



**PLANNING DEPARTMENT ADMINISTRATIVE PUBLIC HEARING
SUMMIT COUNTY, UTAH
December 19, 2024**

The Planning Department of Park City, Utah, will hold a Public Hearing in person at the Marsac Municipal Building, Planning Department Conference Room, 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/88167820277>

1. REGULAR AGENDA - 12:00PM

- 1.A. **2900 Deer Valley Drive – Administrative Conditional Use Permit** – The Applicant Proposes to Construct a 40-foot x 60-foot Snow Load Structure Tent to be used as a Temporary Reception Venue During the Annual Brand Storytelling Event Hosted by The Lodges at Deer Valley, January 22-25, 2025 in the Residential Development Zoning District. PL-24-06344.
(A) Public Hearing; (B) Action
- 1.B. **8909 Moonshadow Court – Administrative Conditional Use Permit** – The Applicant Requests Approval of an ACUP for Construction of a Single-Family Dwelling, Unit G, of the Moonshadow Condominiums, as Required by the First Amended and Restated Moonshadow Condominiums Plat in the Residential Development Zoning District. PL-24-06343.
(A) Public Hearing; (B) Action

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.**

Planning Department Staff Report



Subject: 2900 Deer Valley Drive
Application: PL-24-06344
Author: Virgil Lund, Planner II
Date: December 19, 2024
Type of Item: Administrative Conditional Use Permit

Recommendation

(I) Review the proposed plan to install a temporary tent for a private event, (II) conduct a public hearing, and (III) consider approving the Administrative Conditional Use Permit based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant: Brand Storytelling; Applicant Representative: Rick Parkhill
Location: 2900 Deer Valley Drive
Zoning District: Residential Development
Adjacent Land Uses: Residential, Resort, Open Space
Reason for Review: The Planning Director or designee reviews and takes Final Action on Conditional Use Permits.¹

ACUP Administrative Conditional Use Permit
LMC Land Management Code
RD Residential Development

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

Summary

The Applicant, The Lodges at Deer Valley (The Lodges), proposes installing a 40-foot by 60-foot (2,400 square feet) temporary tent for a reception venue during the 2025 Brand Storytelling event. The tent will be installed in a private plaza area January 22-25, 2025. Temporary tents/structures/improvements are conditional uses in the RD Zoning District and require an Administrative Conditional Use Permit (ACUP).²

Background

The Lodges is located at 2900 Deer Valley Drive East in the Residential Development (RD) Zoning District proximate to Deer Valley Resort. Since 2016, The Lodges has

¹ LMC [§ 15-1-8](#)

² LMC [§ 15-2.13-2\(B\)\(30\)](#)

hosted the Brand Storytelling event. The Applicant received Planning Department approvals in 2020, 2022, 2023, and 2024, to install a temporary tent of the same size and dimensions to be used as a reception area for the main event.

Analysis

See Final Action Letter (Exhibit A).

The Development Review Committee reviewed the proposal on December 3, 2024, and confirmed the proposal conforms with their requirements.³

Department Review

The Planning Department 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 December 9, 2024. Staff mailed courtesy notice to adjacent property owners on December 9, 2024.⁴

Public Input

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

Alternatives

- The Planning Director, or designee, may approve the ACUP
- The Planning Director, or designee may deny the ACUP and direct staff to make Findings for the denial; or
- The Planning Director, or designee may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Final Action Letter

Exhibit B: Lodges at Deer Valley HOA Approval Letter

Exhibit C: Proposed Plans

³ 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).

⁴ LMC [§ 15-1-21](#)



Planning Department

December 19, 2024

Rick Parkhill
2900 Deer Valley Dr

CC: Brand Storytelling

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address: 2900 Deer Valley Drive

Zoning District: Residential Development

Application: Administrative Conditional Use Permit

Project Number: PL-24-06344

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: December 19, 2024

Project Summary: The Lodges at Deer Valley (The Lodges) proposes installing a 40-foot by 60-foot (2,400 square feet) temporary tent for a reception venue during the 2025 Brand Storytelling event. The tent will be installed in a private plaza area January 22-25, 2025.

Action Taken

On December 19, 2024, the Planning Director designee conducted a public hearing and approved the temporary tent according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The Applicant, The Lodges at Deer Valley (The Lodges), proposes installing a 40-foot by 60-foot (2,400 square feet) temporary tent for a reception venue during the 2025 Brand Storytelling event. The tent will be installed in a private plaza area while the event runs January 22-25, 2025.
2. The Lodges is located at 2900 Deer Valley Drive East in the Residential Development (RD) Zoning District proximate to Deer Valley Resort. Since 2016, the Lodges has hosted the Brand Storytelling event.



Planning Department

3. The Applicant received Planning Department approvals in 2020, 2022, 2023, and 2024 to install a temporary tent of the same size and dimensions to be used as a reception area for the main event.
4. Temporary tents/structures/improvements are conditional uses in the RD Zoning District and require an Administrative Conditional Use Permit (ACUP).
5. The temporary tent is 40 feet by 60 feet, or 2,400 square feet.
6. With the approval of the ACUP, the proposal to install a temporary tent complies with the RD Zoning District requirements in Land Management Code (LMC) Chapter 15-2.13.
 - a. Temporary tents require an ACUP in the RD Zone.
 - b. Front Setback: 10 Feet
 - i. The temporary tent is located greater than 150 feet from the front Lot line.
 - c. Side Setbacks: 12 Feet
 - i. The temporary tent is located 40 feet from the south side Lot line and greater than 150 feet from the north side Lot line.
 - d. Rear Setbacks: 15 Feet
 - i. The temporary tent is located greater than 150 feet from the rear Lot line.
 - e. Building Height: 28 feet from Existing Grade
 - i. The temporary tent will be a maximum of 20 feet tall, from the existing concrete patio.
 - f. Outdoor Events and Music requirements found in LMC § 15-2.13-8
 - i. Notification of Adjacent Property Owners
 1. Staff mailed courtesy notice to adjacent property owners on December 9, 2024
 - ii. No violation of the City Noise Ordinance, Title 6
 1. See Condition of Approval 3.
 - iii. Impacts on adjacent Residential Uses
 1. The temporary tent will be located within the existing plaza at the Lodges at Deer Valley and will not impact adjacent Residential Uses.
 - iv. Proposed plans for music, lighting, Structures, electrical, signs, etc.
 1. See Condition of Approval 3. No lighting, signs, or changes to exterior lighting are proposed.
 - v. Parking demand and impacts on neighboring Properties



Planning Department

1. See Condition of Approval 4.
- vi. Duration and hours of operation.
 1. The temporary tent will be installed January 21, 2025 and will be removed by January 26, 2025.
- vii. Impacts on emergency Access and circulation
 1. The Development Review Committee reviewed proposal and confirms it conforms with their requirements.
7. The event is held at the Lodges at Deer Valley which is near Deer Valley Resort.
8. Tents are considered a Temporary Structure under the International Fire Code; the tent will require a Fire Permit to be submitted with the Building Department
9. The Proposal, as conditioned, meets the standards of LMC § 15-4-16 Temporary Structures, Tents, and Vendors.
 - a. **The Applicant shall provide written notice of the Property Owner's permission.**
 - i. Complies – The Lodges at Deer Valley HOA provided written approval.
 - b. **The proposed Use shall not diminish existing parking. Any net loss of parking shall be mitigated in the Applicant's plan.**
 - i. Complies – The temporary tent will not impede any existing on-site parking due to the location of installation – a private, interior plaza. The event manager plans up to 200 attendees per day. All attendees are invite-only and will stay at the Lodges or nearby properties. Deer Valley will assist with shuttling to The Lodges for any attendees staying off-site.
 - c. **The Use shall not violate the Noise Ordinance, Municipal Code Chapter 6-3.**
 - i. See Condition of Approval 3.
 - d. **The Use shall comply with the LMC, the signage shall comply with the Sign Code, Title 12, and the lighting shall comply with LMC Section 15-5-5(J).**
 - i. Complies – The proposal does not include temporary signs or outdoor lighting.
10. The Planning Department shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards.



Planning Department

11. The Planning Department may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards.
12. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).
 - a. **Size and Location of the Site** – The site is developed and used as a Condominium Hotel. The Applicant proposes no permanent physical changes to the site.
 - b. **Traffic** - The tent is located within a private plaza area, internal to the site, and will not impact traffic flow on any public Rights-of-Way. The event manager plans up to 200 attendees per day. All attendees are invite-only and will stay at the Lodges or nearby properties. Deer Valley will assist with shuttling to The Lodges for any attendees staying off-site. Programming starts at 10:00 AM and finishes at 7:00 PM. Attendees will not arrive at the same time.
 - c. **Utility Capacity** – On December 3, 2024, the Development Review Committee reviewed the proposal and did not not identify impacts to utility capacity.
 - d. **Emergency Vehicle Access** – The Park City Fire District reviewed the proposed temporary tent and requires a fire permit to be submitted with the Building Department prior to tent installation and an inspection prior to the event.
 - e. **Off-Street Parking** – Because the majority of event attendees will stay at The Lodges, additional parking demand is not anticipated. Those attendees staying at nearby properties will arrive by shuttles run by Deer Valley. See Condition of Approval 4.
 - f. **Internal Vehicular and Pedestrian Circulation** – The temporary tent will not impact vehicle circulation, and pedestrians can access the site's existing Structures surrounding the tent.
 - g. **Fencing, Screening, and Landscaping** – The tent is temporary and will be screened by the site's existing Structures. No changes to the landscaping are proposed or approved.
 - h. **Building Mass, Bulk, and Orientation** – The temporary tent is 40 feet by 60 feet or 2,400 square feet, and fits within the existing plaza without impacting the pedestrian circulation.



Planning Department

- i. **Useable Open Space** – The temporary tent will not impact any public Open Space.
 - j. **Signs and Lighting** – The Applicant does not propose temporary or permanent signs or outdoor lighting.
 - k. **Physical Design and Compatibility with Surrounding Structures** – The proposed temporary tent will be located within the existing plaza in an appropriate location for participants of the event to access.
 - l. **Noise, Vibration, Odors, Steam, or Other Mechanical Factors** – See Condition of Approval 3. The site will not emit vibration, odors, steam, or other mechanical elements installed.
 - m. **Control of Delivery and Service Vehicles, Loading and Unloading Zones, and the Screening of Trash and Recycling Pickup Areas** – The temporary tent will not block delivery or service vehicle loading zones. The site has established trash and recycling locations. The temporary tent does not make any changes to the site's established services.
 - n. **Expected Ownership and Management** – The installation of the temporary tent is overseen by Rick Parkhill of Brand Storytelling the Lodges at Deer Valley has provided a letter supporting the event and signed the ACUP Application.
 - o. **Within and Adjoining Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, Park City Soils Ordinance, and Steep Slopes** – Not applicable. The temporary tent will be located on a hard-scaped patio and will not affect any environmentally sensitive lands.
 - p. **Reviewed for Consistency with the Goals and Objectives of the Park City General Plan** – The Use is consistent with the Sense of Community Goal 10, to create a world-class, multi-seasonal destination resort community.
13. On December 3, 2024, the Development Review Committee reviewed the proposal and confirmed the proposal conforms with their requirements.
14. Staff published notice on the City's website, City Hall, and the property on December 9, 2024. Staff mailed courtesy notice to adjacent property owners on December 9, 2024.

Conclusions of Law

1. The Application, as conditioned, is consistent with LMC Chapter 15-2.13 Residential Development (RD) District, LMC § 15-1-10(E) Conditional Use Review Process, and LMC § 15-4-16 Temporary Structures, Tents, and Vendors.



Planning Department

2. The proposed Use, as conditioned, will be compatible with the surrounding Structures in Use, scale, Mass, and Circulation.
3. The effects of any difference in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. Final plans shall reflect substantial compliance with the plans reviewed on December 19, 2024, by the Planning Department. Any changes, modifications, or deviations from the approved design that have not been approved in advance by the Planning Department may result in denial of a final Fire Permit.
2. The Applicant shall notify the Planning Department, in writing, prior to making any changes to these plans.
3. Speakers and general event noise shall comply with the City Noise Ordinance, Municipal Code of Park City Chapter 6-3.
4. The event manager shall ensure that all attendees staying at neighboring properties to The Lodges prioritize utilizing the shuttles provided by Deer Valley or encourage walking to ensure parking is reserved for guests of The Lodges.
5. The tent shall be installed no earlier than January 21, 2025, and shall be removed by January 26, 2025.
6. The Applicant shall submit a Fire Permit with the Building Department prior to installation of the temporary tent.

If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.org

Sincerely,

Elissa Martin
Planning Director designee

CC: Virgil Lund



Cherie Wellmon
J.J. Trussell
Park City Municipal Corporation-Planner
445 Marsac Avenue, P.O. Box 1480
Park City, Utah 84060
435-615-5068

This letter will serve as confirmation that the Lodges at Deer Valley Homeowners Association (HOA) has been notified of the following event:

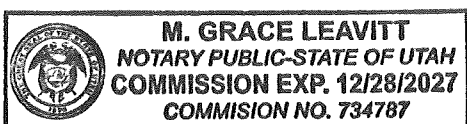
The Brand Storytelling event being held at The Lodges at Deer Valley, 2900 Deer Valley Drive East, Park City, UT 84060 on January 21-25, 2025, requiring a courtyard tent (Admin CUP Permit Application number PL-) January 21-24, 2025.

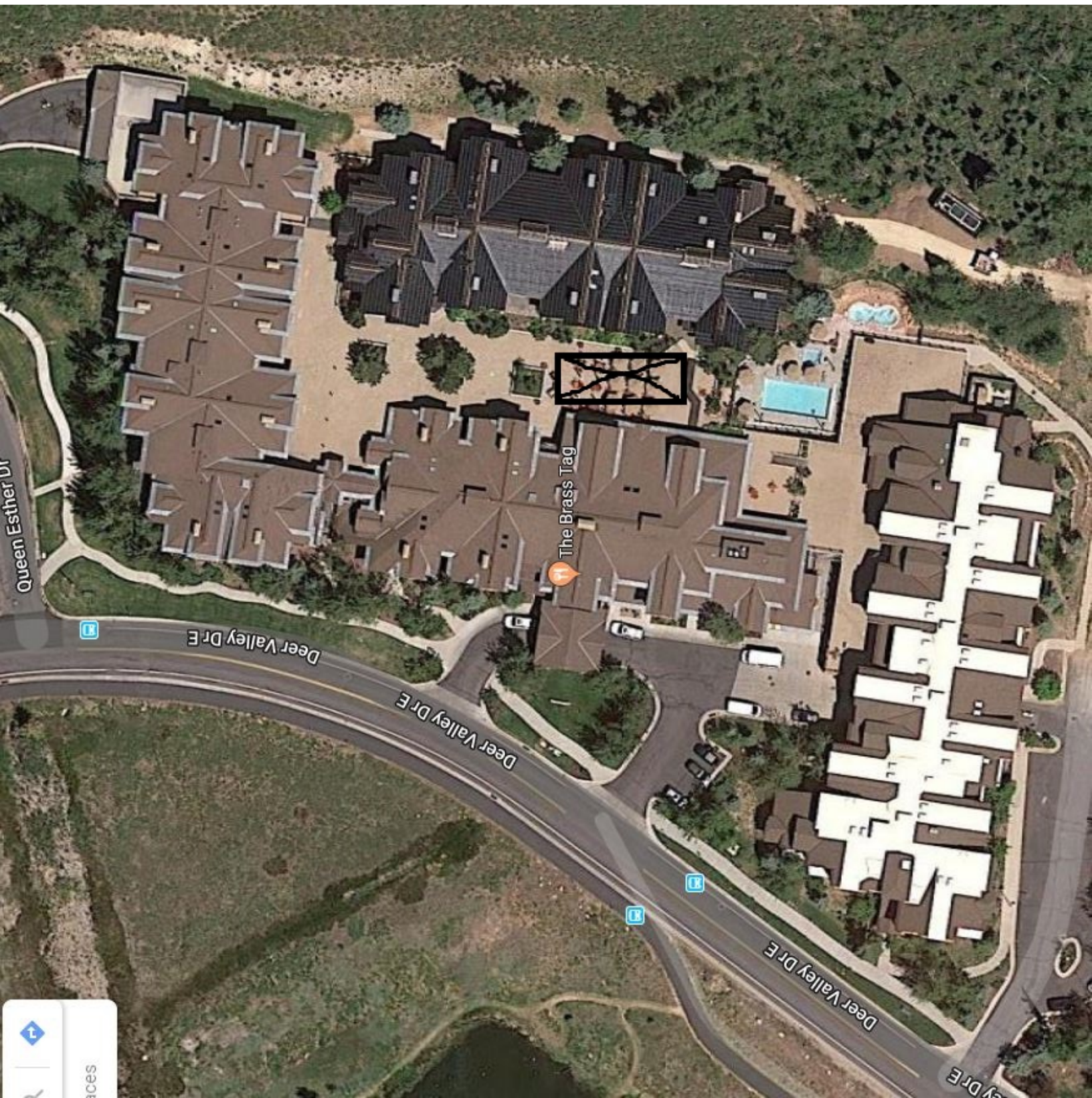
Sincerely,

Jay Bankson
General Manager, The Lodge at Deer Valley
Office Phone Number: 435-615-2602

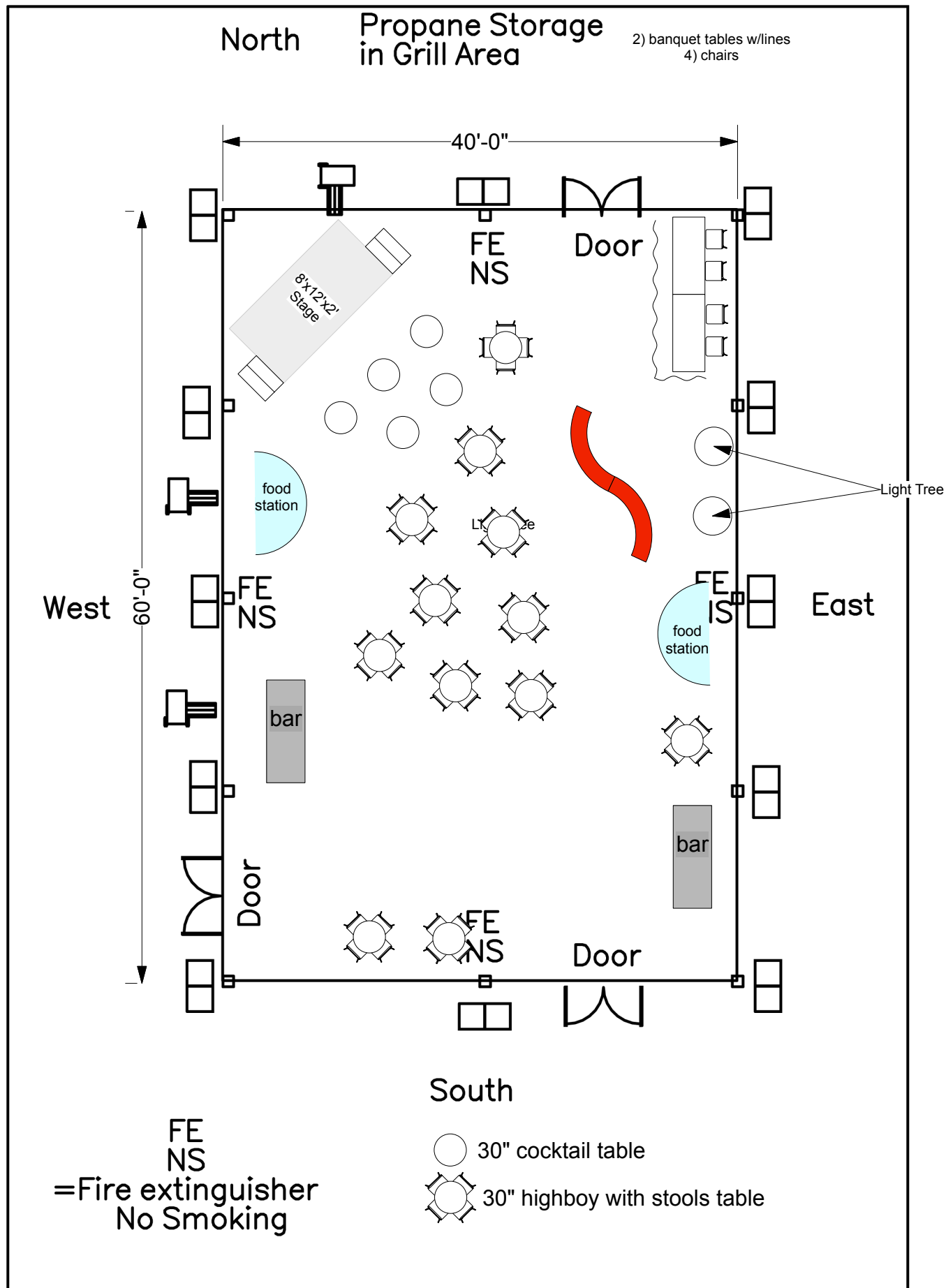
Jay B

STATE OF UTAH
COUNTY OF Summit
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 22nd DAY OF November 2024
M. Grace Leavitt
NOTARY PUBLIC









Planning Department Staff Report



Subject: 8909 Moonshadow Court, Unit G
Application: PL-24-06343
Author: Virgil Lund, Planner II
Date: December 19, 2024
Type of Item: Administrative Conditional Use Permit

Recommendation

(I) Review the proposed Single-Family Dwelling on a Vacant Lot in the Moonshadow Condominiums, (II) conduct a public hearing, and (III) consider approving the ACUP based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant: Snow Country Lodging, LLC; Applicant Representative: Greg Harvey

Location: 8909 Moonshadow Ct, Unit G

Zoning District: Residential Development (RD)
Recreation Open Space (ROS)

Adjacent Land Uses: Recreation Open Space, Multi-Unit Dwellings

Reason for Review: The First Amended and Restated Moonshadow Condominiums Plat Note #3 requires an Administrative Conditional Use Permit (ACUP) prior to Building Permit issuance.¹

ACUP	Administrative Conditional Use Permit
LMC	Land Management Code
PUD	Planned Unit Development
RD	Residential Development
ROS	Recreation Open Space
SFD	Single-Family Dwelling
SBWRD	Snyderville Basin Water Reclamation District
SLO	Sensitive Lands Overlay
VEP MPD	Village at Empire Pass Master Planned Development

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

¹ Summit County Recorder No. 1223761, Plat Note #3

Summary

The Applicant requests approval of an ACUP for construction of a Single-Family Dwelling (SFD) on a 0.24-acre Lot (Unit G) at the Moonshadow Condominiums. An ACUP is required prior to building permit issuance for the SFD, pursuant to Plat Note 3 of the Amended and Restated Moonshadow Condominiums Plat (Exhibit C). On May 26, 2022, the Planning Director approved an ACUP for a new SFD for Unit G. Condition of Approval #3 from the Final Action Letter states: "This approval will expire one (1) year from the date of Planning Director approval unless the Applicant has commenced on the project and a Building Permit is issued" (Exhibit B).

During the construction for the other Single-Family Dwelling Units within the Moonshadow Condominium Development, the Applicant used the Lot at Unit G for construction staging, and a Building Permit was never issued. On May 22, 2023, the ACUP approval for a SFD at Unit G expired. The Applicant submitted a complete ACUP application for an ACUP at Unit G on November 20, 2024.

Background

The property is zoned Residential Development (RD) and Recreation Open Space (ROS) and is within the Flagstaff Annexation Area, governed by the Flagstaff Development Agreement and the Village at Empire Pass Master Planned Development (VEP MPD).

The Moonshadow Condominiums (Exhibit C) contain eight (8) PUD-style units. The 2007 Amended Flagstaff Development Agreement describes PUD-style units as "clustered, detached, single-family or duplex units with common open space and coordinated architecture."

On June 15, 2017, the City Council adopted Ordinance No. [2017-30](#) approving the Village at Empire Pass North Subdivision Plat. The Ordinance created three (3) Lots intended for future development. The subject property is within Lot 1 of the recorded Plat.

On October 23, 2018, the City Council adopted Ordinance No. [2018-54](#), approving the Moonshadow Condominiums Plat on Lot 1 of the Village at Empire Pass North Subdivision. Condition of Approval No. 7 requires each of the eight dwelling units to obtain an ACUP prior to building permit issuance. Plat Note 3 reflects this Condition of Approval and outlines the requirements for obtaining an ACUP.

The property is subject to the 2007 Amended Flagstaff Development Agreement (Amended Agreement) (Exhibit D), Village at Empire Pass MPD (Exhibit E), the Village at Empire Pass North Subdivision Plat (Exhibit F) and the First Amended and Restated Moonshadow Condominium Plat.

Unit G has more than four sides. Side Setbacks are identified on either side of the Front Setback. The additional sides may be specified as a Side Setback or Rear Setback by the

Planning Director.² On May 9, 2022, the Planning Director determined that the Unit has four (4) side Setbacks, one (1) front Setback, and one (1) rear Setback (Exhibit G).

Analysis

(I) The proposal, as conditioned, complies with Ordinance No. 2017-30 and the Village at Empire Pass North Subdivision Plat.

Ordinance No. 2017-30, approving the Village at Empire Pass North Subdivision, stipulates requirements and obligations for development of Lot 1:

The ROS zoning line shall be indicated on plans submitted with the Conditional Use Permit application. Additionally, all construction of Units on Lot 1 shall be restricted to the RD zoned portion (Ordinance COA No. 23; Plat note No. 8). The First Amended and Restated Moonshadow Condominium Plat indicates the ROS boundary with respect to the platted condominium Units and the Applicant's submitted plans (Exhibit H) indicate the proposed SFD and all related construction are outside the ROS boundary and within the RD Zoning District.

Condition of Approval 8: All construction shall be restricted to the RD zoned portion of Lot 1 of the Village at Empire Pass North Subdivision. Construction disturbances within the ROS portions of the Flagstaff Annexation area are subject to the Development Agreement and associated Technical Reports.

All Conditions of Approval of the Flagstaff Mountain Development Agreement continue to apply.

(II) The proposal, as conditioned, complies with Ordinance No. 2018-54 and the First Amended and Restated Moonshadow Condominiums Plat

Ordinance No. [2018-54](#) outlines specific Conditions of Approval for each SFD in the Moonshadow Condominiums.

1. A declaration of condominium and a supplemental condominium plat for each unit to be constructed is required and shall be approved by Park City and recorded with Summit County prior to issuance of a certificate of occupancy (Ordinance COA No. 9; Plat note No. 4)
 - a. **Condition of Approval 9:** The Applicant shall record a declaration of condominium and a supplemental condominium plat with Summit County prior to issuance of a certificate of occupancy. Supplemental condominium plats may be combined. The property owner shall record the supplemental condominium plat at such time as the Owner's dwelling is designed, to memorialize and document the conditions of the constructed Single-Family Dwelling and to identify Common Area and Limited Common Area for the unit. Upon the completion of a Dwelling on the land underlying a

² LMC [§ 15-4-17](#)

Unit, there shall be Limited Common Areas and Facilities surrounding each Unit that extends 30 feet from the rear boundary of each Unit and ten feet (10') on the sides and front boundary of each Unit. This is the "Buffer Area".

2. Construction mitigation plan, including truck routing shall be submitted with each ACUP Application (Ordinance COA No. 10).
 - a. **Complies:** See Exhibit F, P. 7 & 10
3. Final grading and utility plan, including storm water and drainage plans shall be submitted with each ACUP application (Ordinance COA No. 11).
 - a. **Complies:** See Exhibit F, P. 6
4. Building designs are subject to review by the Empire Pass Design Review Board (Ordinance COA No. 12).
 - a. **Complies:** See Exhibit I for the Empire Pass Design Review Board approval letter.
5. A landscape plan, including provisions for water-efficient irrigation systems and drought-tolerant plantings with limited turf is required with an ACUP application (Ordinance COA No. 13; Plat note No. 15)
 - a. **Condition of Approval 10:** The Applicant shall ensure final landscape plans, including plans to remove trees outside of the building pad not identified on the existing plans, are subject to review by the Empire Pass Design Review Board prior to building permit issuance.
6. A fire protection plan is required for each building permit and shall include fire protection in the form of residential sprinklers and landscaping that complies with the Wildland-Urban Interface requirements of the Park City Building Department
 - a. **Condition of Approval 11:** The Applicant's submittal includes a Fire Protection Plan (Exhibit F, P. 11) that describes the fire break around the proposed Structure, the proposed vegetation, a smart irrigation system, and the proposed limits of disturbance. The Applicant shall develop the Site to comply with the Wildland-Urban Interface Code.
7. At the time of final construction and re-platting with supplemental condominium plats, all Floor Area—including Basement Area and any Garage Area greater than 600 sq. ft.—will be counted towards the Unit Equivalents as allowed by the Flagstaff Development Agreement (Ordinance COA No. 16; Plat note No. 6).
 - a. **Condition of Approval 9:** The Applicant shall indicate on the supplemental condominium plat the Gross Floor Area for Unit G, including Basement Area and Garage Area.
8. Each unit shall not exceed 7,750 sq. ft., including all Floor Area and Basement Area, exclusive of 600 sq. ft. of Garage Area (Ordinance COA No. 17).
 - a. **Complies:** Unit G is 7,743 square feet.
9. All construction of units shall be restricted to the RD Zoning District. Construction disturbances within the ROS Zoning District are subject to the Amended Development Agreement and associated Technical Reports (Ordinance COA No. 20).
 - a. **Complies:** See analysis section III.
10. Setback exceptions allow a minimum front setback of 15 feet with a minimum Front Setback to a front facing garage of 20 feet. All other RD Setbacks,

exceptions, and height requirements apply (Ordinance COA No. 21).

a. **Complies:** See analysis section III.

11. Trees, structures, and retaining walls shall not be located within the Snyderville Basin Water Reclamation District (SBWRD) easements (Ordinance COA No. 29).

a. **Complies:** The Moonshadow Condominium identifies the SBWRD easements, which coincide with the private roadway Area. The Applicant's landscape plan respects the easement. See Exhibit F, P. 14.

12. The Building Pad shall be considered the Limits of Disturbance for each condominium unit (Ordinance COA No. 36; Plat note No. 17)

a. **Condition of Approval 14:** Forest health restoration and landscaping shall be consistent with the Arborist reports and visual analysis allowing an additional disturbance area within 20 feet of the building foundation. Driveways and utility installation are exempt. Construction of units, patios, retaining walls, and other permanent structures (e.g., gazebos, hot tubs, fire pits, etc.) are not allowed in the ROS zoned portion of the property.

13. All Conditions of Approval of the First Amended and Restated Moonshadow Condominiums Plat continue to apply

(III) The proposal complies with the Lot and Site Requirements of the Residential Development (RD) Zoning District and First Amended and Restated Moonshadow Condominiums Plat notes.

The following analysis evaluates the RD Zoning District Lot and Site requirements stipulated in LMC [§ 15-2.13-3](#). Certain Lot and Site requirements are superseded by Plat notes in the First Amended and Restated Moonshadow Condominiums Plat.

Single-Family Dwellings are allowed uses in the RD Zoning District.³

	RD Requirements	Analysis of Proposal
RD Zone Height	28 feet	Complies The proposed roof is flat and is 28 feet from Existing Grade. Chimneys may extend up to five feet (5') above the highest point of the Structure to comply with International Building Code requirements. The Applicant's proposed chimney is an additional 2 feet above the highest point of the Building.

³ LMC [§ 15-2.13-3](#)

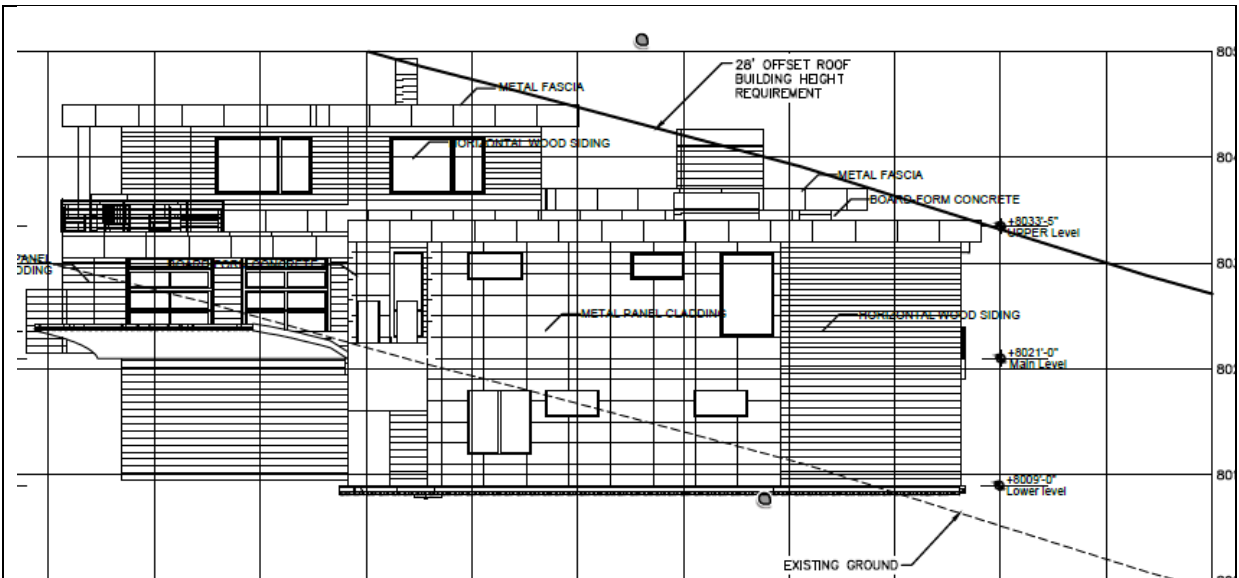


Figure 1: Applicant's submitted building plans showing roof height of 28 feet from Existing Grade

Total Floor Area (Plat Note 6)	31 Unit Equivalents of residential density not to exceed 7,750 square feet, including all Floor Area, all basement Areas, and excluding 600 square feet of garage Area	Complies The total Unit equivalent square footage is 7,743 square feet which includes the area of the garage in excess, after 600 square feet is excluded. The total Floor Area of the proposed SFD is 7,426 square feet; the Applicant proposes a 917-square-foot garage. 317 square feet of the garage area is counted towards the total Unit Equivalent square footage.
Front Setback (Plat Note 10)	15 feet (20 feet to front-facing garage). The Property line is the back of the street gutter, consistent with all private streets in Empire Pass	Complies The proposed garage is front facing and is set back from the property line by 20 feet, which meets the Plat Requirements.
Rear Setback (Plat Note 10)	Zero feet	Complies Plat note No. 10 stipulates that the Rear Setback is "coincident with the RD/ROS Zone line for all units". Staff determined the proposed design meets the Plat requirement by limiting the development of structures from encroaching over the RD/ROS boundary. All construction shall be restricted to the RD portion.

		Construction disturbances within the ROS portions of the Flagstaff Annexation area are subject to the Development Agreement and associated Technical Reports.
Side Setbacks (RD Zone)	12 feet between structures within the Subdivision, 12 feet to the side Lot Lines of the Subdivision.	Complies: The east and west sides of the proposed SFD at unit G is approximately 20 feet from Unit H and Unit F.
Parking (RD Zone)	Two Parking Spaces provided per unit.	Complies Two Parking Spaces are provided in the attached garage. The garage measures 21 feet wide by 25 feet long.

(IV) The proposal, as conditioned, complies with LMC § 15-2.13-10, Vegetation Protection and the vegetation and landscaping requirements of Ordinance 2018-54 and the Plat.

Ordinance 2018-54 and the Moonshadow Condominiums Plat require that development plans show Significant Vegetation within 20 feet of a proposed Single-Family Dwelling. Final landscape plans, including plans to remove trees or significant vegetation outside of the building pad, are subject to review by the Empire Pass Design Review Board. The LMC defines Significant Vegetation as all large trees six inches (6”) in diameter or greater measured four and one-half feet (4.5’) above the ground, all groves of small trees, and all clumps of oak or maple covering an Area 50 sq. ft. or more measured at the drip line.⁴ See Exhibit F, P. 5.

Condition of Approval 10 requires the Applicant shall gain approval from the Empire Pass Design Review Board to remove any trees or significant vegetation outside the building pad and inside the RD Zone.

Condition of Approval 15 requires the Applicant to replace lost Significant vegetation outside the building pad with equivalent landscaping in type and size.

(V) The proposal, as conditioned, complies with the Sensitive Land Overlay (SLO) Requirements.

The proposed development is located within the Sensitive Land Overlay (SLO). LMC § [15-2.21-2\(A\)](#) requires states:

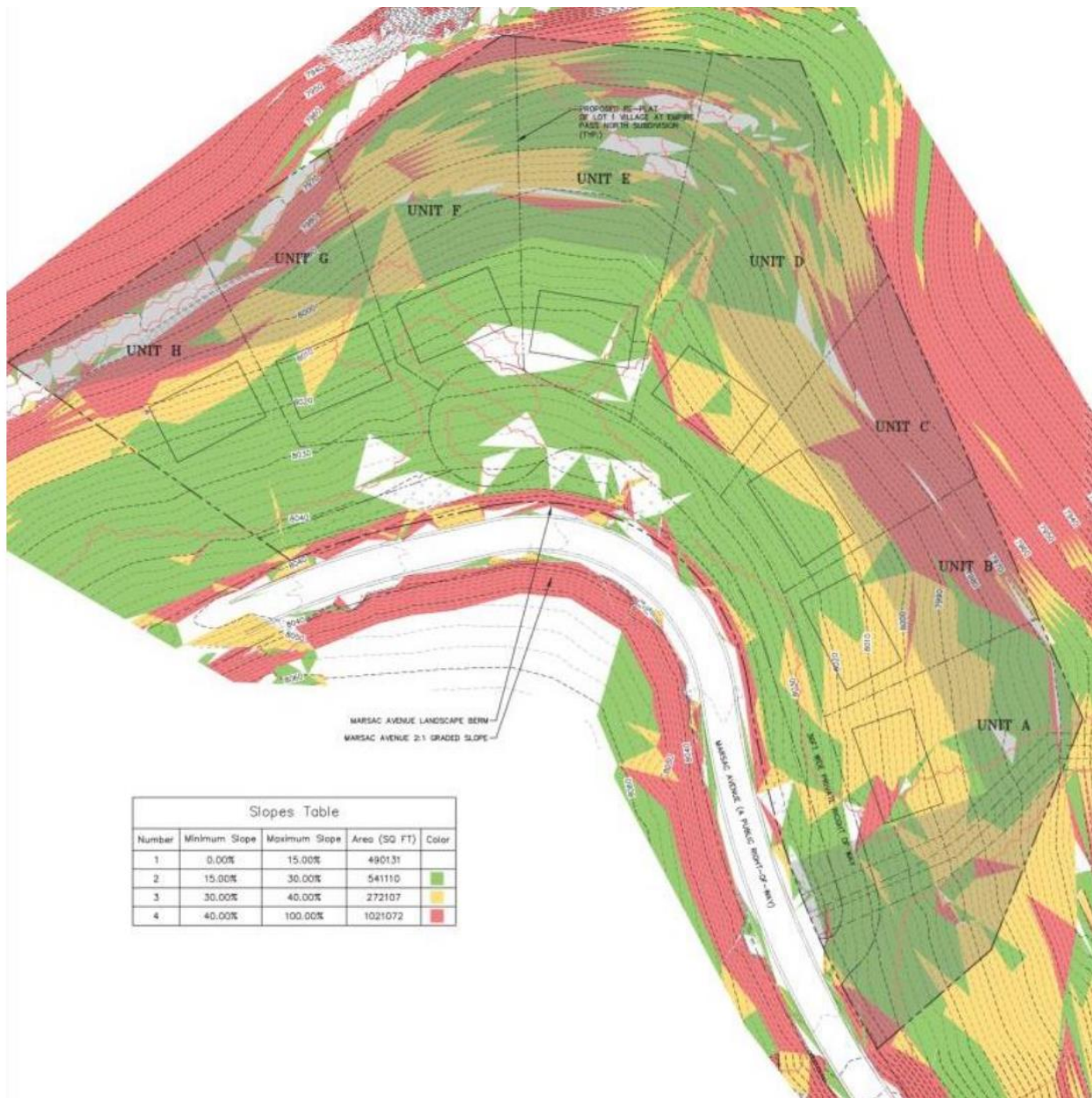
⁴ LMC [§ 15-2.13-10](#)

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.

