6	A
EB	Left Turn						
	Through	8	8	103.8%	0.2	0.1	A
	Right Turn	14	12	83.6%	0.3	0.1	A
	Subtotal	22	20	90.9%	0.3	0.1	A
WB	Left Turn	31	26	84.2%	1.7	0.2	A
	Through	216	171	79.4%	1.2	1.4	A
	Right Turn	12	12	96.7%	0.4	0.2	A
	Subtotal	259	209	80.7%	1.2	1.1	A
Total		493	440	89.1%	5.9	0.4	A

Intersection 12 **Deer Valley Drive East/North Driveway (P3)** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	14	11	77.9%	0.5	0.6	A
	Through	238	167	70.3%	0.1	0.1	A
	Right Turn						
	Subtotal	252	178	70.8%	0.1	0.1	A
SB	Left Turn						
	Through	127	107	84.1%	4.4	2.1	A
	Right Turn	103	99	96.2%	4.3	1.8	A
	Subtotal	230	206	89.5%	4.4	1.8	A
EB	Left Turn	117	115	98.1%	24.0	4.4	C
	Through						
	Right Turn						
	Subtotal	117	115	98.1%	24.0	4.4	C
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		599	499	83.3%	8.5	1.3	A

Intersection 13 **Deer Valley Drive East/South Driveway (P1)** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	398	294	73.9%	0.1	0.1	A
	Right Turn						
	Subtotal	398	294	73.9%	0.1	0.1	A
SB	Left Turn						
	Through	31	21	68.7%	0.0	0.0	A
	Right Turn	2	1	70.0%	0.0	0.1	A
	Subtotal	33	23	68.8%	0.0	0.0	A
EB	Left Turn	5	6	114.0%	6.4	5.8	A
	Through						
	Right Turn	43	41	96.0%	8.2	0.3	A
	Subtotal	48	47	97.9%	8.5	0.3	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		479	364	75.9%	1.3	0.1	A

Intersection 14 **Deer Valley Drive East/Exit Ramps** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	74	50	67.7%	3.1	0.6	A
	Right Turn						
	Subtotal	74	50	67.7%	3.1	0.6	A
SB	Left Turn						
	Through	74	63	85.5%	0.2	0.0	A
	Right Turn						
	Subtotal	74	63	85.5%	0.2	0.0	A
EB	Left Turn	324	244	75.2%	10.0	3.3	B
	Through						
	Right Turn						
	Subtotal	324	244	75.2%	10.0	3.3	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		472	357	75.7%	7.4	2.3	A

Intersection 1 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	130	128	98.7%	1.1	0.4	A
	Right Turn	40	36	89.0%	3.6	2.1	A
	Subtotal	170	164	96.4%	1.6	0.7	A
SB	Left Turn	355	362	101.9%	2.1	0.4	A
	Through	615	599	97.3%	0.8	0.1	A
	Right Turn						
	Subtotal	970	960	99.0%	1.3	0.2	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	15	14	94.7%	19.6	5.4	C
	Through						
	Right Turn	210	201	95.7%	11.9	2.6	B
	Subtotal	225	215	95.6%	12.6	2.3	B
Total		1,365	1,339	98.1%	3.4	0.5	A

Intersection 2 **Amber Road/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	5	5	90.0%	5.5	5.0	A
	Through						
	Right Turn	15	14	96.0%	8.4	1.0	A
	Subtotal	20	19	94.5%	8.6	0.9	A
EB	Left Turn	20	20	101.0%	2.2	1.4	A
	Through	375	377	100.5%	1.0	0.6	A
	Right Turn						
	Subtotal	395	397	100.5%	1.1	0.6	A
WB	Left Turn						
	Through	210	201	95.5%	1.2	0.3	A
	Right Turn	5	4	74.0%	0.4	0.4	A
	Subtotal	215	204	95.0%	1.1	0.3	A
Total		630	620	98.4%	1.4	0.4	A

Intersection 3 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	40	36	91.0%	10.1	2.3	B
	Through						
	Right Turn	75	77	102.7%	7.3	0.9	A
	Subtotal	115	113	98.6%	8.1	0.8	A
EB	Left Turn	40	42	104.0%	6.6	3.5	A
	Through	335	337	100.5%	7.6	2.6	A
	Right Turn						
	Subtotal	375	378	100.9%	7.6	2.6	A
WB	Left Turn						
	Through	115	105	91.4%	0.8	0.7	A
	Right Turn	20	18	92.0%	0.6	0.3	A
	Subtotal	135	124	91.5%	0.8	0.6	A
Total		625	615	98.4%	6.4	1.6	A

Intersection 4 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	105	93	88.8%	1.2	1.5	A
	Right Turn	15	14	95.3%	0.6	0.3	A
	Subtotal	120	108	89.6%	1.1	1.4	A
SB	Left Turn	35	35	98.9%	3.6	2.8	A
	Through	340	338	99.5%	4.1	1.2	A
	Right Turn						
	Subtotal	375	373	99.4%	4.1	1.1	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	40	38	95.3%	10.6	5.9	B
	Through						
	Right Turn	40	40	99.5%	6.1	1.0	A
	Subtotal	80	78	97.4%	8.4	2.8	A
Total		575	558	97.1%	4.1	1.2	A

Intersection 5 **Deer Valley Drive East/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	180	172	95.7%	74.4	34.1	F
	Through	85	75	88.4%	63.4	36.4	F
	Right Turn						
	Subtotal	265	247	93.3%	71.3	34.4	F
SB	Left Turn						
	Through	255	257	100.8%	7.5	2.1	A
	Right Turn	145	139	96.0%	14.0	5.1	B
	Subtotal	400	396	99.1%	9.8	3.1	A
EB	Left Turn						
	Through						
	Right Turn	5	5	106.0%	9.5	0.5	A
	Subtotal	5	5	106.0%	9.5	0.5	A
WB	Left Turn						
	Through						
	Right Turn	5	3	66.0%	5.7	0.4	A
	Subtotal	5	3	66.0%	5.7	0.4	A
Total		675	652	96.6%	33.5	15.3	D

Intersection 6 **Deer Valley Drive West/Royal Street** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	15	14	96.0%	5.7	4.0	A
	Through	120	118	97.9%	2.2	0.6	A
	Right Turn						
	Subtotal	135	132	97.7%	2.7	0.7	A
SB	Left Turn	5	4	80.0%	3.9	6.2	A
	Through	570	551	96.6%	2.6	0.2	A
	Right Turn	20	20	102.0%	2.6	0.9	A
	Subtotal	595	575	96.7%	2.6	0.2	A
EB	Left Turn	20	20	100.5%	13.6	6.6	B
	Through						
	Right Turn	30	29	95.0%	8.9	1.9	A
	Subtotal	50	49	97.2%	10.7	2.6	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		780	756	96.9%	3.2	0.2	A

Intersection 7 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	145	141	97.4%	0.2	0.1	A
	Right Turn						
	Subtotal	145	141	97.4%	0.2	0.1	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn	15	14	94.7%	9.4	0.7	A
	Subtotal	15	14	94.7%	9.4	0.7	A
Total		160	156	97.2%	0.8	0.2	A

Intersection 8 **Mellow Mountain Road/Deer Valley Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	5	4	84.0%	13.0	5.5	B
	Through						
	Right Turn	10	10	97.0%	9.8	3.0	A
	Subtotal	15	14	92.7%	10.8	3.3	B
SB	Left Turn	10	10	98.0%	17.6	5.6	C
	Through						
	Right Turn	10	8	83.0%	6.6	2.2	A
	Subtotal	20	18	90.5%	12.0	3.7	B
EB	Left Turn	10	9	86.0%	6.0	4.3	A
	Through	950	941	99.0%	5.3	0.9	A
	Right Turn	5	5	108.0%	4.5	6.0	A
	Subtotal	965	955	99.0%	5.3	0.9	A
WB	Left Turn	5	7	130.0%	10.9	9.1	B
	Through	330	317	96.2%	0.6	0.6	A
	Right Turn	5	5	100.0%	0.4	0.2	A
	Subtotal	340	329	96.7%	0.8	0.7	A
Total		1,340	1,316	98.2%	4.4	0.7	A

Intersection 9 **Deer Valley Drive-Marsac Avenue/OTTC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	170	169	99.1%	75.1	40.0	F
	Right Turn	85	85	99.9%	61.0	31.8	F
	Subtotal	255	253	99.4%	70.3	36.7	F
SB	Left Turn	925	914	98.8%	10.9	3.4	B
	Through	350	339	96.9%	3.9	0.6	A
	Right Turn	7	14	200.0%	4.3	1.5	A
	Subtotal	1,282	1,267	98.8%	9.0	2.5	A
EB	Left Turn	7	4	57.1%	122.2	87.1	F
	Through	15	16	105.3%	65.7	18.9	F
	Right Turn	5	6	120.0%	82.9	50.8	F
	Subtotal	27	26	95.6%	78.3	29.4	F
WB	Left Turn	50	47	94.6%	7.0	3.1	A
	Through	18	11	62.2%	9.6	2.9	A
	Right Turn	305	294	96.5%	4.8	0.8	A
	Subtotal	373	353	94.6%	5.3	1.0	A
Total		1,937	1,899	98.0%	18.1	6.4	C

Intersection 1 **Deer Valley Drive West/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	505	512	101.5%	55.7	6.1	F
	Right Turn	20	19	94.5%	45.3	12.8	E
	Subtotal	525	531	101.2%	55.4	6.2	F
SB	Left Turn	190	188	98.7%	7.6	2.0	A
	Through	250	238	95.1%	0.5	0.1	A
	Right Turn						
	Subtotal	440	425	96.7%	3.6	0.8	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	23	93.6%	49.4	6.5	E
	Through						
	Right Turn	425	404	95.1%	48.9	2.6	E
	Subtotal	450	428	95.0%	49.0	2.7	E
Total		1,415	1,384	97.8%	38.1	1.7	E

Intersection 2 **Amber Road/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	5	4	88.0%	3.9	4.3	A
	Through						
	Right Turn	25	25	98.0%	17.0	4.8	C
	Subtotal	30	29	96.3%	16.1	4.6	C
EB	Left Turn	20	20	100.5%	3.8	2.8	A
	Through	190	186	97.9%	1.3	1.2	A
	Right Turn						
	Subtotal	210	206	98.2%	1.6	1.2	A
WB	Left Turn						
	Through	425	406	95.5%	215.6	46.9	F
	Right Turn	10	9	86.0%	193.6	87.4	F
	Subtotal	435	414	95.2%	215.5	46.9	F
Total		675	649	96.2%	139.4	32.3	F

Intersection 3 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	15	14	94.7%	9.0	2.8	A
	Through						
	Right Turn	60	59	98.7%	8.1	1.3	A
	Subtotal	75	73	97.9%	8.3	1.2	A
EB	Left Turn	65	63	97.2%	10.1	4.7	B
	Through	130	127	97.5%	6.3	1.9	A
	Right Turn						
	Subtotal	195	190	97.4%	7.7	2.7	A
WB	Left Turn						
	Through	415	400	96.3%	0.5	0.1	A
	Right Turn	40	40	99.0%	0.6	0.1	A
	Subtotal	455	439	96.5%	0.5	0.1	A
Total		725	703	96.9%	3.2	0.7	A

Intersection 4 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	400	391	97.8%	1.6	0.6	A
	Right Turn	60	59	98.5%	1.4	1.3	A
	Subtotal	460	450	97.9%	1.6	0.6	A
SB	Left Turn	50	49	97.6%	6.6	2.7	A
	Through	105	100	95.5%	4.3	1.3	A
	Right Turn						
	Subtotal	155	149	96.2%	5.0	1.3	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	26	105.2%	9.2	2.4	A
	Through						
	Right Turn	55	52	94.9%	8.4	1.3	A
	Subtotal	80	79	98.1%	8.7	1.1	A
Total		695	678	97.5%	3.1	0.5	A