SLO Analysis Criteria	Analysis of Proposal
Slope/Topographic Map: A Slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight Areas of high geological hazard, Areas subject to land sliding, and all significant Steep Slopes in categories of greater than 15%, 30-40%, and greater than 40%.	Complies The SLO Technical reports (Exhibit J) from 2018 were reviewed and approved by the Planning Commission and City Council as part of the original Subdivision and Plat approval. Road and Building development will not occur on slopes greater than 40%. Majority of Slopes greater than 30% will remain as Open Space. Minor development to occur on Slopes between 30% and 40%. The image below, taken from the 2018 technical reports, shows the Slope percentages for each Unit.



Ridge Line Areas: A map depicting all Crests of Hills and Ridge Line Areas.

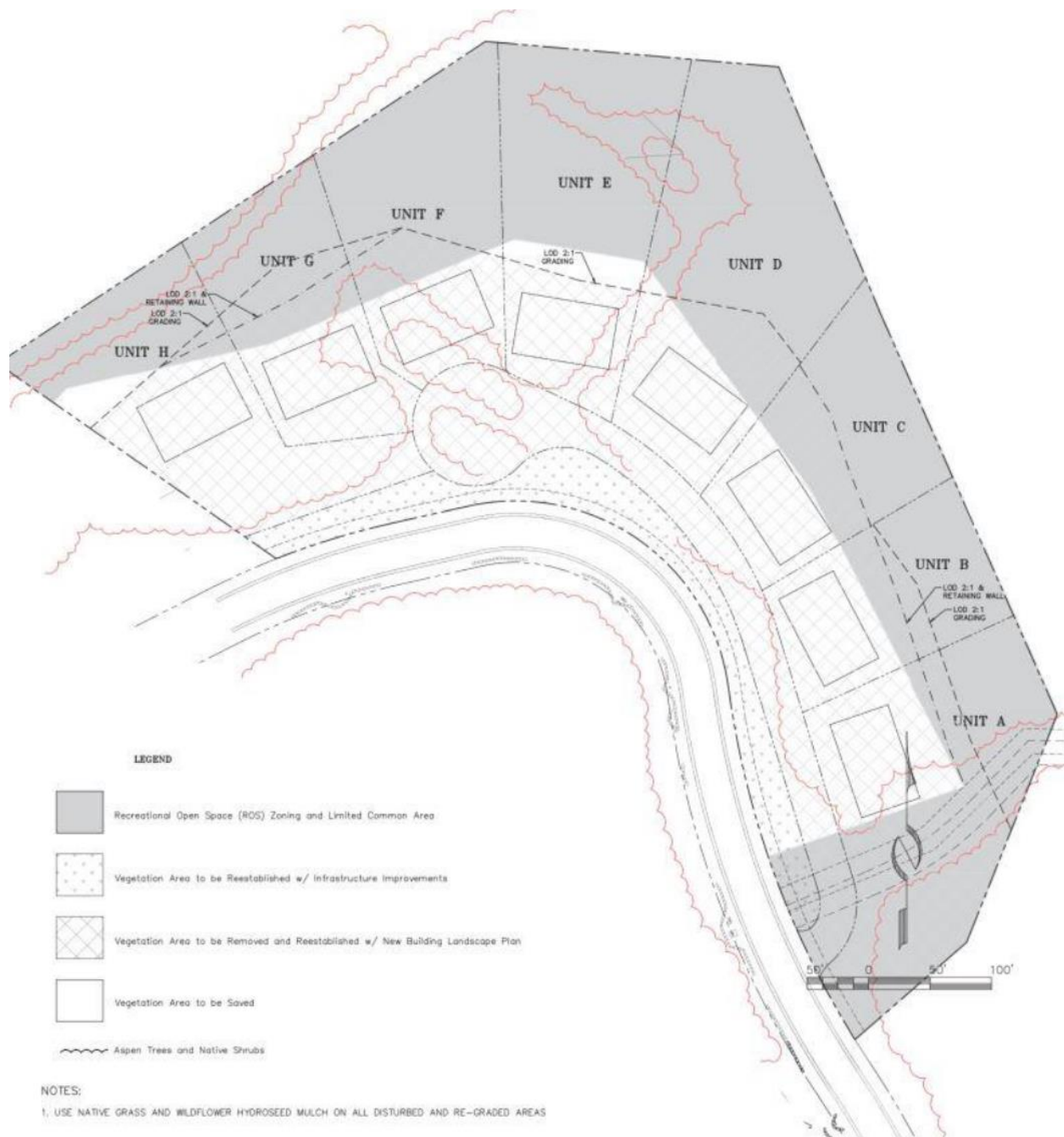
Complies

Development for Unit G is proposed in such a manner so as not to create a silhouette against the skyline or mountain backdrop as viewed from designated Vantage Points.

Vegetative Cover: a detailed map of vegetative cover.

Complies

Exhibit I includes a vegetation map from the 2018 technical reports. It is included below for quick reference.



Designated Entry Corridors and Vantage Points	Not applicable The property is not visible from designated Entry Corridors or Vantage Points.
Wetlands	Not applicable There are no wetlands on the Site.
Stream Corridors, Canals, and	Not applicable

Irrigation Ditches	There are no streams, canals, or irrigation ditches which run on or through the Site.
Wildlife Habitat Areas	Not applicable Development at Moonshadow Condominiums is consistent with other projects at Empire Pass, and a complete SLO Analysis was provided as part of the original Subdivision application.
Additional Information and Study Requirements: The Planning Department may require the Applicant to submit the following information: a. Visual Assessment b. Soil Investigation Report c. Geotechnical Report d. Additional Slope Information e. Fire Protection Report f. Hydrological Report	Condition of Approval 11 The Applicant provided a Fire Protection Plan (Exhibit J), which is required by Ordinance No. 2018-54 and Plat note No. 14. Condition of Approval 16 The Applicant shall provide a geotechnical report prior to issuance of a building permit.

(III) The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC [§ 15-1-10\(E\)](#).

There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

The Planning Department shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Department may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards. LMC [§ 15-1-10](#).

CUP Review Criteria	Analysis of Proposal
Size and Location of the Site	Complies The existing Site meets all size and location requirements of the Plat notes, of the Empire Pass

	North Subdivision, the VEP MPD, and the LMC.
Traffic Capacity	Condition of Approval 17 The Applicant shall follow the approved trucking route as found in Exhibit H, Page 10. No trucks or heavy machinery shall use Marsac Avenue below Royal Street
Utility Capacity	Complies: The Site's run-off is mitigated as outlined in the stormwater management plan.
Emergency Vehicle Access	Complies: Access will remain the same, with one access point to Marsac Avenue. Park City Fire District has reviewed the plans and has no concerns.
Off-Street Parking	Complies: The Applicant is required to provide two (2) off street parking spaces. The plans propose two Parking Spaces in the attached garage.
Internal Vehicular and Pedestrian Circulation	Complies: The Use does not impede vehicular or pedestrian circulation.
Fencing, Screening, and Landscaping	Complies: Condition of Approval No. 13 of Ordinance No. 2018-54 approving the Moonshadow Condominiums requires a water-efficient irrigation system, drought tolerant plants, limited turf, and an arborist report identifying any trees outside the building pad proposed for removal and their general condition. LMC § 15-2.13-3 allows retaining walls less than four feet in the Front Setback and retaining walls less than six feet in the Side Setback. The Applicant proposes a two-foot-tall retaining wall in the Front Setback and two retaining walls 5.5 feet in height from Final Grade in the Side Setbacks.
Building Mass, Bulk, and Orientation	Complies: The proposed massing is consistent with the requirements of the Plat Notes and LMC regarding gross floor area, building height and Setbacks.
Useable Open Space	Complies: The Proposed development maintains the ROS area behind the Lot, including a 15-foot-wide public recreational trail easement.
Signs and Lighting	Complies:

	No signs are proposed with this application. All exterior lighting must be down-directed, fully shielded, with bulbs 3000 degree Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation. See Conditions of Approval 20 and 21.
Physical Design and Compatibility with Surrounding Structures	Complies The Applicant has approval from the Empire Pass Design Review Board for the proposed plans Exhibit I).
Noise, Vibration, Odors, Stream, or Other Mechanical Factors	Complies: The Applicant shall comply with Park City Municipal Code, Chapter 6-3, Noise.
Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas	Complies: All trash and recycling areas will be located inside the Single-Family Dwelling.
Expected Management and Ownership	Complies: The owner of record for Unit G, Snow Country Lodging, LLC signed the submitted ACUP Application.
Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site	Complies – See analysis section V and Exhibit H. A SLO analysis was submitted and approved with the Moonshadow Condominiums Plat. The proposed development is consistent with the analysis. The site does not contain Physical Mine Hazards, Historic Mine Waste and is not identified in the City Soils Ordinance.
Consistency with the Park City General Plan	Complies Goal 1: Park City will protect undeveloped lands, discourage sprawl, and direct growth inward to strengthen existing neighborhoods (Page 26). Development at this location is consistent with General Plan Goal 1 in that the site is within an

	existing neighborhood. Additionally, the Moonshadow Condominium Plat utilizes “Conservative Subdivision Design” which is a method of open space preservation in which land developers cluster house together on the least sensitive lands, preserving the remainder of land as open space (Page 12).
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(V) The Development Review Committee reviewed the proposal on December 3, 2024 and confirmed the proposal conforms with their requirements.⁵

Department Review

The Planning Department 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 December 9, 2024. Staff mailed courtesy notice to adjacent property owners on December 9, 2024.⁶

Public Input

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

Alternatives

- The Planning Director, or designee may approve the ACUP;
- The Planning Director, or designee may deny the ACUP and direct staff to make Findings for the denial; or
- The Planning Director, or designee may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Final Action Letter

Exhibit B: 2022 Unit G Approved ACUP Final Action Letter

Exhibit C: First Amended And Restated Moonshadow Condominiums Plat

Exhibit D: 2007 Amended Flagstaff Development Agreement

Exhibit E: Village at Empire Pass MPD

Exhibit F: Village at Empire Pass North Subdivision

⁵ 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).

⁶ LMC [§ 15-1-21](#)

Exhibit G: Planning Director Determination of Setbacks
Exhibit H: Existing Conditions and Proposed Plans
Exhibit I: Empire Pass Design Review Board Approval Letter
Exhibit J: 2018 SLO Technical Reports
Exhibit K: Fire Protection Plan



Planning Department

December 19, 2024

Greg Harvey
8909 Moonshadow Ct, Unit G

CC: Snow Country Lodging, LLC

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address:	8909 Moonshadow Ct, Unit G
Zoning District:	Residential Development
Application:	Administrative Conditional Use Permit
Project Number:	PL-24-06343
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	December 19, 2024
Project Summary:	The Applicant proposes an ACUP for Unit G at the Moonshadow Condominiums.

Action Taken

On December 19, 2024, the Planning Director Designee conducted a public hearing and approved the ACUP for a Single-Family Dwelling at 8909 Moonshadow Ct according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Applicant requests approval of an ACUP for construction of a Single-Family Dwelling (SFD) on a 0.24-acre Lot (Unit G) at the Moonshadow Condominiums. An ACUP is required prior to building permit issuance for the SFD, pursuant to Plat Note 3 of the Amended and Restated Moonshadow Condominiums Plat. On May 26, 2022, the Planning Director approved an ACUP for a new SFD for Unit G. Condition of Approval #3 from the Final Action Letter states: "This approval



Planning Department

will expire one (1) year from the date of Planning Director approval unless the Applicant has commenced on the project and a Building Permit is issued.”

2. During the construction for the other Single-Family Dwelling Units within the Moonshadow Condominium Development, the Applicant used the Lot at Unit G for construction staging, and a Building Permit was never issued. On May 22, 2023, the ACUP approval for a SFD at Unit G expired.
3. The Applicant submitted a complete ACUP application for an ACUP at Unit G on November 20, 2024.
4. The property is zoned Residential Development (RD) and Recreation Open Space (ROS) and is within the Flagstaff Annexation Area, governed by the Flagstaff Development Agreement and the Village at Empire Pass Master Planned Development (VEP MPD).
5. The Moonshadow Condominiums contain eight (8) PUD-style units. The 2007 Amended Flagstaff Development Agreement describes PUD-style units as “clustered, detached, single-family or duplex units with common open space and coordinated architecture.”
6. On June 15, 2017, the City Council adopted Ordinance No. 2017-30 approving the Village at Empire Pass North Subdivision Plat. The Ordinance created three (3) Lots intended for future development. The subject property is within Lot 1 of the recorded Plat.
7. On October 23, 2018, the City Council adopted Ordinance No. 2018-54, approving the Moonshadow Condominiums Plat on Lot 1 of the Village at Empire Pass North Subdivision. Condition of Approval No. 7 requires each of the eight dwelling units to obtain an ACUP prior to building permit issuance. Plat Note 3 reflects this Condition of Approval and outlines the requirements for obtaining an ACUP.
8. The property is subject to the 2007 Amended Flagstaff Development Agreement (Amended Agreement), Village at Empire Pass MPD, the Village at Empire Pass North Subdivision Plat and the First Amended and Restated Moonshadow Condominium Plat.
9. Unit G has more than four sides. Side Setbacks are identified on either side of the Front Setback. The additional sides may be specified as a Side Setback or Rear Setback by the Planning Director. On May 9, 2022, the Planning Director determined that the Unit has four (4) side Setbacks, one (1) front Setback, and one (1) rear Setback.



Planning Department

10. The proposal, as conditioned, complies with Ordinance No. 2017-30 and the Village at Empire Pass North Subdivision Plat.
 - a. Ordinance No. 2017-30, approving the Village at Empire Pass North Subdivision, stipulates requirements and obligations for development of Lot 1.
 - b. The ROS zoning line shall be indicated on plans submitted with the Conditional Use Permit application. Additionally, all construction of Units on Lot 1 shall be restricted to the RD zoned portion (Ordinance COA No. 23; Plat note No. 8). The First Amended and Restated Moonshadow Condominium Plat indicates the ROS boundary with respect to the platted condominium Units and the Applicant's submitted plans indicate the proposed SFD and all related construction are outside the ROS boundary and within the RD Zoning District.
 - c. Condition of Approval 8: All construction shall be restricted to the RD zoned portion of Lot 1 of the Village at Empire Pass North Subdivision. Construction disturbances within the ROS portions of the Flagstaff Annexation area are subject to the development Agreement and associated technical reports.
 - d. All Conditions of Approval of the Flagstaff Mountain Development Agreement continue to apply.
11. The proposal, as conditioned, complies with Ordinance No. 2018-54 and the First Amended and Restated Moonshadow Condominiums Plat.
12. Ordinance No. 2018-54 outlines specific Conditions of Approval for each SFD in the Moonshadow Condominiums.
 - a. A declaration of condominium and a supplemental condominium plat for each unit to be constructed is required and shall be approved by Park City and recorded with Summit County prior to issuance of a certificate of occupancy (Ordinance COA No. 9; Plat note No. 4).
 - b. Construction mitigation plan, including truck routing shall be submitted with each ACUP Application (Ordinance COA No. 10).
 - c. Final grading and utility plan, including storm water and drainage plans shall be submitted with each ACUP application (Ordinance COA No. 11).
 - d. Building designs are subject to review by the Empire Pass Design Review Board (Ordinance COA No. 12).



Planning Department

- e. A landscape plan, including provisions for water-efficient irrigation systems and drought-tolerant plantings with limited turf is required with an ACUP application (Ordinance COA No. 13; Plat note No. 15).
- f. A fire protection plan is required for each building permit and shall include fire protection in the form of residential sprinklers and landscaping that complies with the Wildland-Urban Interface requirements of the Park City Building Department.
- g. At the time of final construction and re-platting with supplemental condominium plats, all Floor Area—including Basement Area and any Garage Area greater than 600 sq. ft.—will be counted towards the Unit Equivalents as allowed by the Flagstaff Development Agreement (Ordinance COA No. 16; Plat note No. 6).
- h. Each unit shall not exceed 7,750 sq. ft., including all Floor Area and Basement Area, exclusive of 600 sq. ft. of Garage Area (Ordinance COA No. 17).
 - i. Unit G is 7,743 square feet.
- i. All construction of units shall be restricted to the RD Zoning District. Construction disturbances within the ROS Zoning District are subject to the Amended Development Agreement and associated Technical Reports (Ordinance COA No. 20).
- j. Setback exceptions allow a minimum front setback of 15 feet with a minimum Front Setback to a front facing garage of 20 feet. All other RD Setbacks, exceptions, and height requirements apply (Ordinance COA No. 21).
- k. Trees, structures, and retaining walls shall not be located within the Snyderville Basin Water Reclamation District (SBWRD) easements (Ordinance COA No. 29).
 - i. Complies: The Moonshadow Condominium identifies the SBWRD easements, which coincide with the private roadway Area. The Applicant's landscape plan respects the easement. See Exhibit F, P. 14.
- l. The Building Pad shall be considered the Limits of Disturbance for each condominium unit (Ordinance COA No. 36; Plat note No. 17)
- m. All Conditions of Approval of the Moonshadow Condominiums continue to apply



Planning Department

13. The proposal complies with the Lot and Site Requirements of the Residential Development (RD) Zoning District and Amended and Restated Moonshadow Condominiums Plat notes.
- a. The following analysis evaluates the RD Zoning District Lot and Site requirements stipulated in LMC § 15-2.13-3. Certain Lot and Site requirements are superseded by Plat notes in the First Amended and Restated Moonshadow Condominiums Plat
 - b. Single-Family Dwellings are allowed uses in the RD Zoning District.
 - c. RD Zone Height: 28 feet
 - i. The proposed roof is flat and is 28 feet from Existing Grade.
 - ii. Chimneys may extend up to five feet (5') above the highest point of the Structure to comply with International Building Code requirements. The Applicant's proposed chimney is an additional 2 feet above the highest point of the Building.
 - d. Total Floor Area (Plat Note 6): 31 Unit Equivalents of residential density not to exceed 7,750 square feet. including all Floor Area, including all basement Areas, and excluding 600 square feet of garage Area.
 - i. The total Unit equivalent square footage is 7,743 square feet which includes the area of the garage in excess, after 600 square feet is excluded. The total Floor Area of the proposed SFD is 7,426 square feet; the Applicant proposes a 917-square-foot garage. 317 square feet of the garage area is counted towards the total Unit Equivalent square footage.
 - e. Front Setback (Plat Note 10): 15 feet (20 feet to front-facing garage). The Property line is the back of the street gutter, consistent with all private streets in Empire Pass
 - i. The proposed garage is front facing and is set back from the property line by 20 feet, which meets the Plat Requirements.
 - f. Rear Setback (Plat Note 10): Zero feet
 - i. Plat note No. 10 stipulates that the Rear Setback is coincident with the RD/ROS Zone line for all units. Staff determined the proposed design meets the Plat requirement by limiting the development of structures from encroaching over the RD/ROS boundary. All construction shall be restricted to the RD portion. Construction disturbances within the ROS portions of the Flagstaff Annexation



Planning Department

area are subject to the Development Agreement and associated Technical Reports.

- g. Side Setbacks (RD Zone): 12 feet between structures within the Subdivision, 12 feet to the side Lot Lines of the subdivision.
 - i. The east and west sides of the proposed SFD at unit G is approximately 20 feet from Unit H and Unit F.
 - h. Parking (RD Zone): Two Parking Spaces provided per unit, per RD Zoning District.
 - i. Two Parking Spaces are provided in the attached garage. The garage measures 21 feet wide by 25 feet long.
- 14. The proposal, as conditioned, complies with LMC § 15-2.13-10, Vegetation Protection and the vegetation and landscaping requirements of Ordinance 2018-54 and the Plat.
 - a. Ordinance 2018-54 and the Moonshadow Condominiums Plat require that development plans show Significant Vegetation within 20 feet of a proposed Single-Family Dwelling. Final landscape plans, including plans to remove trees or significant vegetation outside of the building pad, are subject to review by the Empire Pass Design Review Board. The LMC defines Significant Vegetation as all large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, all groves of small trees, and all clumps of oak or maple covering an Area 50 sq. ft. or more measured at the drip line.
- 15. The proposal, as conditioned, complies with the Sensitive Land Overlay (SLO) Requirements.
 - a. The proposed development is located within the Sensitive Lands Overlay (SLO). LMC §15-2.21-2(A) requires states the following:
 - i. 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.
 - b. The purpose of the Sensitive Land Overlay is to:
 - i. Require dedicated Open Space in aesthetically and environmentally sensitive Areas;
 - ii. Encourage preservation of large expanses of Open Space and wildlife habitat;



Planning Department

- iii. Cluster Development on Ridge Line Areas, Steep Slopes, and wetlands; and
 - iv. Protect and preserve environmentally sensitive land
- c. Slope/Topographic Map: A Slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight Areas of high geological hazard, Areas subject to land sliding, and all significant Steep Slopes in categories of greater than 15%, 30-40%, and greater than 40%.
 - i. The SLO Technical reports from 2018 were reviewed and approved by the Planning Commission and City Council as part of the original Subdivision and Plat approval.
 - ii. Road and Building development will not occur on slopes greater than 40%.
 - iii. Majority of Slopes greater than 30% will remain as Open Space. Minor development to occur on Slopes between 30% and 40%.
- d. Ridge Line Areas
 - i. Development for Unit G is proposed in such a manner so as not to create a silhouette against the skyline or mountain backdrop as viewed from designated Vantage Points.
- e. Vegetative Cover
 - i. Technical reports from 2018 include a vegetative cover map for the Moonshadow Condominiums.
- f. Designated Entry Corridors and Vantage Points
 - i. The property is not visible from designated Entry Corridors or Vantage Points.
- g. Wetlands
 - i. There are no wetlands on the Site
- h. Stream Corridors, Canals, and Irrigation Ditches
 - i. There are no streams, canals, or irrigation ditches which run on or through the Site.
- i. Wildlife Habitat Areas
 - i. Development at the Moonshadow Condominiums is consistent with other projects at Empire Pass, and a complete SLO Analysis was provided as part of the original Subdivision application.
- j. Additional Information and Study Requirements



Planning Department

- i. The Applicant provided a Fire Protection Plan, which is required by Ordinance No. 2018-54 and Plat note No. 14.
 - ii. The Applicant shall provide a geotechnical report prior to issuance of a building permit.
- 16. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).
 - a. Size and location of the Site
 - i. The existing Site meets all size and location requirements of the Plat notes, of the Empire Pass North Subdivision, the VEP MPD, and the LMC.
 - b. Traffic considerations including capacity of the existing Streets in the Area
 - i. The Applicant shall follow the approved trucking route. No trucks or heavy machinery shall use Marsac Avenue below Royal Street.
 - c. Utility capacity, including Storm Water run-off
 - i. The Site's run-off is mitigated as outlined in the stormwater management plan.
 - d. Emergency vehicle Access
 - i. Access will remain the same, with one access point to Marsac Avenue. Park City Fire District has reviewed the plans with no concerns.
 - e. Location and amount of off-Street parking
 - i. The Applicant is required to provide two (2) off street parking spaces. The plans propose two Parking Spaces in the attached garage.
 - f. Internal vehicular and pedestrian circulation system
 - i. The Use does not impede vehicular or pedestrian circulation.
 - g. Fencing, Screening, and landscaping to separate the Use from adjoining Uses
 - i. Condition of Approval No. 13 of Ordinance No. 2018-54 approving the Moonshadow Condominiums requires a water-efficient irrigation system, drought tolerant plants, limited turf, and an arborist report identifying any trees outside the building pad proposed for removal and their general condition.
 - ii. LMC § 15-2.13-3 allows retaining walls less than four feet in the Front Setback and retaining walls less than six feet in the Side Setback



Planning Department

- iii. The Applicant proposes a two-foot-tall retaining wall in the Front Setback and two retaining walls not to exceed 5.5 feet in height from final Grade in the Side Setbacks.
- h. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots
 - i. The proposed massing is consistent with the requirements of the Plat Notes, the VEP MPD, and the LMC.
- i. Useable Open Space
 - i. The Proposed development maintains the ROS area behind the Lot, including a 15-foot-wide public recreational trail easement.
- j. Signs and Lighting
 - i. No signs are proposed with this application. All exterior lighting must be down-directed, fully shielded, with bulbs 3000 degree Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation.
- k. Physical Design and Compatibility with Surrounding Structures
 - i. The Applicant has approval from the Empire Pass Design Review Board approving the proposed plans.
- l. Noise, Vibration, Odors, Steam, or Other Mechanical Factors
 - i. The Applicant shall comply with Park City Municipal Code, Chapter 6-3, Noise
- m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas
 - i. All trash and recycling areas will be located inside the Single-Family Dwelling.
- n. Expected Ownership and Management
 - i. The owner of record for Unit G, Snow Country Lodging, LLC has signed off on the submitted ACUP Application.
- o. Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, and Park City Soils Ordinance, Steep



Planning Department

Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site

- i. An SLO analysis was submitted and approved with the Moonshadow Condominiums Plat. The proposed development is consistent with the analysis.
 - ii. The site does not contain Physical Mine Hazards, Historic Mine Waste and is not identified in the City Soils Ordinance.
- p. Reviewed for Consistency with the Goals and Objectives of the Park City General Plan
 - i. Goal 1: Park City will protect undeveloped lands, discourage sprawl, and direct growth inward to strengthen existing neighborhoods (Page 26). Development at this location is consistent with General Plan Goal 1 in that the site is within an existing neighborhood.
 - ii. Additionally, the Moonshadow Condominium Plat utilizes “Conservative Subdivision Design” which is a method of open space preservation in which land developers cluster house together on the least sensitive lands, preserving the remainder of land as open space (Page 12).

17. The Development Review Committee reviewed the proposal on December 3, 2024 and confirmed the proposal conforms with their requirements.

18. Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on December 9, 2024.

19. Staff mailed courtesy notice to adjacent property owners on December 9, 2024.

Conclusions of Law

- 1. The proposed Single-Family Structure, as conditioned, is consistent with the Empire Pass North Subdivision Plat, the Moonshadow Condominiums Subdivision Plat, the Empire Village MPD and the Land Management Code.
- 2. The proposed Use, as conditioned, will be compatible with the surrounding structures in Use, scale, mass, and circulation.
- 3. The Use is consistent with the Park City General Plan.
- 4. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval



Planning Department

1. Any changes, modifications, or deviations from the approved plans that have not been approved in advance by the Planning Department may result in a stop work order
2. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.
3. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.
4. This approval will expire one (1) year from the date of Planning Director approval unless the Applicant has commenced on the project and a Building Permit is issued.
5. A Building Permit shall be secured for new construction as authorized by this approval.
6. All construction shall be completed according to the approved plans on which Building Permits are issued. Approved plans include all Site improvements shown on the approved Site Plan.
7. The Applicant shall ensure all obligations to the Flagstaff Mountain Development Agreement are met. This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement.
8. All construction shall be restricted to the RD zoned portion. Construction disturbances within the Flagstaff Annexation area are subject to the Development Agreement and associated technical reports.
9. The Applicant shall record a declaration of condominium and a supplemental condominium plat with Summit County prior to issuance of a certificate of occupancy. Supplemental condominium plats may be combined. The property owner shall record the supplemental condominium plat at such time as the Owner's dwelling is designed to memorialize and document the conditions of the constructed Single-Family Dwelling and to identify Common Area and Limited Common Area for each unit.
10. The Applicant shall ensure final landscape plans, including plans to remove trees outside of the building pad not identified on the existing plans, are approved by the Empire Pass Design Review Board prior to building permit issuance.
11. The Site shall comply with the Wildland-Urban Interface Code.



Planning Department

12. The Applicant shall indicate on the supplemental condominium plat the Gross Floor Area for Unit G.
13. The Applicant shall ensure wastewater ejectors are properly installed in Unit G.
14. Forest health restoration and landscaping shall be consistent with the Arborist reports and visual analysis allowing an additional disturbance area within 20 feet of the building foundation. Driveways and utility installation are exempt. Construction of units, patios, retaining walls, and other permanent structures (e.g., gazebos, hot tubs, fire pits, etc.) are not allowed in the ROS zoned portion of the property.
15. The Applicant shall replace lost significant vegetation with equivalent landscaping in type and size.
16. The Applicant shall provide a Geotechnical Report prior to issuance of a Building Permit.
17. The Applicant shall follow the approved trucking route as found in the application submittal. No trucks or heavy machinery over 10,000 GVW shall use Marsac Avenue north of Royal Street.
18. The subsequent Condominium Plat Amendments shall retain trail easements.
19. No Signs, permanent or temporary, may be constructed on a Site or building without a Sign Permit, approved by the Planning and Building Departments.
20. All exterior lights shall conform with the Land Management Code and the Dark Skies Ordinance. Lighting shall be down directed, fully shielded, and 3,000 degrees Kelvin or less.
21. The Site shall comply with Municipal Code Chapter 6-3, *Noise*. Control of delivery and service vehicles, loading and unloading zones, and screening of trash and recycling pickup Areas for this Site.

If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.org

Sincerely,

Elissa Martin
Planning Director designee

CC: Virgil Lund



Planning Department

May 26, 2022

Trent Timmons
PO Box 887
Park City, UT 84060
(808) 419-8352

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address: 8945 Marsac Avenue, Unit G

Zoning District: Residential Development

Application: Administrative Conditional Use Permit

Project Number: PL-22-05224

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: May 26, 2022

Project Summary: The Applicant requests to construct a new Single-Family Dwelling in the Moonshadow Condominiums.

Action Taken

On May 26, 2022, the Planning Director conducted a public hearing and approved your Administrative Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The property is located at 8945 Marsac Avenue, Moonshadow Condominiums Subdivision.
2. The property is in the Residential Development (RD) Zoning District and the Recreation and Open Space (ROS) Zoning District.
3. An Administrative Conditional Use Permit (ACUP) is required per Plat Note No. 2 of the Moonshadow Condominium Plat.
4. On October 23, 2018, the City Council approved the Moonshadow Condominiums Plat on Lot 1 of the Village at Empire Pass North Subdivision.
5. Lot 1 is in the RD and ROS Zoning Districts.
6. Unit G contains 0.24 acres and is in the RD Zoning District.

7. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution on June 24, 1999. The agreement was amended in 2007. The amended agreement sets the maximum densities, location of densities, and developer-offered amenities, requirements, and obligations for development in the Flagstaff Mountain area.
8. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass that identified the area of this proposed plat for multi-family condominium units, subject to density limitations of the Amended Flagstaff Development Agreement.
9. On June 15, 2017, the City Council approved the Village at Empire Pass North Subdivision creating four lots of record. Lot 1, the subject lot of this condominium plat, is 6.77 acres in area, and sufficient in size to cluster the proposed eight (8) PUD style units accessing a private cul-de-sac.
10. Only RD zoned portions of the property are designated as private area and no units can be constructed in the ROS zoned portions.
11. The private cul-de-sac has access to Marsac Avenue (aka SR 224) and the applicant has obtained a conditional access permit and encroachment permit from UDOT for a secondary access for construction of the private street. The private cul-de-sac, to be known as Moon Shadow Court, is designed with the Fire District required total width of thirty feet (30') (roadway plus 24" roll gutters on both sides) as well as the required cul-de-sac diameter of ninety-six (96') feet.
12. At the time of final construction and re-platting, all floor area including basement area and garage space greater than 600 square feet, will be counted towards the Unit Equivalents as allowed by the Flagstaff Development Agreement.
13. Applicant submitted Architectural Design Guidelines for the Moon Shadow Condominiums that reflect a unified architectural character, as well as consistency with the Empire Pass Design Guidelines.
14. The PUD style units are subject to all requirements of the 2007 Amended Flagstaff Development Agreement.
15. Only one permanent entrance to Marsac has been approved by UDOT.
16. The proposed development is consistent with the approved Village at Empire Pass Master Planned Development, the Village at Empire Pass North Subdivision and the Amended Flagstaff Development Agreement.
17. Two parking spaces are required for each unit.
18. Maximum Building Height in the RD District is 28' (33' allowed with a minimum 4:12 pitched roof).
19. Unit G has an unusual Lot configuration with more than four (4) sides. On May 9, 2022, the Planning Director determined that Unit G has four (4) side Setbacks, one (1) front Setback, and one (1) rear Setback.
20. 15-foot front setbacks (20 feet to the front of the garage) are proposed to cluster units closer to the private street to decrease cut and fill, decrease driveway area, increase the separation from areas of 40% and greater slope, and

to protect additional existing vegetation. Building pads are located a minimum of ten feet (10') from slopes 40% and greater, except for topographic slope anomalies located on units A and D that are under the minimum threshold measurements of 25' rise and 50' run.

21. The Rear Setback is zero feet (0') which is the RD/ROS Zone line.
22. The Side Setbacks are 12 feet between structures. For units that abut the Subdivision Lot lines, the Structures must maintain a minimum Side Setback of 12 feet.
23. Two (2) Off-Street parking spaces are required for each unit.
24. The total Floor Area for Unit G is 31 Unit Equivalents of residential density not to exceed 7,750 sq. ft. including all Floor Area, including all basement Area, and excluding 600 sq. ft. of garage Area.
25. The MPD requires Construction Mitigation Plans to be submitted with each ACUP and building permit addressing all requirements of the Amended Agreement and Technical Reports.
26. Conditional Use Permits require review pursuant to the criteria outlined in Land Management Code § 15-1-10(E).
 - a. Size and Location of Site – Complies: The existing Site meets all size and location requirements of the Plat notes of the Empire Pass North Subdivision, the VEP MED, and the LMC.
 - b. Traffic Capacity – Condition of Approval 22.
 - c. Utility Capacity – Complies: The Site's run-off is mitigated as outlined in the stormwater management plan.
 - d. Emergency Vehicle Access – Complies: Access will remain the same, with one access point to Marsac Avenue. Park City Fire District has reviewed the plans with no concerns.
 - e. Off-Street Parking – Complies: The Applicant is required to provide two (2) off-street parking spaces. The plans propose two spaces in the attached garage.
 - f. Internal Vehicular and Pedestrian Circulation – Complies: The Use does not impede vehicular or pedestrian circulation.
 - g. Fencing, Screening, and Landscaping – Condition of Approval 23.
 - h. Building Mass, Bulk, and Orientation – Complies: The proposed massing is consistent with the requirements of the Plat Notes, the VEP MPD, and the LMC.
 - i. Useable Open Space – Condition of Approval 24.
 - j. Signs and Lighting – Conditions of Approval 25 & 26.
 - k. Physical Design and Compatibility with Surrounding Structures – Complies: The Applicant has approval from the Empire Pass Design Review Board approving the proposed plans.
 - l. Noise, Vibration, Odors, Stream, or Other Mechanical Factors – Condition of Approval 27.

- m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas – Condition of Approval 28.
- n. Expected Ownership and Management – Complies: The property manages the private areas; the Empire Pass Master Owners Association manages the common and limited common areas.
- o. Sensitive Lands – Complies: An analysis of the SLO was submitted and approved with the Moonshadow Condominiums Subdivision Plat. The proposed development is consistent with the analysis.
- p. Consistency with the Park City General Plan – Complies: Goal 1: Park City will protect undeveloped lands, discourage sprawl, and direct growth inward to strengthen existing neighborhoods (Page 26). Conservative Subdivision Design is a method of open space preservation in which land developers cluster house together on the least sensitive lands, preserving the remainder of land as open space (Page 12).

27. The findings in the Analysis section of the Staff Report are incorporated herein.

Conclusions of Law

- 1. The proposed Single-Family Structure, as conditioned, is consistent with the Empire Pass North Subdivision Plat, the Moonshadow Condominiums Subdivision Plat, the Empire Village MPD and the Land Management Code.
- 2. The proposed Use, as conditioned, will be compatible with the surrounding structures in Use, scale, mass, and circulation.
- 3. The Use is consistent with the Park City General Plan.
- 4. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

- 1. All standard Conditions of Approval apply to this Administrative Conditional Use Permit.
- 2. This approval will expire one (1) year from the date of Planning Director approval unless the Applicant has commenced on the project and a Building Permit is issued.
- 3. The Applicant is responsible for Compliance with all Conditions of Approval.
- 4. The proposed project is approved as indicated on the final proposed plans, except as modified by additional conditions included herein. The proposed project shall be in accordance with all adopted Codes and Ordinances including, but not limited to, the Land Management Code, International Building Codes, Fire Codes, ADA compliance, the Empire Pass design standards, construction specifications, snow storage easements, and any other standards adopted by the City Engineer and all Boards, Commissions, agencies, and officials of Park City.
- 5. A Building Permit shall be secured for new construction as authorized by this approval.