Intersection 5 **Deer Valley Drive East/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	75	75	99.7%	3.5	1.1	A
	Through	350	343	97.9%	1.5	0.8	A
	Right Turn						
	Subtotal	425	417	98.2%	1.9	0.9	A
SB	Left Turn						
	Through	100	94	94.2%	2.5	1.1	A
	Right Turn	15	15	102.7%	5.7	6.2	A
	Subtotal	115	110	95.3%	2.9	1.1	A
EB	Left Turn	35	34	98.0%	14.6	2.7	B
	Through						
	Right Turn	40	39	97.3%	10.6	1.1	B
	Subtotal	75	73	97.6%	12.6	1.7	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		615	600	97.6%	3.3	0.8	A

Intersection 6 **Deer Valley Drive West/Royal Street** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	45	45	99.1%	4.8	1.6	A
	Through	245	235	95.7%	2.4	0.4	A
	Right Turn						
	Subtotal	290	279	96.2%	2.8	0.4	A
SB	Left Turn	10	11	108.0%	3.0	2.4	A
	Through	280	270	96.4%	2.3	0.5	A
	Right Turn	30	27	90.0%	2.3	1.7	A
	Subtotal	320	308	96.1%	2.3	0.4	A
EB	Left Turn	30	29	95.7%	12.9	2.6	B
	Through						
	Right Turn	45	45	100.9%	6.8	0.9	A
	Subtotal	75	74	98.8%	8.7	1.1	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		685	661	96.5%	3.2	0.3	A

Intersection 7 **Deer Valley Drive West/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	285	274	96.1%	7.4	4.4	A
	Right Turn						
	Subtotal	285	274	96.1%	7.4	4.4	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn						
	Through						
	Right Turn	330	323	97.8%	92.5	65.4	F
	Subtotal	330	323	97.8%	92.5	65.4	F
Total		615	597	97.0%	53.3	34.9	F

Intersection 8 **Mellow Mountain Road/Deer Valley Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	10	8	79.0%	9.5	1.4	A
	Through						
	Right Turn	5	5	100.0%	7.3	3.5	A
	Subtotal	15	13	86.0%	8.9	1.3	A
SB	Left Turn	5	6	120.0%	53.9	49.3	F
	Through	5	4	88.0%	13.4	13.0	B
	Right Turn	5	4	74.0%	21.4	27.5	C
	Subtotal	15	14	94.0%	40.3	30.5	E
EB	Left Turn	5	5	98.0%	12.0	11.2	B
	Through	430	414	96.3%	4.3	1.5	A
	Right Turn	20	21	104.5%	5.4	5.4	A
	Subtotal	455	440	96.7%	4.5	1.9	A
WB	Left Turn	5	4	70.0%	1.1	1.8	A
	Through	915	906	99.0%	0.6	0.3	A
	Right Turn	10	8	76.0%	0.3	0.1	A
	Subtotal	930	917	98.6%	0.6	0.3	A
Total		1,415	1,385	97.8%	2.2	0.6	A

Intersection 9 **Deer Valley Drive-Marsac Avenue/OTTC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	2	0	0.0%	0.0	0.0	A
	Through	510	482	94.6%	258.7	94.0	F
	Right Turn	50	49	98.4%	238.5	96.3	F
	Subtotal	562	532	94.6%	256.6	94.0	F
SB	Left Turn	700	662	94.6%	9.0	1.3	A
	Through	420	400	95.3%	4.2	0.5	A
	Right Turn	3	6	196.7%	6.1	4.0	A
	Subtotal	1,123	1,069	95.2%	7.3	0.9	A
EB	Left Turn	8	4	50.0%	30.9	26.2	D
	Through	17	16	94.7%	38.4	19.2	E
	Right Turn	4	7	175.0%	34.0	18.0	D
	Subtotal	29	27	93.4%	36.0	14.2	E
WB	Left Turn	85	77	90.8%	38.5	13.8	E
	Through	18	10	53.9%	35.9	22.0	E
	Right Turn	850	848	99.7%	17.9	6.9	C
	Subtotal	953	935	98.1%	19.9	8.0	C
Total		2,667	2,562	96.1%	64.1	18.5	F

Intersection 1 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	135	126	93.0%	20.6	2.8	C
	Right Turn	40	37	91.8%	17.0	3.8	B
	Subtotal	175	162	92.7%	20.0	2.2	B
SB	Left Turn	353	350	99.3%	8.9	1.5	A
	Through	587	560	95.5%	7.1	1.3	A
	Right Turn						
	Subtotal	940	911	96.9%	7.8	1.1	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	15	14	96.0%	35.2	17.9	D
	Through						
	Right Turn	249	218	87.7%	6.5	0.9	A
	Subtotal	264	233	88.1%	8.5	1.1	A
Total		1,379	1,306	94.7%	9.8	0.9	A

Intersection 2 **Amber Road/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	5	5	90.0%	8.1	5.2	A
	Through						
	Right Turn	15	14	96.0%	6.8	4.0	A
	Subtotal	20	19	94.5%	8.3	1.8	A
EB	Left Turn	20	18	90.5%	1.7	1.3	A
	Through	373	369	99.0%	1.5	1.0	A
	Right Turn						
	Subtotal	393	387	98.5%	1.5	1.0	A
WB	Left Turn						
	Through	249	218	87.7%	1.1	0.3	A
	Right Turn	5	4	76.0%	1.2	1.9	A
	Subtotal	254	222	87.5%	1.1	0.3	A
Total		667	628	94.2%	1.5	0.6	A

Intersection 3 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	40	36	91.0%	7.5	1.2	A
	Through						
	Right Turn	75	77	102.7%	7.2	0.9	A
	Subtotal	115	113	98.6%	7.3	0.9	A
EB	Left Turn	40	43	108.0%	4.3	2.0	A
	Through	333	325	97.5%	4.4	1.3	A
	Right Turn						
	Subtotal	373	368	98.7%	4.4	1.2	A
WB	Left Turn						
	Through	154	113	73.3%	0.1	0.1	A
	Right Turn	20	18	88.5%	0.4	0.2	A
	Subtotal	174	131	75.1%	0.1	0.1	A
Total		662	612	92.4%	4.3	0.7	A

Intersection 4 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	144	101	70.0%	0.3	0.1	A
	Right Turn	15	13	86.0%	0.5	0.1	A
	Subtotal	159	114	71.5%	0.3	0.1	A
SB	Left Turn	35	35	99.4%	3.4	1.2	A
	Through	338	327	96.7%	3.9	0.8	A
	Right Turn						
	Subtotal	373	362	96.9%	3.8	0.7	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	40	38	95.3%	6.6	0.7	A
	Through						
	Right Turn	40	40	99.5%	6.6	1.3	A
	Subtotal	80	78	97.4%	6.6	0.8	A
Total		612	553	90.4%	3.5	0.4	A

Intersection 5 **Deer Valley Drive East/Doe Pass Road** **All-way Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	175	151	86.1%	8.0	0.7	A
	Through	157	116	73.9%	7.4	0.4	A
	Right Turn						
	Subtotal	332	267	80.3%	7.8	0.5	A
SB	Left Turn						
	Through	111	100	90.0%	24.6	8.4	C
	Right Turn	165	165	99.9%	22.0	6.8	C
	Subtotal	276	265	95.9%	22.9	6.9	C
EB	Left Turn	6	5	90.0%	6.4	4.7	A
	Through						
	Right Turn						
	Subtotal	6	5	90.0%	6.4	4.7	A
WB	Left Turn						
	Through						
	Right Turn	5	3	58.0%	6.2	0.9	A
	Subtotal	5	3	58.0%	6.2	0.9	A
Total		619	540	87.2%	15.5	3.9	C

Intersection 6 **Deer Valley Drive West/Royal Street** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	29	28	96.6%	0.0	0.1	A
	Through	272	246	90.6%	0.1	0.0	A
	Right Turn	35	33	92.9%	0.2	0.0	A
	Subtotal	336	307	91.3%	0.1	0.0	A
EB	Left Turn	20	20	102.0%	7.4	2.0	A
	Through						
	Right Turn	30	28	94.7%	8.6	2.2	A
	Subtotal	50	49	97.6%	8.0	1.6	A
WB	Left Turn						
	Through						
	Right Turn	13	12	92.3%	6.2	0.2	A
	Subtotal	13	12	92.3%	6.2	0.2	A
Total		399	368	92.1%	1.4	0.2	A

Intersection 7 **Deer Valley Drive West/Doe Pass Road** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through	33	32	97.3%	2.2	1.3	A
	Right Turn						
	Subtotal	33	32	97.3%	2.2	1.3	A
SB	Left Turn	253	238	94.2%	3.8	0.7	A
	Through	314	292	93.0%	3.9	0.5	A
	Right Turn						
	Subtotal	567	530	93.5%	3.8	0.5	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	22	21	96.8%	2.5	1.7	A
	Through						
	Right Turn	127	122	96.0%	1.0	0.3	A
	Subtotal	149	143	96.1%	1.2	0.4	A
Total		749	706	94.2%	3.2	0.4	A

Intersection 8 **Mellow Mountain Road/Deer Valley Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn	5	4	84.0%	8.6	5.8	A
	Through						
	Right Turn	10	10	97.0%	13.2	7.2	B
	Subtotal	15	14	92.7%	13.9	4.3	B
SB	Left Turn	10	10	98.0%	20.0	13.3	C
	Through						
	Right Turn	10	8	83.0%	7.3	4.5	A
	Subtotal	20	18	90.5%	14.7	8.3	B
EB	Left Turn	10	11	109.0%	4.0	3.6	A
	Through	920	893	97.1%	5.7	1.4	A
	Right Turn	5	6	126.0%	3.1	3.5	A
	Subtotal	935	911	97.4%	5.6	1.4	A
WB	Left Turn	5	5	98.0%	6.0	6.8	A
	Through	374	334	89.3%	0.5	0.3	A
	Right Turn	5	4	88.0%	0.3	0.2	A
	Subtotal	384	343	89.4%	0.6	0.3	A
Total		1,354	1,286	95.0%	4.9	1.2	A

Intersection 9 **Deer Valley Drive-Marsac Avenue/OTTC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through	170	168	98.5%	49.9	29.2	E
	Right Turn	99	101	101.5%	52.0	28.4	F
	Subtotal	269	268	99.6%	50.5	27.8	F
SB	Left Turn	881	865	98.2%	12.3	2.4	B
	Through	350	339	96.7%	4.4	1.0	A
	Right Turn	7	21	292.9%	19.0	8.5	C
	Subtotal	1,238	1,224	98.9%	10.3	1.8	B
EB	Left Turn	7	4	57.1%	84.4	65.2	F
	Through	15	15	99.3%	102.6	49.4	F
	Right Turn	5	6	120.0%	125.9	56.8	F
	Subtotal	27	25	92.2%	106.8	50.8	F
WB	Left Turn	54	51	94.3%	9.9	4.1	A
	Through	18	10	57.8%	8.9	3.0	A
	Right Turn	345	308	89.3%	8.7	1.8	A
	Subtotal	417	369	88.6%	8.8	2.0	A
Total		1,951	1,887	96.7%	16.5	4.6	C

Intersection 10 **Middle Driveway (P3)/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn	4	4	87.5%	10.0	2.6	A
	Through						
	Right Turn	2	2	75.0%	3.9	4.2	A
	Subtotal	6	5	83.3%	9.3	1.6	A
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	101	97	96.0%	0.3	0.1	A
	Right Turn	147	138	93.7%	0.1	0.0	A
	Subtotal	248	235	94.6%	0.2	0.0	A
WB	Left Turn	140	123	87.7%	2.8	0.6	A
	Through	145	139	96.1%	0.4	0.2	A
	Right Turn						
	Subtotal	285	262	92.0%	1.4	0.3	A
Total		539	502	93.1%	1.0	0.2	A

Intersection 11 **East Driveway (P2)/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	45	45	99.1%	9.1	0.4	A
	Through						
	Right Turn	4	4	97.5%	5.0	4.5	A
	Subtotal	49	49	99.0%	9.0	0.3	A
SB	Left Turn						
	Through						
	Right Turn	7	6	85.7%	7.9	1.0	A
	Subtotal	7	6	85.7%	7.9	1.0	A
EB	Left Turn						
	Through	2	2	75.0%	0.2	0.4	A
	Right Turn	101	97	95.6%	0.4	0.1	A
	Subtotal	103	98	95.2%	0.4	0.1	A
WB	Left Turn	95	93	97.9%	2.3	0.4	A
	Through	233	212	90.9%	0.6	0.1	A
	Right Turn	12	11	87.5%	0.5	0.1	A
	Subtotal	340	315	92.8%	1.1	0.1	A
Total		499	468	93.8%	2.1	0.1	A

Intersection 12 **Deer Valley Drive East/North Driveway (P3)** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	42	33	77.9%	2.5	2.1	A
	Through	126	82	64.7%	0.2	0.5	A
	Right Turn						
	Subtotal	168	114	68.0%	0.8	0.9	A
SB	Left Turn						
	Through	271	261	96.2%	6.2	1.8	A
	Right Turn	107	104	97.6%	7.0	4.0	A
	Subtotal	378	365	96.6%	6.4	2.1	A
EB	Left Turn	3	3	83.3%	17.2	17.2	C
	Through						
	Right Turn	5	4	78.0%	11.9	6.5	B
	Subtotal	8	6	80.0%	19.2	5.5	C
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		554	486	87.7%	5.2	1.4	A

Intersection 13 **Deer Valley Drive East/South Driveway (P1)** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn	75	64	85.3%	1.9	0.8	A
	Through	330	266	80.7%	0.1	0.0	A
	Right Turn						
	Subtotal	405	330	81.6%	0.5	0.2	A
SB	Left Turn						
	Through	103	93	90.6%	0.0	0.0	A
	Right Turn	8	7	82.5%	0.3	0.2	A
	Subtotal	111	100	90.0%	0.1	0.0	A
EB	Left Turn	2	0	0.0%	0.0	0.0	A
	Through						
	Right Turn						
	Subtotal	2	0	0.0%	0.0	0.0	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		518	430	83.1%	0.4	0.2	A

Intersection 14 **Deer Valley Drive East/Exit Ramps** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through	103	80	77.9%	4.2	0.6	A
	Right Turn						
	Subtotal	103	80	77.9%	4.2	0.6	A
SB	Left Turn						
	Through	103	94	90.8%	4.8	9.9	A
	Right Turn						
	Subtotal	103	94	90.8%	4.8	9.9	A
EB	Left Turn	302	251	83.0%	14.4	3.8	B
	Through						
	Right Turn						
	Subtotal	302	251	83.0%	14.4	3.8	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		508	424	83.5%	10.6	3.8	B

Intersection 1 **Deer Valley Drive West/Deer Valley Drive East** **Signal**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	575	575	100.1%	54.2	4.9	D
	Right Turn	20	19	95.5%	35.3	20.9	D
	Subtotal	595	595	99.9%	53.8	5.0	D
SB	Left Turn	295	264	89.3%	25.7	5.7	C
	Through	304	279	91.7%	10.3	2.5	B
	Right Turn						
	Subtotal	599	542	90.6%	18.1	3.8	B
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	22	88.0%	53.1	23.7	D
	Through						
	Right Turn	405	379	93.5%	32.3	9.6	C
	Subtotal	430	401	93.2%	33.4	9.2	C
Total		1,624	1,538	94.7%	36.4	3.8	D

Intersection 2 **Amber Road/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	5	4	88.0%	5.9	6.5	A
	Through						
	Right Turn	25	25	98.0%	13.4	9.1	B
	Subtotal	30	29	96.3%	13.7	9.0	B
EB	Left Turn	20	18	88.5%	2.6	2.7	A
	Through	295	265	89.7%	1.7	1.2	A
	Right Turn						
	Subtotal	315	282	89.6%	1.7	1.2	A
WB	Left Turn						
	Through	405	379	93.5%	10.0	11.7	A
	Right Turn	10	7	73.0%	5.1	6.2	A
	Subtotal	415	386	93.0%	9.9	11.7	A
Total		760	697	91.7%	7.0	7.5	A

Intersection 3 **Solamere Drive/Deer Valley Drive East** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	15	14	94.7%	8.3	2.1	A
	Through						
	Right Turn	60	60	99.2%	6.9	1.3	A
	Subtotal	75	74	98.3%	7.1	0.9	A
EB	Left Turn	65	62	95.2%	6.1	2.2	A
	Through	235	207	87.9%	4.1	0.9	A
	Right Turn						
	Subtotal	300	268	89.5%	4.6	1.0	A
WB	Left Turn						
	Through	395	321	81.2%	0.3	0.0	A
	Right Turn	40	35	87.3%	0.5	0.2	A
	Subtotal	435	356	81.7%	0.3	0.0	A
Total		810	698	86.1%	2.9	0.3	A

Intersection 4 **Deer Valley Drive East/Queen Esther Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	380	304	79.9%	0.4	0.1	A
	Right Turn	60	55	92.3%	0.5	0.1	A
	Subtotal	440	359	81.6%	0.4	0.1	A
SB	Left Turn	50	49	97.6%	2.8	0.9	A
	Through	210	181	86.1%	3.2	1.1	A
	Right Turn						
	Subtotal	260	230	88.3%	3.1	1.0	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	25	26	105.2%	7.6	1.6	A
	Through						
	Right Turn	55	53	95.5%	7.4	1.1	A
	Subtotal	80	79	98.5%	7.5	1.1	A
Total		780	668	85.6%	2.1	0.3	A

Intersection 5 **Deer Valley Drive East/Doe Pass Road** **All-way Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	169	129	76.5%	8.5	3.6	A
	Through	249	178	71.5%	7.7	0.3	A
	Right Turn						
	Subtotal	418	307	73.5%	8.1	1.7	A
SB	Left Turn						
	Through	38	23	61.1%	11.1	7.1	B
	Right Turn	94	85	90.0%	11.7	4.0	B
	Subtotal	132	108	81.7%	12.0	4.0	B
EB	Left Turn	14	15	107.1%	5.3	2.0	A
	Through						
	Right Turn						
	Subtotal	14	15	107.1%	5.3	2.0	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		564	430	76.3%	9.0	1.8	A

Intersection 6 **Deer Valley Drive West/Royal Street** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
SB	Left Turn	30	26	86.3%	0.0	0.1	A
	Through	289	230	79.5%	0.1	0.0	A
	Right Turn	75	61	81.6%	0.2	0.0	A
	Subtotal	394	317	80.4%	0.1	0.0	A
EB	Left Turn	30	31	102.0%	8.3	1.5	A
	Through						
	Right Turn	45	43	96.2%	7.6	1.3	A
	Subtotal	75	74	98.5%	7.9	1.1	A
WB	Left Turn						
	Through						
	Right Turn	37	35	94.3%	6.3	0.2	A
	Subtotal	37	35	94.3%	6.3	0.2	A
Total		506	426	84.1%	1.7	0.1	A

Intersection 7 **Deer Valley Drive West/Doe Pass Road** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn						
	Through	67	65	97.3%	17.8	6.0	C
	Right Turn						
	Subtotal	67	65	97.3%	17.8	6.0	C
SB	Left Turn	34	63	184.1%	18.8	6.7	C
	Through	340	272	80.0%	4.1	1.5	A
	Right Turn						
	Subtotal	374	335	89.5%	6.8	1.9	A
EB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
WB	Left Turn	54	51	93.7%	36.8	8.9	E
	Through						
	Right Turn	608	553	90.9%	46.6	7.7	E
	Subtotal	662	604	91.2%	45.7	7.7	E
Total		1,103	1,003	91.0%	31.4	4.8	D

Intersection 8 **Mellow Mountain Road/Deer Valley Drive** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	Total Delay (sec/veh) LOS
NB	Left Turn	10	8	79.0%	13.2	5.7	B
	Through						
	Right Turn	5	5	100.0%	6.0	11.8	A
	Subtotal	15	13	86.0%	13.6	5.3	B
SB	Left Turn	5	6	118.0%	77.7	45.8	F
	Through	5	4	88.0%	37.5	29.1	E
	Right Turn	5	4	74.0%	45.5	31.6	E
	Subtotal	15	14	93.3%	54.3	30.1	F
EB	Left Turn	5	4	86.0%	16.9	20.2	C
	Through	589	532	90.3%	6.3	4.4	A
	Right Turn	20	18	90.0%	4.9	3.6	A
	Subtotal	614	554	90.2%	6.4	4.6	A
WB	Left Turn	5	4	82.0%	2.7	4.1	A
	Through	965	942	97.6%	3.3	0.7	A
	Right Turn	10	8	80.0%	2.1	2.6	A
	Subtotal	980	954	97.3%	3.3	0.7	A
Total		1,624	1,534	94.5%	5.3	2.1	A

Intersection 9 **Deer Valley Drive-Marsac Avenue/OTTC** **Roundabout**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	2	0	0.0%	0.0	0.0	A
	Through	510	424	83.1%	492.1	54.9	F
	Right Turn	66	54	81.4%	471.5	61.0	F
	Subtotal	578	478	82.6%	489.9	55.3	F
SB	Left Turn	843	763	90.5%	12.8	2.0	B
	Through	420	386	91.8%	4.6	0.7	A
	Right Turn	3	15	486.7%	12.5	6.1	B
	Subtotal	1,266	1,163	91.8%	10.2	1.5	B
EB	Left Turn	8	4	50.0%	33.8	31.2	D
	Through	17	15	88.8%	59.4	31.5	F
	Right Turn	4	6	150.0%	89.8	61.2	F
	Subtotal	29	25	86.6%	64.2	34.3	F
WB	Left Turn	100	89	89.1%	55.0	13.2	F
	Through	18	9	49.4%	48.8	17.1	E
	Right Turn	885	861	97.3%	36.1	6.7	E
	Subtotal	1,003	959	95.6%	38.1	7.1	E
Total		2,876	2,625	91.3%	108.0	8.7	F

Intersection 10 **Middle Driveway (P3)/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	283	268	94.7%	71.6	27.7	F
	Through						
	Right Turn	8	9	113.8%	63.3	64.0	F
	Subtotal	291	277	95.3%	71.4	27.8	F
SB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
EB	Left Turn						
	Through	14	11	81.4%	0.1	0.0	A
	Right Turn	10	8	82.0%	0.1	0.1	A
	Subtotal	24	20	81.7%	0.1	0.0	A
WB	Left Turn	45	40	87.8%	3.7	3.3	A
	Through	379	339	89.3%	12.5	4.5	B
	Right Turn						
	Subtotal	424	378	89.2%	11.7	4.2	B
Total		739	675	91.3%	35.4	11.9	E

Intersection 11 **East Driveway (P2)/Doe Pass Road** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	164	163	99.4%	10.4	3.0	B
	Through						
	Right Turn	6	6	98.3%	5.5	3.9	A
	Subtotal	170	169	99.4%	10.3	2.8	B
SB	Left Turn						
	Through						
	Right Turn	42	41	98.3%	9.0	1.2	A
	Subtotal	42	41	98.3%	9.0	1.2	A
EB	Left Turn						
	Through	8	9	113.8%	0.2	0.1	A
	Right Turn	14	11	81.4%	0.3	0.0	A
	Subtotal	22	21	93.2%	0.3	0.1	A
WB	Left Turn	32	27	84.1%	1.7	0.2	A
	Through	218	175	80.4%	2.9	2.8	A
	Right Turn	13	12	90.0%	2.2	5.6	A
	Subtotal	263	214	81.3%	2.7	2.7	A
Total		497	445	89.4%	5.9	1.8	A