6. All construction shall be completed according to the approved plans on which Building Permits are issued. Approved plans include all Site improvements shown on the approved Site Plan.
7. All modifications to plans as specified by this Approval and all final design details shall be approved by the Planning Department at the Building Permit phase.
8. Permits and approvals terminate upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
9. The Applicant shall ensure all obligations to the Flagstaff Mountain Development Agreement are met. This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement.
10. Construction on Lot 1 shall conform to all applicable LMC requirements in effect at the time of submittal of an application.
11. All construction shall be restricted to the RD zoned portion. Construction disturbances within the Flagstaff Annexation area are subject to the Development Agreement and associated technical reports.
12. The Applicant shall record a declaration of condominium and a supplemental condominium plat with Summit County prior to issuance of a certificate of occupancy. Supplemental condominium plats may be combined. The property owner shall record the supplemental condominium plat at such time as the Owner's dwelling is designed to memorialize and document the conditions of the constructed Single-Family Dwelling and to identify Common Area and Limited Common Area for each unit.
13. The Applicant shall ensure final landscape plans, including plans to remove trees outside of the building pad not identified on the existing plans, are subject to review by the Empire Pass Design Review Board prior to building permit issuance.
14. The Site shall comply with the Wildland-Urban Interface Code.
15. The Applicant shall indicate on the supplemental condominium plat the Gross Floor Area for Unit G.
16. The Applicant shall ensure wastewater ejectors are properly installed in Unit G.
17. Forest health restoration and landscaping shall be consistent with the Arborist reports and visual analysis allowing an additional disturbance area within 20 feet of the building foundation. Driveways and utility installation are exempt. Construction of units, patios, retaining walls, and other permanent structures (e.g., gazebos, hot tubs, fire pits, etc.) are not allowed in the ROS zoned portion of the property.
18. The Applicant shall submit updated plans for Planning Department review that show 12-foot Setbacks prior to issuance of a Building Permit. The Applicant shall ensure that no more than three feet (3') of roof overhang encroaches into the side Setbacks.
19. The Applicant shall gain approval from the Empire Pass Design Review Board to remove any trees or significant vegetation outside the building pad and inside the RD Zone.

20. The Applicant shall replace lost significant vegetation with equivalent landscaping in type and size.
21. Due to the presence of Steep Slopes, the Applicant shall provide a Geotechnical Report prior to issuance of a Building Permit.
22. The Applicant agrees to follow the approved trucking route as found in the application submittal. No trucks or heavy machinery over 10,000 GVW shall use Marsac Avenue north of Royal Street.
23. If any retaining walls or fences are introduced to the site, they must meet the requirements of the Land Management Code or the Applicant shall apply for the appropriate Conditional Use Permit.
24. The subsequent Condominium Plat Amendments shall retain trail easements.
25. No Signs, permanent or temporary, may be constructed on a Site or building without a Sign Permit, approved by the Planning and Building Departments.
26. All exterior lights shall conform with the Land Management Code and the Dark Skies Ordinance. Lighting shall be down directed, fully shielded, and 3,000 degrees Kelvin or less.
27. The Site shall comply with Municipal Code Chapter 6-3, *Noise*. Control of delivery and service vehicles, loading and unloading zones, and screening of trash and recycling pickup Areas for this Site.
28. The Applicant shall screen trash and recycling.

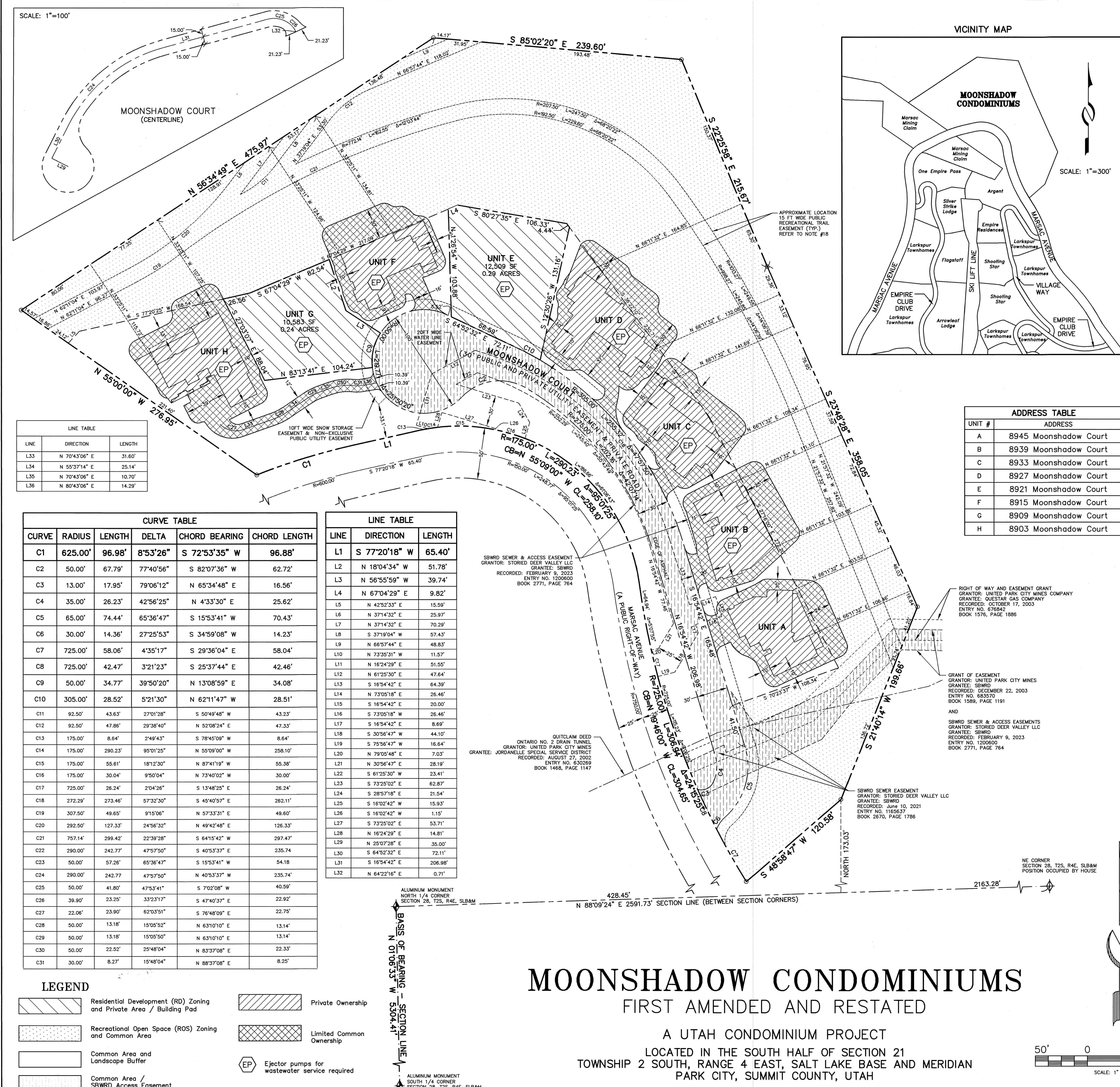
If you have questions or concerns regarding this Final Action Letter, please call (435) 615-5065 or email spencer.cawley@parkcity.org.

Sincerely,



Gretchen Millikin
Planning Director

CC: Spencer Cawley, Project Planner



SURVEYOR'S CERTIFICATE

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 represented on the plat. I do further certify that by authority of the owners, I have prepared the following amended plat, hereafter to be known as MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED.

LEGAL DESCRIPTION

Unit A, B, C, D, E, F, G and H, contained within MOONSHADOW CONDOMINIUMS, a Utah Condominium Project, as the same is identified in the Plat filed in the office of the Summit County Recorder, Utah, on July 1, 2019 as Entry No. 1113512 and in the declaration recorded July 1, 2019 as Entry No. 1113513 in Book 2515 at Page 1703 (as said declaration may have been subsequently restated, amended and/or supplemented).

Together with the undivided ownership interest in and to the Common Areas and Facilities defined under said declaration.

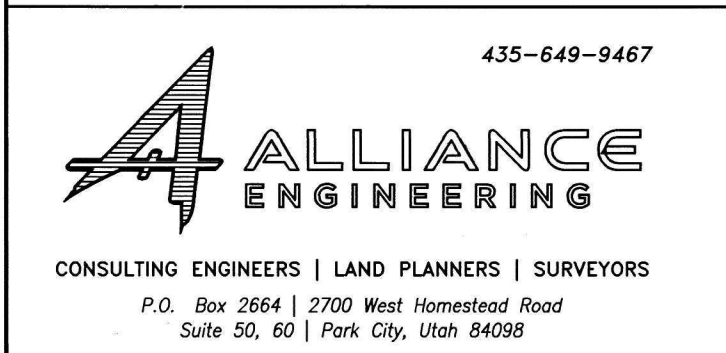
NOTES:

- This plat is subject to the Conditions of Approval in the Final Action Letter dated June 26, 2024, on file with the planning department. (PL-24-06084)
- The Conditions Approval of the Village at Empire Pass North Subdivision plot, recorded January 23, 2018, Entry No. 1085414, Conditions of Approval in Ordinance 2018-54, approved October 23, 2018, and the Village at Empire Pass Master Planned Development (POD A), approved July 28, 2004, shall continue to apply.
- Administrative Conditional Use Permit (ACUP) approval will be required prior to issuance of building permits for each of the eight dwelling units shown hereon. ACUP may be combined. All ACUP applications and approvals are subject to the Amended Development Agreement and Technical Reports as approved or amended. A construction mitigation plan, including truck routing, final grading and utility plan, including storm water and drainage plans, shall be submitted with each conditional use permit application and in advance of issuing building permits. The design for development on Moonshadow Condominiums requires approval by the City Engineer and Snyderville Basin Water Reclamation District ("SBWRD"). No building permits shall be issued until all necessary utility easements are recorded.
- An amendment to the Declaration of Condominium and a supplemental condominium plat for each unit to be constructed is required and shall be approved by Park City Municipal Corporation and recorded at Summit County prior to issuance of a certificate of occupancy. Supplemental condominium plats may be combined. The supplemental condominium plat shall be recorded by the Owner at such time as the Owner's dwelling is designed to memorialize and document the conditions of the constructed dwelling and to identify Common Area and Limited Common Area for each unit. Upon the completion of a Dwelling on the land underlying a Unit, there shall be Limited Common Areas and Facilities surrounding each Unit that extend thirty (30') feet from the rear boundary of each Unit and ten (10') feet on the sides and front boundary of each Unit (the "Buffer Areas"). The private ownership as shown on sheet 1 is a general depiction. See sheets 3 through 9 for specific private ownership of each unit.
- All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain recorded at Summit County on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"), and associated technical reports and agreements shall continue to apply. Requirements and obligations of the Development Agreement, as applicable to the lots, shall be completed, prior to issuance of certificates of occupancy for any approved development located on Moonshadow Condominiums unless otherwise noted. This includes number of shuttles in operation, provision of affordable housing units, collection mechanism for reinvestment fees, and all other such obligations as are outlined in the Development Agreement, some of which are triggered by the number of certificates of occupancy issued.
- At the time of final construction and re-plating with supplemental condominium plats, all floor area including basement area and any garage space greater than 600 square feet will be counted towards the Unit Equivalents as allowed by the Flagstaff Development Agreement. A maximum of 31 Equivalent Units of residential density may be utilized for the eight units and each unit shall not exceed 7,750 total square feet, including all floor area, including all basement areas and excluding 600 square feet of garage area. No more than eight residential PUD style units are allowed on this property. No commercial density is allocated to this property with this plat.
- Moonshadow Condominiums has no on-site affordable housing obligations. Refer to Note 5, Village at Empire Pass North Subdivision Plat.
- The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each lot or unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein. Building designs are subject to review by the Empire Pass Design Review Board.
- 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.
- At the time of plat recording, Moonshadow Condominiums includes lands within the Empire Village MPD in the RD Zone and additional lands within the ROS Zone. The ROS zoning line shall be recorded in plats submitted with the administrative conditional use permit application. All construction of units shall be restricted to the RD zoned portion. Construction disturbances within ROS portions are subject to the Amended Development Agreement and associated Technical Reports (e.g. for trails, ski runs and ski lifts, utilities, access roads, etc.). Construction on Moonshadow Condominiums shall conform to all applicable Land Management Code requirements in effect at the time of submittal of application. Setback exceptions allow a minimum front setback of fifteen (15) feet with a minimum front setback to a front facing garage of twenty (20) feet. All other Land Management Code setbacks, setback exceptions and building height requirements of the RD Zone apply. The rear yard setback is coincident with the RD/ROS Zone line for all units.
- This plat also depicts the following easements, each of which may be amended, relocated or revised, without amendment hereto, in accordance with each such easement's terms:
 - Right-of-Way and Easement Grant, recorded October 17, 2003, Entry No. 676842, Summit County Recorder's Office.
 - Grant of Nonexclusive Easement (Sewer Utility), recorded December 22, 2003, Entry No. 683570, Summit County Recorder's Office.
 - Easements as contained in Quit Claim Deed Ontario No. 2 Drain Tunnel, recorded August 27, 2002, Entry No. 630269, Summit County Recorder's Office.
 - Abandonment of Easements and Grant of Easement and Access Easement, recorded February 9, 2023, Entry No. 1200600, Summit County Recorder's Office.
 - Sanitary Sewer Easements, recorded June 10, 2021, Entry No. 1165637, Summit County Recorder's Office.
- Public safety access and public utility easements are hereby dedicated for all public and private streets. Moonshadow Court is a private road and shall be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Moonshadow Court (a private street) shall be dedicated as "Public Utility Access" for purpose of operation, maintenance and repair. Moonshadow Court is not a public road or right-of-way.
- Any proposed curb cuts for access directly to Marsac Avenue, a state highway (SR-224), must be approved by the City Engineer and Utah Department of Transportation ("UDOT"). Prior to building permit issuance for Moonshadow Condominiums, documentation from UDOT showing a valid, non-expired Conditional Access Permit and Encroachment Permit approval for access to Lot 1 Village at Empire Pass North Subdivision, also known as Moonshadow Condominiums off Marsac Avenue is required. This approval shall be submitted to the City Engineer.
- Units B through H require privately owned and operated wastewater ejector pumps for wastewater service. At the time of any resurfacing of Moonshadow Court, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of adjustments and inspection by SBWRD is required. Trees, structures and retaining walls shall not be located within SBWRD easements.
- A fire protection plan is a submittal requirement for each building permit and shall include fire protection in the form of the residential sprinklers and landscaping that complies with Urban Wildland Interface requirements of the Park City Building Department at the time of building permit issuance. Fire sprinklers will be required for new construction on the lots per the Chief Building Official at the time of review of a building permit.
- A landscape plan, including provisions for water-efficient irrigation systems and drought tolerant plantings with limited turf, is a submittal requirement for each administrative conditional use permit application and building permit. An arborist report, identifying trees and the general condition of any trees located outside of the building pad that are proposed to be removed, is required to be submitted with the landscape plans. Final landscape plans, including plans to remove trees outside of the building pad, are subject to review by the Design Review Board prior to building permit issuance.
- This development is part of a common plan of development and a MS4 Storm Water Permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance. Utility structures such as ground sleeves, transformers and other dry utility boxes must be located on the lots.
- The Private Area/Building Pad shall be considered the Limits of Disturbance for each condominium unit. An additional disturbance area within 20 feet of the building foundation shall be allowed, consistent with the Arborist reports and visual analysis. Driveways and utility installation are exempt. Construction of units, patios, retaining walls and other permanent structures, such as gazebos, hot tubs, fire pits, etc. are not allowed in the ROS zoned area.
- Public trails constructed and or re-constructed shall be within a fifteen foot public trail easement.
- A twenty to thirty-foot (20'-30') wide waterline easement and access easement is dedicated to Park City Water Service District 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.
- A ten foot (10') wide snow storage easement along the private street frontage of all units shall be dedicated to the Empire Pass Master Owners Association.
- This first amended and restated plat of Moonshadow Condominiums defines the private and limited common ownership of units A, B, C, D, E, F and H. This plat amendment also reflects changes in easements that have occurred since the recording of the original plat.
- See recorded survey S-11673 in the Office of the Recorder, Summit County, Utah.

THIS FIRST AMENDED AND RESTATED PLAT
SUPERSEDES MOONSHADOW CONDOMINIUMS,
RECORDED JULY 1, 2019, AS ENTRY NO. 1113512
IN THE SUMMIT COUNTY RECORDER'S OFFICE.

SHEET 1 OF 8

1/26/24 JOB NO.: 13-9-21 FILE: X:\Empire\dwg\src\plat2023\Moonshadow\130921amd.dwg



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 26 DAY OF July, 2024

BY [Signature]

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 26TH DAY OF JUNE, 2024

BY [Signature] CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 1 DAY OF August, 2024

BY [Signature] PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 6th DAY OF August, 2024

BY [Signature] PARK CITY ATTORNEY

PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS 15th DAY OF August, 2024

BY [Signature] SUMMIT COUNTY GIS COORDINATOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF SNOW COUNTRY LOGGING LLC

\$416.00 FEE

Stacey Reas DEPUTY RECORDER

TIME 4:13 PM DATE 8/13/24 ENTRY NO. 1223761

UNITS A, B, C, G & H
OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Snow Country Lodging, LLC, a Utah limited liability company, as to Units A, B, C, G and H, does hereby certify that it has caused this Plat to be prepared, to be known hereafter as MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED, and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City and Snyderville Basin Water Reclamation District all the easements and required utilities and easements shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 18th day of July, 2024.

Snow Country Lodging, LLC, a Utah limited liability company

By: Trent E. Timmons, Manager

ACKNOWLEDGEMENT

State of Utah)
: ss.

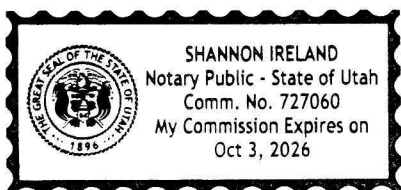
County of Summit)

On this 18 day of July, 2024, Trent E. Timmons 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 Manager of Snow Country Lodging, LLC, a Utah limited liability company, 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 MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED.

Shannon Ireland
Notary Public commissioned in Summit
Printed Name
Residing in: Wasatch

My commission expires: October 3, 2026

Commission No. 727060



UNIT D
OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Marcia C. Seremet and Dennis M. Seremet, Trustees of the Marcia C. Seremet Qualified Personal Residence Trust U/A dated November 30, 2009, as to Unit D, with an undivided 50% interest in the herein described Moonshadow Condominiums Unit, hereby certify that they have caused this Plat to be prepared, to be known hereafter as MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED and do hereby consent to the recordation of this Plat.

ALSO, the owners or their representative, hereby irrevocably offer for dedication to the city of Park City and Snyderville Basin Water Reclamation District all the easements and required utilities and easements shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set her hand
this 24 day of July, 2024.

Marcia C. Seremet Qualified Personal Residence Trust U/A
dated November 30, 2009

By: Marcia C. Seremet
Marcia C. Seremet, Trustee

In witness whereof, the undersigned set his hand
this 24 day of July, 2024.

Marcia C. Seremet Qualified Personal Residence Trust U/A
dated November 30, 2009

By: Dennis M. Seremet
Dennis M. Seremet, Trustee

ACKNOWLEDGMENT

State of Utah)
: ss.

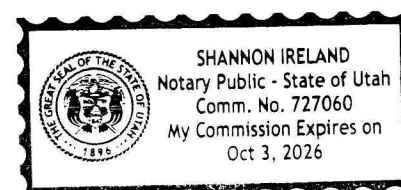
County of Summit)

On this 24 day of July, 2024, Marcia C. Seremet 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 a Trustee of the Marcia C. Seremet Qualified Personal Residence Trust U/A dated November 30, 2009, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED.

Shannon Ireland
Notary Public commissioned in Summit
Printed Name
Residing in: Wasatch

My commission expires: October 3, 2026

Commission No. 727060



ACKNOWLEDGMENT

State of Utah)
: ss.

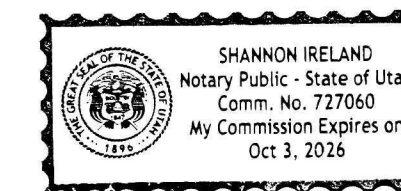
County of Summit)

On this 24 day of July, 2024, Dennis M. Seremet 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 a Trustee of the Marcia C. Seremet Qualified Personal Residence Trust U/A dated November 30, 2009, and that said document was signed by him on behalf of said Trust by authority of the Trust, and he acknowledged to me that he executed MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED.

Shannon Ireland
Notary Public commissioned in Summit
Printed Name
Residing in: Wasatch

My commission expires: October 3, 2026

Commission No. 727060



UNIT D
OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Dennis M. Seremet and Marcia C. Seremet, Trustees of the Dennis M. Seremet Qualified Personal Residence Trust U/A dated November 30, 2009, as to Unit D, with an undivided 50% interest in the herein described Moonshadow Condominiums Unit, hereby certify that they have caused this Plat to be prepared, to be known hereafter as MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED, and do hereby consent to the recordation of this Plat.

ALSO, the owners or their representative, hereby irrevocably offer for dedication to the city of Park City and Snyderville Basin Water Reclamation District all the easements and required utilities and easements shown on this Plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand
this 24 day of July, 2024.

Dennis M. Seremet Qualified Personal Residence Trust U/A
dated November 30, 2009

By: Dennis M. Seremet
Dennis M. Seremet, Trustee

In witness whereof, the undersigned set her hand
this 24 day of July, 2024.

Dennis M. Seremet Qualified Personal Residence Trust U/A
dated November 30, 2009

By: Marcia C. Seremet
Marcia C. Seremet, Trustee

ACKNOWLEDGMENT

State of Utah)
: ss.

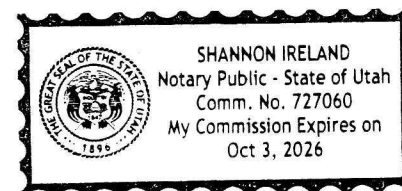
County of Summit)

On this 24 day of July, 2024, Dennis M. Seremet 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 a Trustee of the Dennis M. Seremet Qualified Personal Residence Trust U/A dated November 30, 2009, and that said document was signed by him on behalf of said Trust by authority of the Trust, and he acknowledged to me that he executed MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED.

Shannon Ireland
Notary Public commissioned in Summit
Printed Name
Residing in: Wasatch

My commission expires: October 3, 2026

Commission No. 727060



ACKNOWLEDGMENT

State of Utah)
: ss.

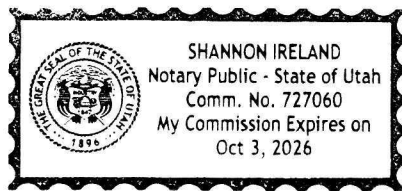
County of Summit)

On this 24 day of July, 2024, Marcia C. Seremet 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 a Trustee of the Dennis M. Seremet Qualified Personal Residence Trust U/A dated November 30, 2009, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED.

Shannon Ireland
Notary Public commissioned in Summit
Printed Name
Residing in: Wasatch

My commission expires: October 3, 2026

Commission No. 727060



UNIT E
OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Moonshadow Mountain, LLC, an Arizona limited liability company, as to Unit E, does hereby certify that it has caused this Plat to be prepared, to be known hereafter as MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED, and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City and Snyderville Basin Water Reclamation District all the easements and required utilities and easements shown on this Plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand
this 22 day of July, 2024.

Moonshadow Mountain, LLC, an Arizona limited liability company

By: The McDonald Revocable Living Trust, created October 5, 1998,
its sole member
Scott McDonald
Scott McDonald, Trustee

In witness whereof, the undersigned set her hand
this 22 day of July, 2024.

Moonshadow Mountain, LLC, an Arizona limited liability company

By: The McDonald Revocable Living Trust, created October 5, 1998,
its sole member
Erin McDonald
Erin McDonald, Trustee

ACKNOWLEDGEMENT

State of California)
: ss.

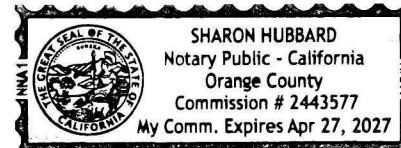
County of Orange)

On this 22 day of July, 2024, Scott McDonald 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 a Trustee of The McDonald Revocable Living Trust, created October 5, 1998, sole Member of Moonshadow Mountain, LLC, an Arizona limited liability company, 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 MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED.

A Notary Public commissioned in Orange County
Sharon Hubbard
Printed Name
Residing in: Orange County

My commission expires: April 27, 2027

Commission No. 2443577



ACKNOWLEDGEMENT

State of California)
: ss.

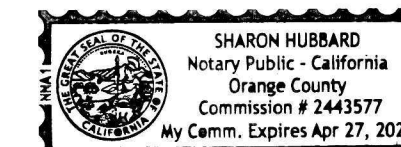
County of Orange)

On this 22 day of July, 2024, Erin McDonald 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 a Trustee of The McDonald Revocable Living Trust, created October 5, 1998, sole Member of Moonshadow Mountain, LLC, an Arizona limited liability company, and that said document was signed by her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and she acknowledged to me that she executed MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED.

A Notary Public commissioned in Orange County
Sharon Hubbard
Printed Name
Residing in: Orange County

My commission expires: April 27, 2027

Commission No. 2443577



UNIT F
OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that ODFAM West, LLC, a Utah limited liability company, as to Unit F, does hereby certify that it has caused this Plat to be prepared, to be known hereafter as MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED, and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City and Snyderville Basin Water Reclamation District all the easements and required utilities and easements shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set her hand this 19th day of July, 2024.

ODFAM West, LLC, a Utah limited liability company

By: Lindsay N. O'Donnell
Lindsay N. O'Donnell, Managing Member

ACKNOWLEDGEMENT

State of Utah)
: ss.

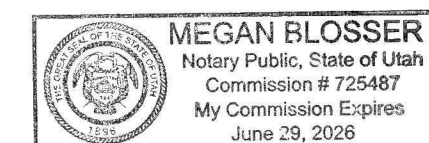
County of Summit)

On this 19th day of July, 2024, Lindsay N. O'Donnell 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 a Managing Member of ODFAM West, LLC, a Utah limited liability company, and that said document was signed by her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and she acknowledged to me that she executed MOONSHADOW CONDOMINIUMS FIRST AMENDED AND RESTATED.

Megan Blosser
Notary Public commissioned in Summit County
Printed Name
Residing in: Weber County

My commission expires:

Commission No. 725487



MOONSHADOW CONDOMINIUMS
FIRST AMENDED AND RESTATED

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTH HALF OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 13-9-21 FILE: X:\Empire\dwg\srv\plat2023\Moonshadow\130921amd.dwg

RECORDED

STATE OF UTAH - COUNTY OF SUMMIT - AND FILED

AT THE ENTRY NO. **01223761**

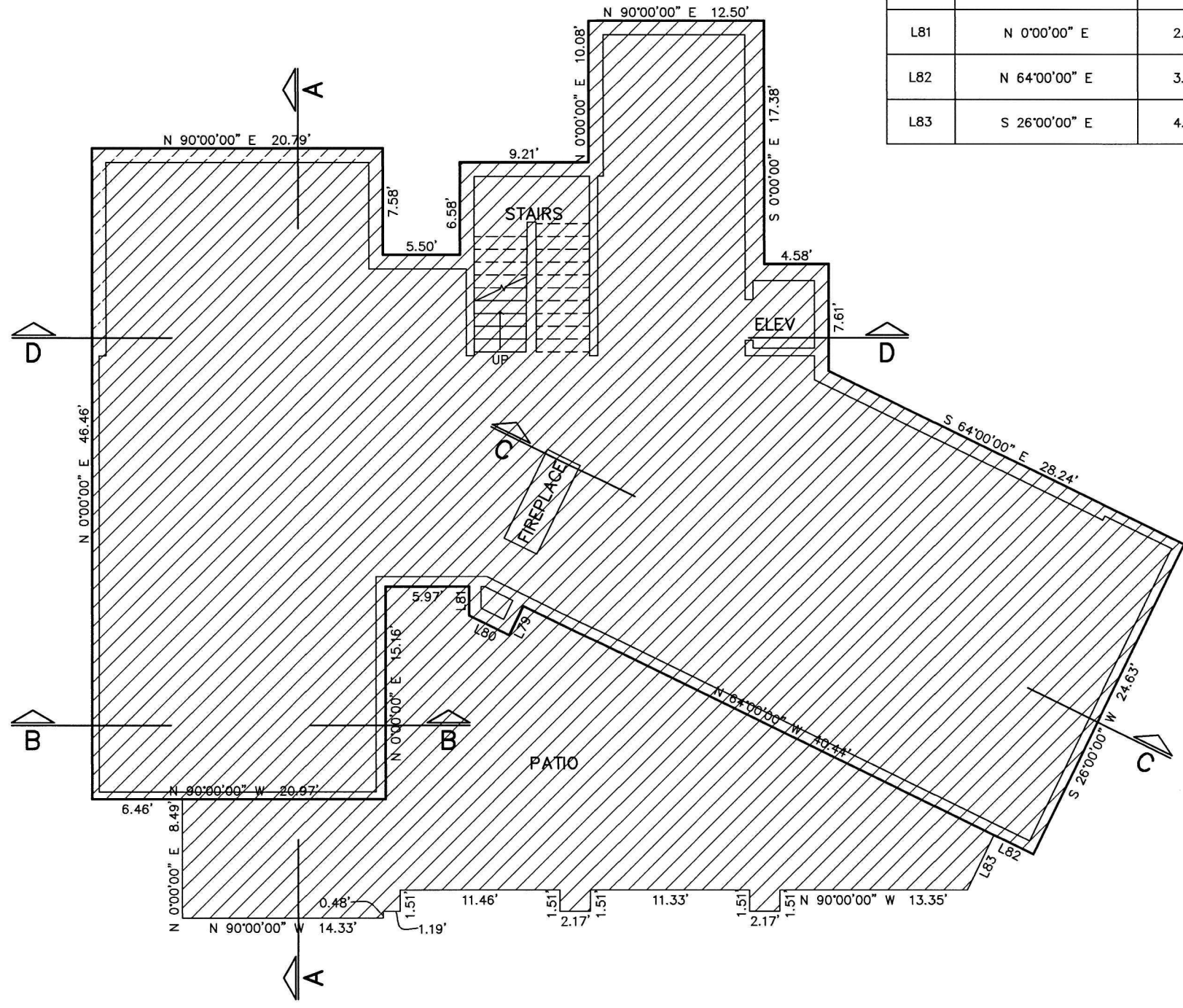
08/13/2024 04:13:56 PM B: 2828 P: 1521

PLAT PAGE 1/1

PHOTON FRACTIS: SUMMIT COUNTY RECORDER

DATE TIME ENTRY NO.

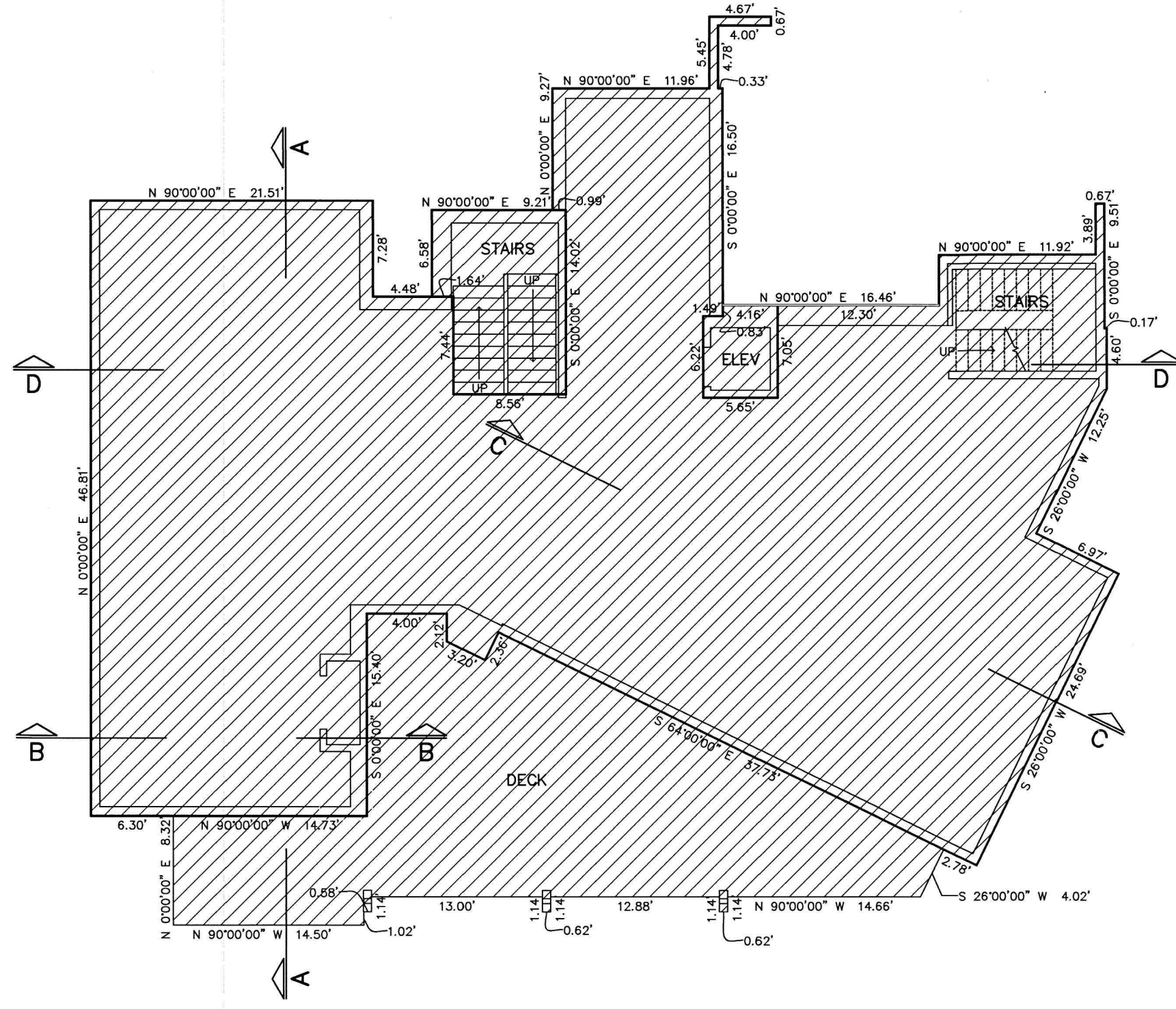
LINE TABLE		
LINE	DIRECTION	LENGTH
L79	S 26°00'00" W	2.31'
L80	N 64°00'00" W	3.20'
L81	N 0°00'00" E	2.06'
L82	N 64°00'00" E	3.08'
L83	S 26°00'00" E	4.36'



LOWER LEVEL

SCALE: 1" = 10'

	COMMON AREA OWNERSHIP
	PRIVATE OWNERSHIP



MAIN LEVEL

SCALE: 1" = 10'

MAXIMUM GROSS FLOOR AREA (MGFA)

LEVEL	AREA (SQ FT)
LOWER	2,688
MAIN	2,921
GARAGE	161
TOTAL	5,770

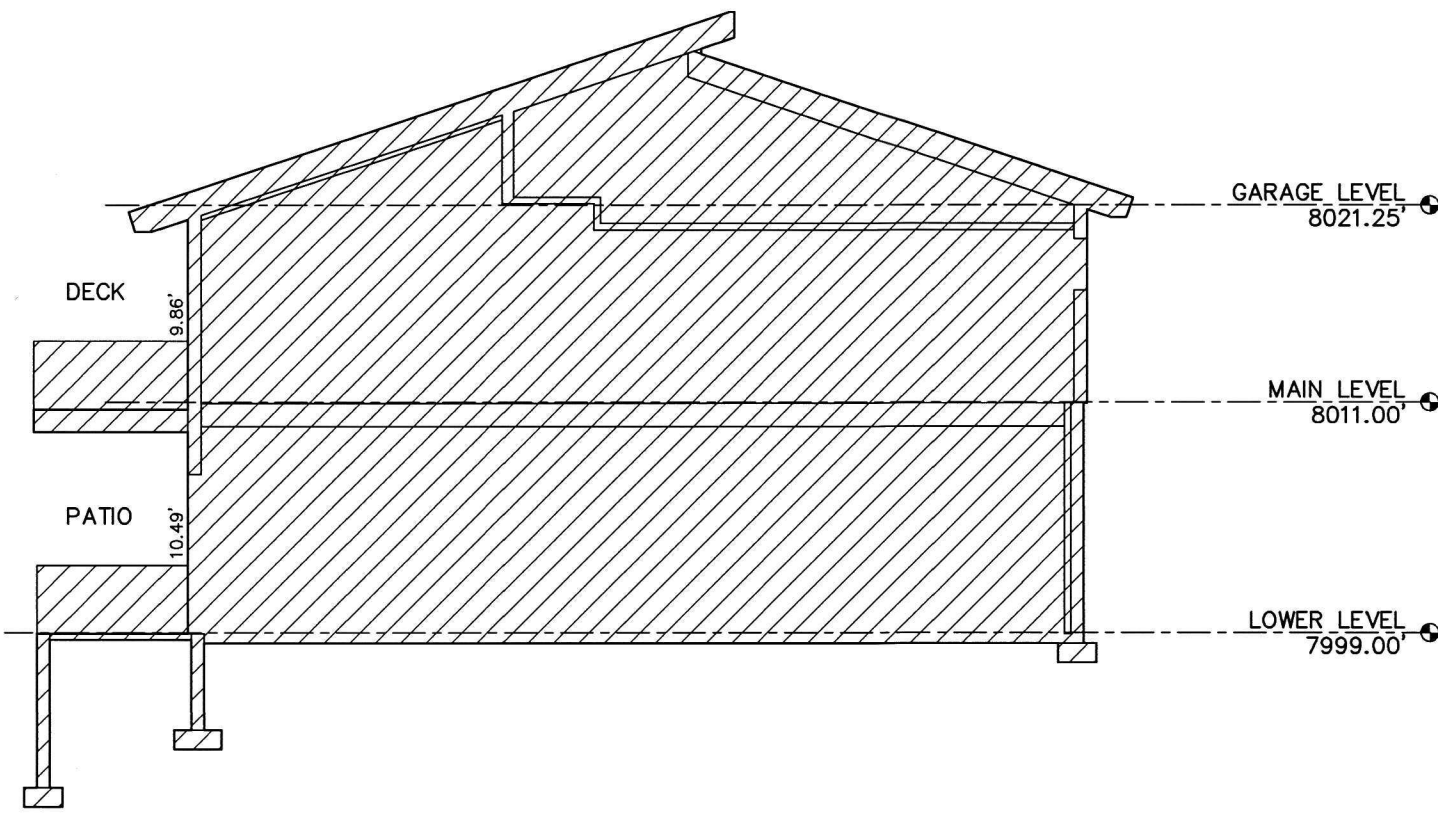
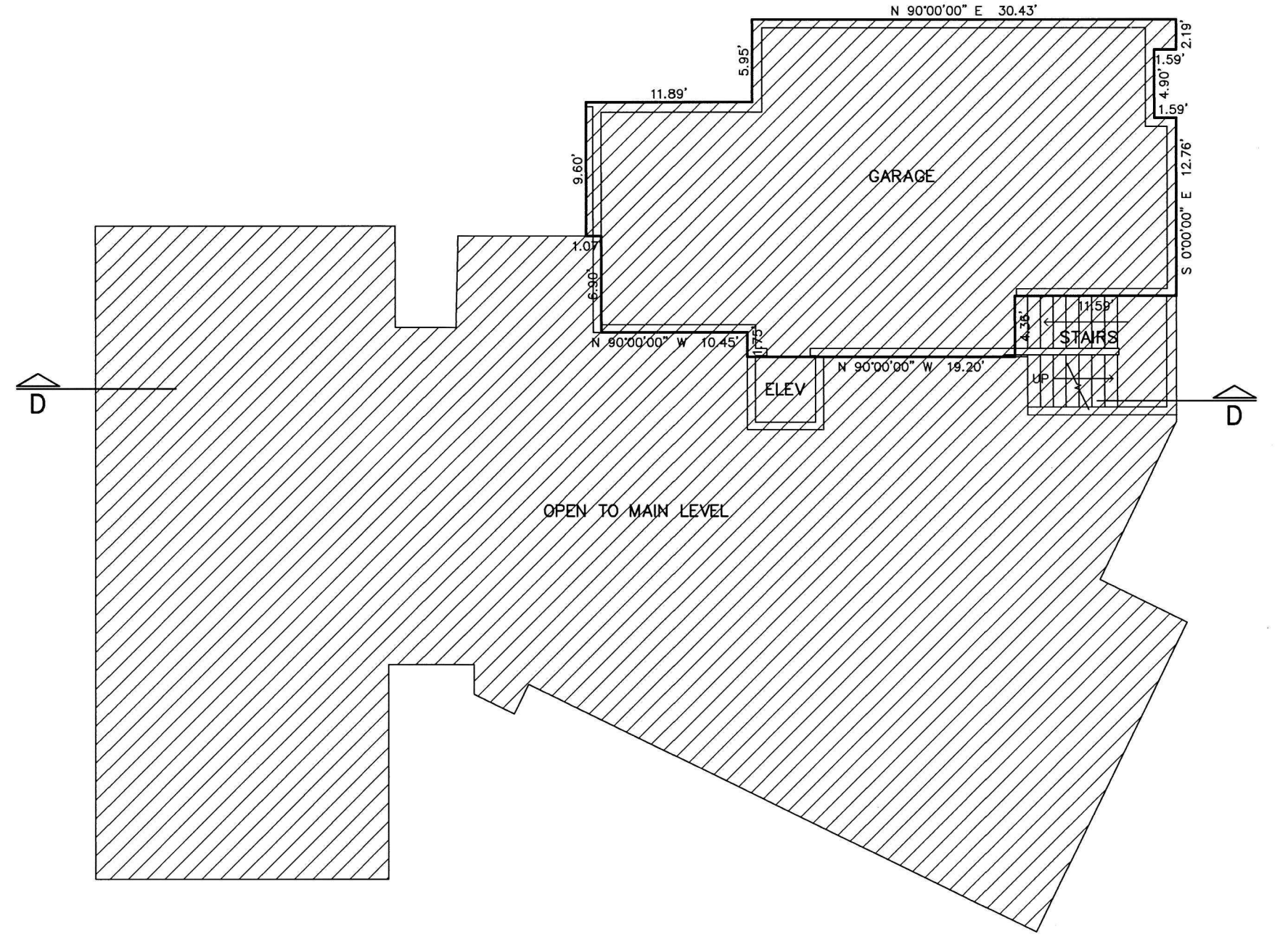
GARAGE AREA EXCLUDED FROM MGFA = 600 SQ FT