Intersection 12 **Deer Valley Drive East/North Driveway (P3)** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn	15	12	78.7%	2.2	1.7	A
	Through	248	171	69.0%	0.1	0.1	A
	Right Turn						
	Subtotal	263	183	69.6%	0.2	0.1	A
SB	Left Turn						
	Through	132	108	81.7%	4.1	1.0	A
	Right Turn	103	99	95.9%	3.7	2.0	A
	Subtotal	235	207	88.0%	3.9	1.2	A
EB	Left Turn	117	115	98.1%	23.1	2.3	C
	Through						
	Right Turn						
	Subtotal	117	115	98.1%	23.1	2.3	C
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		615	505	82.0%	8.0	0.8	A

Intersection 13 **Deer Valley Drive East/South Driveway (P1)** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	413	302	73.0%	0.2	0.1	A
	Right Turn						
	Subtotal	413	302	73.0%	0.2	0.1	A
SB	Left Turn						
	Through	36	22	60.8%	0.0	0.1	A
	Right Turn	2	1	65.0%	0.1	0.2	A
	Subtotal	38	23	61.1%	0.0	0.1	A
EB	Left Turn	5	6	114.0%	7.4	4.1	A
	Through						
	Right Turn	43	41	96.0%	8.2	0.4	A
	Subtotal	48	47	97.9%	8.3	0.4	A
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		499	372	74.5%	1.2	0.1	A

Intersection 14 **Deer Valley Drive East/Exit Ramps** **Side-street Stop**

Direction	Movement	Demand Volume (vph)	Served Volume (vph) Average	Served Volume (vph) Percent	Total Delay (sec/veh) Average	Total Delay (sec/veh) Std. Dev.	LOS
NB	Left Turn						
	Through	79	50	63.7%	2.9	0.4	A
	Right Turn						
	Subtotal	79	50	63.7%	2.9	0.4	A
SB	Left Turn						
	Through	79	64	80.6%	0.2	0.1	A
	Right Turn						
	Subtotal	79	64	80.6%	0.2	0.1	A
EB	Left Turn	334	251	75.1%	11.1	3.7	B
	Through						
	Right Turn						
	Subtotal	334	251	75.1%	11.1	3.7	B
WB	Left Turn						
	Through						
	Right Turn						
	Subtotal						
Total		492	365	74.2%	8.3	2.9	A

95th % Queue

Intersection & Movement	Storage Length	Existing		2030 Background		2040 Background		2030 Plus Project		2040 Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
DVDE_DVDW_NBT	1600	0	432	0	404	0	444	47	572	48	642
DVDE_DVDW_NBR	1600	0	432	0	404	0	444	47	572	48	642
DVDE_DVDW_SBL	120	0	0	0	0	0	10	65	90	66	88
DVDE_DVDW_SBT	270	0	0	0	0	0	0	112	49	108	47
DVDE_DVDW_WBL	170	46	194	46	191	47	191	41	127	39	133
DVDE_DVDW_WBR	170	46	193	46	191	47	191	40	127	39	132
DVDE_Amber_SBL	230	0	22	0	22	0	22	0	22	0	22
DVDE_Amber_SBR	230	0	23	0	23	0	23	0	22	0	22
DVDE_Amber_EBL	170	0	0	0	0	0	0	0	0	0	0
DVDE_Amber_EBT	170	0	0	0	0	0	0	0	0	0	0
DVDE_Amber_WBT	1800	0	308	0	222	0	288	0	0	0	0
DVDE_Amber_WBR	1800	0	308	0	222	0	288	0	0	0	0
DVDE_Solamere_SBL	2000	25	25	25	25	25	25	26	25	26	25
DVDE_Solamere_SBR	2000	25	25	25	25	25	25	25	25	25	25
DVDE_Solamere_EBL	1800	0	0	0	0	0	0	0	0	0	0
DVDE_Solamere_EBT	1800	0	0	0	0	0	0	0	0	0	0
DVDE_Solamere_WBT	600	0	0	0	0	0	0	0	0	0	0
DVDE_Solamere_WBR	600	0	0	0	0	0	0	0	0	0	0
DVDE_QE_NBT	1500	0	0	0	0	0	0	0	0	0	0
DVDE_QE_NBR	1500	0	0	0	0	0	0	0	0	0	0
DVDE_QE_SBL	600	0	0	0	0	0	0	0	0	0	0
DVDE_QE_SBT	600	0	0	0	0	0	0	0	0	0	0
DVDE_QE_WBL	2000	24	24	24	24	24	24	24	24	24	24
DVDE_QE_WBR	2000	24	24	24	24	24	24	25	25	25	25
DVDE_DoePass_NBL	1000	112	0	102	0	127	0	40	43	41	44
DVDE_DoePass_NBT	1000	112	0	102	0	126	0	40	43	40	44
DVDE_DoePass_SBT	1500	0	0	0	0	0	0	72	26	70	26
DVDE_DoePass_SBR	1500	0	0	0	0	0	0	71	26	70	26
DVDE_DoePass_EBL	200	0	24	0	24	0	24	0	0	0	0
DVDE_DoePass_EBR	200	0	24	0	24	0	24	0	0	0	0
DVDE_DoePass_WBL	100	0	0	0	0	0	0	0	0	0	0
DVDE_DoePass_WBR	100	0	0	0	0	0	0	0	0	0	0
DVDW_Royal_NBL	600	0	0	0	0	0	0	0	0	0	0
DVDW_Royal_NBT	600	0	0	0	0	0	0	0	0	0	0
DVDW_Royal_SBL/SBU	1900	0	0	0	0	0	0	0	0	0	0
DVDW_Royal_SBT	1900	0	0	0	0	0	0	0	0	0	0
DVDW_Royal_SBR	1900	0	0	0	0	0	0	0	0	0	0
DVDW_Royal_EBL	2000	26	27	27	27	27	27	25	25	25	25
DVDW_Royal_EBR	2000	27	27	27	27	27	27	25	25	25	25
DVDW_Royal_WBR	100	-	-	-	-	-	-	0	22	0	22
DVDW_DoePass_NB	220	0	0	0	0	0	0	0	0	0	0
DVDW_DoePass_SB	1600	0	0	0	0	0	0	0	0	0	0
DVDW_DoePass_WB	200	0	75	0	76	0	87	0	62	0	67
DVD_Mellow_NBL	100	0	0	0	0	0	0	0	0	0	0
DVD_Mellow_NBT	100	0	0	0	0	0	0	0	0	0	0
DVD_Mellow_NBR	100	0	0	0	0	0	0	0	0	0	0
DVD_Mellow_SBL	800	0	0	0	0	0	0	0	0	0	0
DVD_Mellow_SBT	800	0	0	0	0	0	0	0	0	0	0
DVD_Mellow_SBR	800	0	0	0	0	0	0	0	0	0	0
DVD_Mellow_EBL	2500	0	0	0	0	0	0	0	0	0	0
DVD_Mellow_EBT	2500	0	0	0	0	0	0	0	0	0	0
DVD_Mellow_EBR	2500	0	0	0	0	0	0	0	0	0	0
DVD_Mellow_WBL	270	0	0	0	0	0	0	0	219	0	218
DVD_Mellow_WBT	270	0	0	0	0	0	0	0	219	0	218
DVD_Mellow_WBR	270	0	0	0	0	0	0	0	219	0	218
DVD_Marsac_NBLT	1500	89	633	90	954	94	960	74	2029	75	2039
DVD_Marsac_NBR	1500	29	0	30	0	31	0	31	0	32	70
DVD_Marsac_SBL	4500	112	50	106	66	128	64	99	89	99	101
DVD_Marsac_SBTR	4500	112	50	107	65	128	64	99	89	99	100
DVD_Marsac_EBLT	300	73	71	73	71	73	71	71	72	72	71
DVD_Marsac_EBR	300	73	72	73	71	73	71	72	72	73	72
DVD_Marsac_WBLT	2500	0	18	0	35	0	36	0	18	0	33
DVD_Marsac_WBR	2500	0	0	0	0	0	0	0	0	0	0
DoePass_MDriveway_NBL	200	-	-	-	-	-	-	0	70	0	83
DoePass_MDriveway_NBR	200	-	-	-	-	-	-	0	70	0	83
DoePass_MDriveway_EBT	270	-	-	-	-	-	-	0	0	0	0
DoePass_MDriveway_EBR	270	-	-	-	-	-	-	0	0	0	0
DoePass_MDriveway_WBL	80	-	-	-	-	-	-	0	0	0	0
DoePass_MDriveway_WBT	80	-	-	-	-	-	-	0	0	0	0
DoePass_EDriveway_NBL	200	-	-	-	-	-	-	22	42	22	42
DoePass_EDriveway_NBR	200	-	-	-	-	-	-	23	43	23	43
DoePass_EDriveway_SBL	200	-	-	-	-	-	-	0	23	0	23
DoePass_EDriveway_SBR	200	-	-	-	-	-	-	0	23	0	23
DoePass_EDriveway_EBL	80	-	-	-	-	-	-	0	0	0	0
DoePass_EDriveway_EBT	80	-	-	-	-	-	-	0	0	0	0
DoePass_EDriveway_EBR	80	-	-	-	-	-	-	0	0	0	0
DoePass_EDriveway_WBL	80	-	-	-	-	-	-	0	0	0	0
DoePass_EDriveway_WBT	80	-	-	-	-	-	-	0	0	0	0
DoePass_EDriveway_WBR	80	-	-	-	-	-	-	0	0	0	0
DVDE_NDriveway_NBL	275	-	-	-	-	-	-	0	0	0	0
DVDE_NDriveway_NBT	275	-	-	-	-	-	-	0	0	0	0
DVDE_NDriveway_SBT	1200	-	-	-	-	-	-	0	0	0	0
DVDE_NDriveway_SBR	1200	-	-	-	-	-	-	0	0	0	0
DVDE_NDriveway_EBL	200	-	-	-	-	-	-	0	26	0	26
DVDE_NDriveway_EBR	200	-	-	-	-	-	-	0	26	0	26
DVDE_SDriveway_NBL	110	-	-	-	-	-	-	0	0	0	0
DVDE_SDriveway_NBT	300	-	-	-	-	-	-	0	0	0	0
DVDE_SDriveway_SBT	270	-	-	-	-	-	-	0	0	0	0
DVDE_SDriveway_SBR	270	-	-	-	-	-	-	0	0	0	0
DVDE_SDriveway_EBL	200	-	-	-	-	-	-	0	23	0	23
DVDE_SDriveway_EBR	200	-	-	-	-	-	-	0	23	0	23
DVDE_Tunnel_NBT	200	-	-	-	-	-	-	0	0	0	0
DVDE_Tunnel_SBT	300	-	-	-	-	-	-	0	0	0	0
DVDE_Tunnel_EBL	300	-	-	-	-	-	-	61	54	61	70

95th % Queue

Intersection & Movement	Storage Length	Existing		2030 Background		2040 Background		2030 Plus Project		2040 Plus Project	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
DVDE_DVDW_NBT	1600	0	1690	0	1690	0	1692	154	1738	161	1724
DVDE_DVDW_NBR	1600	0	1690	0	1690	0	1691	154	1738	161	1724
DVDE_DVDW_SBL	120	49	91	57	77	69	86	184	257	184	273
DVDE_DVDW_SBT	270	0	0	0	0	0	0	347	158	348	164
DVDE_DVDW_WBL	170	143	258	129	257	130	257	90	270	86	271
DVDE_DVDW_WBR	170	143	258	129	257	129	257	90	269	86	270
DVDE_Amber_SBL	230	26	27	26	27	26	28	26	30	27	29
DVDE_Amber_SBR	230	27	27	27	27	27	28	26	29	26	29
DVDE_Amber_EBL	170	0	1	30	0	30	27	0	31	32	0
DVDE_Amber_EBT	170	0	16	30	0	30	27	0	30	32	0
DVDE_Amber_WBT	1800	72	1548	77	1454	73	1515	53	113	49	106
DVDE_Amber_WBR	1800	72	1548	76	1454	73	1515	53	112	49	106
DVDE_Solamere_SBL	2000	51	47	65	47	62	47	58	47	54	47
DVDE_Solamere_SBR	2000	51	47	65	47	62	47	58	47	54	47
DVDE_Solamere_EBL	1800	102	57	128	73	135	75	0	0	0	0
DVDE_Solamere_EBT	1800	102	57	128	73	134	75	0	0	0	0
DVDE_Solamere_WBT	600	123	190	125	214	123	234	0	0	0	0
DVDE_Solamere_WBR	600	123	190	125	214	123	234	105	106	105	105
DVDE_QE_NBT	1500	0	0	0	0	0	0	0	0	0	0
DVDE_QE_NBR	1500	0	0	0	0	0	0	0	0	0	0
DVDE_QE_SBL	600	319	147	340	147	325	165	0	0	0	0
DVDE_QE_SBT	600	318	147	340	147	324	165	251	156	250	158
DVDE_QE_WBL	2000	48	47	46	47	46	47	47	47	47	47
DVDE_QE_WBR	2000	48	47	46	47	46	47	47	47	47	48
DVDE_DoePass_NBL	1000	437	52	423	59	399	56	67	70	70	71
DVDE_DoePass_NBT	1000	436	52	422	59	398	55	67	70	69	71
DVDE_DoePass_SBT	1500	202	0	184	0	217	0	273	127	296	128
DVDE_DoePass_SBR	1500	203	0	184	0	218	0	272	127	295	128
DVDE_DoePass_EBL	200	0	50	24	52	24	51	25	27	25	26
DVDE_DoePass_EBR	200	0	50	24	52	24	51	25	27	25	26
DVDE_DoePass_WBL	100	21	0	21	0	21	0	22	0	22	0
DVDE_DoePass_WBR	100	21	0	21	0	21	0	22	0	22	0
DVDW_Royal_NBL	600	0	0	0	0	0	0	0	0	0	0
DVDW_Royal_NBT	600	0	0	0	0	0	0	0	0	0	0
DVDW_Royal_SBL/SBU	1900	0	0	0	0	0	0	0	0	0	0
DVDW_Royal_SBT	1900	0	0	0	0	0	0	0	0	0	0
DVDW_Royal_SBR	1900	0	0	0	0	0	0	0	0	0	0
DVDW_Royal_EBL	2000	34	48	45	48	45	50	46	48	46	50
DVDW_Royal_EBR	2000	34	48	45	48	46	50	46	48	46	50
DVDW_Royal_WBR	100	-	-	-	-	-	-	25	31	25	31
DVDW_DoePass_NB	220	0	23	0	27	0	37	0	2	0	2
DVDW_DoePass_SB	1600	0	0	0	0	0	0	116	82	149	78
DVDW_DoePass_WB	200	25	409	25	410	25	410	0	372	0	372
DVD_Mellow_NBL	100	25	24	25	25	25	25	26	25	25	25
DVD_Mellow_NBT	100	24	24	24	24	24	24	26	25	25	25
DVD_Mellow_NBR	100	24	24	24	24	24	24	26	25	25	25
DVD_Mellow_SBL	800	26	25	26	30	26	26	26	25	25	31
DVD_Mellow_SBT	800	25	24	26	30	26	26	26	25	25	31
DVD_Mellow_SBR	800	26	25	26	30	26	26	26	25	25	31
DVD_Mellow_EBL	2500	0	51	0	65	0	65	355	106	322	145
DVD_Mellow_EBT	2500	0	51	0	65	0	65	355	106	322	145
DVD_Mellow_EBR	2500	0	51	0	65	0	65	355	106	322	145
DVD_Mellow_WBL	270	52	300	57	340	58	244	55	387	82	387
DVD_Mellow_WBT	270	52	300	57	340	58	244	55	387	82	387
DVD_Mellow_WBR	270	52	300	57	340	58	244	56	387	82	387
DVD_Marsac_NBLT	1500	290	1382	327	1985	361	1977	291	2044	321	2047
DVD_Marsac_NBR	1500	182	390	152	63	175	1342	170	2039	192	2040
DVD_Marsac_SBL	4500	396	260	395	278	440	279	367	380	375	373
DVD_Marsac_SBTR	4500	396	260	395	278	440	279	366	380	374	373
DVD_Marsac_EBLT	300	121	120	158	120	160	120	213	209	212	209
DVD_Marsac_EBR	300	121	120	159	120	160	120	213	210	213	210
DVD_Marsac_WBLT	2500	38	89	40	447	40	86	40	132	39	497
DVD_Marsac_WBR	2500	0	0	0	0	0	0	0	0	0	0
DoePass_MDriveway_NBL	200	-	-	-	-	-	-	23	186	23	186
DoePass_MDriveway_NBR	200	-	-	-	-	-	-	23	186	23	186
DoePass_MDriveway_EBT	270	-	-	-	-	-	-	0	0	0	0
DoePass_MDriveway_EBR	270	-	-	-	-	-	-	0	0	0	0
DoePass_MDriveway_WBL	80	-	-	-	-	-	-	44	149	44	150
DoePass_MDriveway_WBT	80	-	-	-	-	-	-	44	150	44	150
DoePass_EDriveway_NBL	200	-	-	-	-	-	-	45	82	45	81
DoePass_EDriveway_NBR	200	-	-	-	-	-	-	46	83	46	82
DoePass_EDriveway_SBL	200	-	-	-	-	-	-	25	31	25	35
DoePass_EDriveway_SBR	200	-	-	-	-	-	-	24	31	24	34
DoePass_EDriveway_EBL	80	-	-	-	-	-	-	0	0	0	0
DoePass_EDriveway_EBT	80	-	-	-	-	-	-	0	0	0	0
DoePass_EDriveway_EBR	80	-	-	-	-	-	-	0	0	0	0
DoePass_EDriveway_WBL	80	-	-	-	-	-	-	0	0	0	0
DoePass_EDriveway_WBT	80	-	-	-	-	-	-	0	0	0	0
DoePass_EDriveway_WBR	80	-	-	-	-	-	-	0	0	0	0
DVDE_NDriveway_NBL	275	-	-	-	-	-	-	0	0	0	0
DVDE_NDriveway_NBT	275	-	-	-	-	-	-	0	0	0	0
DVDE_NDriveway_SBT	1200	-	-	-	-	-	-	38	0	61	0
DVDE_NDriveway_SBR	1200	-	-	-	-	-	-	38	0	61	0
DVDE_NDriveway_EBL	200	-	-	-	-	-	-	23	80	23	82
DVDE_NDriveway_EBR	200	-	-	-	-	-	-	23	80	23	82
DVDE_SDriveway_NBL	110	-	-	-	-	-	-	0	0	0	0
DVDE_SDriveway_NBT	300	-	-	-	-	-	-	0	0	0	0
DVDE_SDriveway_SBT	270	-	-	-	-	-	-	0	0	0	0
DVDE_SDriveway_SBR	270	-	-	-	-	-	-	0	0	0	0
DVDE_SDriveway_EBL	200	-	-	-	-	-	-	0	30	0	30
DVDE_SDriveway_EBR	200	-	-	-	-	-	-	0	30	0	30
DVDE_Tunnel_NBT	200	-	-	-	-	-	-	0	0	0	0
DVDE_Tunnel_SBT	300	-	-	-	-	-	-	0	0	0	0
DVDE_Tunnel_EBL	300	-	-	-	-	-	-	193	272	226	428

Attachment D:
Calibration Memorandum

FEHR PEERS

MEMORANDUM

Date: October 2, 2024

To: Park City Municipal Corporation, Engineering

From: Fehr & Peers

Subject: **Snow Park Transportation Impact Study – Existing Conditions Model Calibration Memo**

UT24-2481

The purpose of this memorandum is to provide details of the calibration of existing conditions of the simulation model developed for the proposed Snow Park Village. This memorandum is a supplement to the Snow Park Village Traffic Impact Study (TIS), October 2024.

As mentioned in Section 2.2 of the TIS, traffic operations for the project site were modeled in Vissim, a microsimulation traffic analysis software. Vissim was used in order to model characteristics included in the proposed design such as a new transit hub, a shared mobility lane that only allows buses in the winter season, pick-up/drop-off operations, transit operations, and intersection operations.

It is important that microsimulation models be validated against existing conditions. A validated existing conditions model provides analysts with more confidence that projected 'plus project' conditions are correct. Without proper validation, inaccuracies in the base model could propagate into the future year scenarios. For this study, it was necessary to focus the validation on weekend AM and PM peak hour conditions to reflect a busy peak winter season weekend for the resort. For this study, the following metrics were evaluated for calibration:

- Volumes served at the study intersections
- Intersection LOS and delays
- Visual queueing and congestion compared to observed conditions

Figure 1 illustrates existing conditions of the Snow Park Village and surrounding area with labels for roadways and parking lots.

Figure 1: Existing Roadway Conditions

Volume Calibration

The vehicle volumes served at each study intersection was measured to compare against observed vehicles from the traffic data collection. Calibration targets presented in the *Traffic Analysis Toolbox Volume III: Guidelines for Applying Traffic Microsimulation Modeling Software* (2004), published by the Federal Highway Administration (FHWA) were used for volume calibration for this model. GEH statistic is a formula used in traffic engineering for comparing two sets of volumes; in this case, the modeled vs. observed volumes. The calibration targets presented by FHWA are shown in **Table 1.** Note that the targets are presented for a freeway model but was applied for intersection volumes for this study.

Table 1: Model Calibration Criteria

Criteria and Measures	Calibration Acceptance Targets
Hourly Flows, Model Versus Observed	
Individual Link (Intersection) Flows	
Within 15%, for 700 veh/h<Flow<2700 veh/h	>85% of cases
Within 100 veh/h, for Flow<700 veh/h	>85% of cases
Within 400 veh/h, for Flow>2700 veh/h	>85% of cases
Sum of All Link (Intersection) Flows	Within 5% of sum of all link (intersection) counts
GEH Statistic < 5 for Individual Link (Intersection) Flows	>85% of cases
GEH Statistic for Sum of All Link (Intersection) Flows	GEH < 4 for sum of all link counts

Source: *Traffic Analysis Toolbox Volume III: Guidelines for Applying Traffic Microsimulation Modeling Software (2004), Table 4 (FHWA)*.

The modeled and observed (demand) volumes are shown in **Table 2** below. The modeled served volumes at all approaches and all overall intersections were all within 100 vehicles for less than 700 vehicles/hour, or within 15% for vehicles between 700 and 2700 vehicles/hour for both AM and PM peak hours. All approaches and intersections also showed GEH statistic values less than 5 for both AM and PM peak hours. This suggests that volume calibration targets were met for the Snow Park Village model.