UNIT AREA TABLE

LEVEL	AREA (SQ FT)
LOWER	2,688
MAIN	2,921
TOTAL	5,609
GARAGE	761
PATIO	739
DECK	729

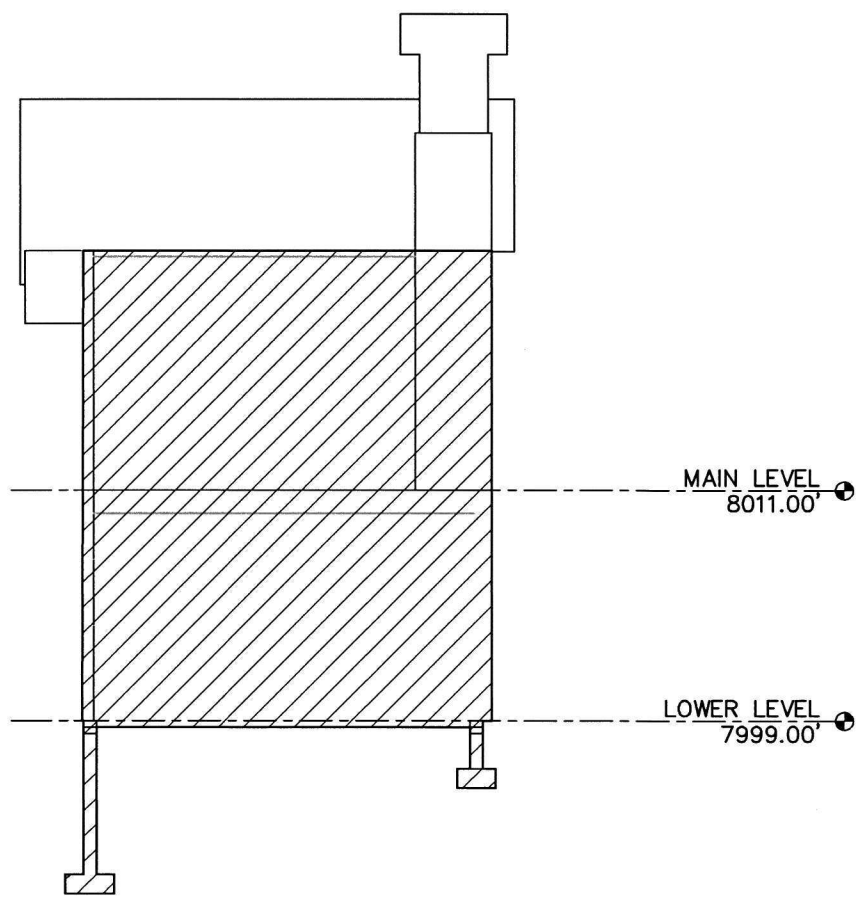
UPPER LEVEL

SCALE: 1" = 10'



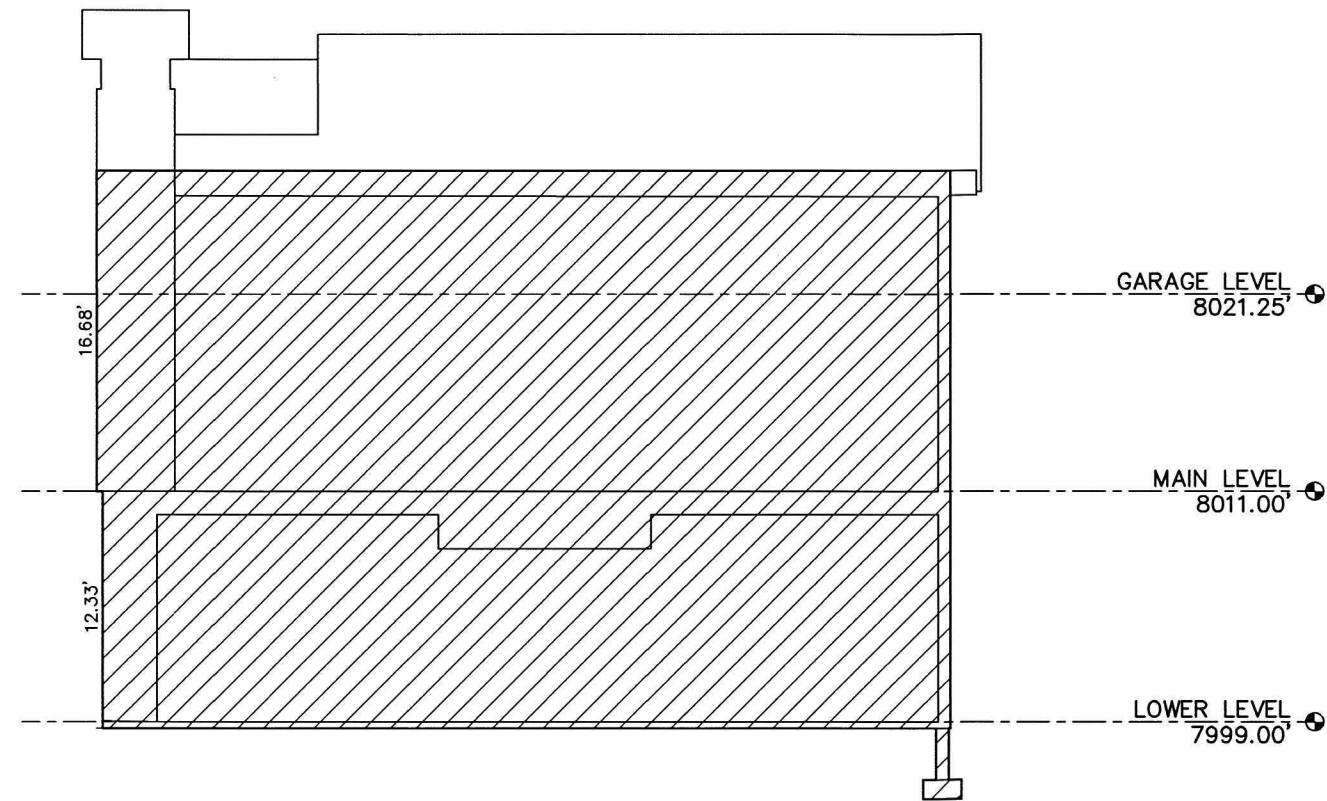
SECTION A-A

SCALE: 1" = 10'



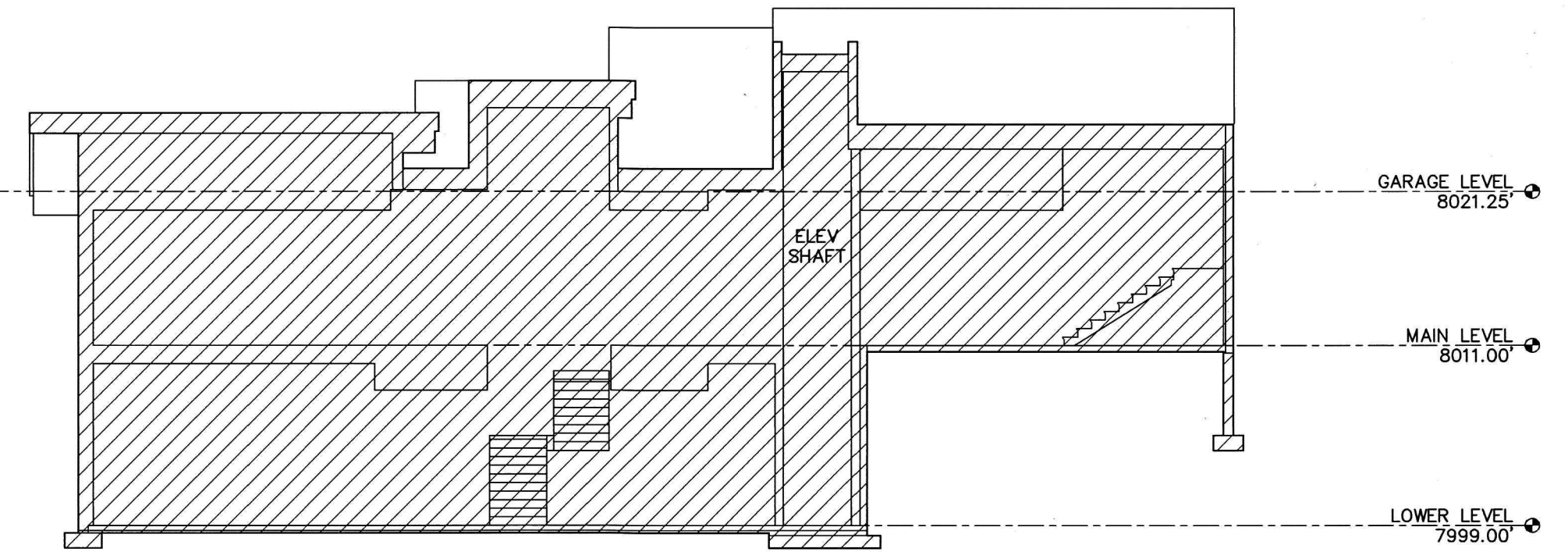
SECTION B-B

SCALE: 1" = 10'



SECTION C-C

SCALE: 1" = 10'



SECTION D-D

SCALE: 1" = 10'

UNIT A

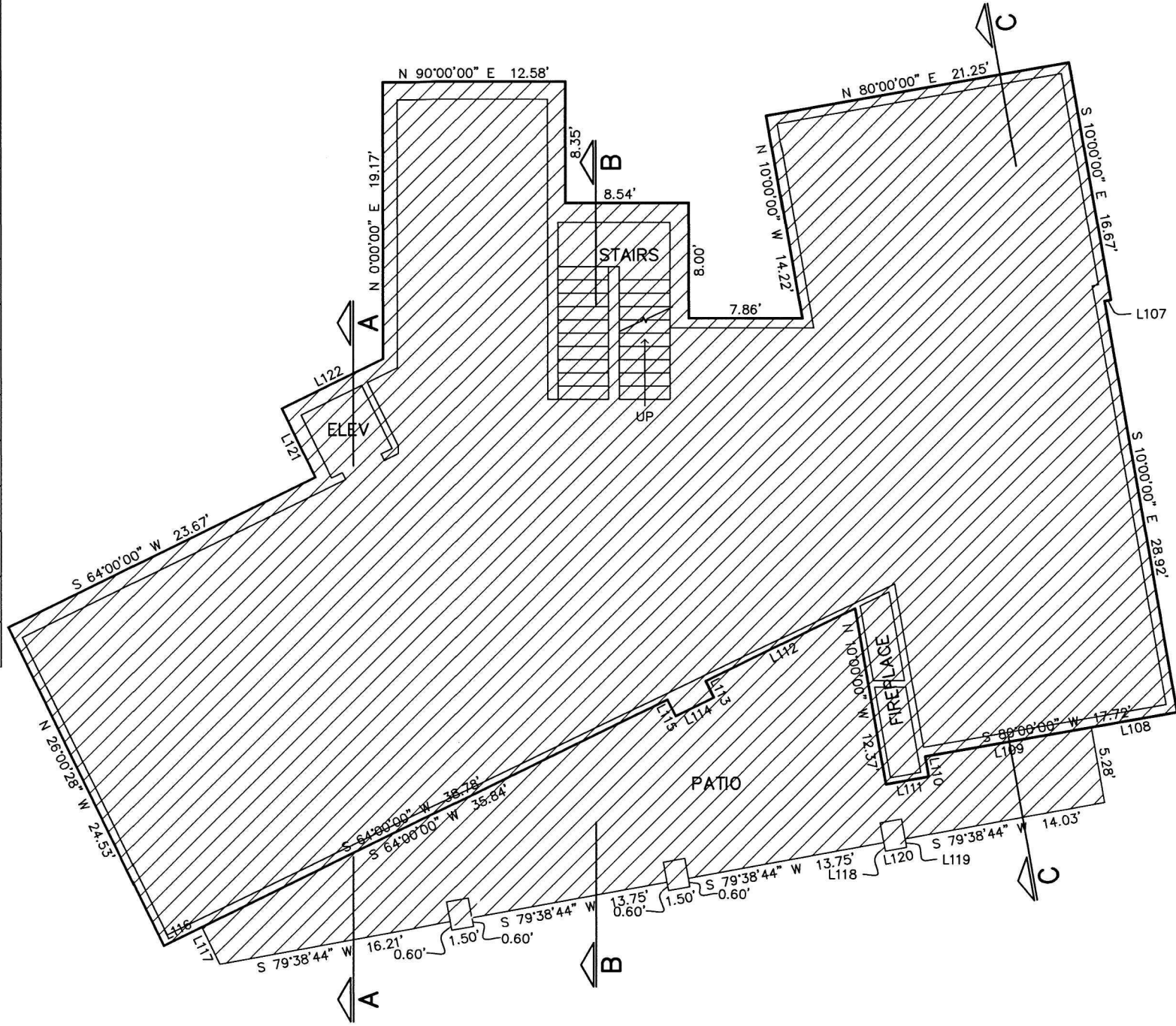
MOONSHADOW CONDOMINIUMS

FIRST AMENDED AND RESTATED

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTH HALF OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

LINE TABLE		
LINE	DIRECTION	LENGTH
L107	S 80°00'00" W	0.46'
L108	S 80°00'00" W	6.05'
L109	S 80°00'00" W	11.67'
L110	S 10°00'00" E	1.42'
L111	S 80°00'00" W	3.01'
L112	S 84°00'00" W	11.47'
L113	S 26°00'00" E	1.28'
L114	S 84°00'00" W	2.94'
L115	N 26°00'00" W	1.28'
L116	S 84°00'00" W	2.94'
L117	N 26°00'00" W	2.86'
L118	S 10°21'17" E	0.60'
L119	S 10°21'17" E	0.60'
L120	S 79°38'44" W	1.50'
L121	N 26°00'00" W	5.29'
L122	N 64°00'00" E	7.83'

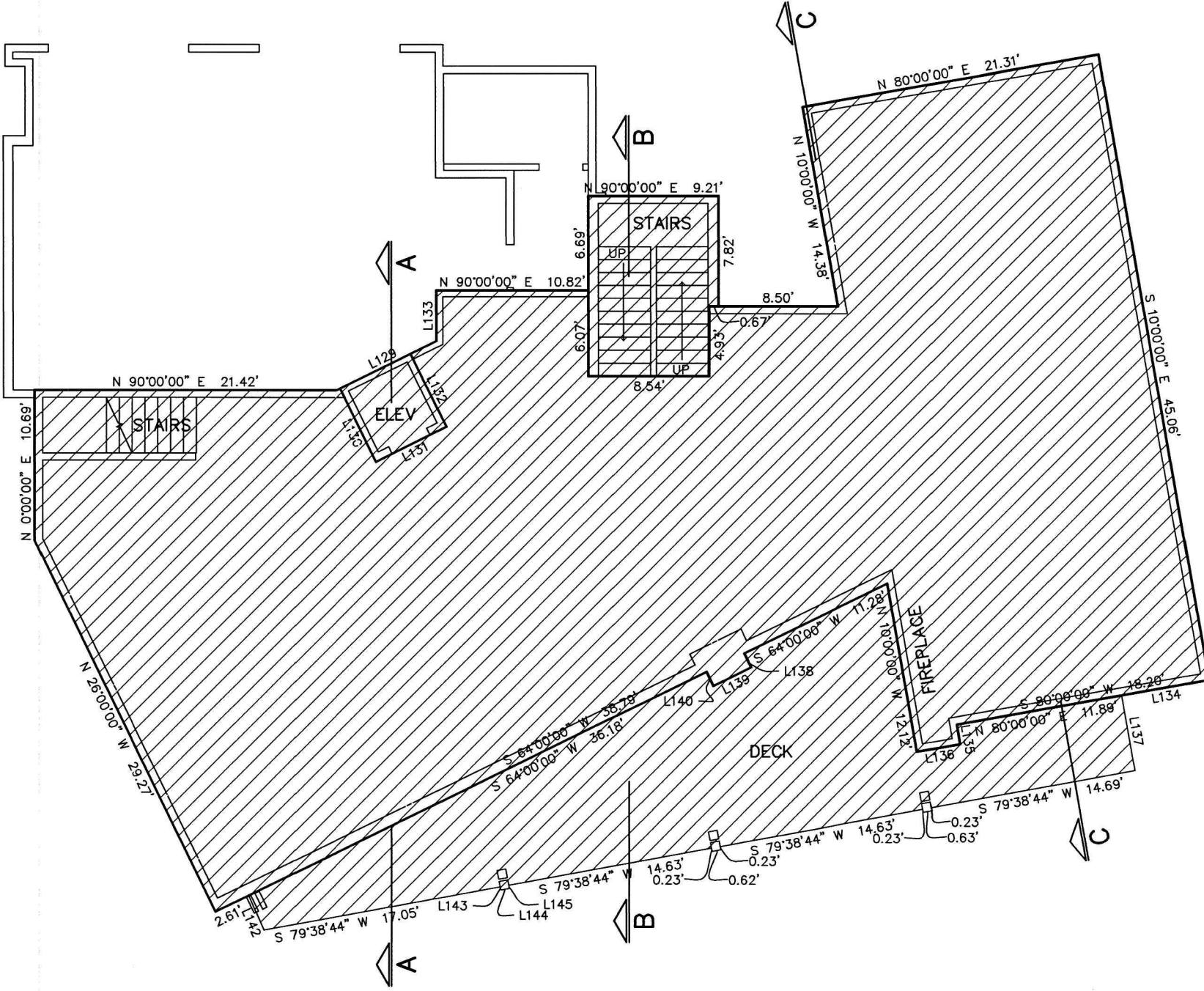


LOWER LEVEL

SCALE: 1" = 10'

COMMON AREA OWNERSHIP
PRIVATE OWNERSHIP

LINE TABLE		
LINE	DIRECTION	LENGTH
L129	N 64°00'00" E	7.90'
L130	N 26°00'00" W	5.80'
L131	S 84°00'00" W	5.53'
L132	S 26°00'00" E	5.73'
L133	N 0°00'00" E	3.61'
L134	N 80°00'00" E	6.31'
L135	S 10°00'00" E	1.42'
L136	S 80°00'00" W	3.11'
L137	S 10°00'00" E	5.41'
L138	S 26°00'00" E	1.10'
L139	S 64°00'00" W	3.03'
L140	N 26°00'00" W	1.10'
L141	N 64°00'00" E	2.61'
L142	N 26°00'00" W	2.73'
L143	N 10°21'17" W	0.23'
L144	S 79°38'43" W	0.63'
L145	S 10°21'17" E	0.23'



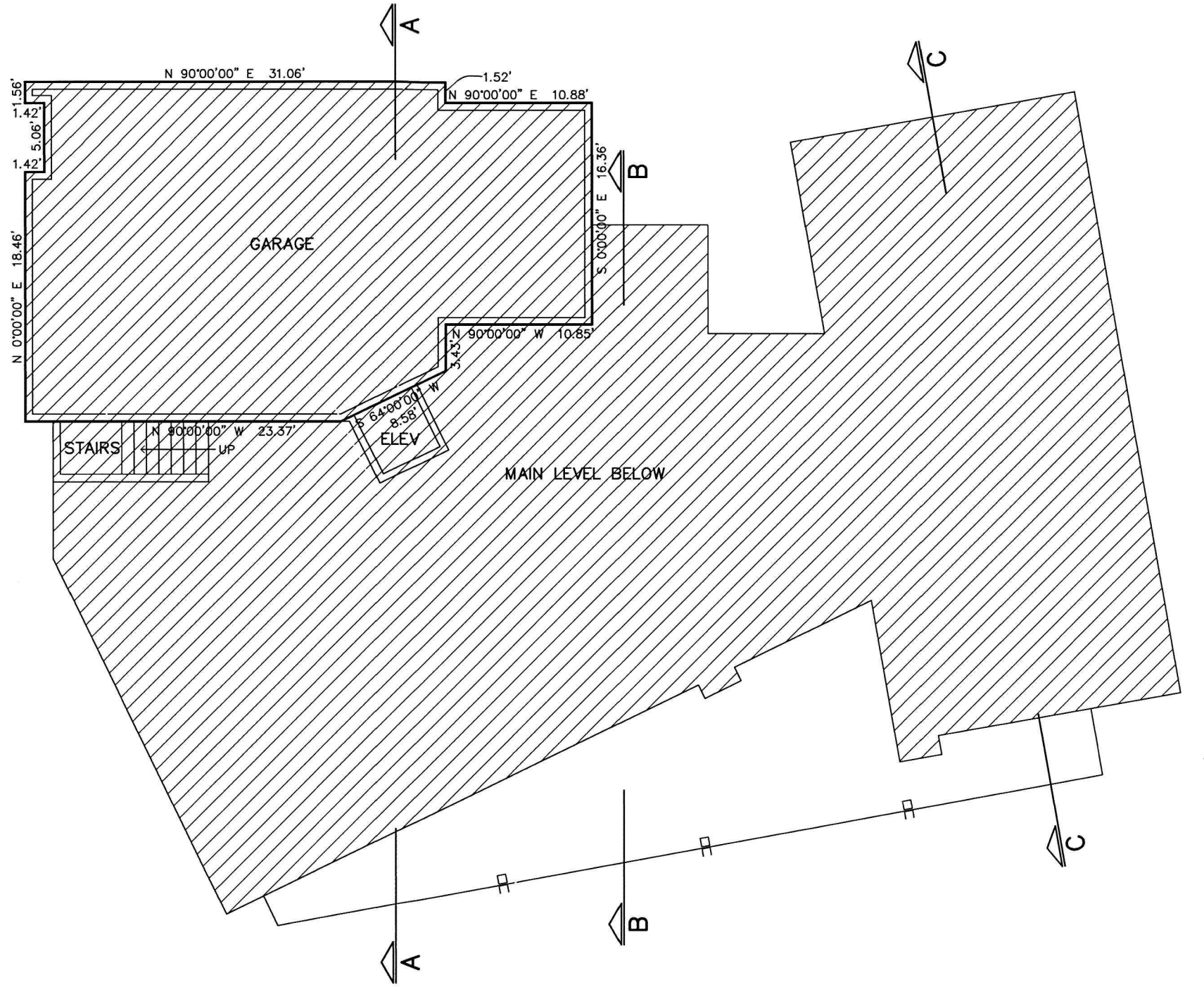
MAIN LEVEL

SCALE: 1" = 10'

MAXIMUM GROSS FLOOR AREA (MGFA)

LEVEL	AREA (SQ FT)
LOWER	2,711
MAIN	2,589
GARAGE	336
TOTAL	5,636

GARAGE AREA EXCLUDED FROM MGFA = 600 SQ FT

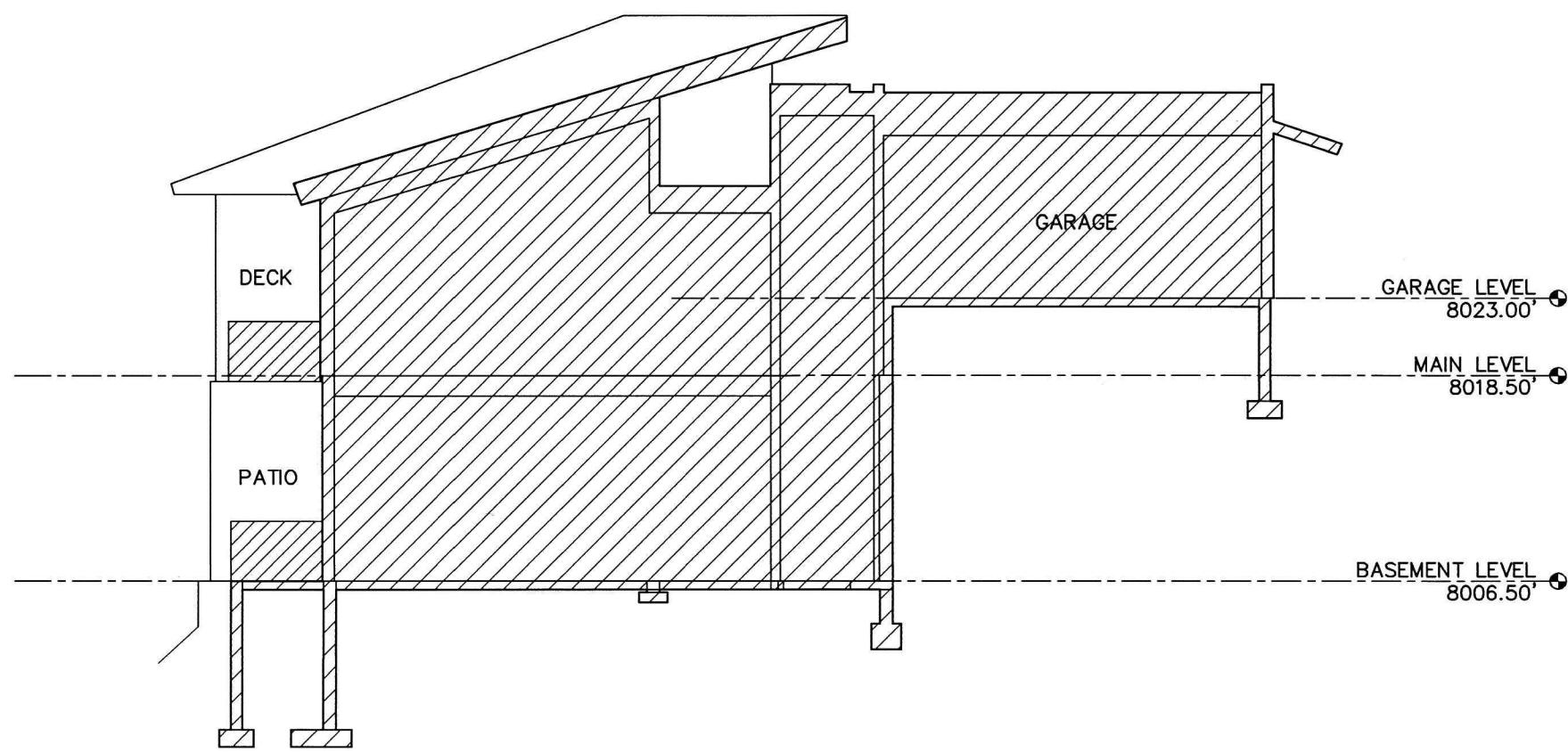


UNIT AREA TABLE

LEVEL	AREA (SQ FT)
LOWER	2,711
MAIN	2,589
TOTAL	5,300
GARAGE	936
PATIO	533
DECK	531

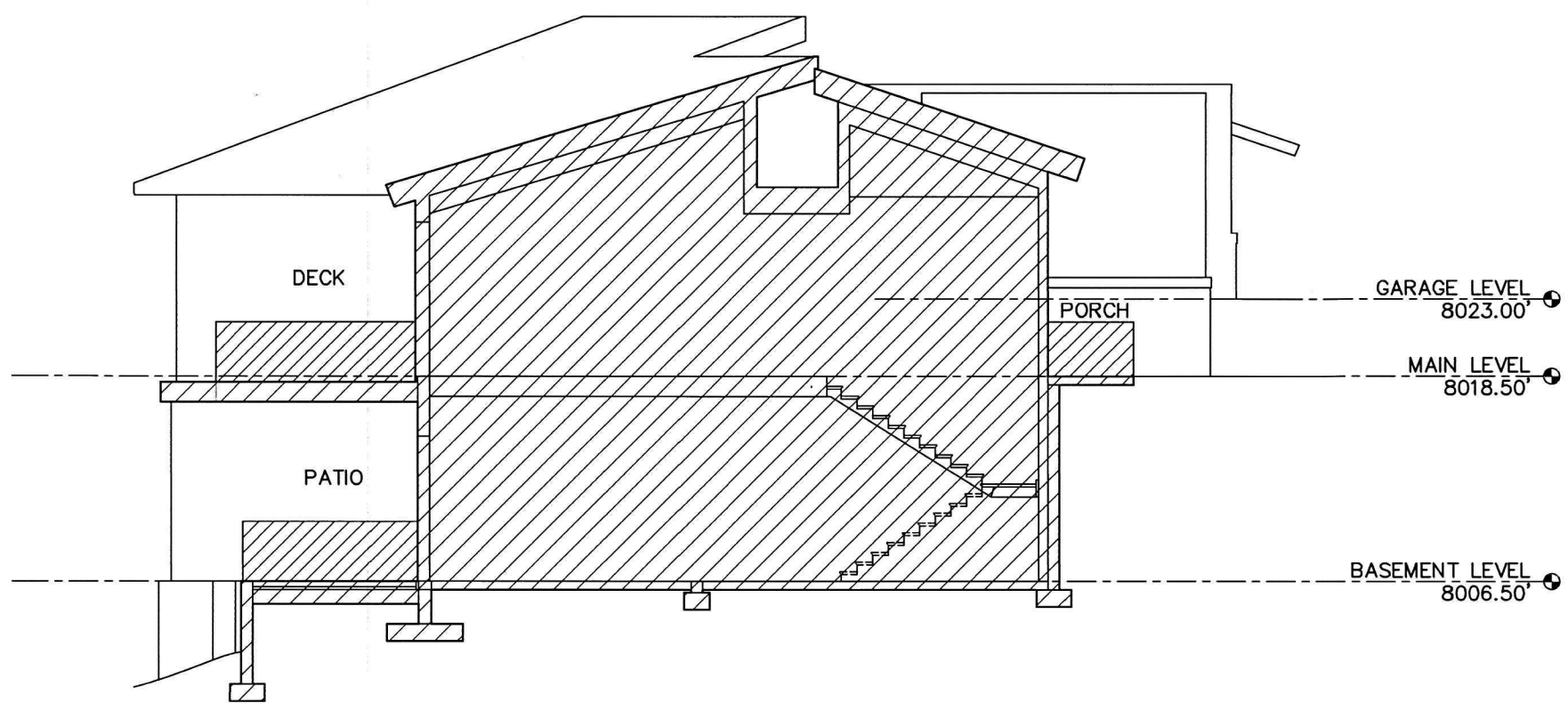
UPPER LEVEL

SCALE: 1" = 10'



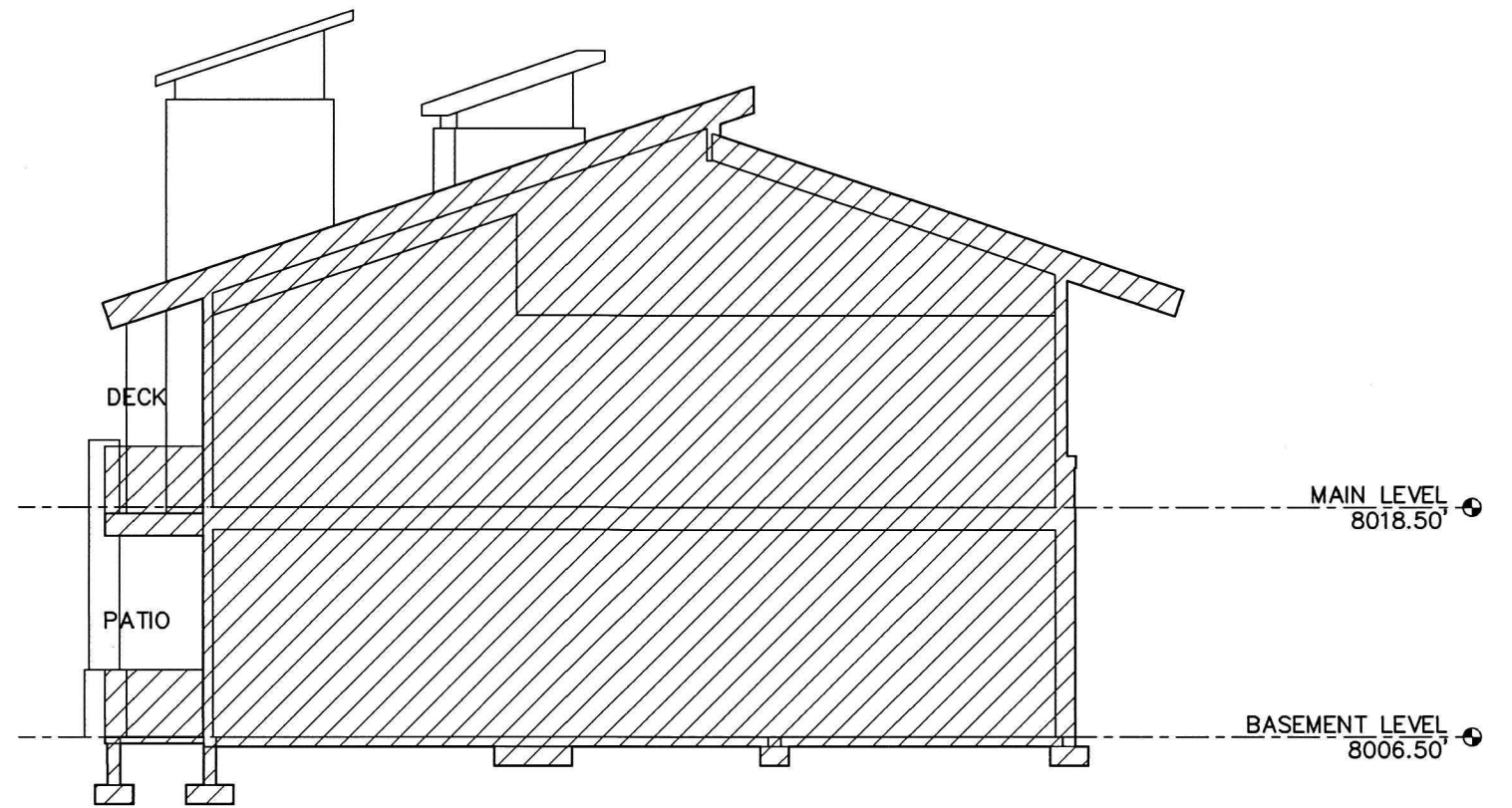
SECTION A-A

SCALE: 1" = 10'



SECTION B-B

SCALE: 1" = 10'



SECTION C-C

SCALE: 1" = 10'

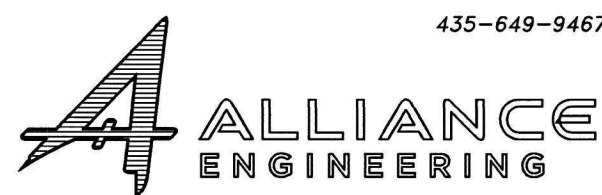
UNIT B

MOONSHADOW CONDOMINIUMS

FIRST AMENDED AND RESTATED

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTH HALF OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS
P.O. Box 3664 | 2700 West Homestead Road
Suite 50, 60 | Park City, Utah 84098

SHEET 4 OF 8

JOB NO.: 13-9-21 FILE: X:\Empire\dwg\srw\plat2023\Moonshadow\130921amd.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT TH ENTRY NO. 01223761