Table 2: Existing 2024 Background Conditions Saturday AM & PM Peak Hour Intersection Volumes

Intersection			Saturday AM Peak Hour				Saturday PM Peak Hour			
ID	Location	Approach	Demand Volume (vph)	Served Volume (vph)	% Volume Served	GEH	Demand Volume (vph)	Served Volume (vph)	% Volume Served	GEH
1	Deer Valley Dr West / Deer Valley Dr East	NB	157	152	97%	0.4	517	529	102%	0.5
		SB	953	940	99%	0.4	421	412	98%	0.4
		WB	212	203	96%	0.6	440	428	97%	0.6
		Overall	**1,322**	**1,295**	**98%**	**0.7**	**1,378**	**1,369**	**99%**	**0.2**
2	Amber Rd / Deer Valley Dr East	SB	16	16	100%	0.0	29	29	99%	0.0
		EB	381	382	100%	0.0	199	198	99%	0.1
		WB	198	190	96%	0.6	421	411	98%	0.5
		Overall	**595**	**587**	**99%**	**0.3**	**649**	**637**	**98%**	**0.5**
3	Solamere Dr / Deer Valley Dr East	SB	106	106	100%	0.0	74	74	99%	0.1
		EB	364	362	99%	0.1	185	182	98%	0.2
		WB	127	116	91%	1.0	445	436	98%	0.4
		Overall	**597**	**584**	**98%**	**0.5**	**704**	**691**	**98%**	**0.5**
4	Deer Valley Dr East / Queen Esther Dr	NB	110	98	89%	1.2	451	444	98%	0.4
		SB	364	357	98%	0.4	144	138	96%	0.5
		WB	76	76	100%	0.0	76	76	100%	0.0
		Overall	**550**	**530**	**96%**	**0.9**	**671**	**657**	**98%**	**0.5**
5	Deer Valley Dr East / Doe Pass Rd	NB	256	241	94%	1.0	413	410	99%	0.1
		SB	388	382	99%	0.3	106	103	97%	0.3
		EB	1	0	0%	1.4	73	72	99%	0.1
		WB	4	2	58%	1.0	-	-	-	-

		Overall	**649**	**625**	**96%**	**0.9**	**592**	**585**	**99%**	**0.3**
6	Deer Valley Dr West / Royal St	NB	124	122	98%	0.2	279	270	97%	0.6
		SB	582	562	97%	0.8	307	298	97%	0.5
		EB	45	44	97%	0.2	69	68	98%	0.1
		Overall	**751**	**728**	**97%**	**0.9**	**655**	**635**	**97%**	**0.8**
7	Deer Valley Dr West / Doe Pass Rd	NB	133	129	97%	0.4	275	265	97%	0.6
		WB	12	12	102%	0.1	325	323	99%	0.1
		Overall	**145**	**141**	**97%**	**0.4**	**600**	**588**	**98%**	**0.5**
8	Mellow Mountain Rd / Deer Valley Dr	NB	13	13	100%	0.0	11	11	98%	0.1
		SB	18	18	100%	0.0	8	8	104%	0.1
		EB	946	932	99%	0.5	436	427	98%	0.4
		WB	322	311	97%	0.6	916	916	100%	0.0
		Overall	**1,299**	**1,274**	**98%**	**0.7**	**1,371**	**1,362**	**99%**	**0.2**
9	Deer Valley Dr / Marsac Ave	NB	249	248	99%	0.1	551	536	97%	0.6
		SB	1,248	1,230	99%	0.5	1,096	1,052	96%	1.4
		EB	27	25	91%	0.5	29	27	94%	0.3
		WB	361	343	95%	1.0	936	931	99%	0.2
		Overall	**1,885**	**1,845**	**98%**	**0.9**	**2,612**	**2,546**	**97%**	**1.3**

Intersection LOS and Delay

Table 3 displays the existing average Level of Service (LOS) and delay at the study intersections for the weekend AM and PM peak hours. It is important to note the following regarding these results:

- The reported LOS and average delay is based on conditions during the busiest 15-minute interval of each peak hour (per the Highway Capacity Manual (HCM) standards for calculating LOS).
- For the roundabout, the reported LOS and delay is the weighted average of all vehicles passing through a given intersection. However, this averaging of delay may not align with a driver's experience driving through the intersection, since the driver is on a single approach.
- For two-way stop controlled (TWSC) intersections, the LOS and delay for the worst movement is reported (per the HCM standards).

Table 3: Snow Park Village Saturday AM and PM Peak Hour Existing Level of Service

Intersection			LOS / Average Delay (sec/veh)	
ID	Location	Traffic Control	AM Peak Hour	PM Peak Hour
1	Deer Valley Dr West / Deer Valley Dr East	TWSC	19 / C	58 / F
2	Amber Rd / Deer Valley Dr East	TWSC	9 / A	229 / F
3	Solamere Dr / Deer Valley Dr East	TWSC	11 / B	11 / B
4	Deer Valley Dr East / Queen Esther Dr	TWSC	11 / B	9 / A
5	Deer Valley Dr East / Doe Pass Rd	TWSC	66 / F	14 / B
6	Deer Valley Dr West / Royal St	TWSC	13 / B	11 / B
7	Deer Valley Dr West / Doe Pass Rd	TWSC	9 / A	72 / F
8	Mellow Mountain Rd / Deer Valley Dr	TWSC	17 / C	39 / E
9	Deer Valley Dr / Marsac Ave	Roundabout	17 / C	42 / E

As shown in **Table 3**, the following study intersections currently operate worse than the established LOS D threshold. These include:

- Deer Valley Drive West / Deer Valley Drive East: LOS F in the PM peak hour
    - This is caused by a slow rolling queue of vehicles from the Marsac roundabout that extends past the Y-intersection, causing delays at the northbound and westbound approach. It was observed that when this happens, vehicles on the

free-flow northbound approach allow for vehicles on the stop-controlled westbound approach to make a turn. While the stop-controlled westbound approach experiences delays and operates at LOS E, the northbound approach experiences the most delays at this intersection.

- Amber Road / Deer Valley Drive East: LOS F in the PM peak hour
    - This is caused by congestion at the Y-intersection which spills back past Amber Road. This queueing makes it difficult for vehicles to find space to go westbound through.
- Deer Valley Drive East / Doe Pass Road: LOS F in the AM peak hour
    - This is caused by the high volumes of vehicles entering the parking lots from both NB Left and SB Right, the latter of which gets priority which causes a queuing of NB Left vehicles.
- Deer Valley Dr West / Doe Pass Rd: LOS F in the PM peak hour
    - This is caused by congestion at the Y-intersection which spills back towards Doe Pass Rd. This queueing makes it difficult for vehicles to find a gap and turn onto Deer Valley Drive West.
- Mellow Mountain Rd / Deer Valley Dr: LOS E in the PM peak hour
    - This is caused by the queues between the Marsac roundabout and the Y-intersection, making it difficult for vehicles to find a gap and turn left onto Deer Valley Drive.
- Deer Valley Drive / Marsac Ave: LOS E in the PM peak hour
    - This is caused by congestion at the roundabout due to high volumes exiting various ski resorts and moving in and out of downtown Park City. The delay is highest for the northbound approach.

Visual Queueing and Congestion

The following key locations were observed to have queueing and congestion issues currently in the study area, as also reflected in the LOS and delay results in **Table 3**:

- Deer Valley Drive East / Doe Pass Road - AM peak hour
    - The parking operations at Lot 5 slow down the speeds of vehicles entering Doe Pass Road, causing queues from vehicles turning onto Doe Pass Road on Deer Valley East Drive. The model was coded to add friction on Doe Pass Road to simulate the observed queuing and delays. **Figure 2** below shows the observed vs. modeled queues at this intersection.

Figure 2: Observed vs. Modeled Queues at Deer Valley Drive East / Doe Pass Road in the AM Peak Hour

- Deer Valley Drive East / Deer Valley Drive West (Y-intersection) – PM Peak Hour
    - A slow, constant rolling queue is observed between the Marsac roundabout and the Y-intersection in the PM peak hour. This queue backs up past the Y-intersection, causing high delays and queues for the stop-controlled westbound approach. Also, when this congestion occurs, it was observed that the free-flow vehicles on the northbound approach allow for the westbound vehicles to make a turn as a "zipper merge", also causing queues and delays on the northbound approach.
    - The following aspects were coded into the Vissim model to replicate the observed queueing and congestion:

- Slower speeds along Deer Valley Drive between the Marsac roundabout the Y-intersection
- Additional vehicles at the Y-intersection on the northbound and westbound approaches to account for latent demand (vehicles stuck in the queue at the end of the data collection peak hour)
- Priority rule on the northbound approach to allow for the "zipper merge" when the intersection is congested

- **Figure 3**, **Figure 4**, and **Figure 5** below show the observed vs. modeled queues at the Y-intersection, Deer Valley Drive East / Solamere Drive, and Deer Valley Drive West / Doe Pass Road, respectively.

Figure 3: Observed vs. Modeled Queues at the Y-intersection in the PM Peak Hour

Figure 4: Observed vs. Modeled Queues at Deer Valley Drive West / Doe Pass Road in the PM Peak Hour

Figure 5: Observed vs. Modeled Queues along Deer Valley Drive East at Solamere Drive in the PM Peak Hour

FEE EXEMPT
UTAH CODE ANNOTATED § 11-13-102

Ent 445946 Bk 1209 Pg 294-303
Date: 04-DEC-2017 1:22:23PM
Fee: NoneFiled By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: PARK CITY

WHEN RECORDED, PLEASE RETURN TO:

Park City Recorder
PO Box 1480
Park City, UT 84060

THIRD AMENDMENT TO SETTLEMENT AGREEMENT

This THIRD AMENDMENT TO SETTLEMENT AGREEMENT ("Amendment") is made and executed as of November 10, 2017 by and among DEER CREST ASSOCIATES I, L.C., a Utah limited liability company ("DCA"), DEER CREST MASTER ASSOCIATION, INC., a Utah non-profit corporation ("DCMA"), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("City").

RECITALS

A. The City, Trans-Wasatch Company, L.L.C., a Utah limited liability company ("Trans-Wasatch"), and Park City Consolidated Mines Company, a Utah corporation ("ParkCon") entered into that certain Telemark Park Settlement Agreement dated December 29, 1995, as amended by that certain First Amendment to the Telemark Park Settlement Agreement dated April 8, 1997, and that certain Second Amendment to the Telemark Park Settlement Agreement dated April 6, 2001 (collectively, the "Settlement Agreement"), which agreement governed certain development rights within a residential development known as Deer Crest ("Project").

B. DCA acquired all of the interest of Trans-Wasatch and ParkCon in and to the Project, including all rights and obligations of Trans-Wasatch and ParkCon under the Settlement Agreement.

C. The Settlement Agreement contemplated that Keetley Road within the Project (now known and referred to herein as "Deer Hollow Drive"), the location of which is described on attached Exhibit "A" which is attached hereto and incorporated herein by this reference, would be disconnected and that physical improvements would be placed on the historic location of such road in order to prevent through traffic use of Deer Hollow Drive.

D. In furtherance of a common plan of development for the Project, DCA adopted the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest dated October 31, 1997, as amended (the "Master Declaration"), which sets forth master covenants, conditions and restrictions affecting the Project. Pursuant to the Master Declaration, DCA also created DCMA for the purposes set forth in the Master Declaration including, without limitation, for the purposes of owning, maintaining, and administering the common elements in the Project.

E. DCA has conveyed to DCMA all of the roads, open space parcels and other common elements in the Project, including Deer Hollow Drive.

F. The parties believe that it is in the best interest of the Project and the City that Deer Hollow Drive be preserved as a means of access through the Project, including access by emergency vehicles.

G. The parties desire to modify the Settlement Agreement to suspend the requirement to create a physical disconnect on Deer Hollow Drive in order to prevent through traffic over Deer Hollow Drive, and to remove any requirement that structures be built in the historic location of such road.

H. DCA, DCMA and the City desire to amend the Settlement Agreement as set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DCA, DCMA and the City hereby agree as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Amendment shall have the meaning or meanings given to them in the Settlement Agreement. The foregoing recitals are true and correct and are incorporated herein by reference.

2. References to Keetley Road. All references in the Settlement Agreement to Keetley Road shall mean and refer to Deer Hollow Drive.

3. Continued Existence of Deer Hollow Drive. The requirement for a permanent physical disconnect of Deer Hollow Drive, at the Slalom Village location, is hereby suspended. Subject to the terms and conditions of this Amendment, Deer Hollow Drive shall remain a main road within the Project, and shall not be disconnected, either temporarily or permanently, except as provided herein.