08/13/2024 04:13:56 PM B: 2828 P: 1521

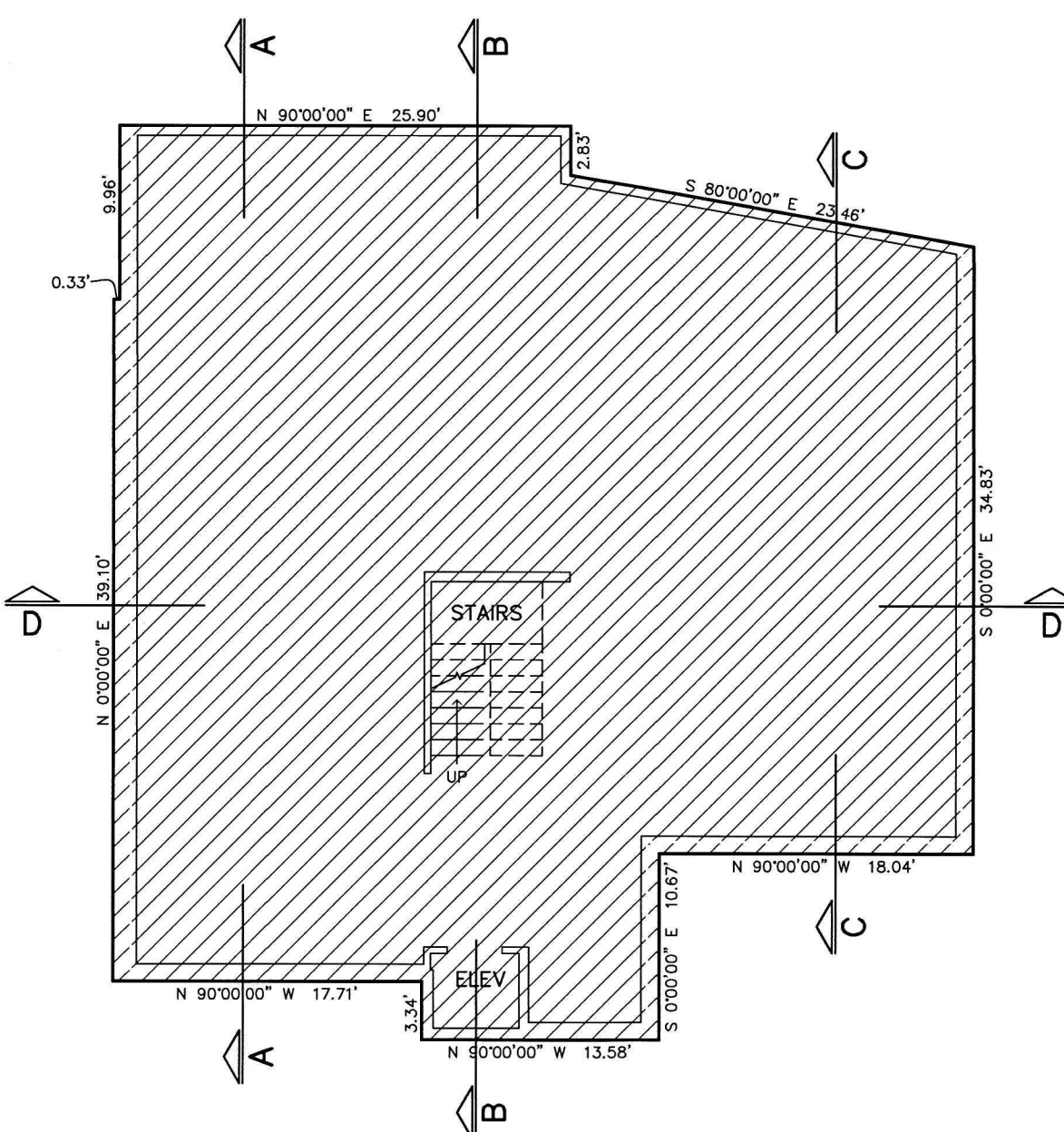
P144 PAGE 1/1

RHONDA FRICKE, SUMMIT COUNTY RECORDER

FEE: 416.00 BY SNOU COUNTRY LODGING LLC

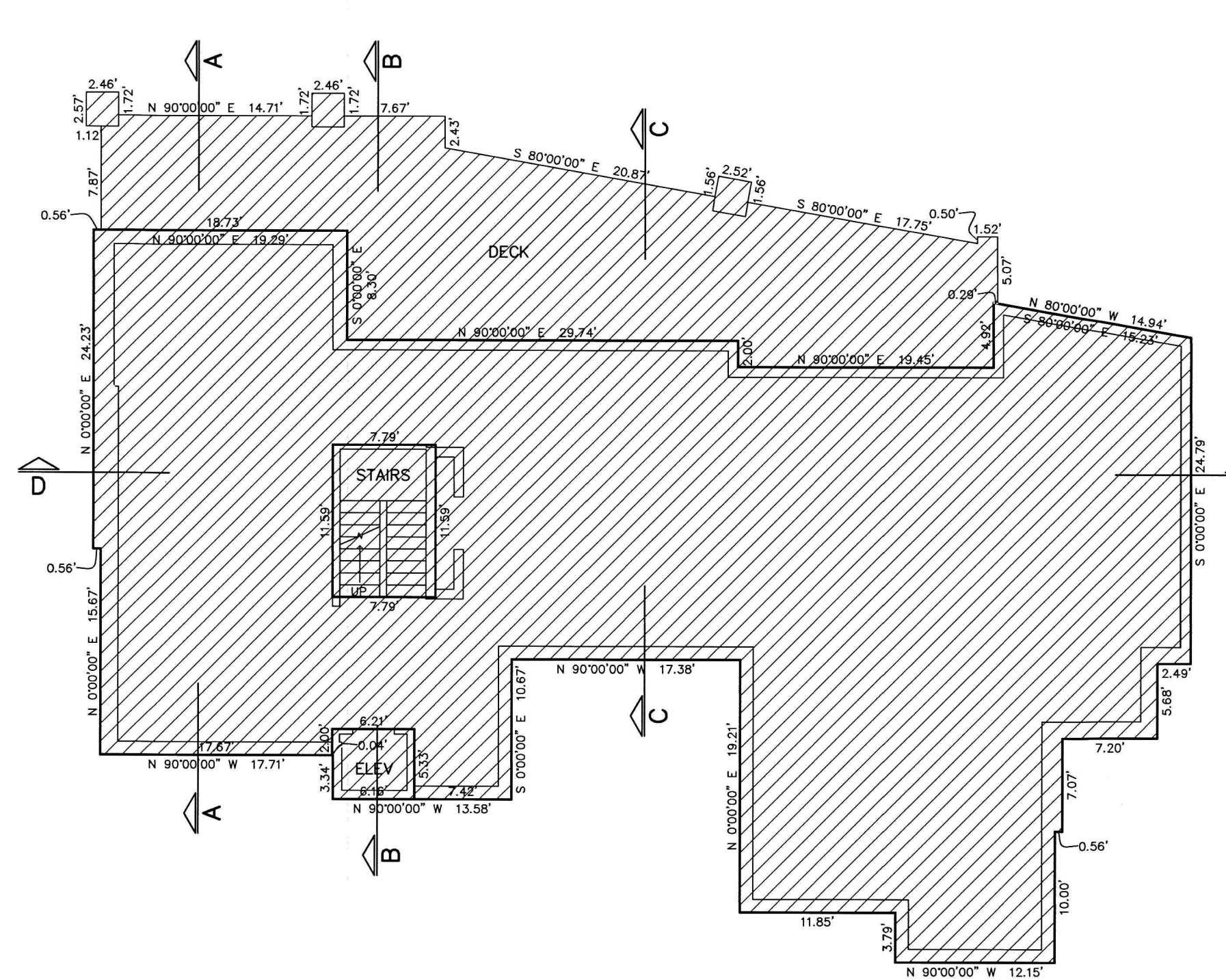
DATE TIME ENTRY NO.

7/26/24



BASEMENT

SCALE: 1" = 10'



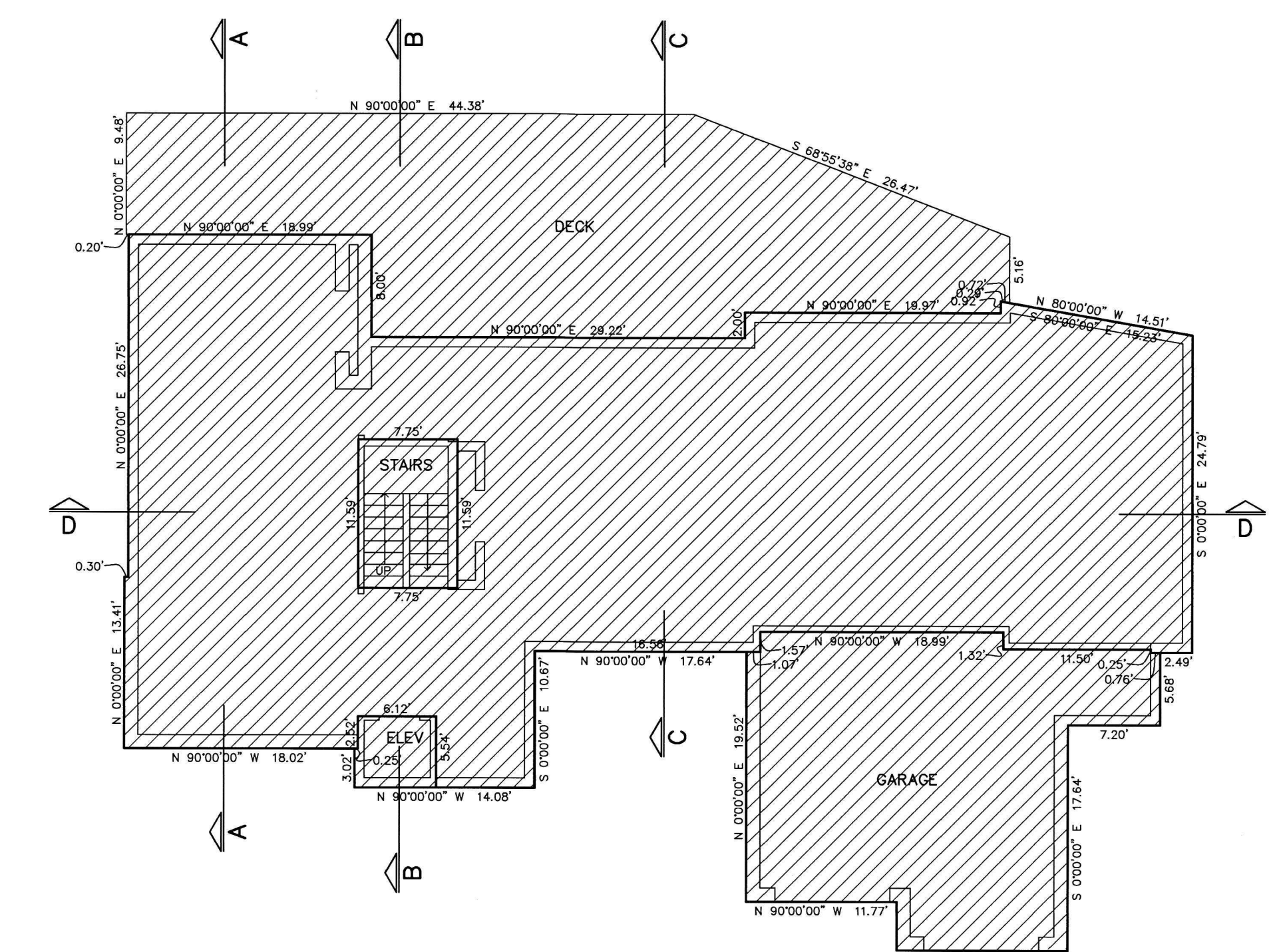
LOWER LEVEL

SCALE: 1" = 10'

MAXIMUM GROSS FLOOR AREA (MGFA)

LEVEL	AREA (SQ FT)
BASEMENT	2,218
LOWER	2,875
MAIN	2,387
GARAGE	13
TOTAL	7,493

GARAGE AREA EXCLUDED FROM MGFA = 600 SQ FT



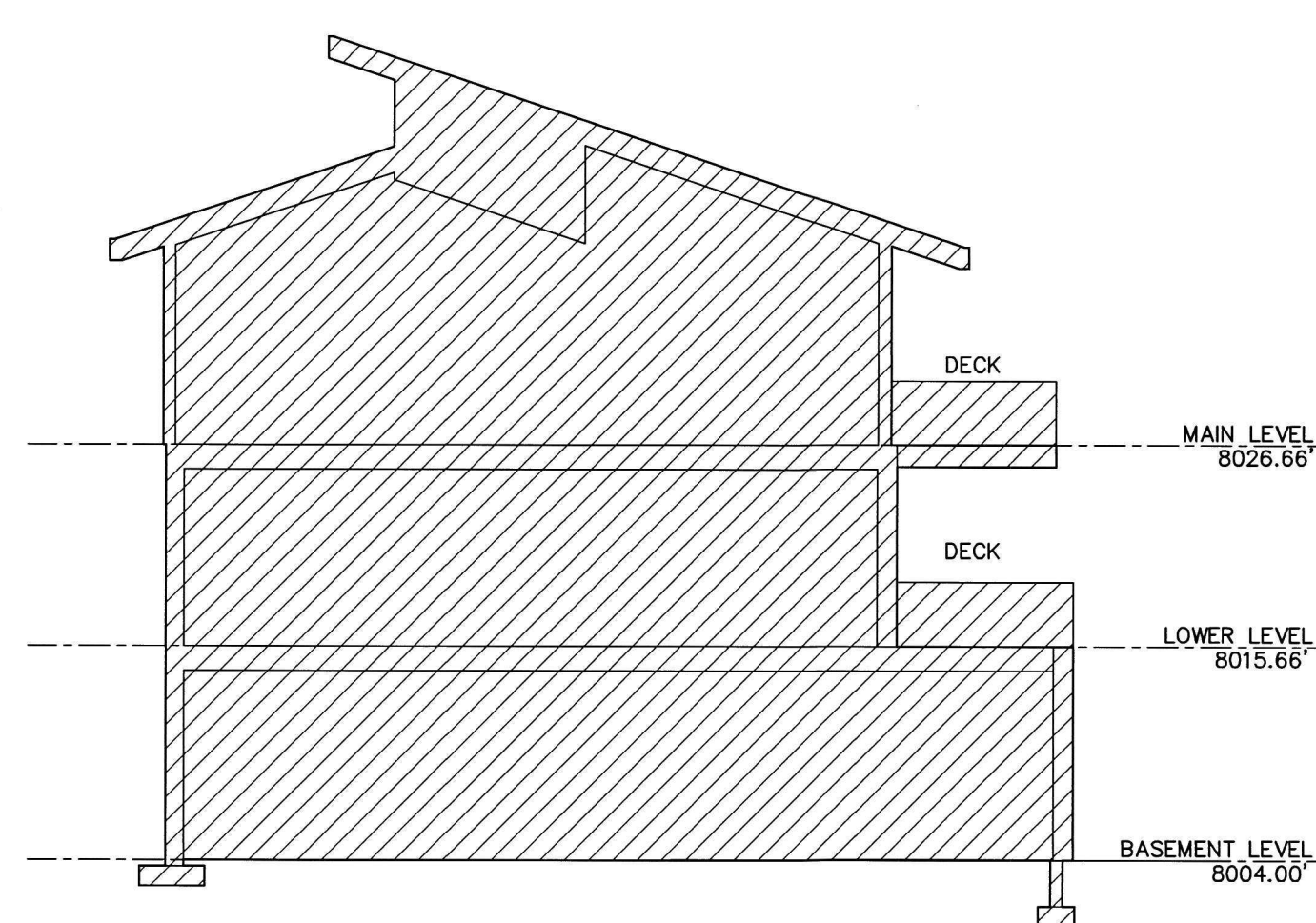
MAIN LEVEL

SCALE: 1" = 10'

UNIT AREA TABLE

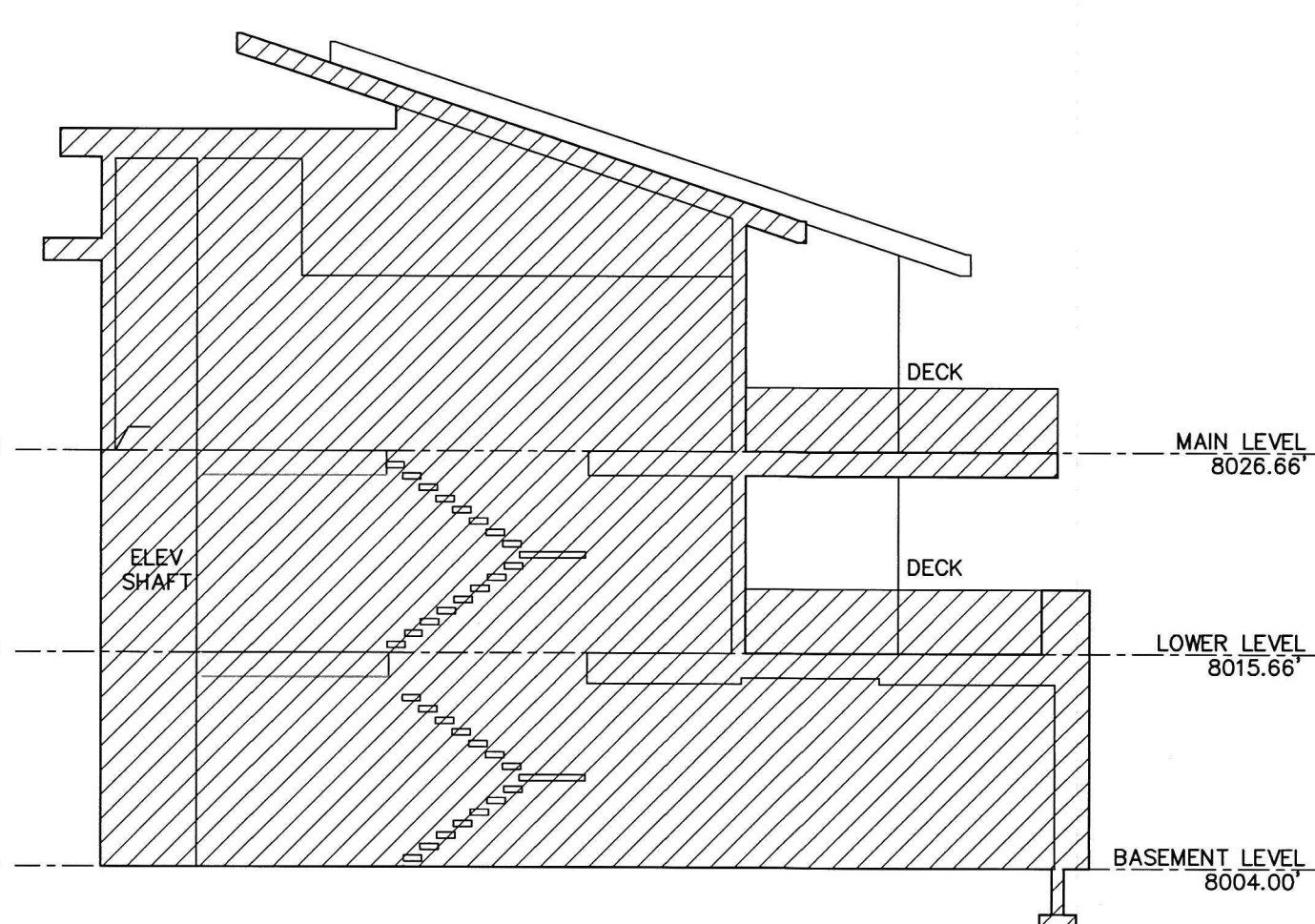
LEVEL	AREA (SQ FT)
BASEMENT	2,218
LOWER	2,875
MAIN	2,387
TOTAL	7,480
GARAGE	613
LOWER DECK	800
MAIN DECK	894

COMMON AREA OWNERSHIP
PRIVATE OWNERSHIP



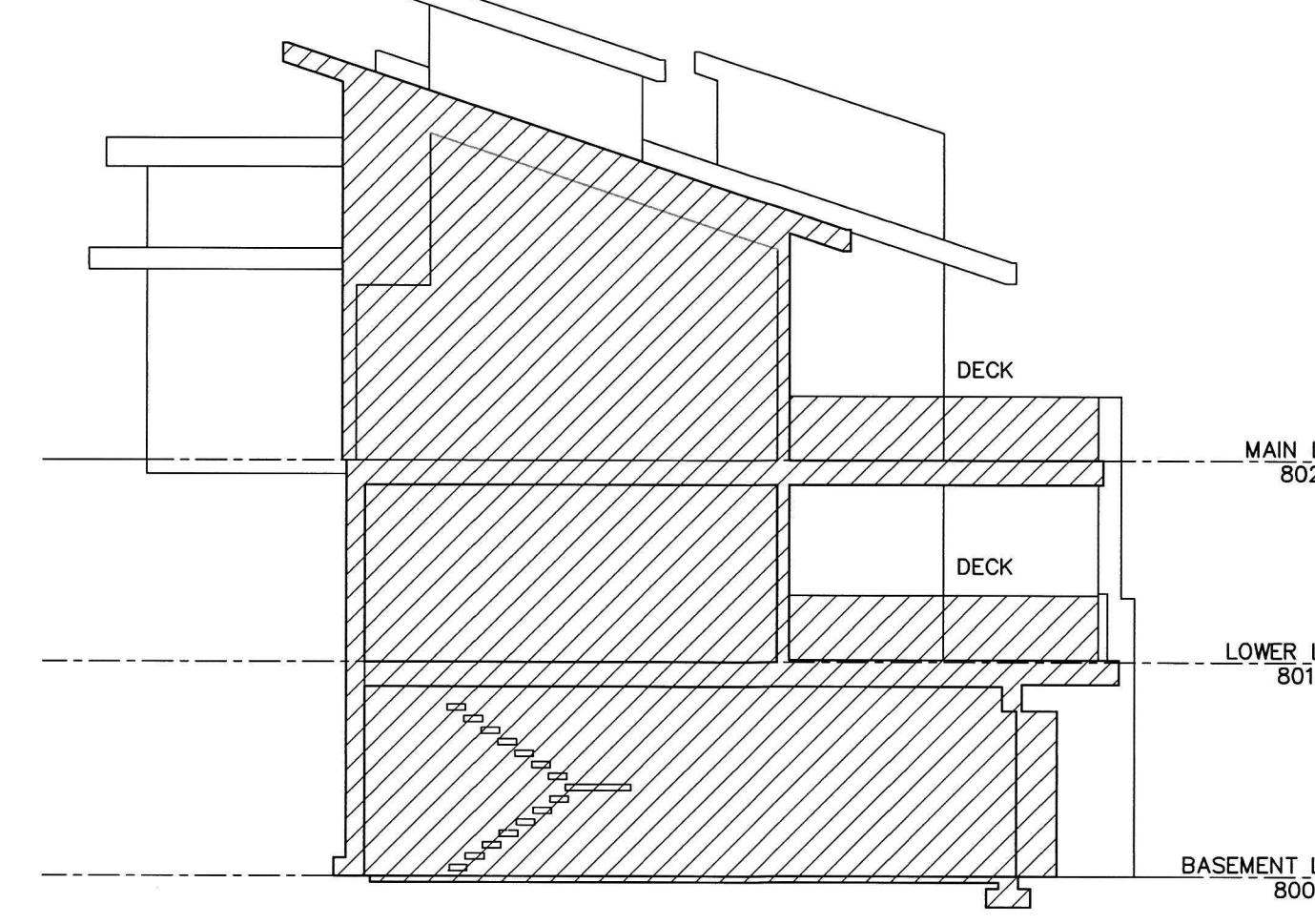
SECTION A-A

SCALE: 1" = 10'



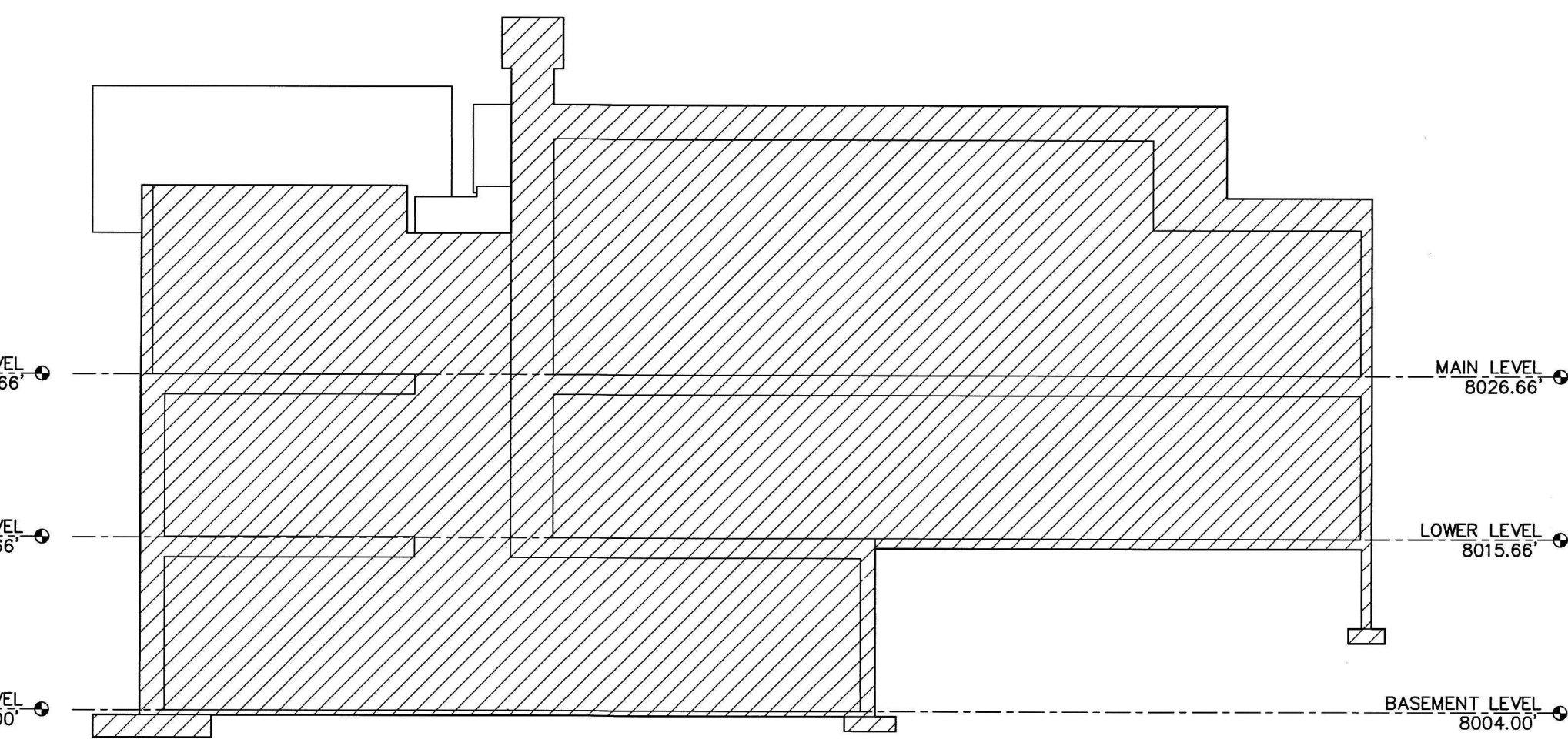
SECTION B-B

SCALE: 1" = 10'



SECTION C-C

SCALE: 1" = 10'



SECTION D-D

SCALE: 1" = 10'

UNIT C

MOONSHADOW CONDOMINIUMS

FIRST AMENDED AND RESTATED

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTH HALF OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

LINE TABLE		
LINE	DIRECTION	LENGTH
L152	S 73°50'49" W	3.01'
L153	N 16°09'11" W	3.00'
L154	N 73°50'49" E	3.01'
L155	S 16°09'11" E	3.00'
L156	S 73°50'49" W	1.17'
L157	N 16°09'11" W	3.00'
L158	N 73°50'49" E	1.50'
L159	N 14°44'37" E	3.00'
L160	N 0°00'00" E	1.53'
L161	S 75°15'23" E	0.52'
L162	N 75°15'23" W	1.84'
L163	N 90°00'00" W	9.21'

LOWER LEVEL

SCALE: 1" = 10'

COMMON AREA OWNERSHIP
PRIVATE OWNERSHIP

MAXIMUM GROSS FLOOR
AREA (MGFA)

LEVEL	AREA (SQ FT)
LOWER	3,286
MAIN	3,049
GARAGE	209
TOTAL	6544

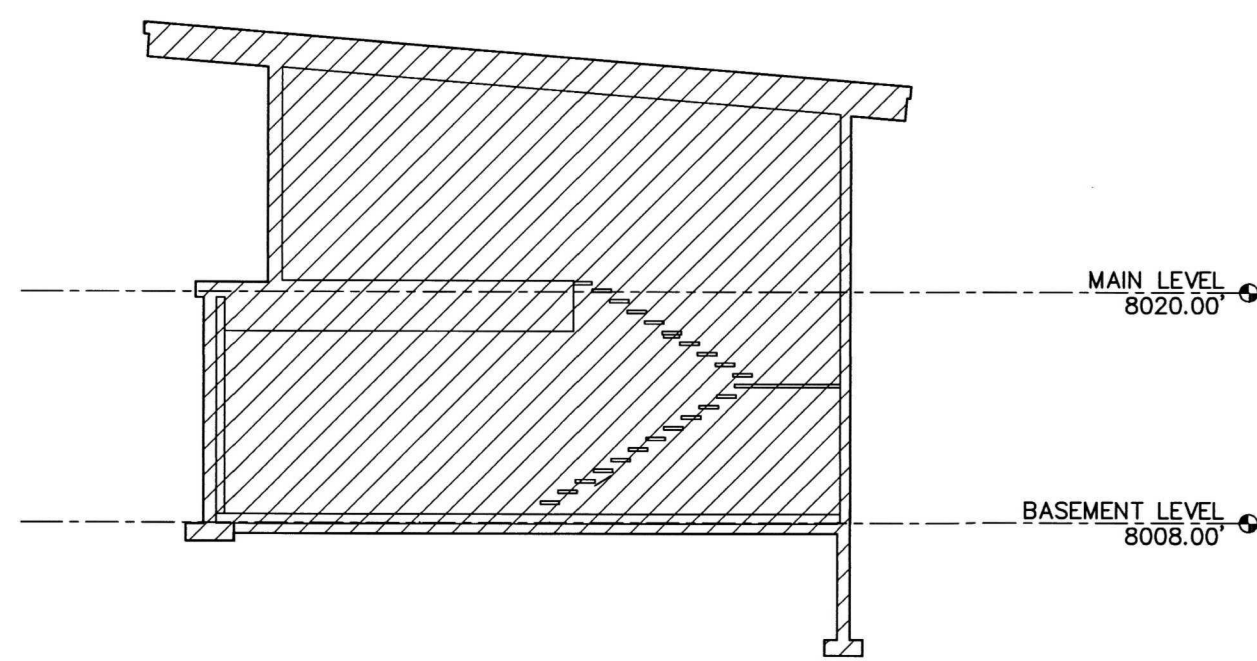
GARAGE AREA EXCLUDED FROM
MGFA = 600 SQ FT

UNIT AREA TABLE

LEVEL	AREA (SQ FT)
LOWER	3,286
MAIN	3,049
TOTAL	6,335
GARAGE	809
PATIOS	845
DECKS	910

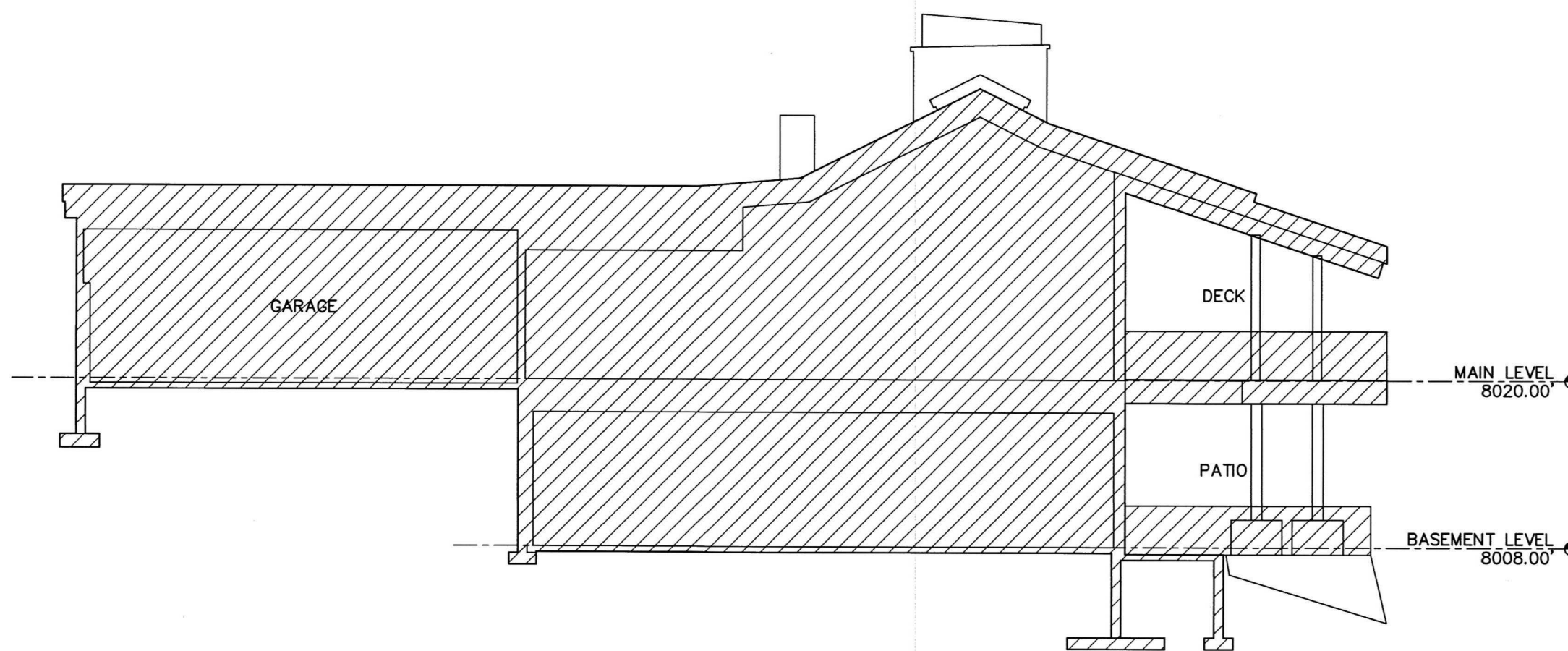
MAIN LEVEL

SCALE: 1" = 10'



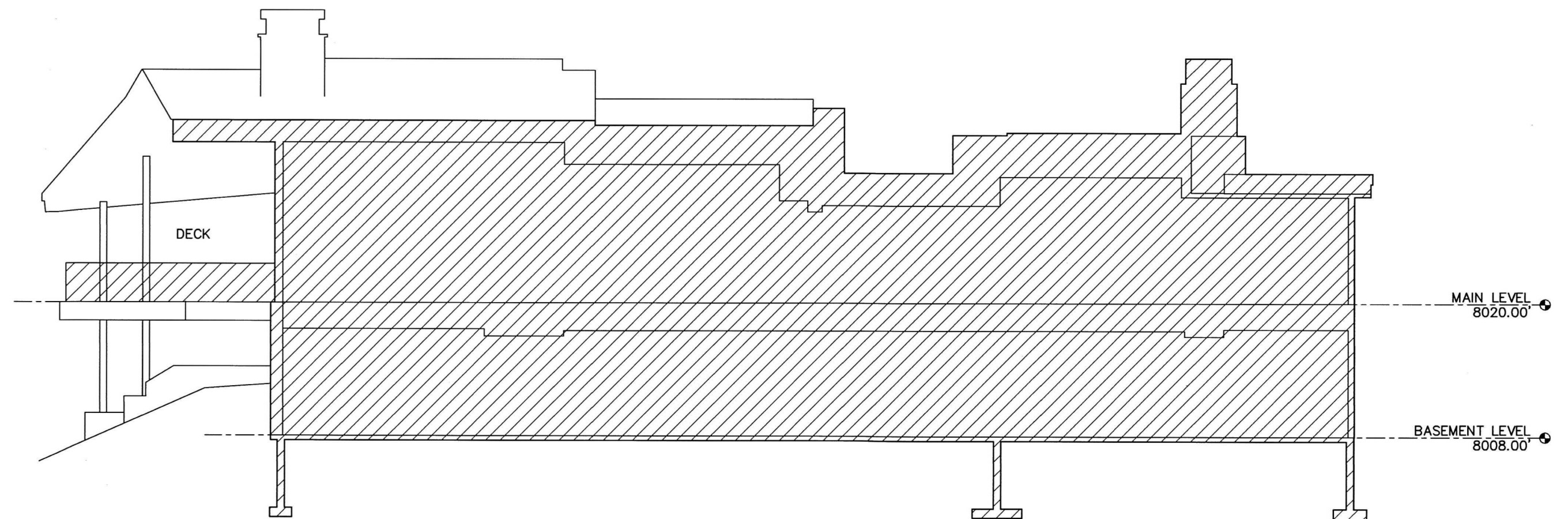
SECTION A-A

SCALE: 1" = 10'



SECTION B-B

SCALE: 1" = 10'



SECTION C-C

SCALE: 1" = 10'