4. Right to Relocate Deer Hollow Drive. DCA, its successors and assigns, shall have the right to relocate portions of Deer Hollow Drive, at its sole cost and expense, to accommodate the eventual development of Slalom Village and other properties within the Project.

5. Use of Deer Hollow Drive. Official vehicles of emergency service providers (police, fire and emergency medical) shall always be allowed to use Deer Hollow Drive to provide emergency services to properties, residents, guests and others within the Project. Otherwise, Deer Hollow Drive shall be for the exclusive use by the owners, guests, and invitees within the Project; provided, however, that Deer Hollow Drive may be used by members of the general public in the event of (i) an evacuation necessary to protect human life, (ii) a natural disaster, or (iii) a major public safety event, in each case as determined by the Park City Fire Marshall, Park City Police Chief, Wasatch County Fire Chief or other public safety officer of similar rank in Park City or Wasatch County. Without broadening the uses provided for in the immediately preceding sentence, the parties acknowledge and agree that traffic congestion or

delays caused by weather, public or private events and gatherings, and other non-life endangering causes shall not be considered events of sufficient health and safety risk to justify or allow access to public traffic over Deer Hollow Drive.

6. Maintenance of Access Gates. The access gates on the east and west sides of the Project shall continue to be maintained and operated in accordance with the Settlement Agreement to prevent general public access through the Project between Highway 40 and Park City. DCMA shall maintain and operate the access gates, or shall cause the access gates to be maintained and operated, in accordance with the Settlement Agreement so as to prevent general public access through the Project between Highway 40 and Park City.

7. Failure to Maintain Access Gates. In the event that the City finds that the access gates on the east and west sides of the Project are not being maintained or operated in such manner so as to prevent general public access through the Project between Highway 40 and Park City, the City shall notify DCA and DCMA, in writing, of any such objectionable circumstance (each such circumstance, a "Gate Defect"), whereupon DCMA shall have sixty (60) calendar days to respond to each such notice and remedy the Gate Defect. In the event that a Gate Defect cannot reasonably be remedied within sixty (60) calendar days, DCMA will have such additional time as reasonably necessary to remedy the Gate Defect if it notifies the City of the manner in which the Gate Defect will be cured, and if appropriate corrective action is instituted within the initial sixty (60) calendar day period and is diligently pursued after the corrective action begins. In the event that the City continues to dispute the sufficiency of the maintenance and operation of the access gates after DCMA has taken the action it believes to be adequate to correct a Gate Defect, and the City and DCMA are unable to reach an agreement as to the appropriate action to be taken, such dispute shall be submitted for resolution in the Third Judicial District Court for State of Utah.

8. Reinstatement of Disconnect Requirement. In the event the failure to fully remedy a Gate Defect or other violation of the Settlement Agreement regulating access over Deer Hollow Drive and a court of competent jurisdiction determines that there has been an uncured default under the Settlement Agreement, the City may reinstate the Deer Hollow Drive disconnect requirement, and cause DCMA to construct, at its sole cost and expense, permanent gates, landscaping, boulders or other means to permanently disconnect Deer Hollow Drive and to render it unusable for travel between the east and west boundaries of the Project. The method and placement of the Deer Hollow Drive disconnect shall be determined by DCA and DCMA, but shall not impede the development of Slalom Village, and there shall be no requirement that the Primary Village Structure developed as part of Slalom Village be built to physically disconnect Deer Hollow Drive. In the event that the suspension of the disconnect requirement is terminated and the disconnect requirement is reinstated at some time in the future, a gated emergency bypass road that allows the passage of emergency and snow removal vehicles, as well as pedestrian and bicycle use, shall be constructed at the same time as the disconnect to create an emergency bypass around the constructed disconnect.

9. General Amendment of Settlement Agreement. Notwithstanding any specific reference, or lack thereof, in this Amendment, the Settlement Agreement is hereby amended to reflect the foregoing intent and agreement of the parties. Any provision of the Settlement

Agreement inconsistent with this Amendment is hereby terminated or amended to be consistent with this Amendment.

10. Specific Amendments. Without limiting the generality of the foregoing provisions, and subject to the conditions set forth above, the Settlement Agreement is hereby amended as follows:

10.1. Section 5.2.3.2 of the Settlement Agreement is hereby amended as follows:

> 5.2.3.2 Annexation Agreement. If Slalom Village is annexed into Park City, then the following conditions of development shall bind the parties: (a) the density of Slalom Village Area shall not exceed 83 multi-family units (maximum 2,400 sq. ft./unit) with support commercial space up to 5% of the gross square footage and appropriate amenities, four (4) single-family lots, and a 20,000 square foot ski academy, (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure at Slalom Village prior to the issuance of a certificate of occupancy for any portion of the Slalom Village Area, ~~(c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d~~and (c) the Property Owners shall irrevocably grant limited conservation easements to the ski run(s) and remaining areas, as so depicted in Exhibit "N." Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier. As more fully described in Section 5.2.2.1 above, Property Owners may transfer up to ten (10) single-family and/or multi-family units from the Slalom Village Area to Telemark Park Village outside the eastern perimeter controlled access gate, in exchange for an increase of up to ten (10) multi-family units being added to the Snow Park Hotel Site, upon Park City's consent. The final sentence of Section 5.2.3.3 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

10.2. Section 5.2.3.3 of the Settlement Agreement is hereby amended as follows:

> 5.2.3.3 Development Alternative to Slalom Village. In the event Property Owners elect not to construct the development described in Section 5.2.3 above, then Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. The twelve (12) lots shall be platted in Wasatch County and may be recorded within the Slalom Village development envelope with limits of

disturbance established by Wasatch County and as generally depicted in Exhibit "S." The Park City staff and City Council have reviewed Exhibit "S," and found said exhibit to be generally acceptable as to density, use and configuration. The twelve (12) single-family lots are in addition to the four (4) lots shown on Exhibits "C" and "F" and the 20,000 square foot Ski Academy. Property Owners shall have the right to develop the 12 single-family lot subdivision and the 20,000 square foot Ski Academy as a Wasatch County development. ~~In the event Property Owners elect to develop the twelve (12) single-family lot subdivision, then Property Owners shall realign and construct Keetley Road as depicted on Exhibit "S," wherein Slalom Village becomes a cul-de-sac that is not accessible from the eastern portion of Keetley Road except via St. Louis Drive.~~

10.3. Section 5.2.3.4 of the Settlement Agreement is hereby deleted in its entirety as follows:

~~5.2.3.4 Disconnection of Keetley Road at Slalom Village Location. A permanent physical disconnection of Keetley Road shall occur at the Slalom Village Area location, which disconnection shall be accomplished as follows: (a) Upon the platting of lots in the Little Baldy neighborhood or upper St. Louis neighborhood, Property Owners shall disconnect, either by steel gates and/or boulders and natural vegetation, Keetley Road so as to prevent vehicular through traffic in the Slalom Village Area; and (b) disconnection shall be permanent at the Slalom Village location upon the construction of the Primary Village Structure at Slalom Village (the footprint of which shall partially be within the historic configuration of Keetley Road right-of-way, such that the right-of-way is completely obstructed) or the construction of the cul-de-sac configuration described in Section 5.2.3.3. Upon the permanent physical disconnection, there shall be no reconnection of Keetley Road at the Slalom Village location. Nothing herein shall preclude the parking and internal circulation at the Primary Village Structure as described in Section 5.2.3.7.~~

10.4. Section 5.2.3.8 of the Settlement Agreement is hereby amended as follows:

5.2.3.8 Vehicular Access to Slalom Village. Access to Slalom Village area shall be via Keetley Road from the western and eastern perimeter controlled access gates~~, except as limited by Section 5.2.3.4 above. However, parking and internal circulation within Slalom Village shall discourage the use of Keetley Road as a means of vehicular travel from U.S. Highway 40 to Park City. An emergency/utility road, as described in paragraph 5.3.7.3~~

~~below, shall bypass Slalom Village connecting the easterly and westerly sections of the disconnected Keetley Road, and shall be crash gated to prevent vehicular through traffic by the general public, except as limited by Section 5.2.3.4 above.~~

10.5. Section 5.2.3.10 of the Settlement Agreement is hereby amended as follows:

5.2.3.10 Slalom Village Parking. Property Owners may construct no more parking stalls underneath the Slalom Village multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s). ~~The parking structure at Primary Village Structure may be accessible from Park City so long as the connection between the parking levels is designed to Park City's reasonable satisfaction in such a manner that sufficiently discourages the tendency to use the Keetley Road as a means of vehicular travel from U.S. 40 to Park City. It is contemplated that such will be accomplished by the construction of a multi-level structure with vertical separation between the east and west parking entrances, and an internal ramping and gate system.~~ No more than 25 vehicular parking spaces shall be constructed at the Ski Academy. Shuttle service to and from the Ski Academy and/or Slalom Village Area shall be provided by all reasonable means in order to discourage the use of individual vehicular forms of transportation.

10.6. Section 5.3.7 of the Settlement Agreement is hereby deleted in its entirety as follows:

~~5.3.7 Construction and Conveyance of Slalom Village Emergency Utility Road. Prior to completion of the foundation for the primary Slalom Village multi-family structure, the Property Owners shall construct (at their cost and expense) and convey to Park City, in fee simple, title in the Slalom Village Emergency Utility Road designated on the Development Plan as running in a northwest/southeast direction just northeast of the Slalom Village Area. Said deed shall take the form of Exhibit "X."~~

11. Settlement Agreement Remains in Effect. This Amendment shall be considered supplemental to the Settlement Agreement. Except as expressly amended by the foregoing, the Settlement Agreement shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by this Amendment.

12. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, this THIRD AMENDMENT TO SETTLEMENT AGREEMENT is entered into as of the date first set forth above.

DCA:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: Grand Harvest Ventures, LLC, its Managing Member

By: Its Member, Dynamic Holdings Corporation

By: _____
Dominic Leung, Treasurer

STATE OF TEXAS)
:ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 18th day of OCT., 2017 by Dominic Leung, Treasurer of Dynamic Holdings Corporation, the Member of Grand Harvest Ventures, LLC, the Managing Member of Deer Crest Associates I, L.C.

K. RICHTER NOTARY PUBLIC STATE OF TEXAS EXPIRES 1-29-2018

_____
Notary Public
Residing at: Houston TX
My Commission Expires: 1-29-18

DCMA:

DEER CREST MASTER ASSOCIATION, INC.,
a Utah non-profit corporation

By: W. J Tz
Name: W. James Tozer, Jr
Its: President

STATE OF Utah)
:ss
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 25 day of October, 2017 by W. James Tozer, Jr, the President of Deer Crest Master Association, Inc., a Utah non-profit corporation

IRINA VOITEHOVICH
Notary Public, State of Utah
Commission # 688778
My Commission Expires On
May 02, 2020

Notary Public
Residing at: SLC, UT
My Commission Expires: May 02, 2020

CITY:

PARK CITY MUNICIPAL CORPORATION, a
political subdivision of the State of Utah

By: Jack Thomas
Name: Jack Thomas
Its: Mayor

ATTEST:

City Recorder, deputy

APPROVED AS TO FORM:

City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

EXHIBIT A

Legal Description of Deer Hollow Road

Commencing at the southwest corner of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian, thence South 89°19'56" East 2955.35 feet coincident with the south line of said Section 14; Thence North 00°40'04" East 671.43 feet to the northwest corner of Deer Hollow Road as platted by the Amended Plat Deer Crest Estates Subdivision Phase II, recorded as Entry 220132, in Book 446, at Pages 138-217 of the Wasatch County Records ("DCE Phase II Plat") and a point on the arc of a 1029.16 foot radius curve and the TRUE POINT OF BEGINNING; Thence Northwesterly 5.12 feet along the arc of said 1029.16 foot radius curve to the right (center bears North 18°03'11" East) through a central angle of 00°17'06" to a point of tangency; Thence North 71°39'43" West 279.65 feet to a point of curvature; Thence westerly 181.25 feet along the arc of a 1025.00 foot radius curve to the right (center bears North 18°20'17" East) through a central angle of 10°07'54" to a point on the southerly boundary of the "Weilenmann, Etal" parcel; Thence continuing westerly 7.54 feet along the arc of said 1025.00 foot radius curve to the right (center bears North 28°28'11" East) through a central angle of 00°25'18" to a point of tangency; Thence North 61°06'31" West 389.74 feet to a point of curvature; Thence westerly 117.11 feet along the arc of a 975.00 foot radius curve to the left (center bears South 28°53'29" West) through a central angle of 06°52'54" to a point of tangency; Thence North 67°59'26" West 41.19 feet to a point on the westerly boundary of said Weilenmann parcel; Thence continuing North 67°59'26" West 118.21 feet to a point of curvature; Thence westerly 86.38 feet along the arc of a 525.00 foot radius curve to the right (center bears
North 22°00'34" East) through a central angle of 09°25'38" to a point of tangency; Thence North 58°33'48" West 230.24 feet to a point of curvature; Thence westerly 39.75 feet along the arc of a 125.00 foot radius curve to the left (center bears South 31°26'11" West) through a central angle of 18°13'09" to a point of tangency; Thence North 76°46'58" West 48.93 feet to a point of curvature; Thence westerly 120.22 feet along the arc of a 425.00 foot radius curve to the right (center bears North 13°13'02" East) through a central angle of 16°12'25" to a point of tangency; Thence North 60°34'33" West 63.18 feet to a point of curvature; Thence westerly 132.42 feet along the arc of a 175.00 foot radius curve to the left (center bears South 29°25'27" West) through a central angle of 43°21'22" to a point of tangency; Thence South 76°04'05" West 161.41 feet to a point of curvature; Thence westerly 58.37 feet along the arc of a 240.50 foot radius curve to the right (center bears North 13°55'55" West) through a central angle of 13°54'23" to a point of tangency; Thence South 89°58'28" West 241.73 feet to a point of curvature; Thence westerly 107.76 feet along the arc of a 385.00 foot radius curve to the right (center bears North 00°01'32" West) through a central angle of 16°20'11" to a point of tangency; Thence North 73°59'21" West 99.31 feet to a point of curvature; Thence westerly 131.04 feet along the arc of a 355.00 foot radius curve to the left (center bears South 16°00'39" West) through a central angle of 21°08'56" to a point of tangency; Thence South 84°51'43" West 63.55 feet to a point on the easterly boundary of the Deer Hollow Village Subdivision, recorded as Entry 209722, in Book 408, at Pages 256-275 of the Wasatch County Records ("DHV Plat"); Thence

North 08°00'00" West 50.06 feet coincident with said easterly subdivision line; Thence North 84°51'43" East 66.05 feet to a point of curvature; Thence easterly 149.49 feet along the arc of a 405.00 foot radius curve to the right (center bears South 05°08'17" East) through a central angle of 21°08'56" to a point of tangency; Thence South 73°59'21" East 99.31 feet to a point of curvature; Thence easterly 93.76 feet along the arc of a 335.00 foot radius curve to the left (center bears North 16°00'39" East) through a central angle of 16°02'11" to a point of tangency; Thence North 89°58'28" East 241.73 feet to a point of curvature; Thence easterly 46.24 feet along the arc of a 190.50 foot radius curve to the left (center bears North 00°01'32" West) through a central angle of 13°54'23" to a point of tangency; Thence North 76°04'05" East 161.41 feet to a point of curvature; Thence southeasterly 170.26 feet along the arc of a 225.00 foot radius curve to the right (center bears South 13°55'55" East) through a central angle of 43°21'22" to a point of tangency; Thence South 60°34'33" East 63.18 feet to a point of curvature; Thence easterly 106.07 feet along the arc of a 375.00 foot radius curve to the left (center bears North 29°25'27" East) through a central angle of 16°12'25" to a point of tangency; Thence South 76°46'58" East 48.93 feet to a point of curvature; Thence southeasterly 55.65 feet along the arc of a 175.00 foot radius curve to the right (center bears South 13°13'02" West) through a central angle of 18°13'09" to a point of tangency; Thence South 58°33'48" East 230.24 feet to a point of curvature; Thence southeasterly 78.15 feet along the arc of a 475.00 foot radius curve to the left (center bears North 31°26'12" East) through a central angle of 09°25'38" to a point of tangency; Thence South 67°59'26" East 92.24 feet to a point on the westerly line of said Weilenmann parcel; Thence continuing South 67°59'26" East 67.15 feet to a point of curvature; Thence southeasterly 123.11 feet along the arc of a 1025.00 foot radius curve to the right (center bears South 22°00'35" West) through a central angle of 06°52'54" to a point of tangency; Thence South 61°06'32" East 389.74 feet to a point of curvature; Thence southeasterly 111.43 feet along the arc of a 975.00 foot radius curve to the left (center bears North 28°53'29" East) through a central angle of 06°32'54" to the common boundary line of said Weilenmann parcel and the Deer Pointe, L.L.C. parcel a.k.a. "Land Der Berg parcel"; Thence continuing southeasterly 68.15 feet along the arc of a 975.00 foot radius curve to the left (center bears North 22°20'34" East) through a central angle of 04°00'17" to a point of tangency; Thence South 71°39'43" East 151.75 feet to the easterly boundary of said Deer Pointe L.L.C. parcel; Thence continuing South 71°39'43" East 127.91 feet to a point on the westerly boundary of Amended Plat, Deer Crest Estates Phase II, recorded as Entry 220132, in Book 446, at Pages 138-217 of the Wasatch County Records; Thence South 12°29'17" West 50.25 feet coincident with said westerly subdivision boundary to the point of beginning.

TOGETHER WITH: those portions of Deer Hollow Drive, also sometimes referred to as "Deer Hollow Road", as shown on the DCE Phase II Plat, the DHV Plat, and the Deer Crest Village 2 subdivision plat, recorded as Entry No. 248308, in Book 575, at Page 410 of the Wasatch County Records.

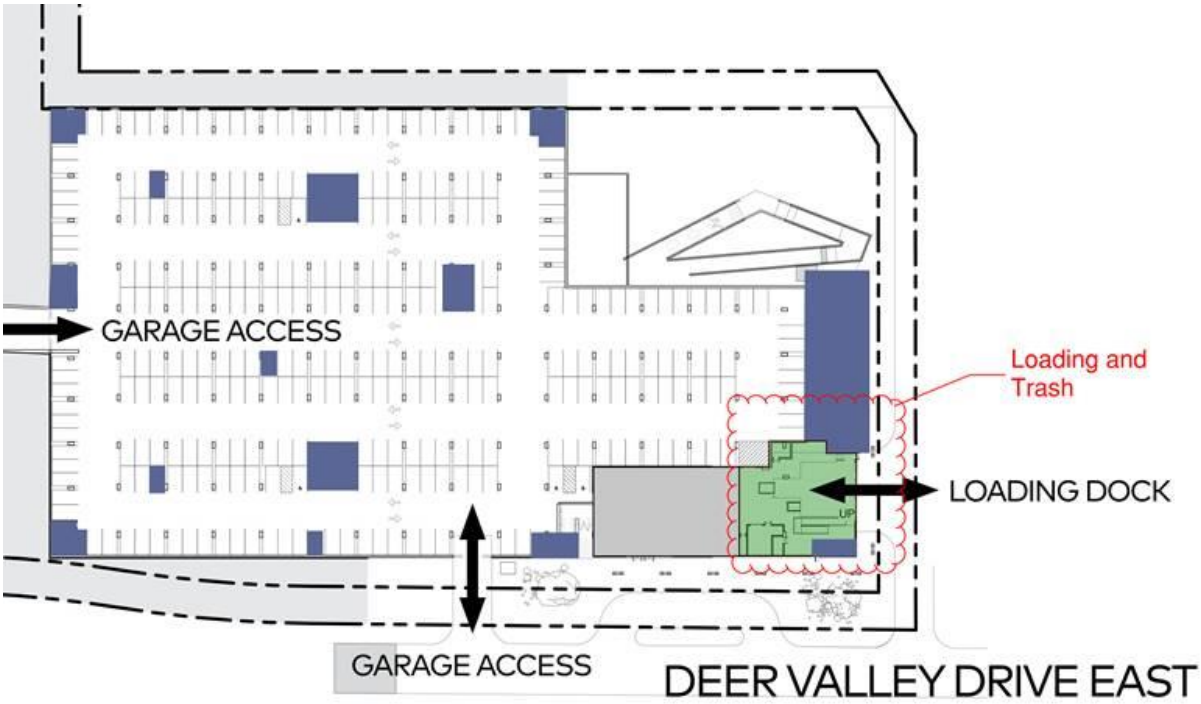
I am the owner of [REDACTED]
While I am supportive of the project I do have a concern regarding the loading and trash area at the north end of the project.

Below are two snap shots from the August 08, 2024 submittal:

- I believe this area is intended to serve for both loading/unloading and trash pickup.
- With the floor to ceiling heights shown there will not be enough head height for box trucks or trash trucks to be able to pull into the parking garage.
- Therefore all of this activity will need to be done in the open.
- This will be a situation not unlike the back of any big box store with regards to truck parking/idling, noise from air brakes the dumping of the trash bins, smells from truck diesel exhaust and trash along with the visual impact of all of the before mentioned.
- This will be the first view of the project as you approach from the north along Deer Valley Drive East.
- It will also negatively impact all of the activities that take place all day long in the meadow / ponds and surrounding trails.

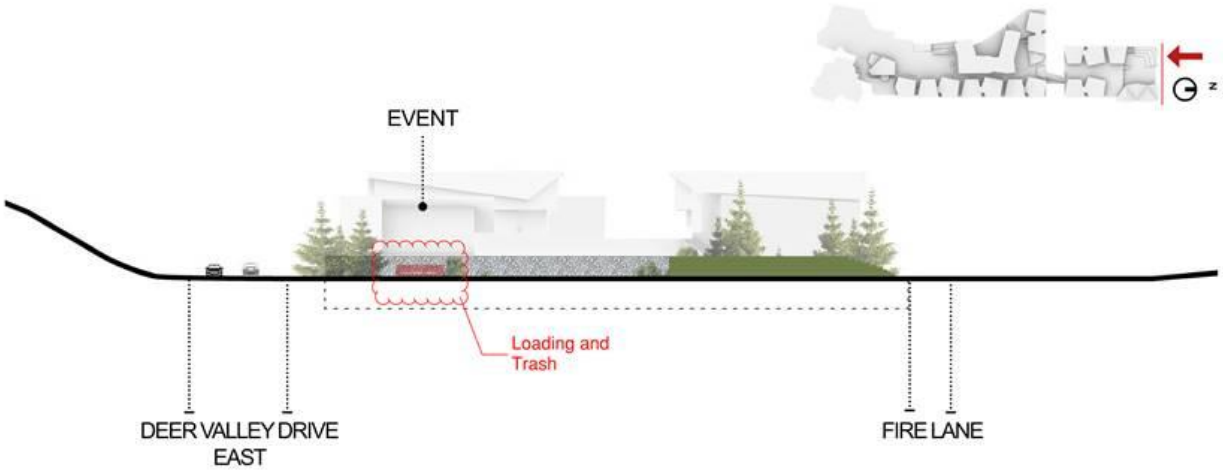
As I mentioned I am generally supportive of the project but there clearly needs to be more thought put into the north edge.
As it currently stands it seems that the north edge is being treated as the “Back of Store” and not the prominent edge that it will be to residents and visitors alike.

I would be happy to discuss Cell [REDACTED]
Thanks,
K



Building Elevation_North

Architectural buildings represent conceptual test fit massing to establish preliminary uses, circulation and parking requirements



Kevin Crook | President

Kevin L. Crook
Architect
Inc
PLANNING + ARCHITECTURE