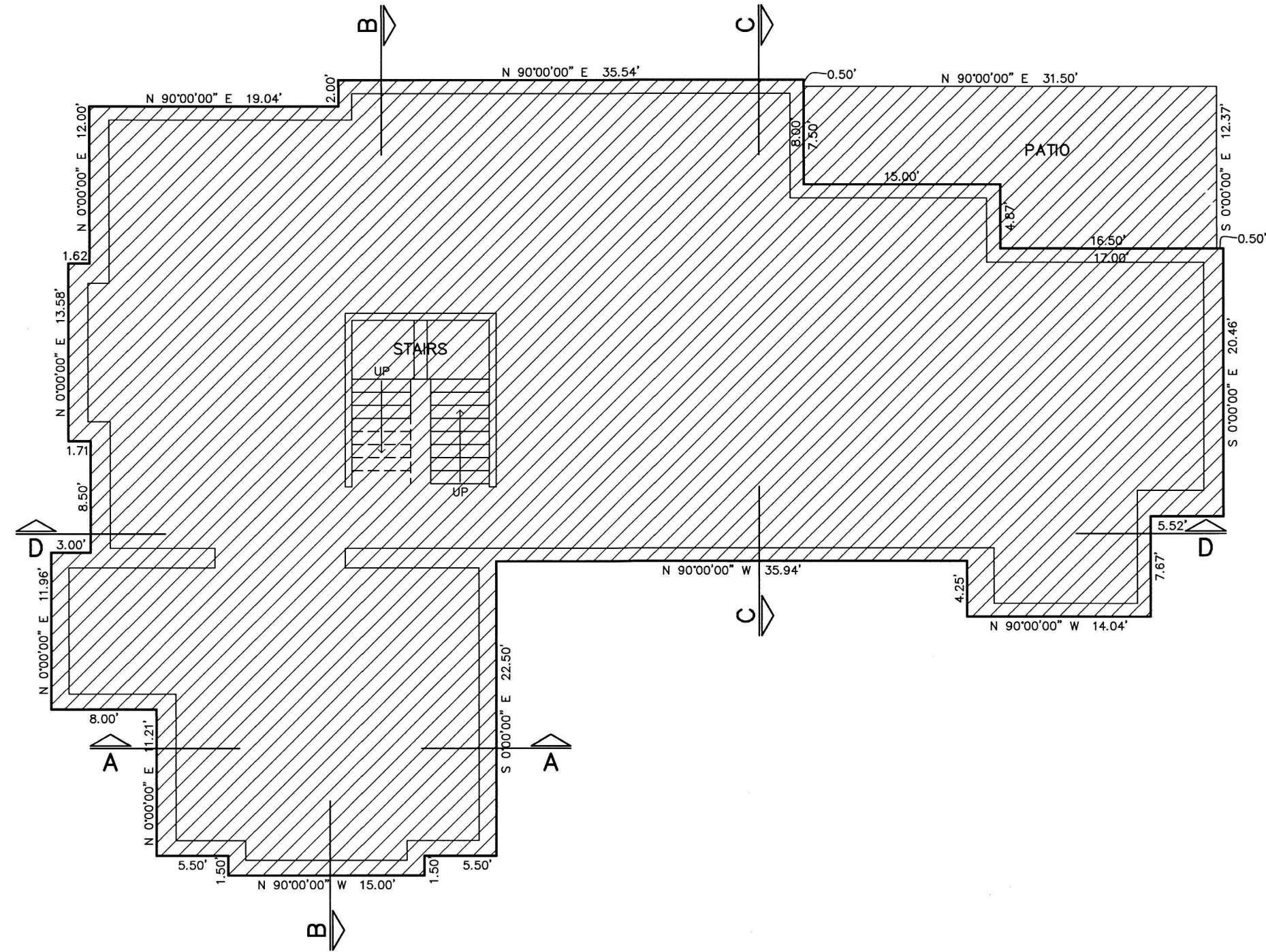
UNIT D

MOONSHADOW CONDOMINIUMS

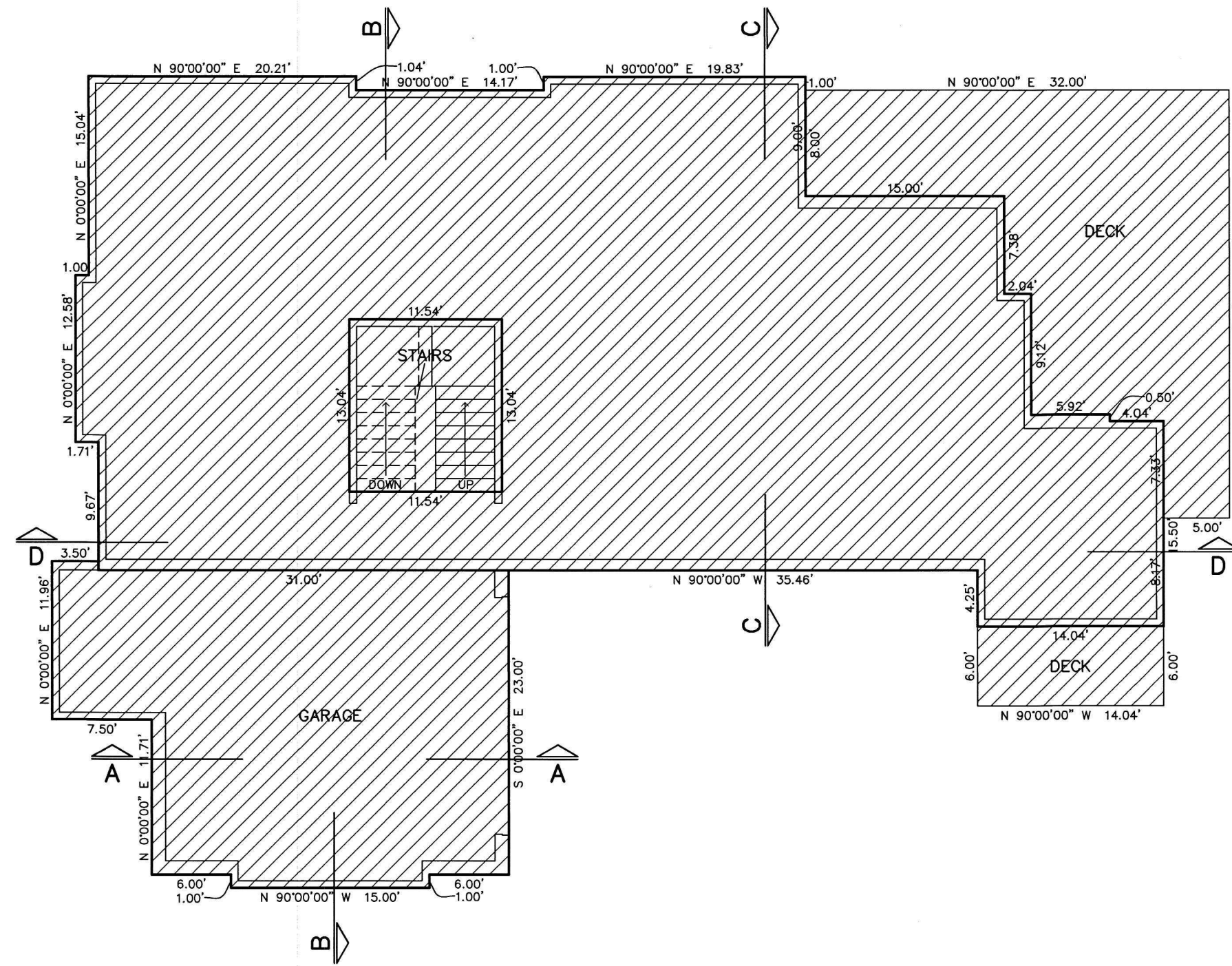
FIRST AMENDED AND RESTATED

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTH HALF OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



LOWER LEVEL
SCALE: 1" = 10'



MAIN LEVEL
SCALE: 1" = 10'

MAXIMUM GROSS FLOOR
AREA (MGFA)

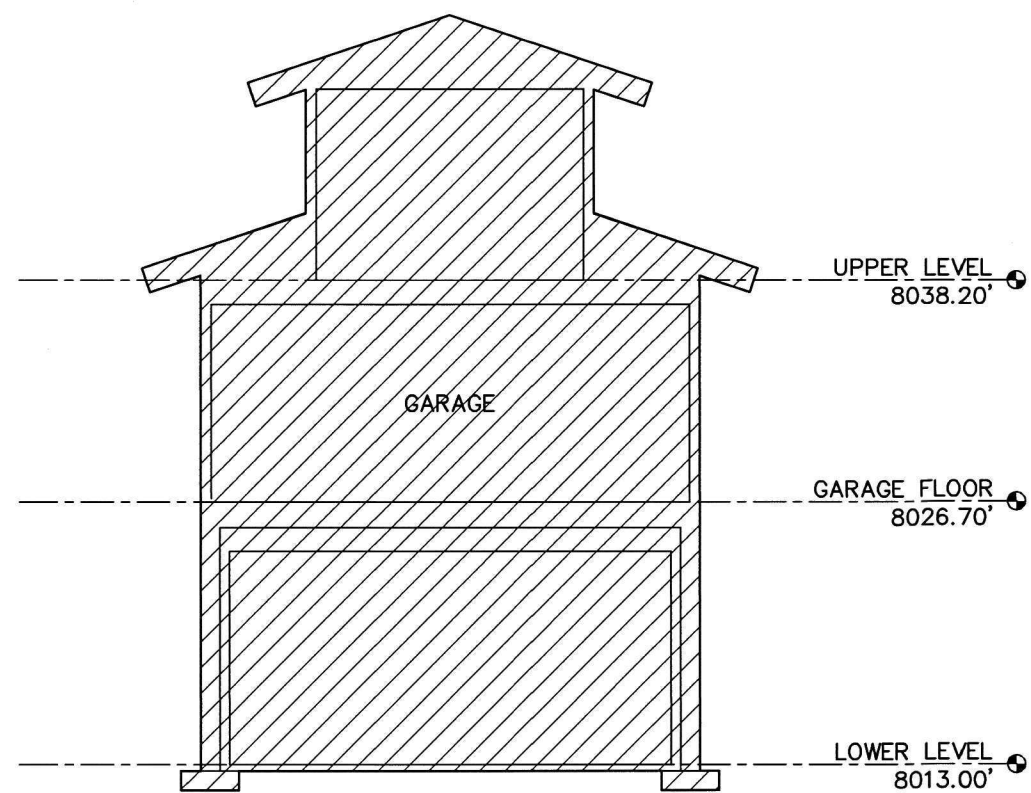
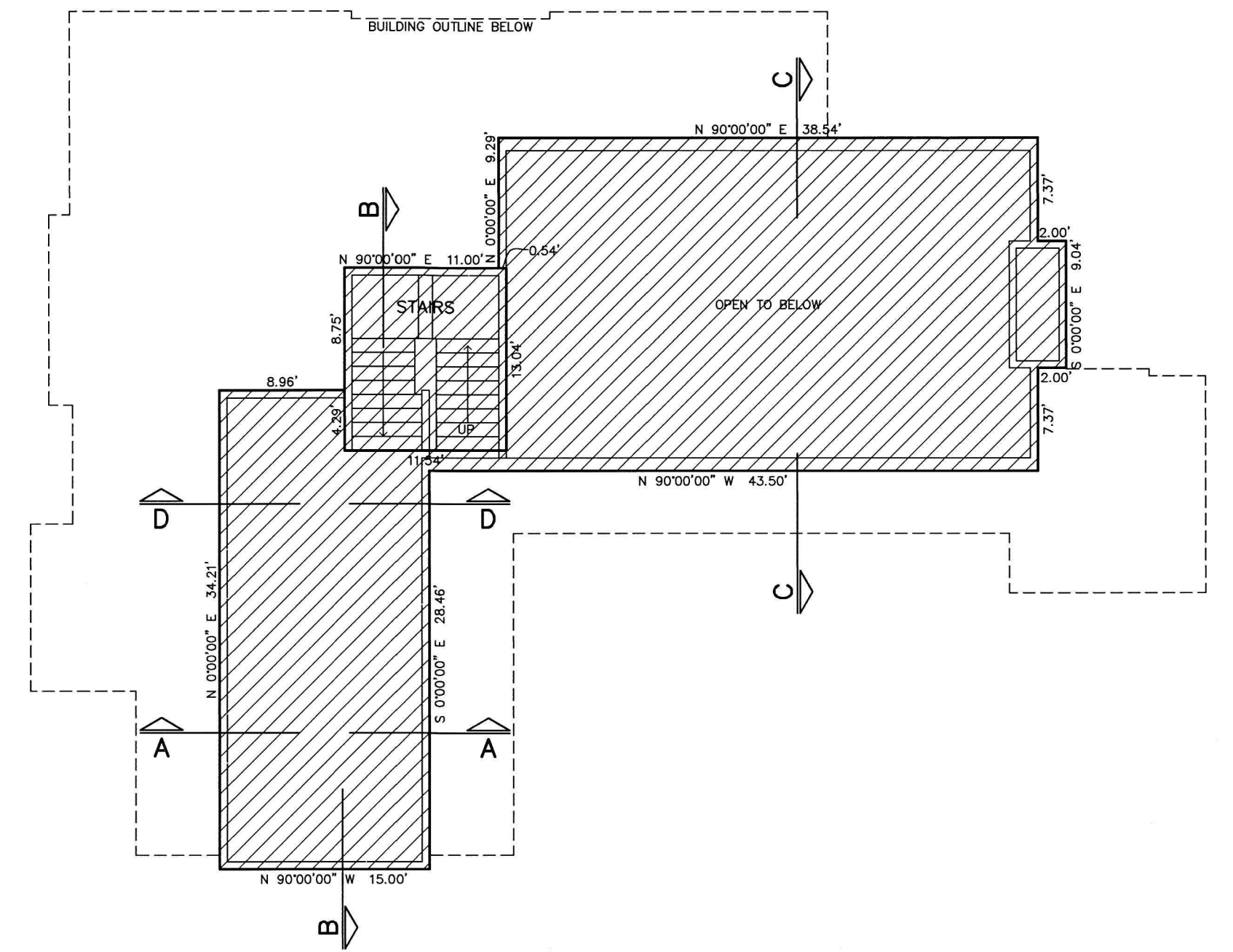
LEVEL	AREA (SQ FT)
LOWER	3,567
MAIN	2,502
UPPER	1,422
GARAGE	123
TOTAL	7,614

GARAGE AREA EXCLUDED FROM
MGFA = 600 SQ FT

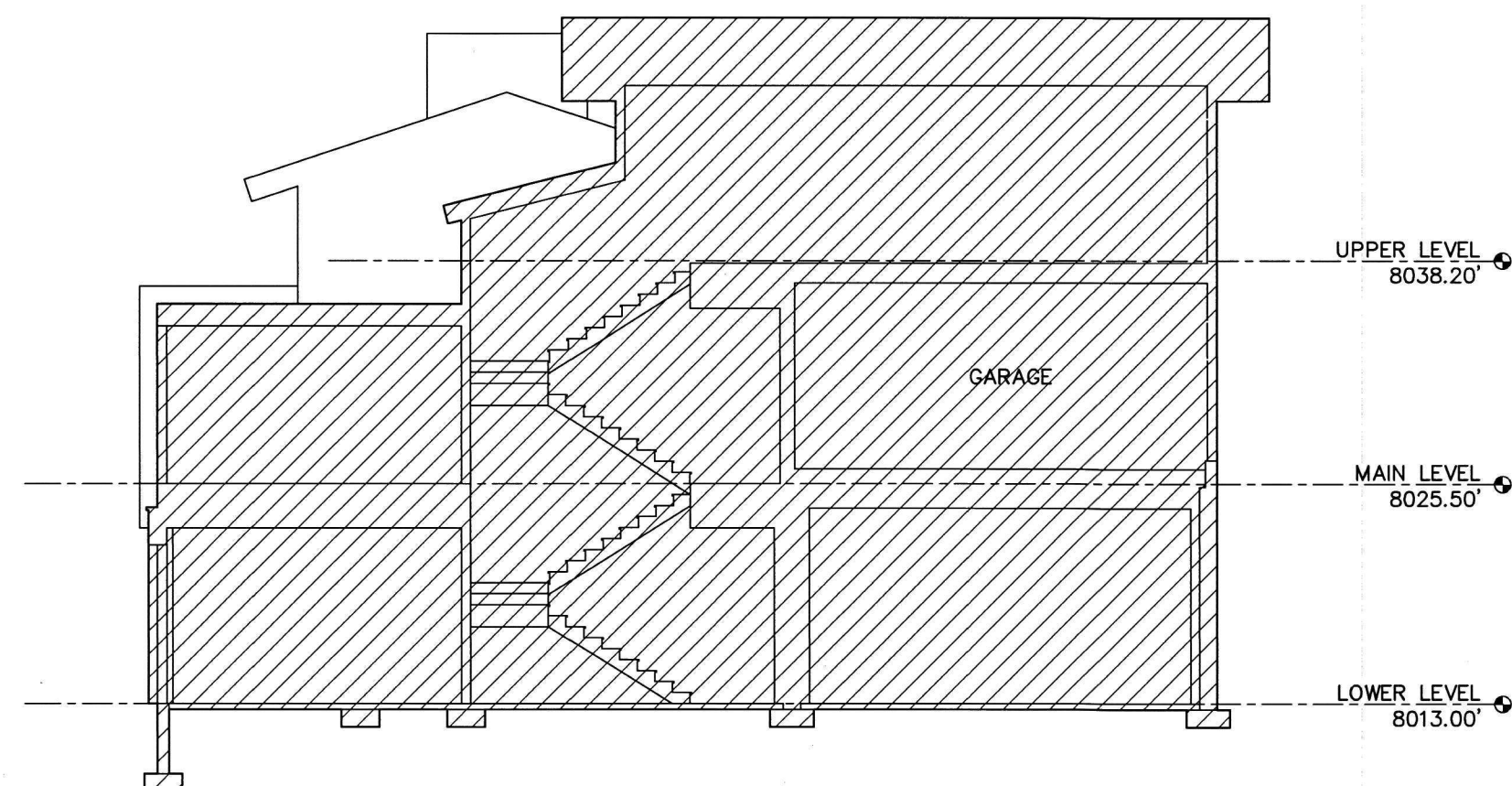
UNIT AREA TABLE

LEVEL	AREA (SQ FT)
LOWER	3,567
MAIN	2,502
UPPER	1,422
TOTAL	7,491
GARAGE	723
PATIO	317
DECKS	643

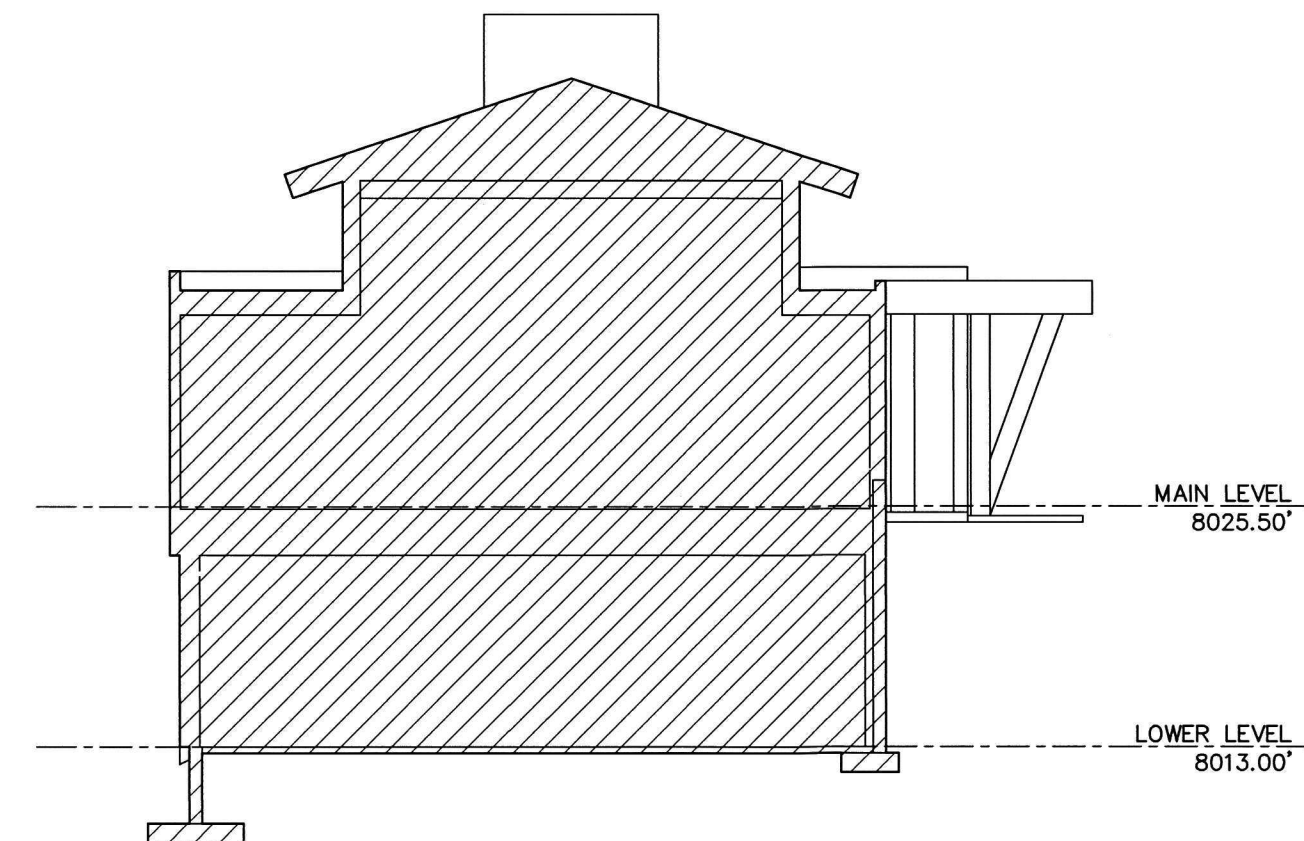
UPPER LEVEL
SCALE: 1" = 10'



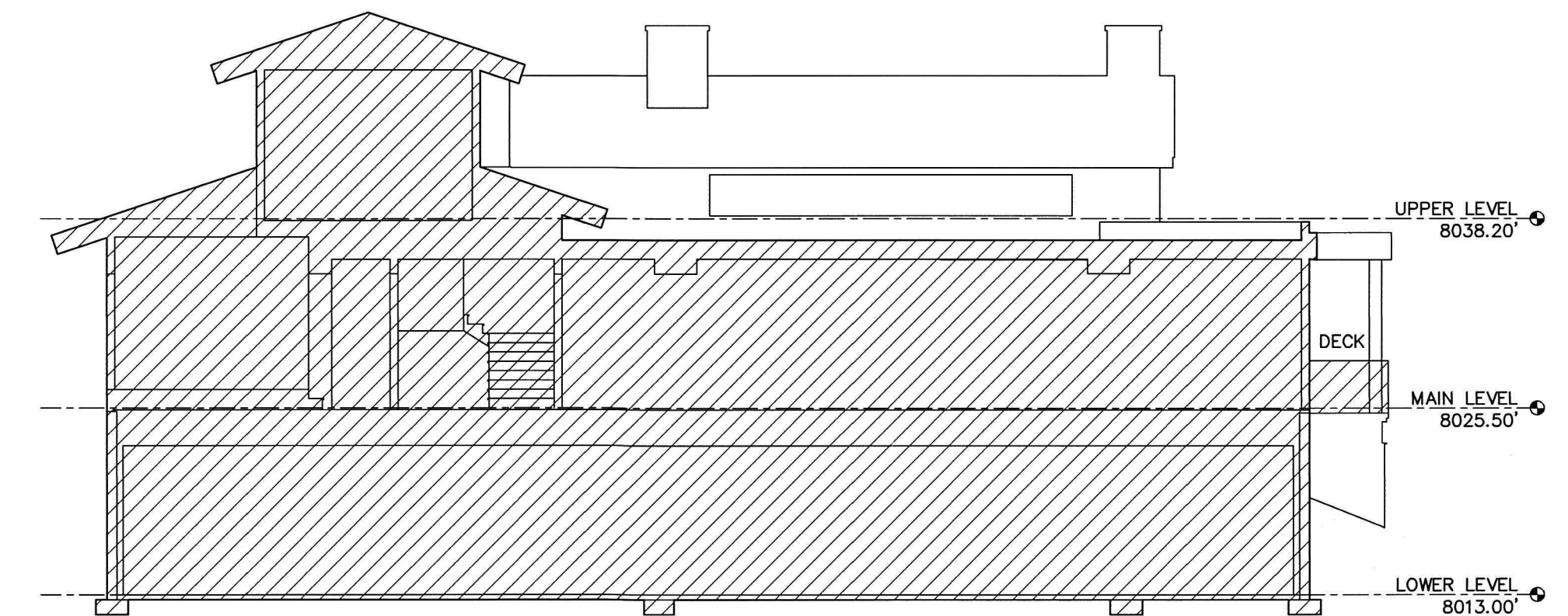
SECTION A-A
SCALE: 1" = 10'



SECTION B-B
SCALE: 1" = 10'



SECTION C-C
SCALE: 1" = 10'



SECTION D-D
SCALE: 1" = 10'

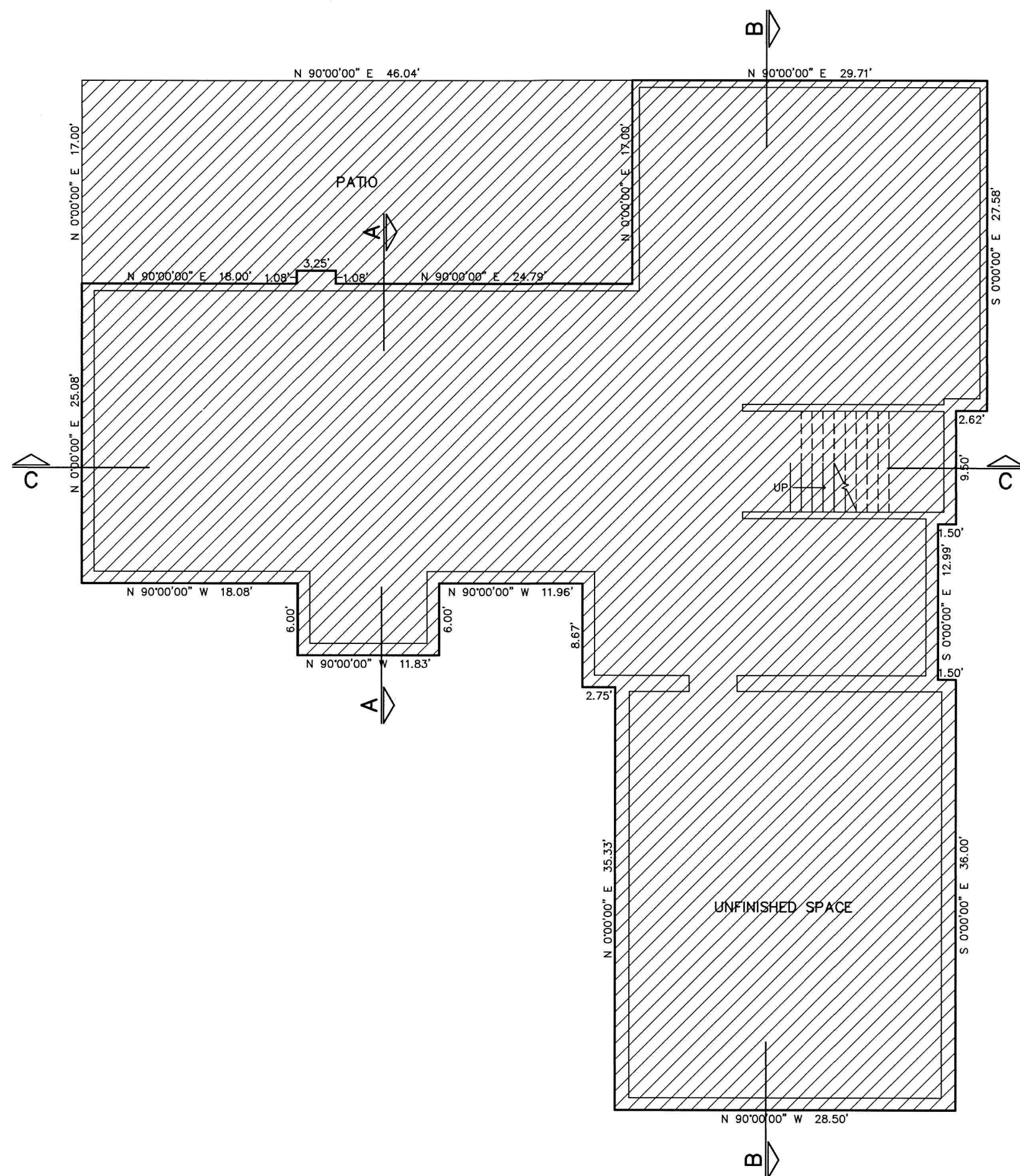
UNIT F

MOONSHADOW CONDOMINIUMS

FIRST AMENDED AND RESTATED

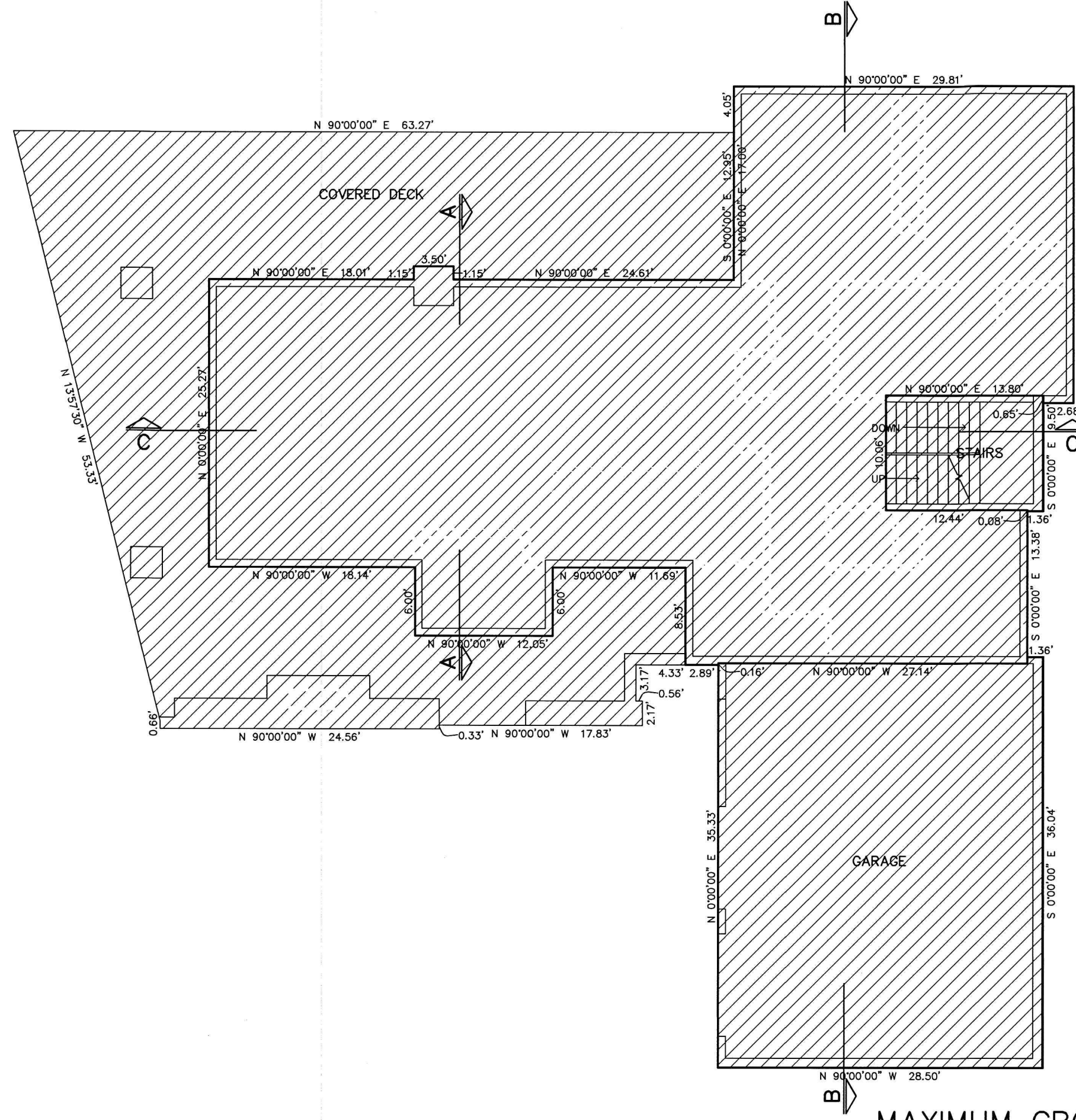
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTH HALF OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 7 OF 8



LOWER LEVEL
SCALE: 1" = 10'

COMMON AREA OWNERSHIP
PRIVATE OWNERSHIP

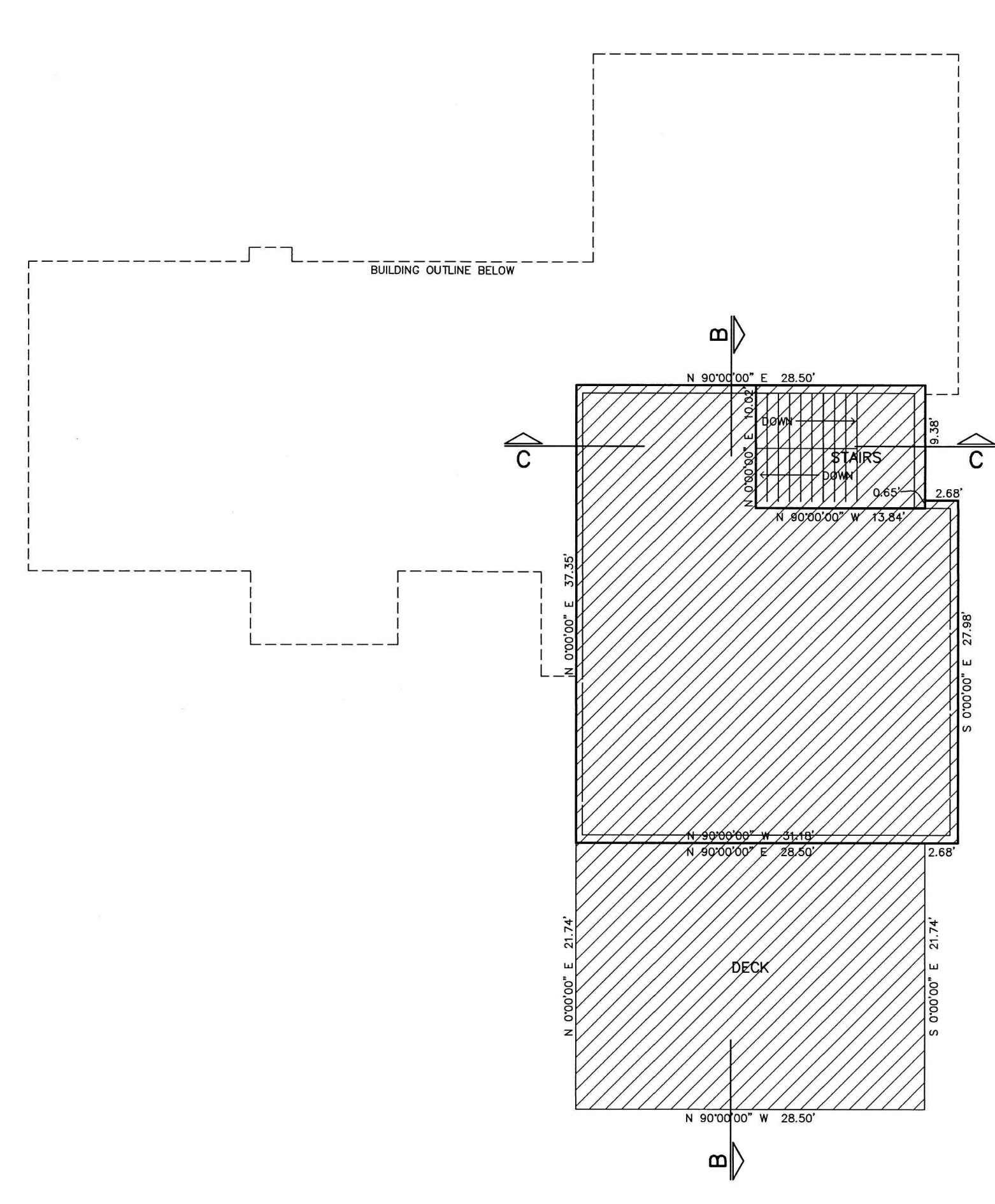


MAIN LEVEL
SCALE: 1" = 10'

MAXIMUM GROSS FLOOR
AREA (MGFA)

LEVEL	AREA (SQ FT)
LOWER	2,700
MAIN	3,576
UPPER	1,001
GARAGE	412
TOTAL	7,689

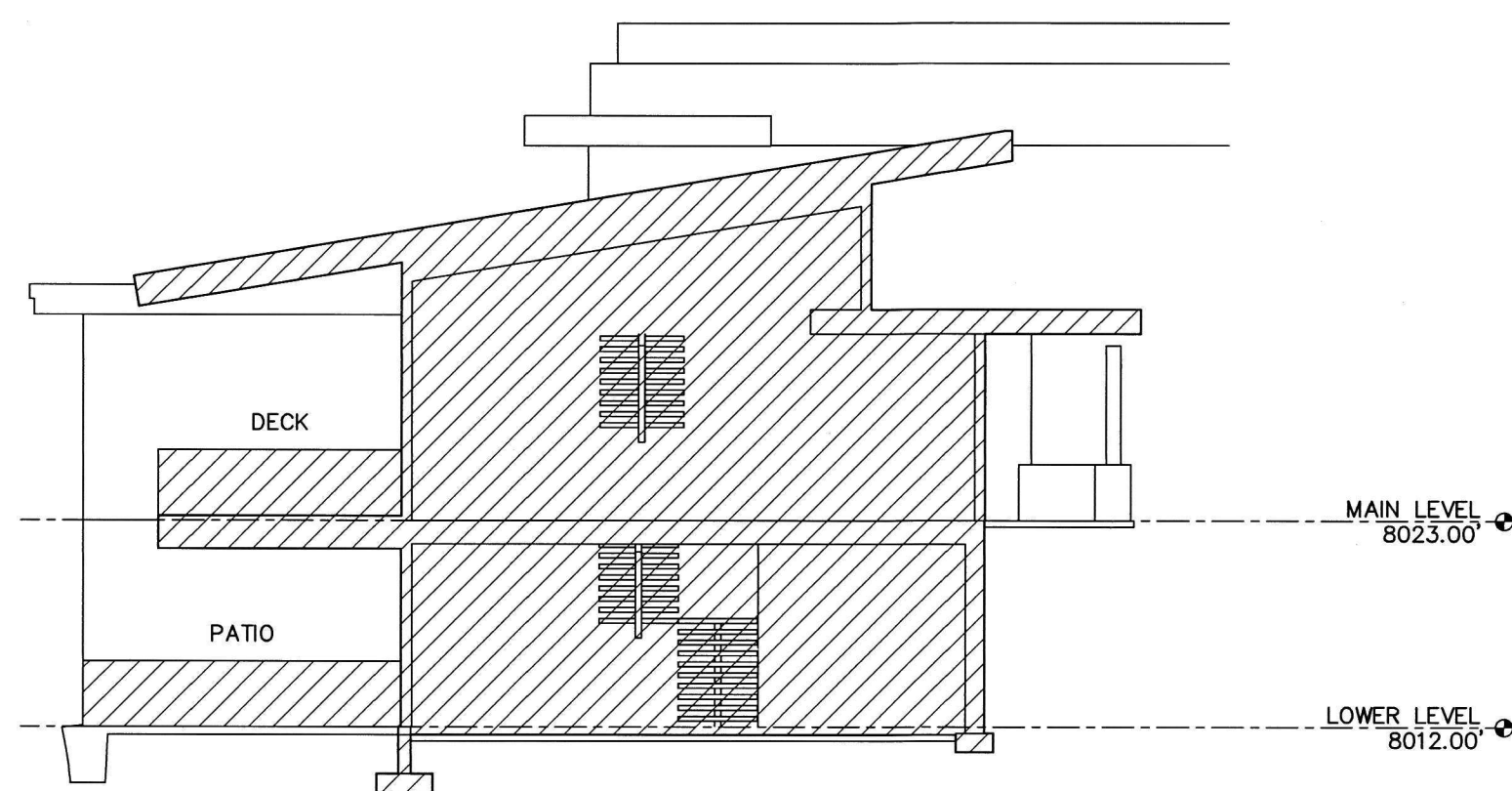
GARAGE AREA EXCLUDED FROM
MGFA = 600 SQ FT



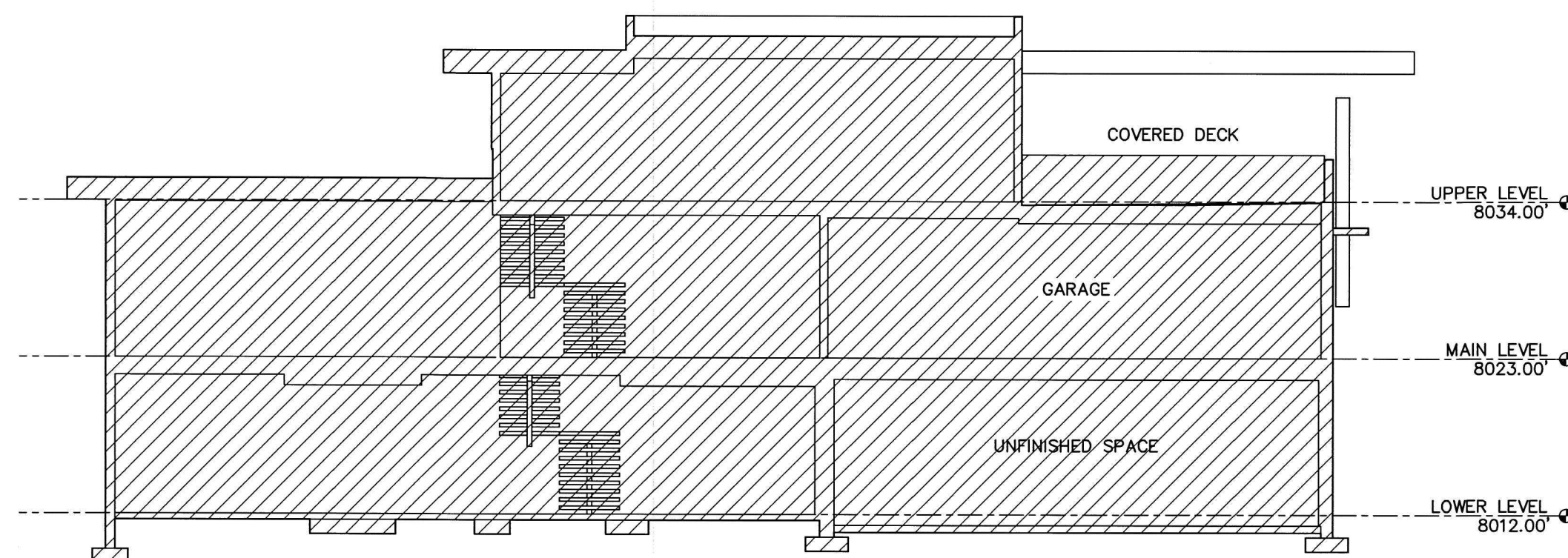
UPPER LEVEL
SCALE: 1" = 10'

UNIT AREA TABLE

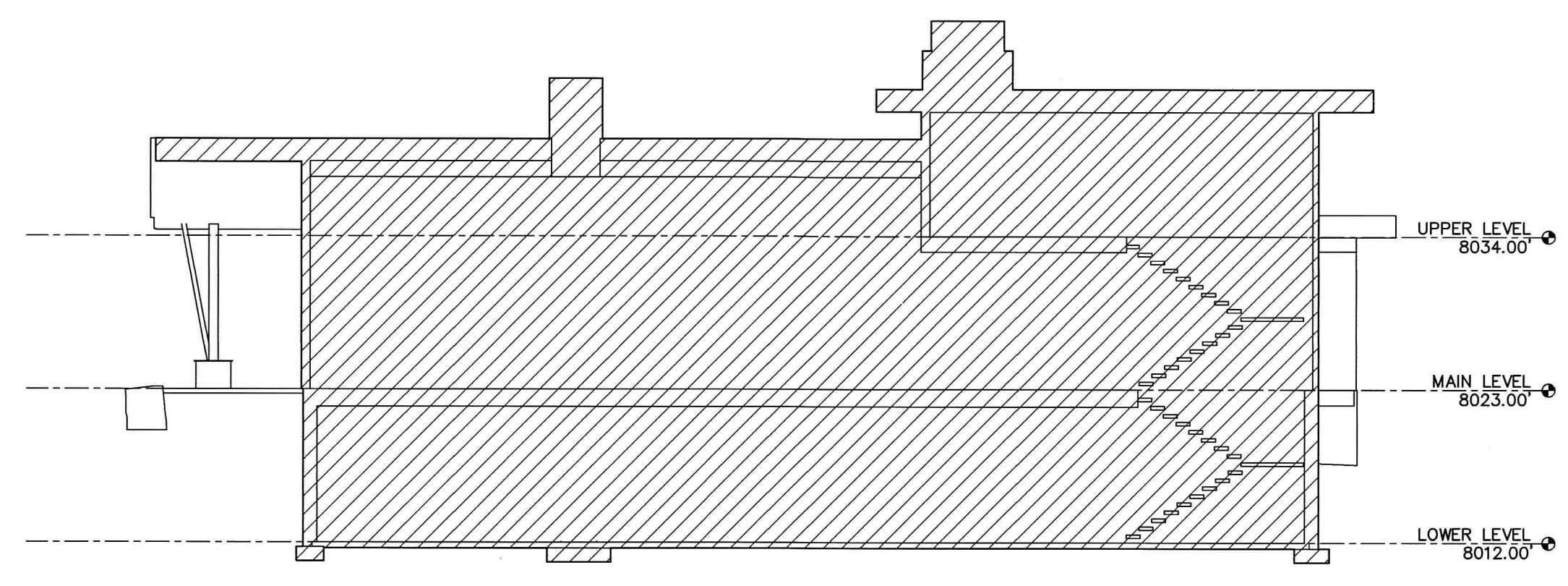
LEVEL	AREA (SQ FT)
LOWER	2,700
MAIN	3,576
UPPER	1,001
TOTAL	7,277
GARAGE	1,012
PATIO	779
MAIN DECK	1644
UPPER DECK	620



SECTION A-A
SCALE: 1" = 10'



SECTION B-B
SCALE: 1" = 10'



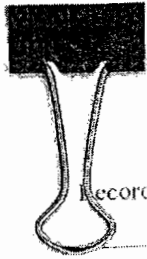
SECTION C-C
SCALE: 1" = 10'

UNIT H

MOONSHADOW CONDOMINIUMS

FIRST AMENDED AND RESTATED

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTH HALF OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



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

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

ENTRY NO. 00806100

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

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP



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

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

RECITALS

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

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

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

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

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

SECTION I. DEFINITIONS

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

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

with the terms of this Agreement.

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

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

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

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

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

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

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

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

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

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

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

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

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

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

may contain a maximum of 38 homes, the size and location of which shall be determined at Small Scale MPD/subdivision review. The Northside Neighborhood may also contain a 1000 sq. ft. non-denominational Chapel, that will remain open and reasonably available to the public.⁸

2.4.1 Small Scale MPD. The Small Scale MPD must include all Northside Neighborhood Property Owners to achieve the maximum density of 38 detached single-family homes. Absent participation by all Northside Neighborhood Property Owners, DEVELOPER and DEER VALLEY may apply for a Small Scale MPD for a maximum of 30 single-family homes on the portion of the Northside Neighborhood owned by DEVELOPER and DEER VALLEY.⁹ In all circumstances, DEVELOPER and DEER VALLEY shall limit development in the Northside Neighborhood as follows:

2.4.1.1. Meadow Restriction. Homes shall not be in the meadow area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.2. Ski Run Separation. Limits of disturbance for each site shall be a minimum of 50 feet from any ski run, except where existing ski runs conflict with platted ski easements or platted lots, in which event the City shall have the discretion and authority to approve case-by-case exceptions to the foregoing distance limitation.

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

⁸ No utility extension will be allowed for the Chapel. Power may be allowed if it is readily accessible. Location of the Chapel cannot cause the extension of an improved road. Siting and construction must comply with all Code provisions.

⁹ If Park City Star, Bransford or Mayflower do not reach an agreement with DEVELOPER and DEER VALLEY with respect to the joint development of the detached single family homes within the Northside Neighborhood, then DEVELOPER and DEER VALLEY shall grant to the City the right to connect to the utility lines and to grant limited access to roads within the Northside Neighborhood without cost to serve the remaining property owners.

minimize wintertime visual impacts¹⁰ from ski runs and designated viewpoints, including but not limited to the knoll behind the terminus of what is presently known as the Northside chairlift.

2.4.1.4. **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER, DEER VALLEY, and Northside Neighborhood Property Owners shall dedicate to the City improved public trails and trail easements that connect to the surrounding trail system. Where trails pass through the Deer Valley Ski Area, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.4.1.5. **Enchanted Forest.** No development shall occur in the “Enchanted Forest” area generally designated on Exhibit A and further defined in the Small Scale MPD process.

2.4.1.6. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall record perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which shall prevent the construction thereon of residential, commercial and retail structures but shall allow ski-related uses.

2.4.2. **Northside Neighborhood Conservation Plan.** DEVELOPER and DEER VALLEY agree to refrain from transferring, improving or developing the Northside Neighborhood for 3 years, from the date of this Agreement to facilitate the potential of (a) the fee simple sale of the Northside Neighborhood, or (b) the sale and transfer of the development rights from the Northside

¹⁰ As well as summertime visual impacts.

Neighborhood. In either case, the sale would be completed within said time period and would be to a conservation buyer or buyers at fair market value at the date of purchase. Fair market value in this context shall reflect the entitlement for single family detached units set forth in the Large Scale Master Plan and this Agreement or, if the Small Scale Master Plan has been issued, as reflected in the Small Scale Master Plan for the Northside Neighborhood. The three-year period noted above shall not limit the Planning Commission's authority in connection with approval of the phasing plans required in sections 2.1.10 and 2.1.11.

- 2.5. **Ski-Related Development.** Subject to conditional use review, DEER VALLEY may construct a skier day lodge of a maximum of 35,000 square feet, in the approximate location depicted on Exhibit A. The day lodge shall have no day skier parking, and must have adequate emergency vehicle access. Any parking lot for the lodge shall be for the purpose of meeting temporary events, intermittent seasonal dining, and service and administrative requirements, and shall be reviewed by the planning commission as a Conditional Use. Such Conditional Uses will have a traffic mitigation plan that may include the number of events, hours of operation, shuttle bus requirements and/or a limit to the number of guests. Pursuant to a Conditional Use Permit, said temporary parking area may be located on adjacent properties. Permanent non-skier parking for the Empire Day Lodge will be considered as part of the POD B-2 Master Plan Development. Such parking shall consist of not more than 75 spaces. These parking spaces are in addition to those otherwise required or allowed under this Agreement and the LMC. DEER VALLEY shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 20% of the commercial Unit Equivalents approved by the City for the day lodge prior to issuance of a Certificate of Occupancy for the day lodge.

2.5.1 Conditional Use (Administrative). Ski terrain and ski-related development is an administrative conditional use within the Project, consistent with the Deer Valley Ski Area Master Plan depicted in Exhibit F attached hereto, provided that only two graded runs shall be allowed in ski Pod Z, with thinning and other limited vegetation removal in the balance of Pod Z for skier safety and glade skiing. Review of ski terrain and ski-related development shall include, but shall not be limited to consideration of the following:

- 2.5.1.1 Openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible.
- 2.5.1.2 Trails that are designed for base area return or circulation between fall line areas shall be designed for appropriate grades and widths consistent with minimizing visual impact.
- 2.5.1.3 Lift towers shall be painted or otherwise treated to blend with the natural surroundings.
- 2.5.1.4 Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the "Deer Valley Resort Company Ski Run Construction and Revegetation Standards" attached hereto as Exhibit G. The objective shall be to achieve a vegetative condition that enhances the skier experience and long term forest health. Re-vegetation shall be designed to control erosion and to restore ground cover as quickly as possible after ground disturbing activities.

2.6 Beano's Style Private Club. DEVELOPER may construct a private restaurant (Beano's Cabin at Beaver Creek-style¹¹), at a location to be determined at the CUP phase. No private parking areas or vehicular

¹¹ Beano's is a 10,000 square foot private restaurant at Beaver Creek, Colorado.

access will be allowed except (i) access and space for patron drop-off's and pick-up's, and (ii) access, loading areas and circulation for emergency, delivery and service vehicles. The size of the private restaurant shall be determined by the Planning Commission at the CUP review phase, and shall be between 7,000 and 10,000 square feet.

2.7 Silver Mine Adventure. DEVELOPER may continue to operate the Silver Mine Adventure on the Ontario Mine Site as a valid, non-conforming use. Any change or expansion of use shall be processed in accordance with the LMC in effect at the time of the DEVELOPER's submission of a complete application for the proposed expansion.

2.8 Access and Alignment of S.R. 224. DEVELOPER shall access Flagstaff Mountain by means of S.R. 224, and a private road system. DEVELOPER shall realign a portion of S.R. 224 in the approximate location set forth on Exhibit H attached hereto, and shall construct a private road system for Flagstaff Mountain in the approximate location depicted on Exhibit H. The Parties agree to the following access and alignment of the road systems within Flagstaff Mountain:

2.8.1 Alignment. Upon Planning Commission approval of the first Small Scale MPD for Flagstaff Mountain, DEVELOPER shall petition to vacate the existing S.R. 224 alignment and, if granted, shall realign and dedicate the relocated S.R. 224 right of way to a standard similar to the existing S.R. 224 (with an asphalt surface for dust control). Such alignment shall be as generally depicted on Exhibit H. DEVELOPER shall block and prohibit vehicular access over the discontinued historic alignment of S.R. 224. Access over the realigned S.R. 224 shall remain seasonal (warm weather only). Upon completion of construction thereof, to the reasonable satisfaction of the City Engineer, the City shall accept the dedication of public roads under its jurisdiction identified on Exhibit H, or as determined by the Council, upon

recommendation of the Planning Commission through the Small Scale MPD and subdivision processes.

- 2.8.2 **Private Road.** Upon Small Scale MPD approval, and only to the extent of the Small Scale MPD approval, DEVELOPER shall construct a private road system within Flagstaff Mountain, as depicted in Exhibit H, over which DEVELOPER shall maintain all-season access throughout the year. Said private road, from its point of departure from S.R. 224 to the Summit/Wasatch County line, may be converted to a public road, in which event existing S.R. 224 from said point of departure to the county line shall no longer be used as a public road.
- 2.8.3 **Seasonal, Controlled Automobile Access.** DEVELOPER shall support and shall not undermine seasonal closure of realigned S.R. 224 and shall control motorized vehicular access from S.R. 224 to the private road system to prevent vehicular through traffic.
- 2.8.4 **Emergency Deer Valley Access.** The Project's seasonal emergency secondary access is through the Deer Valley Ski Area generally as depicted on Exhibit I and crash-gated in the approximate locations shown on Exhibit I. DEER VALLEY shall provide the City and the Park City Fire Service District with keys and/or combinations to the gates. The emergency access is necessary as a controlled evacuation route and as an emergency access for fire and safety personnel and equipment only. The secondary access route is an important ski run to the Deer Valley Ski Area that, in all but the most exceptional circumstances, will be used by skiers and over-the-snow vehicles. The Park City Fire Marshall may cause the access to be plowed and placed into winter service for emergency and evacuation purposes in that

exceptional emergency situation when normal road access to Flagstaff Mountain is interrupted for an extended period.¹²

2.8.5 Controlled Snowmobile Access. Winter snowmobile access to Brighton Estates and to Bonanza Flats is presently available over portions of S.R. 224. DEVELOPER and DEER VALLEY shall allow seasonal snowmobile access to property owners and renters in Brighton Estates over those portions of S.R. 224 within the Project that are presently used or alternatively over similar portions of S.R. 224 as may be relocated. DEVELOPER and DEER VALLEY shall otherwise prevent wintertime motorized vehicular access to the extent such action is consistent with the policy of the public entity that owns S.R. 224. The current recreational snowmobile concession in Flagstaff Mountain shall be eliminated with the relocation of S.R. 224.

2.8.6 DEVELOPER's Consent to Transfer. DEVELOPER consents to cooperate with the City in any state transfer of any portion of S.R. 224.

2.9 Flagstaff Mountain Mitigation/Amenities. At the City's request, the DEVELOPER shall deliver the following mitigation and amenities as an inducement to execute this Development Agreement:

2.9.1 Trails. DEVELOPER shall construct, maintain and commit to free public use, an improved public trail system as set forth in an approved Trails Master Plan. The construction of the trails shall be phased with the progress of the development of the Project. Existing trails shall remain open to the public until provisional or final trails have been constructed. Final trail locations may vary due to field conditions and season. Relocation of any trails shall be identified in the Trails Master Plan. Where the trails pass through the Deer Valley Ski Area, or are located on non-development lands owned or controlled by Deer Valley, Deer

¹² The Park City Fire Marshall may not cause the access to be plowed simply for public convenience.

Valley shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for trail use, including reasonable rules and regulations intended to prevent or minimize conflict between potential trail uses. Pedestrian and bicycle uses of the trail system shall not be prohibited or restricted without being so identified in the Trails Master Plan.

2.9.2 **No Gondola Alternative.** DEVELOPER shall contribute \$1,000,000 in cash to the City to be used specifically for other traffic mitigation projects in the City related to the Project. Additionally, the DEVELOPER shall (i) contribute \$10,000 toward the cost of a feasibility study, when commissioned by the City, to evaluate a potential ski amenity gondola, and (ii) contribute toward the construction of the Richardson Flats parking improvements described in the last paragraph of Section 3.1 of this Agreement, which shall be constructed in accordance with the specifications and conditions attached hereto as Schedule 3.1. The parking improvements shall be constructed in phases as established during the MPD for those improvements in cooperation with Summit County. Construction of the parking improvements will be assured through a form of completion bonding consisting of a draw-down letter of credit or other similar instrument in an amount equal to the good faith estimated cost to construct the parking improvements, but in an amount not to exceed \$1,800,000. In the event any permit application is denied such that the parking improvements cannot be constructed, the City shall be entitled to draw the entire amount of the completion bond, letter of credit or similar instrument (as the case may be), and DEVELOPER shall have no further obligation to construct the parking improvements.

2.9.3 **Historic Preservation.** The Historic Preservation Plan, at a minimum, shall contain an inventory of historically significant

structures located within the Project and shall set forth a preservation and restoration plan, including a commitment to dedicating preservation easements to the City, with respect to any such historically significant structures. The head frame at the Daly West site is historically significant.

2.9.4 Enhanced Environmental Protection. DEVELOPER shall limit the construction or installation of wood-burning devices to one wood-burning device in each of the 54 single-family homes in the Project. DEVELOPER shall not request approval from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within the Project, DEVELOPER shall have the right to construct one wood-burning device in each such lodge or hotel, except the Montage which may have three.

2.9.5 Lady Morgan Springs Open Space (Passive Use). The Lady Morgan Springs Area¹³, shall be restricted, by conservation easements acceptable to the City, and signs and monitoring, if necessary, to limit use of the area to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. Neither construction activity nor motorized vehicular use of any kind shall be allowed in the Lady Morgan Springs Area, except as allowed, with City staff approval, for forestry and wetlands management.

2.9.6 Open Space (Active). All land outside of the development areas (ski terrain and open space designated on Exhibit A) will be zoned as Recreation Open Space (ROS-MPD). Upon issuance of the first Small Scale MPD for any portion of the Project, DEVELOPER and DEER VALLEY shall execute a conservation easement, for the benefit of the City and a third party conservation trust (or similar entity), to limit their use of the

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

Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike runs, one skier day lodge, and other similar winter and summer recreational uses and services. Such conservation easements shall prohibit any hotel, lodging, residential or commercial construction or use on ROS-zoned land in Flagstaff Mountain. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.7 Open Space (Prospect Ridge). Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall grant to the City a conservation easement, with free public trail access, without encumbrances, over acreage located on Prospect Ridge, contiguous with City-owned open space. The conservation easement area on Prospect Ridge is identified on Exhibit K attached hereto. Such conservation easement shall be to the reasonable satisfaction of the City and shall be first in priority in title.

2.9.8 Open Space (Iron Mountain). Upon the issuance of any Small Scale MPD, for any portion of the Project, DEVELOPER shall deed restrict or transfer to Park City, the Iron Mountain Parcels with City-approved encumbrances. In connection with such dedication, DEVELOPER shall reserve to DEVELOPER the right to lease to third parties the Iron Mountain Parcels for ski and other environmentally sensitive recreational uses. Such reservation shall not include the right to cut runs, glade, or thin trees, or construct or install ski lifts or developed alpine ski runs. DEVELOPER shall also reserve the right to retain all rent, proceeds and other consideration resulting from or generated by DEVELOPER leasing the Iron Mountain Parcels to third parties for ski and recreation-related uses. DEVELOPER shall indemnify, defend and hold the City harmless from any claim

arising from DEVELOPER's or a third party lessee's use of the Iron Mountain Parcels. Nothing herein should be construed to limit or waive governmental immunity with respect to claims made against the City.

2.9.9 Neighborhood-Specific Design Guidelines. DEVELOPER shall incorporate a Master Resort Association for Flagstaff Mountain and a Project-specific Property Owners' Association for the Mountain Village and Northside Neighborhood areas to cooperatively manage certain aspects of the Project. The Design Guidelines for both the Project and Bonanza Flats must emphasize a strong, common architectural theme, and shall be enforceable by one or more of the above-mentioned Associations.

2.9.10 Public Safety. A comprehensive emergency response plan will be required. The proposal includes a public safety site, at a minimum. The final public safety and emergency access plan must be determined prior to any permit issuance and only after coordination with the affected entities, such as the Park City Fire Service District. To the extent the Montage hotel structure requires additional safety equipment or infrastructure to achieve a minimum standard that will not result in a degradation of the Park City Fire District's I.S.O. rating, and to the extent ongoing tax revenues and impact fees generated by the Montage are insufficient to cover the costs of such additional equipment and infrastructure, any such shortfall shall be paid by DEVELOPER. Changes to any applicable Technical Report must be approved by the Park City Fire Marshall.

2.9.11 Sandridge Parking Lots. Prior to the issuance of a Small Scale MPD for any portion of Flagstaff Mountain, DEVELOPER shall irrevocably offer to dedicate to the City a conversation easement, or deed, satisfactory to the City to preserve the Sandridge

Parking Lots, described in Exhibit L as a public parking facility. Such interest shall be offered with no outstanding monetary encumbrances.

2.9.12 **Sandridge Heights Property.** Developer further agrees to limit its use of its Sandridge Heights property, described in Exhibit L, to either affordable housing or open space.

2.10 FLAGSTAFF MOUNTAIN MITIGATION MEASURES:

2.10.1 **Water System.** DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system within Flagstaff Mountain to serve the Project, including all fire flow and irrigation needs.

2.10.1.1 **Withdrawal of Water Protests.** DEVELOPER shall immediately withdraw its protests to the City's pending water change application(s) before the State Engineer and agrees not to protest future City applications before the State Engineer.

2.10.1.2 **Water Source.** DEVELOPER shall design and construct a water source and delivery system to transport water from the water source to Flagstaff Mountain and to dedicate that system to the City. DEVELOPER and the City anticipate that such delivery system will include the development of a well of sufficient capacity to serve the Project.

2.10.1.3 **Group II Rights.** The City and DEVELOPER agree to file a joint application with the State Engineer to convert to municipal use within the boundaries of the Park City Water Service District all "Group II" water rights owned by both parties. The joint application will list all mutual points of diversion, all of the City's municipal sources, and all of DEVELOPER's sources including the proposed Ontario and Empire Canyon

Wells. DEVELOPER and the City shall divide the Group II rights approved for municipal use evenly, with DEVELOPER and the City each taking ownership of one-half of the total approved rights. DEVELOPER agrees to sell exclusively to the City its portion of the approved Group II water rights and DEVELOPER's interest in its Theriot Springs and Haueter Springs water rights (Weber Decree Award #456, #467 and #468) collectively referred to herein as the "Committed Water".

2.10.1.4 **Committed Water.** Once approved for municipal use, all Committed Water shall be leased to the City at a nominal cost and will therefore be unavailable for sale to others. DEVELOPER shall dedicate the Committed Water to the City, and the City shall pay to DEVELOPER from time to time an amount equal to the water development impact fees actually collected by the Park City Water Service District from the development of Flagstaff Mountain. Each such payment from the City to DEVELOPER shall be paid within 30 days following the receipt by the Park City Water Service District of each such water development impact fee.

2.10.1.5 **Excess Water Rights.** If after ten (10) years or 90% buildout of Flagstaff Mountain and Bonanza Flats, whichever last occurs, DEVELOPER retains water rights in excess of the water demand for both projects, the City may purchase the excess water rights from DEVELOPER at fair market value based on an appraisal from a mutually agreed upon appraiser or the City may relinquish its interest in the excess water rights. The City shall elect to either purchase (some or all of the

excess water rights) or relinquish its interest in the excess water rights within 180 days of written notice of the expiration of 10 years or 90% buildout of both projects, whichever last occurs. If the City takes no action within the 180 days, City will be deemed to have relinquished its interest in the excess water rights.

2.10.1.6 Impact Fees and Water Rates. The City will charge water development and connection impact fees and water rates within the Project in an amount equal to the water development and connection impact fees and water rates charged to other water users within the Park City Water Service District, unless extraordinary costs can be identified by the City and fairly assigned to the water users within the Project.

2.10.2 Subsequent Agreements. Since the time the original Agreement was adopted and executed, the City and DEVELOPER have entered into agreements that impact, implement and/or clarify certain provisions of the original Agreement including (i) An Agreement For A Joint Well Development Program dated January 14, 2000, (ii) a Memorandum of Understanding, dated January 14, 2000, Between Park City Municipal Corporation and United Park City Mines Company Clarifying and Implementing the Water Service and Water Source Development Provisions of the Development Agreement of June 24, 1999, and (iii) the Water Agreement dated effective as of March 2, 2007 (collectively, the Subsequent Agreements). The fact that this Agreement is styled as an amended and restated agreement shall not operate or be deemed to supersede, contravene, or amend the terms, conditions or provisions of the Subsequent Agreements.

2.10.3 Transportation and Traffic Mitigation. DEVELOPER has agreed to provide the following transportation and traffic mitigation measures.¹⁴ Prior to the issuance of a Certificate of Occupancy within the Mountain Village,¹⁵ the DEVELOPER shall provide the following to reduce the traffic anticipated by the Project:

2.10.3.1 Van and Shuttle Service. DEVELOPER shall provide for its owners, employees and guests, van and shuttle service alternatives consisting of regular circulator service within the Mountain Village and service from the Mountain Village to key destinations such as the Salt Lake International Airport, Main Street, Silver Lake, golf courses, and recreational trail heads.

2.10.3.2 Road and Intersection Improvements. Attached hereto as Exhibit M is a map and a more detailed list of improvements, which shall be constructed by DEVELOPER in satisfaction of this obligation. Prior to the construction of any of the improvements described below, the City shall review and approve or reject with suggested changes all plans, drawings and specifications with respect to the alignment and construction of such road and intersection improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

¹⁴ However, within the Small Scale MPD process, the City may conclude that these transportation and traffic measures should be reduced, and will modify DEVELOPER's obligations accordingly.

¹⁵ Except for DEER VALLEY's day lodge pursuant to paragraph 2.5 herein.

- 2.10.3.3 **Contribution to Marsac Roundabout.** DEVELOPER shall financially participate in the reconstruction of the intersection of Marsac Avenue and Deer Valley Drive. DEVELOPER is responsible for paying its proportionate share (determined by projected traffic generation) of the City's cost of such reconstruction to mitigate the impact of the Flagstaff Mountain and Bonanza Flats projects on the intersection.
- 2.10.3.4 **Runaway Truck Lane.** DEVELOPER, or an affiliate of DEVELOPER, shall construct a runaway truck lane on the Mine Road section of S.R. 224, as described on Exhibit N attached hereto. DEVELOPER expects to dedicate the Runaway Truck Lane to UDOT.
- 2.10.3.5 **Mine Road Widening.** Upon Planning Commission recommendation, DEVELOPER shall widen the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.
- 2.10.3.6 **Mine Road Passing Lane.** Upon Planning Commission recommendation, DEVELOPER shall create and dedicate a passing lane on the Mine Road section of S.R. 224 as described on Exhibit M attached hereto.
- 2.10.3.7 **Drainage Improvements.** DEVELOPER shall improve drainage to S.R. 224 as described on Exhibit M attached hereto.
- 2.10.3.8 **Landscaping.** Upon Planning Commission approval, DEVELOPER may construct and create, at DEVELOPER'S sole cost and expense, landscape improvements in the area depicted on

Exhibit M, uphill from the intersection of S.R. 224 with Hillside to act as a Project entry statement.

2.10.4 **Construction Mitigation.** DEVELOPER shall provide the following measures, all to the reasonable satisfaction of the City's Chief Building Official, to mitigate the impact of construction within Flagstaff Mountain. DEVELOPER shall also adhere to the usual construction impact mitigation measures required by the City. Additional reasonable site-specific mitigation measures may be required at the Small Scale MPD phase. These measures will be permanently reflected in Covenants, Conditions and Restrictions of each development parcel. The Detailed Construction Phasing Plan to be submitted by DEVELOPER to the City shall include, without limitation, provisions pertaining to:

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

2.10.4.2 Construction staging, on-site batch plants, and materials stockpiling¹⁶ and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.

2.10.4.3 Construction traffic routing plan to minimize traffic impacts on Old Town and residential areas, by only allowing construction traffic to use current state roads, unless otherwise directed by the City.

2.10.4.4 Dust and soils monitoring and containment, along with remediation of contaminated mining waste within the areas that are disturbed during the construction of the improvements within the Project and erosion and runoff controls for the entire Project

¹⁶ Developer shall stockpile all earthen material on site.

2.10.4.5 Temporary public access trails throughout construction.

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

2.10.5 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units ("Affordable Unit Equivalents" or "AUEs") as defined by the City's affordable housing policy in an amount equal to 10% of the residential Unit Equivalents and 20% of the commercial Unit Equivalents approved by the City for the Project (collectively, the "Base AUEs"). The employee/affordable housing requirement for the Project, including the Montage, is 98.9 Base AUEs. One AUE equals 800 square feet. In addition to the Base AUEs, DEVELOPER has committed to construct, off-site, 20 additional AUEs (the "Additional AUEs") as an additional community benefit for the Project. Within 24 months from the effective date of this Agreement, the DEVELOPER (or any assignee thereof) shall either (i) begin construction of the 20 Additional AUEs, or (ii) post a financial guarantee in a form acceptable to the City Attorney in favor of the City equal to 10 percent of the estimated construction costs of the Additional AUEs. Each Additional AUE shall be sold or rented at prices and terms consistent with the City's affordable housing guidelines in effect at the time a Certificate of Occupancy is issued for the AUE. The calculation of total AUEs is detailed in the following table:

<u>Type of Use</u>	<u>Unit Equivalents</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Residential			
Residential Units	785	0.1	78.50
Single Family Home Sites	54	0.1	5.40
Subtotal Residential	839		83.90
<u>Type of Use</u>	<u>Square Footage / 1,000 SF</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Commercial			
Commercial Unit Equivalents	75	0.2	15.00
Subtotal Commercial	75		15.00
Base AUEs On-Site (25%): 24.725			
Base AUEs Off-Site (75%): 74.175 *			
Total Base AUEs			98.90
Additional AUEs Contributed by Developer (located Quinns Junction)			20.00
TOTAL AUEs			118.00

*May be located at Quinns Junction, consistent with the City's approved employee/affordable housing plan.

A minimum of 25% of the Base AUEs shall be located on-site within the Project; however, at DEVELOPER'S option, any such on-site Base AUEs not actually constructed on-site or contractually committed to be constructed on-site may be constructed off-site on a 1.5-for-1 basis. DEVELOPER and the City shall consult with Mountainlands Housing Trust, or its equivalent (if any), to determine the type and location of employee/affordable housing which would be most effective in offsetting the demand generated from the Project. DEVELOPER shall provide the remaining 75% of the Base AUEs consistent with the City's approved employee/affordable housing plan. The employee/affordable housing will be phased with the Project in accordance with the approved Phasing Plan. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

- 2.10.5.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or
- 2.10.5.2 Donate in a form satisfactory to the City, without restrictions or encumbrances, the 20-Acre Quinn's Junction Parcel to the City in lieu of some or all of the remaining portion of DEVELOPER's affordable housing obligation; or

2.10.5.3 Build the units on an alternate parcel provided to DEVELOPER by the City. DEVELOPER must donate the 20-Acre Quinn's Junction Parcel to the City if the City offers to donate otherwise suitable land to DEVELOPER. If the City and DEVELOPER exchange parcels with respect to the new employee/affordable housing units, then DEVELOPER shall construct on such alternate parcel such number of new employee/affordable housing units, up to the required number of units, for which DEVELOPER is able to obtain approval. In no event shall the cost incurred by DEVELOPER to construct the new employee/affordable housing units on an alternate parcel provided by the City exceed the cost which DEVELOPER would have incurred to construct such new employee/affordable housing units on the 20-Acre Quinn's Junction Parcel; or

2.10.5.4 If mutually acceptable to DEVELOPER and the City, pay to the City a fee in lieu of constructing employee/affordable housing, consistent with the City's affordable housing policy, if such payment in lieu of constructing employee/affordable housing results in the construction or dedication of actual units for affordable /employee housing; or

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

2.10.6 5-Year Irrevocable Offer to Annex the 20-Acre

Quinn's Junction Parcel. For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

SECTION III. ADDITIONAL PUBLIC BENEFITS

In addition to the foregoing, DEVELOPER offers the following inducements to contract:

- 3.1 **Richardson Flats.** DEVELOPER unconditionally offers to annex Richardson Flats to the City and, regardless of the annexation of Richardson Flats, to restrict development of Richardson Flats to one of the following options to be selected by DEVELOPER, at DEVELOPER'S sole discretion:

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate¹⁷ provisions for defined public access.

Option 2. Under Option two, DEVELOPER must limit the use of Richardson Flats to an 18-hole golf course (with the requisite clubhouse, maintenance buildings and other related improvements)¹⁸ and would make available to the City a site for a second 18-hole golf course. The site to be donated to the City would not include land in need of environmental remediation. If a second golf course is constructed under Option two, then the City and DEVELOPER shall work cooperatively to develop shared facilities such as a driving range and golf maintenance shops.

Option 3. If, after diligent efforts, DEVELOPER cannot receive EPA or DEQ approval of the aforementioned recreational

¹⁷ The course must be operated to maximize play.

¹⁸ Under Option 2 DEVELOPER may in the City's sole discretion be afforded the right to use Richardson Flats for such other public recreational opportunities or special events as the City may deem proper.

improvements, DEVELOPER will perpetually deed restrict Richardson Flats to prevent further development.¹⁹

In addition to the foregoing provisions, DEVELOPER shall, in part as an additional public benefit and in part as a traffic mitigation measure, provide the City with fee title (unless the City otherwise agrees to a long term lease) to 30 acres at Richardson Flats. Such acreage will be used only for ball fields or similar recreational spaces, and improvements related thereto, and parking. On this acreage, DEVELOPER will provide a parking area which may be paved and which will accommodate segregated Montage and Empire Pass parking (up to 100 spaces), and parking for the City (up to 650 spaces), for a total of up to 750 spaces. This parking area will also serve as the location for Montage construction parking, and DEVELOPER or Montage shall be responsible for providing or arranging construction parking shuttles. The parking improvements may be constructed in phases. DEVELOPER will have naming rights for the ball fields or similar recreational spaces, and will not select a name that is inappropriate. The parking improvements (excluding the 100 dedicated Montage spaces and spaces required for construction parking and other operational needs) may be used by the City for reasonable ancillary uses such as special events.

- 3.2 **Open Space/Transit Management Fund.** DEVELOPER shall pay on each transfer of DEVELOPER's land, and shall separately covenant with all successors in interest in a manner which runs with the land, to assess a 1% Open Space/Transit Management Fee on the gross sales price of all real property within the Project. 50% of the Open Space/Transit Management Fee shall belong to the Flagstaff Mountain Master Resort

¹⁹ The timing of Richardson Flats development shall be addressed in the Construction Phasing and General Infrastructure Phasing Plans required in Sections 2.1.10 and 2.1.11 with development commencing as early as possible.

Association to reduce Master Resort Association dues associated with obligations assumed herein or to enhance the Master Resort Association's service to its members. 50% of the Open Space/Transit Management Fee shall be paid to the City to assist in funding the costs and expenses for enhanced transportation to the Project, recreation improvements and/or open space acquisition, maintenance or preservation. This Open Space/Transit Management Fee shall not apply to the transfer of real property within the Project either solely as security for financing (e.g. mortgage) or for nominal consideration solely to initially capitalize the development entity. DEVELOPER acknowledges that the Project requires an open space management fee to mitigate the adverse effects of the Project. As such, DEVELOPER covenants that it will pay this fee as a contractual obligation, and not as a regulated entity. DEVELOPER shall vigorously defend the imposition of such fees. DEVELOPER shall not take any action (contractually, judicially, or legislatively) to challenge or otherwise adversely affect the enforceability of the Open Space/Transit Management Fee as a valid and enforceable real covenant.

SECTION IV. IMPACT FEES/PLAN CHECK FEES

- 4.1 **Conditions of Approval and Impact Fees.** With respect to the development of Flagstaff Mountain, DEVELOPER accepts and agrees to comply with the impact, connection and building fees of the City currently in effect, or as amended, to the extent the amended fees are applied uniformly within an impact fee district. DEVELOPER acknowledges that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. As such, DEVELOPER covenants that it will pay impact fees as a contractual obligation, and not exclusively as a regulated entity. If the state legislature disallows the imposition of a regulatory impact fee, DEVELOPER will pay those impact fees in effect at the time of such change in state law throughout the remaining buildout of the Project. Further DEVELOPER

agrees to pay plan check fees in the amount of 65% of the building permit fee.

SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS

- 5.1 **Restrictions on Bonanza Flats Development.** DEVELOPER covenants that it will never apply, nor assist in any application, to the City or to Wasatch County for the development of Bonanza Flats in excess of the following maximum densities. Further, DEVELOPER shall amend its development application with Wasatch County, and shall restrict development in Bonanza Flats to the following maximum densities:
- 5.1.1 A maximum of 260 residential units (280 Unit Equivalents), of which no more than 160 units shall be Bonanza Flats single family home sites.
 - 5.1.2 An 18-hole golf course, including the construction of no larger than a 20,000 sq. ft club house and other golf-related facilities, with Nordic skiing thereon during the winter, all as generally depicted on Exhibit O.
 - 5.1.3 75,000 square feet of resort-related commercial uses.
 - 5.1.4 Alpine and Nordic ski terrain, ski runs, ski lifts and other ski-related improvements, all as depicted on Exhibit O.
- 5.2 **Wasatch County Approval of Bonanza Flats Development Proposal.** DEVELOPER has a pending application in Wasatch County, with respect to Bonanza Flats, requesting density far in excess of that which the City regards as appropriate. As an inducement for the City to enter into this Agreement, DEVELOPER agrees to amend its development application with Wasatch County in order to reflect the terms and conditions of this Agreement regarding the development of Bonanza Flats. City's contractual restrictions on Bonanza Flats development are in no respect an endorsement of development on Bonanza Flats. DEVELOPER agrees that the portions of Bonanza Flats, as described on Exhibit C attached hereto, which are not to be developed shall be subjected to restrictive covenants or conservation easements, dedicated to a third party conservation trust (or

similar entity), in a form acceptable to the City, so that the real property which is not to be developed shall be limited in perpetuity to recreational and open-space uses. DEVELOPER and the City acknowledge that the annexation of Bonanza Flats to the City is not being considered at this time by either the City or by DEVELOPER.

5.3 Snyderville Basin Sewer Improvement District Annexation.

Snyderville Basin Sewer Improvement District ("SBSID") must agree to annex Bonanza Flats and agree to provide sewer service within Bonanza Flats if Park City is to provide water service to the area. SBSID capacity shall be restricted in size to accommodate no more than the restricted densities agreed to herein. If Wasatch County approves the use of Park City water for culinary use in Bonanza Flats, then DEVELOPER must apply for and pursue annexation to SBSID.

5.4 Annexation. If Wasatch County recommends that DEVELOPER seek annexation to the City of Bonanza Flats, then DEVELOPER shall request that the City annex Bonanza Flats. In the event that DEVELOPER requests that the City annex Bonanza Flats, the City anticipates the execution of an interlocal agreement with Wasatch County to address fiscal issues in connection with the City's annexation of Bonanza Flats.

5.5 Request for Transfer of Bonanza Flats Density to Flagstaff Mountain.

DEVELOPER may seek approval from the City of additional density within Flagstaff Mountain in exchange for DEVELOPER transferring approved density from Bonanza Flats and deed restricting such land as open space. City's contractual restrictions on development in Bonanza Flats in no way shall be construed as an endorsement of such densities either in Bonanza Flats nor transferred to the Mountain Village. Upon DEVELOPER's request, the City would consider such transfer. If favorably inclined to entertain such density transfer, the City would attempt in good faith to negotiate an interlocal agreement with Wasatch County to address fiscal issues associated with such action. In connection with any such request by DEVELOPER, the City may give higher priority

to the transfer of multifamily or lodging units and may consider many factors, including but not limited to the following:

- 5.5.1 The location and quality of open space within the Bonanza Flats property that would occur as a result of the transfer;
- 5.5.2 The suitability of increased density in the Mountain Village;
- 5.5.3 The potential reduction of traffic;
- 5.5.4 The potential positive impacts on the transportation system;
- 5.5.5 The visual and other impacts to the Mountain Village; and
- 5.5.6 The positive and negative impacts to the Bonanza Flats Property.

5.6 **Private Road.** Consistent with an approved phasing plan for Flagstaff Mountain, DEVELOPER may construct a private controlled access road between the Flagstaff Mountain and the Bonanza Flats development areas, provided that such private road is properly controlled to prevent through access to adjacent properties and deed restricted to prevent its extension beyond the terminus depicted in Exhibit C.

5.7 **Water Service.** DEVELOPER and the City acknowledge and agree that water service and sewer service to Bonanza Flats should be provided from the same basin in order to avoid any trans-basin transfer issues. Inasmuch as the City shall be providing water service to the Project, the City and DEVELOPER desire that the City provide water service to Bonanza Flats as well. If Wasatch County: 1) approves DEVELOPER's amended proposal for the limited development of Bonanza Flats detailed herein, and 2) approves DEVELOPER's proposal that the City provide water service to Bonanza Flats, then, subject to a City-approved infrastructure phasing plan, DEVELOPER shall build and dedicate to the Park City Water Service District an adequate water delivery system, to service Bonanza Flats, including all fire flow and irrigation needs. DEVELOPER shall work cooperatively with the City to develop a water source or sources, including, but not limited to, making well sites, water rights and easements available to the City. The City shall provide culinary water to Bonanza Flats according to the terms of this Agreement. DEVELOPER will

construct all infrastructure, including a source of water necessary to provide water service to Bonanza Flats. City water development and connection fees, as well as water rates, shall be the same as those imposed in the Project, unless the City can identify and fairly assign extraordinary costs to end users within Bonanza Flats. No water from a Weber Drainage Basin source shall be used for outdoor uses in Bonanza Flats.

5.8 **No Annexation Alternative.** If Bonanza Flats is not annexed into the City, and if the requirements described in Sections 5.3, 5.6 and 5.7 are satisfied, then DEVELOPER shall not build within Bonanza Flats more than the units described in Section 5.1 above.

5.9 **Conditions of Development of Bonanza Flats.** Regardless of the annexation of Bonanza Flats to the City, DEVELOPER agrees to the following:

5.9.1 The residential and commercial units constructed within Bonanza Flats shall not be located adjacent to the lakes within the Bonanza Flats property.

5.9.2 If Bonanza Flats is developed, but is not annexed DEVELOPER agrees to provide employee/affordable housing units consistent with its obligations in the Flagstaff Mountain annexation.

5.9.3 Within Bonanza Flats, DEVELOPER shall limit the construction of wood-burning devices to one wood-burning device per single family unit. DEVELOPER shall not request approval from Wasatch County or from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within Bonanza Flats, DEVELOPER may construct one wood-burning device in each such lodge or hotel.

5.9.4 DEVELOPER shall pursue an interlocal agreement with Wasatch County whereby the Park City Fire Protection District will provide fire protection services within Bonanza Flats.

5.9.5 Upon realignment of S.R. 224, DEVELOPER shall prohibit

commercial snowmobile use within Bonanza Flats.

SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

- 6.1 This Agreement may be amended from time to time by mutual written consent of the Parties.

SECTION VII. IMPLEMENTATION OF THIS AGREEMENT

- 7.1 **Processing and Approvals.** Site specific plans shall be deemed proposed Small Scale Master Plans and shall be subject to the process and limitations set forth in the Park City Municipal Corporation Land Management Code that is in effect when the DEVELOPER submits a complete application for a Small Scale MPD.
- 7.2 **Cooperation in the Event of Legal Challenge.** If any third party challenges the validity, or any provision, of this Agreement, (1) the Parties shall cooperate in defending such action or proceeding, and (2) DEVELOPER shall hold harmless, and shall indemnify the City for all costs (including attorneys' fees) associated with defending this Agreement. Nothing herein shall be construed as a waiver of governmental immunity, as applicable.
- 7.3 **Impossibility of Performance.** If this Agreement is delayed in its effect by actions beyond the control of City or DEVELOPER, this Agreement shall remain in full force and effect during such delay. If such delay in the effect of this Agreement extends for a period of more than one year, this Agreement shall be terminable by DEVELOPER or the City upon written notice to the other at any time after such initial one-year period. In the event of termination, all rights and obligations hereunder shall be deemed terminated, provided, however, that the parties shall cooperate to return to the status quo ante.

Section VIII. GENERAL PROVISIONS

- 8.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each

of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project.

8.2 **Transfer of Property.** DEVELOPER and DEER VALLEY shall have the right, without obtaining the City's consent or approval, to assign or transfer all or any portion of its rights, but not its obligations, under this Agreement to any party acquiring an interest or estate in the Project, or any portion thereof. Third party assumption of DEVELOPER's or DEER VALLEY's obligations under this Agreement shall not relieve DEVELOPER or DEER VALLEY of any responsibility or liability with respect to the expressly assumed obligation, unless the City expressly agrees in writing to the reduction or elimination of DEVELOPER's or DEER VALLEY's responsibility or liability. DEVELOPER and DEER VALLEY shall provide notice of any proposed or completed assignment or transfer. If DEVELOPER or DEER VALLEY transfers all or any portion of the property comprising Flagstaff Mountain, Richardson Flats, Sandridge or Bonanza Flats, the transferee shall succeed to all of DEVELOPER's or DEER VALLEY's rights under this Agreement. To the extent the City believes (in its sole discretion, considering the totality of the DEVELOPER's and/or DEER VALLEY's obligations) that the successor in interest has ample resources to secure the City's rights under this Agreement, the City may release DEVELOPER and/or DEER VALLEY from its proportionate liability under this Agreement.

8.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (1) the subject development is a private development; (2) City, DEER VALLEY and DEVELOPER hereby renounce the existence of any form of agency relationship, joint venture or partnership among City, DEER VALLEY and DEVELOPER;

and (3) nothing contained herein shall be construed as creating any such relationship among City, DEER VALLEY and DEVELOPER.

SECTION IX. MISCELLANEOUS

- 9.1 **Incorporation of Recitals and Introductory Paragraphs.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 9.2 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 9.3 **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- 9.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for DEVELOPER, DEER VALLEY and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Since the time the original Agreement was adopted and executed, many of the DEVELOPER'S obligations hereunder have been satisfied. The fact that this Agreement is styled as an amended and restated agreement shall not be deemed or construed to reinstate the DEVELOPER obligations that have been satisfied as of the date hereof.
- 9.5 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States

mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to the other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to City to:

City Manager
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

Copy to:

City Attorney
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

If to DEVELOPER to:

United Park City Mines
c/o David J. Smith
P.O. Box 1450
Park City, UT 84060

Copy to:

Clark K. Taylor
VanCott Bagley Cornwall & McCarthy
P. O. Box 45340
Salt Lake City, Utah 84145

If to DEER VALLEY:

Deer Valley Resort Company
Attn: Bob Wheaton, President
2250 Deer Valley Drive South
P.O. Box 889
Park City, Utah 84060

Copy to:

General Counsel
Royal Street Corporation
7620 Royal Street East, Suite 205
P.O. Box 3179
Park City, Utah 84060

TALISKER
900 MAIN ST Suite 6111
P.O. Box 4349
84060

9.6 **No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

9.7 **Counterparts and Exhibits.** This Agreement is executed in four (4) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of forty-two (42) pages, including notary acknowledgment forms, and in addition, sixteen (16) exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Map and Legal description of Flagstaff Mountain
Exhibit B	Map and Legal description of the Iron Mountain Parcels
Exhibit C	Map and Legal description of Bonanza Flats
Exhibit D	Map and Legal description of Richardson Flats
Exhibit E	Map and Legal description of 20-Acre Quinn's Junction Parcel
Exhibit F	Deer Valley Ski Area Master Plan
Exhibit G	Deer Valley Resort Company Ski Run Construction and Revegetation Standards
Exhibit H	Guardsman Realignment
Exhibit I	Emergency Access
Exhibit J	Lady Morgan Springs Open Space Area
Exhibit K	Approximate Location of Prospect Ridge Open Space
Exhibit L	Map and Legal description of Sandridge Parking Lots and Sandridge Heights parcels
Exhibit M	Road and Intersection Improvements Detail
Exhibit N	Runaway Truck Lane
Exhibit O	Bonanza Flats golf course and ski improvements

Exhibit P Zoning Map for Flagstaff Mountain

- 9.8 **Attorneys' Fees.** In the event of a dispute between any of the Parties arising under this Agreement, the prevailing Party shall be awarded its attorneys' fees and costs to enforce the terms of this Agreement.
- 9.9 **Duration.** This Agreement shall continue in force and effect until all obligations hereto have been satisfied. DEVELOPER shall record the approved annexation plat for Flagstaff Mountain within 30 days of the City's adoption of an annexation ordinance to annex Flagstaff Mountain. The Large Scale Master Plan for Flagstaff Mountain granted herein shall continue in force and effect for a minimum of four years from its issuance and shall be effective so long as construction is proceeding in accordance with the approved phasing plan. Upon expiration of the minimum four-year period, approval will lapse after two additional years of Inaction following the expiration of such four-year period, unless extended for up to two years by the Planning Commission.

IN WITNESS WHEREOF, this Agreement has been executed by UPCM and by DEER VALLEY by persons duly authorized to execute the same and by the City of Park City, acting by and through its City Council effective as of the 2nd day of March, 2007.

PARK CITY MUNICIPAL CORPORATION

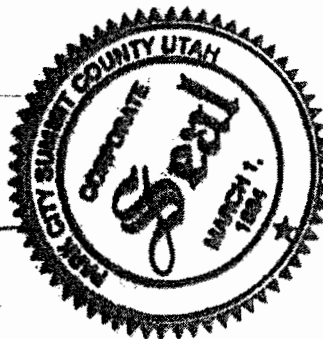
By: *Dana Williams*
Dana Williams, Mayor

ATTEST: City Clerk

By: *Janet Scott*
Janet Scott, City Recorder

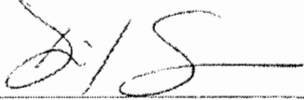
APPROVED AS TO FORM:

Mark D. Harrington
Mark D. Harrington, City Attorney



DEVELOPER:

United Park City Mines Company,
a Delaware corporation



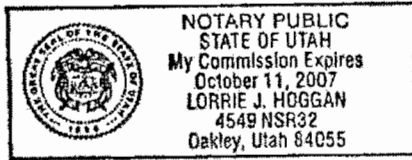
David J. Smith, Authorized Signing Officer

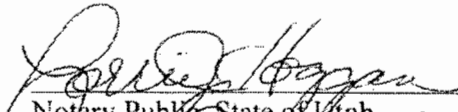
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,

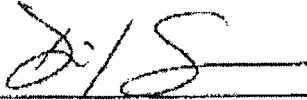
a Utah limited partnership

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

By: _____
Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



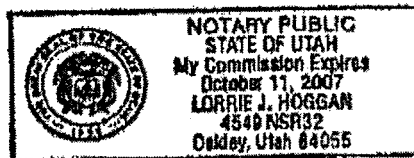
David J. Smith, Authorized Signing Officer

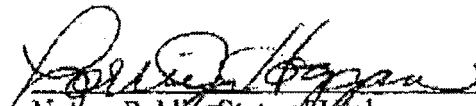
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

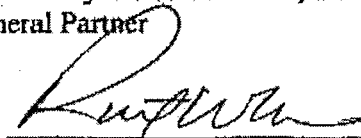
On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.




Notary Public, State of Utah
Residing in Orlery, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership

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

By: 

Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



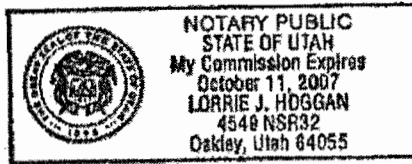
David J. Smith, Authorized Signing Officer

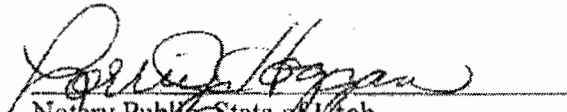
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 28th day of ~~March~~ ^{February}, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

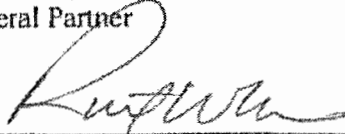



Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

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

By: 

Robert Wells, Vice President

Arizona
STATE OF UTAH)
MARICOPA : ss
COUNTY OF SUMMIT)

On this 1 day of MARCH, 2007 before me, *Constance M Richards*, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



Constance M Richards
Notary Public, State of Utah AZ
Residing in Maricopa County, AZ

ARIZONA
STATE OF UTAH)
 MARICOPA : SS
COUNTY OF SUMMIT)

On this 1 day of MARCH, 2007 before me, Constance M Richards, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.



Constance M Richards
Notary Public, State of Utah AZ
Residing in Maricopa County, AZ

SCHEDULE 3.1

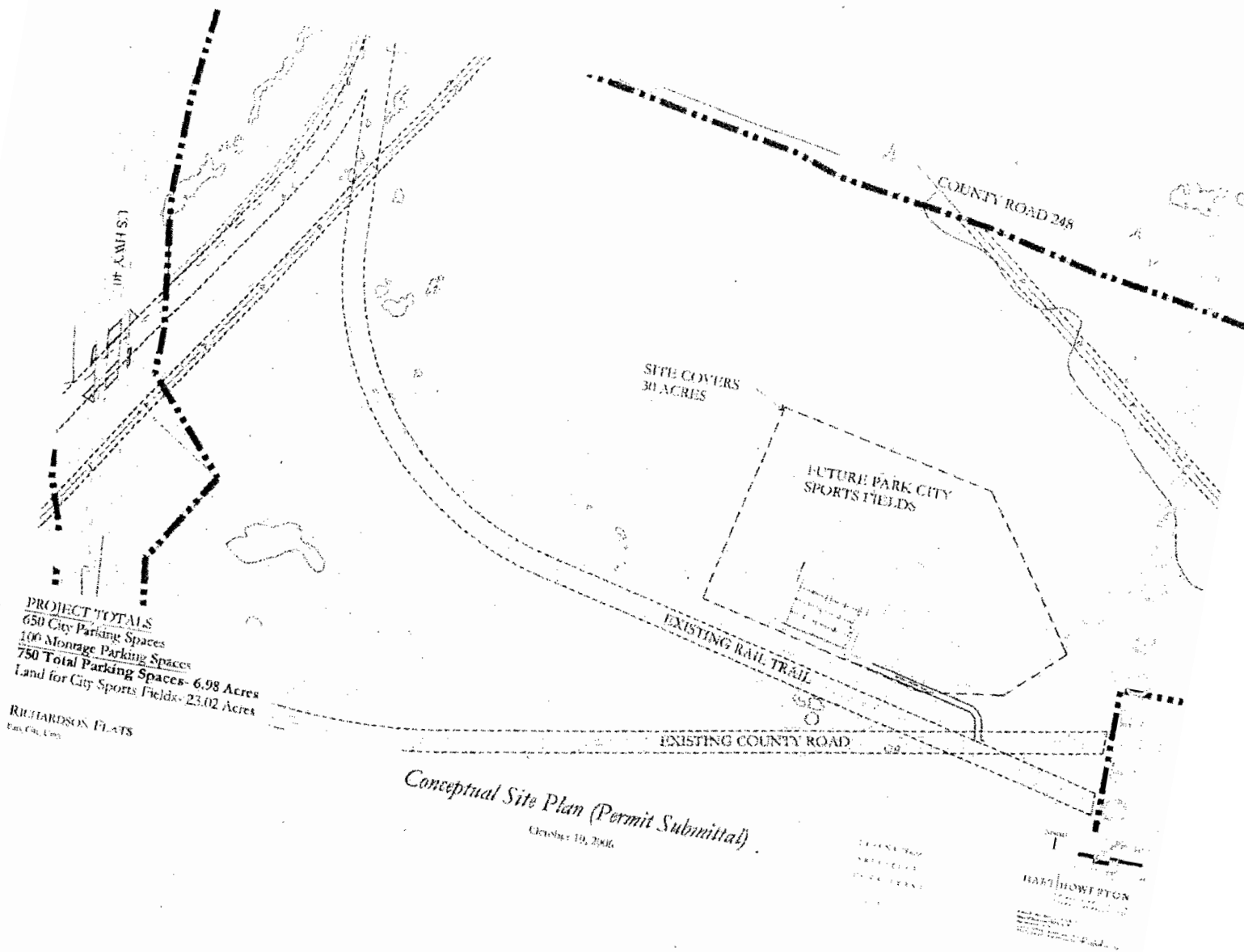
RICHARDSON FLATS PARKING AREA SPECIFICATIONS

Talisker or United Park City Mines Company will provide the City with fee title (unless the City otherwise agrees to a long term lease) to 30 acres at Richardson Flats (map attached). The use of this land is provided on the basis that it will be only for ball fields or similar recreational spaces (and related improvements) and parking. On this acreage, Talisker will provide a paved area which will accommodate segregated Montage and Empire Pass parking (up to 100 spaces) and parking for the City (up to 650 spaces) for a total of up to 750 spaces. The cost of improving the existing County road leading to the site shall be paid for by the Developer, and shall be subject to a late comer's agreement. The parking improvements shall be constructed in phases as established during the MPD for those improvements in cooperation with Summit County. The parking improvements (excluding the 100 dedicated Montage spaces and spaces required for construction parking and other operational needs) may be used by the City for reasonable ancillary uses such as special events. Construction of the parking improvements will be assured through a form of completion bonding consisting of a draw-down letter of credit or other similar instrument in an amount equivalent to the good faith estimated cost to construct the parking improvements, but in an amount not to exceed \$1,800,000. In the event any permit application is denied such that the parking improvements cannot be constructed, the City shall be entitled to draw the entire amount of the completion bond, letter of credit or similar instrument (as the case may be), and DEVELOPER shall have no further obligation to construct the parking improvements.

Additional specifications are as follows:

1. Adequate space will be provided for drainage & snow storage.
2. The area will have reasonably flat terrain.
3. The parking lot will allow adequate bus travel through the parking area.
4. An allowance for signs and street lights is included.
5. The lot will be paved to accommodate the weight of City busses, in accordance with applicable Summit County construction standards and/or the Park City Construction Specifications and Standard Drawings as reasonably applied by the City engineer and the DEVELOPER'S design engineer.

The precise layout and cost of the ball fields or similar recreational spaces within the 30 acre parcel, and improvements related thereto, are the City's responsibility.



Conceptual Site Plan (Permit Submittal)

October 19, 2006

Empire Pass Village¹
(the "Village")
Master Plan Development
Project Description
March 2004
Revised July 2004



OVERVIEW OF DEVELOPMENT

Flagstaff Mountain Resort Large Scale Master Plan Development (LSMPD) set out the major development parameters of the project. The LSMPD contemplated a series of subsequent MPD approvals that would further define the development standards for the project. The LSMPD segregated the development into two general development areas. The first is the Village, which consists of three development Pods (A, B1 and B2), and the second is the Red Cloud Neighborhood (aka Pod D). The first phase of the project's development occurs within the Village.

Two subdivisions have been approved within the Village to date, they are: The Northside subdivision, which include Pod B1 and one building in Pod A, and the second is the Phase 1a plat within Pod A. Both approvals have projects under construction. These approvals total 76 units. The remainder of the development within the Village is the subject of this MPD application.

The Village contains a maximum of 470 units and an additional 16 single-family homes. The 470 units are composed of up to 60 PUD's with the remainder being multifamily units. In addition, the Village is allowed up to 75,000 sq ft of commercial. The Pods within the Village are connected by the newly realigned state route 224 (aka Marsac Avenue).

The Red Cloud Neighborhood (Pod D) is a single-family subdivision with a total of 30 homes within the Developers property. Red Cloud is not a part of this Village MPD.

The project is subject to the Flagstaff Mountain Annexation Resolution, Development Agreement (DA), and Large Scale Master Plan Development (LSMPD) approval dated June 24, 1999. Further, the project is subject to the 14 "Plans" identified in the LSMPD, as adopted by the Planning Commission in December of 2001 and subsequent revisions of those plans.

¹ Referred to in the project's Development Agreement as the "Mountain Village"

THE VILLAGE MPD APPLICATION

This application consists of all of the remaining development within Pod A². This MPD establishes building height, volumetrics, and assign units and Unit Equivalents within Pod A and establish the remaining units available for consideration by the Commission in the Pod B2 MPD.

Summary of Proposed and Approved Development

The density and unit types for existing and proposed development are summarized in the following table and are discussed in the subsequent text by Pod. These density allocations are conceptual at this time, and will be refined as the project builds out.

Development Summary Table

Village MPD Density Summary

Residential			Total	Unit	Total MF and PUD Units	Total Units as PUDs	Total Single Family
Location Pod	Building or lot	Notes	Net sq ft	Equivalent			
A	1-9	Alpine Club is building 1	502,142	251.1	217.0		
A	H	Lot D North Side	66,000	33.0	22.0		
A	PUDs	Single or Duplex	170,800	85.4	38.0	38.0	
A	Townhomes		127,925	64.0	43.0		
A	Single Family						6.0
A	Remainder		4,400	2.2	1.5		
B1	PUD's	Singles or Duplex (lot B)	90,000	45.0 ³	18.0	18.0	
B1	Lot C		75,000	37.5	25.0		
B1	Single Family						10.0
Remaining	Multifamily				101.5		
Remaining	PUD's	Single or Duplex			4.0	4.0	
Pod A total multifamily and PUDs			871,267	435.6	321.5		
Pod B1 total multifamily and PUDs			165,000	82.5	43.0		
Remainder total multifamily and PUDs			373,733	186.9	105.5		
Total Project			1,410,000	705.0	470.0	60.0	16.0

² An MPD and CUP has been granted for the first phase of Pod A consisting of 9 PUDs and a triplex for a total of 12 units. Building "H" of the Northside Subdivision is also in Pod A and contains 22 units.

³ This UE count differs from the approved MPD and will need a revision to that MPD to comply with recent interpretation.

Development Summary Table (continued)

Commercial

Project total	75,000
Pod A Alpine Club and miscellaneous	8,000
Remainder to B or surplus	67,000

Notes:

1. Unit and Unit Equivalent assignments are approximate and subject to some modification. The development agreement requires that 65% of the 470 units are to be built in pod A (306 units total). Provided that this and other requirements of the Development Agreement are met, the Unit and UE assigned to both buildings and Pods in this table can move provided that they conform with the approved site plan and fit within the approved Volumetrics.

2. Net Square Footage refers to the interior square footage of a condominium (that which is privately owned) and excludes exterior hallways, and other common and limited common space within the building.

The Alpine Club

One of the central focuses for the creation of a vibrant Village is a gathering place that draws people together. The Alpine Club will create this sense of community for the residents of Empire Pass and the heart and soul of the development.

A great deal of time and attention has gone into the design of this facility. Located slope side in the center of Pod A, this spacious Craftsman style building will create an elegant statement and set the architectural standard for Empire Pass.

Residents will come to the Alpine Club in the morning to start their day, for a coffee and light breakfast, and to enjoy time with neighbors. Over the course of the day, a family may enjoy the fitness center, classes, spa services, dining, après ski, concierge services, and planned excursions with plenty of room to lounge with friends.

The facility is adjacent to a new express lift which is the connection to the slopes of Deer Valley. The Transit Hub is located next to the Alpine Club, which is connected to all aspects of the Village by transit, trails or skiing.

Pedestrian Village and Trails

Pod A has been contemplated and designed as the central focus of the Development. Through the design of the trail system and Transit Hub, Pod A will form an integrated Pedestrian Village. The intent is to establish a Village that encourages pedestrian and transit related circulation wherever possible. Pod A will have an internal trail system that will provide

pedestrian connectivity between buildings within the Village, as well as to the Transit Hub and the Alpine Club located in the center of the development.

The Transit Hub has been architecturally designed to integrate with the Alpine Club building, and be an attractive landmark within the Pedestrian Village. The Transit Hub provides warmth and shelter, and will enhance the transit experience for all users (see attached renderings).

The trail surface and lighting will be designed to accommodate all season, night and day, pedestrian use. The primary network will be a minimum of 5 feet wide. A copy of the internal trails plan and related exhibits are attached.

Unit Counts and Types

The LSMPD set out unit counts and UEs for the project. Of the 470 units within the Village, a minimum 65% of the 470 units (306 units) were to be in Pod A, with the remainder in B1 and B2. The first phase approvals for the Northside Subdivisions include all of Pod B1 and building H in Pod A. This approval contained 64 units. An additional 12 units have been platted in Pod A phase 1a for a total of 76 units approved. The remaining 394 units will be allocated between the remainder of Pod A and Pod B2.

The proposed total unit count in Pod A is 321.5 units, which includes the 34 units already assigned in A (9 PUD's, 3 townhomes and 22 condo lodges in building H) leaving 287.5 as part of this MPD within Pod A. This density will be configured as follows:

- 217 units in 9 stacked flat buildings (condo lodges)
- 29 PUD's in duplexes or cluster homes, and
- 40 townhomes in triplex units.
- 1.5 remainder

In addition, the remaining 6 single family lots within the Village are contained in Pod A.

Request for Additional Height

The nine condo-lodge buildings that form the core of the village have been programmed to concentrate the density in the center of the activity in Pod A. These buildings are proximate to the Alpine Club and the Transit Hub and have excellent ski-to-ski from access. In addition, the location of this massing has allowed the bulk of the project to be pulled away from Marsac Avenue and thereby provide significant vegetation and landscape buffering. These buildings range from 4.5 to 6 stories in height and will

require the granting of additional height in this MPD. A discussion of that height request is included in the Volumetric section of this application.

POD B2 PROGRAM

Pod B2 is not a part of this MPD application and will be back with a separate MPD application when plans for that pod have solidified.

Request for Additional Height

The Pod B2 development site is the least visually sensitive location within the project when viewed from either the Sensitive Lands view points or the project view points selected by the Commission. Consequently, it is anticipated that the future application will include a request for additional height.

TRANSIT

The Transit and Parking Management Plan calls for a system that is a mix of fixed route and on-demand shuttles. The on-demand system targets the guests of the resort and the fixed route is primarily geared towards employees; although, some cross over will occur. The on-demand shuttle system consists of both 20 passenger shuttles and smaller capacity vehicles that will pick up at individual buildings as well as circulate from Old Town to the transit center at the Club.

The fixed route system will operate between the Old Town Transit Center and the Village and is designed to target employee trips. Peak demand for employee trips are the traditional work hours; whereas, the demand response system has its peak in the early evening. Planning for the Ontario Mine Bench has identified this as the primary transit stop for the employee shuttles as this is where most of the back-of-house functions for the project will be located. The Ontario Mine Bench is also proposed as a possible location for some of the of the on-site employee units. Two to six vehicles were scheduled to be phased in for the first 100 certificates of occupancy.

CONSTRUCTION SEQUENCING

Northside Subdivision (B1)

Vertical construction in the Village began in B1 in 2003 subsequent to the MPD approval which was granted in 2002. The B1 parcels were approved for 64 units in 24 townhomes, 18 PUD's and 22 stacked condo-lodge units in building H. In addition 10 single family lots were platted. Within B1 the 10 single family and 24 townhomes have sufficient approvals for

submission of building permit. The Townhome project has 9 units under construction currently. All of the remaining Townhome units are expected to break ground this summer. Three single family homes are under construction. The B1 townhome project CUP contains 1 on-site employee unit. The PUD site has been sold and could come in with a CUP at anytime. The condo-lodge does not have a developer as yet but could commence following a CUP approval.

Pod A

Pod A Phase 1a is being platted for 12 units in 9 PUD's and 3 townhomes. This is a sub-phase of the first phase of Pod A.

Building #2, known as Shooting Star, is planned to consist of approximately 22 stacked condo-lodge units. This building will likely commence construction in the summer of 2004.

The Alpine Club building is planned to contain approximately 22 stacked condo-lodge units in addition to the Club facilities. This building is planned to commence construction in the spring of 2005, depending upon the pace of sales.

Concurrently with the Shooting Star and Alpine Club buildings, an additional 28 units in townhomes and PUD's are proposed. These additional units will likely be started in the summer or fall of 2004 depending on sales. The Pod A Phasing Plan is attached.

Pod B2

Pod B2 will begin in the latter phases of the project; however, it will likely overlap with the construction in A as it will offer both unique product and location.

EMPLOYEE HOUSING

The Employee Housing Plan requires an employee housing commitment of 10% of the residential Unit Equivalents⁴ and 20% of commercial. 25% of the total required housing must be located on site.

⁴ A "Unit Equivalent" is measure of development that is 1 per 2000 sq ft per residential development and 1 per 1000 sq. ft. of commercial: see Flagstaff Development Agreement for details

On Site Employee Housing

In the first phase of Pod A the on-site component would consist of roughly 2.2 units⁵ (0.1 x 0.25 x 86) depending on final Unit Equivalent count within the development. The Alpine Club facilities would add roughly another 0.6 units in on-site requirement. These units are planned to be incorporated in the Alpine Club building. One unit is in the approved townhome project in B1. Empire Pass has proposed that a portion of the balance of on-site units be considered in the master plan for the Ontario Mine Bench.

Off-site Employee Housing Units

The plan requires that 15 affordable housing units be completed before the 151st Unit Equivalent is issued its first C of O. The Plan prioritized the study of three sites for implementation. The first of those studies (the Ontario Mill site) has been analyzed and found to be incompatible with the proposed realignment of Marsac. The Marsac and Daly sites have yet to be presented. The current anticipated absorption would put the timing of that threshold out several years.

The Marsac employee housing site is on Marsac Avenue just above the intersection with Hillside Avenue. This would be on the fixed route system which is connected to the Old Town Transit Center for both transit to the Old Town Center and direct transit to Flagstaff. The Daly Avenue site is somewhat remote from transit although it could be considered walking distance to the Main Street Trolley. The Quinn's Junction Site is to be considered in the later phases of the project, but it does represent an opportunity to do a mixed development with both rental and deed restricted for sale units that could be incorporated in the Park City Transit System.

PARKING

Project parking for commercial and residential with common garages are required by the Transit and Parking Plan to have 25% fewer stalls than required by the Land Management Code. In addition, parking stalls within these common garages cannot have spaces reserved for individual units. The Club will have minimal parking demand beyond employees and service vehicles. The patrons of the Club will be residing on-site and will not create additional parking demand. Compliance with the Transit and Parking Plan will be confirmed at CUP review.

⁵ An affordable housing "unit" is an 800 sq ft 2 bedroom unit: see Flagstaff Affordable Housing Plan for details

ONTARIO MINE SITE DEVELOPMENT

The Ontario Mine Bench is adjacent to Pod A just below the turn off from Marsac to Silver Lake Village. Currently the vestiges of the mining operation are being dismantled. Structures that will remain for the foreseeable future are the mine hoists and two adjacent maintenance buildings, and the Mine Museum and related food service. The existing United Park offices and maintenance facilities will be maintained in their current buildings for the short term, but ultimately replaced with new structures. Construction staging for the Project will continue on this site.

New uses for the Ontario that are being contemplated are generally accessory uses and/or support commercial for the Resort. As such these uses would not be expected to generate additional trips on the lower portion of Marsac Avenue. These uses will be subject to a CUP application for Planning Commission review.

THE TREE HOUSE

The Alpine Club may have an on mountain restaurant facility (the "Tree House") that will be available to the members during the day and open to the public for dinner by snow-cat at night. It is located just above the Empire Day Lodge off of the Bandana ski run. The Tree House is expected to be roughly 7,000 sq. ft. No public road access will be allowed and no public parking is associated with this facility. The Tree House will be subject to CUP review by the Planning Commission.

Village MPD Supplemental Project Description and Conditions

Site Plan

The site plan for the project shows the location of the nine condo-lodge buildings that have received additional height as established in the volumetrics. The shape and location of these buildings on the site plan are approximate and are more fully described in the attached volumetric analysis. The building locations for the nine condo lodges are controlled by the preliminary parcel map. Within the parcels on that map areas have been identified where reduced setbacks will be allowed. Final dimensions of these setback reductions will be determined at CUP approval for the individual buildings. Building location within the parcel is subject only to the zoned setbacks and the approved reductions, and general compliance with preservation of significant vegetation as shown on the MPD Limits of Disturbance exhibit.

Volumetrics

The intent of the volumetric analysis is to define the architectural massing of a building and insure that the mass of the building is broken up by significant façade and roofline shifts, as well as introducing architectural elements at the base of the building. The volumetrics define three distinct zones within the building: a parking zone, the intermediate floor plates and a roof zone. The roof zone is a region in which the roof shapes and architectural elements that appear in the project design guidelines are required to be employed in order to break up the building massing and provide architectural character. The roof zones are allowed as residential or mechanical space.

The volumetrics generally depicts the location and heights modeled in the attached visual analysis, however there has been, and will continue to be, some changes in the shapes and approximate locations of the buildings as the plans evolve through the design process.

The volumetrics will be used in conjunction with the approved project Design Guidelines to control final architecture that will be reviewed by the Planning Commission at a subsequent CUP.

Visual Simulations

The visual simulations for the project were modeled with the existing tree heights adjacent to or in front of the buildings in order to provide a scale for review: they do not represent the existing vegetation to remain.

Building Height

Building height is measured continuously from the highest point of the building to the existing grade directly below that point. The isometric diagrams establish maximum heights at various areas of the building. This height allow for three separate elements above existing grade as follows:

1. Height to accommodate the roof and residential units within the roof zone.
2. Height for the intervening full floors of residential below the roof zone, and
3. Height for a varying amount of parking structure above the existing grade depending on where you draw the section through the building.

The sum of these three elements cannot exceed the maximum heights and are further restricted as follows:

Floor to Floor Height

The isometric diagram shows numbered full height floors that are sandwiched between the garage and roof zone. The floor to floor height of these floors is limited to 12'. The remaining height up to the maximum height of the building is available only for roof elements, garage, and the provision for residential units in the roof zone as described below.

The Roof Zone

In addition to the numbered floors that are between the roof zone and the garage, there is a provision for units in the roof. Residential units are encouraged within the roof to the extent that they add architectural interest by providing for dormers and window elements in the roof. Out of the maximum height allowed within each area of a building, up to 6' of that height can be allocated for a stem wall in order to accommodate a functional residential unit in the roof. The height of the stem wall is measured from the floor of the unit to where the units ceiling intersect the wall on the inside of the unit. The floor of the Roof Zone unit cannot be more then 12' above the floor of the lower unit. Acceptable roof forms are found in the approved Design Guidelines.

Ground Floor Architectural Elements

The volumetrics denote "entry structures" at possible locations that are intended to break down the mass of the structure at the entry points. In addition, a portion of the ground floor will have architectural elements such as covered balconies that will project out from the façade above in order to break down overall building scale.

Building Appurtenances and Exceptions

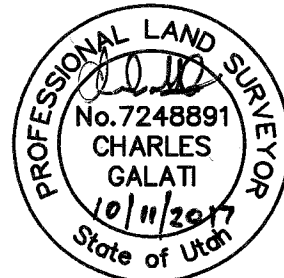
Beyond the height and massing shown in the volumetrics, some appurtenances are allowed outside of this envelope. Acceptable appurtenances include but are not limited to:

1. Dormer with ridge heights not exceeding the ridge height of the roof to which they are attached
2. Chimneys and chimney roof forms used for HVAC equipment and mechanical penthouses provided that they do not extend more the 5' above the top of the roof. Elevator penthouses may exceed the ridge height by 8'.
3. Skylights not exceeding 3' above the ridgeline of the roof that it is on
4. Code required parapet walls
5. Roof overhangs, brackets and bracing
6. Awnings
7. Covered and uncovered balconies
8. Grade level arcades not to exceed 15' in height
9. Kiosks, pool and spa pavilions, outdoor food service not exceeding 15' in height
10. Bay windows not exceeding 5' in depth measured perpendicular to the building
11. Screened and covered HVAC equipment
12. Porte Cochere structures not to exceed 28' in height
13. Accessory buildings and other structures and appurtenances as allowed in the zone by the LMC

Appurtenances that fall outside of the building envelope must not remove significant vegetation as preserved in the Limits of Disturbance plan and are subject to Planning Commission approval through a CUP. All appurtenances are subject to the projects approved Design Guidelines.

Conservation Easements and Conservation Parcels

Conservation Easements and Conservation Parcels are to remain as open space. Their purpose is to maintain a vegetative buffer between the project and Marsac Avenue. No structures, accessory building or appurtenances are allowed in any Conservation Easement or Conservation Parcel. Only those utilities as approved by the MPD or as revised in subsequent CUPs are allowed. Signs, as allowed by the Land Management Code, which are adjacent to the road, are allowed provided they do not cause the removal of Significant Vegetation as defined by the LMC.



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as VILLAGE AT EMPIRE PASS NORTH SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTIONS

PARCEL A (LOT 1)

A parcel of land located in the south half of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 428.45 feet coincident with the section line and North 173.03 feet from a 3-1/4" diameter cap on an aluminum pipe at the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 48°58'47" West 120.58 feet to a point on a non tangent curve to the right having a radius of 725.00 feet, of which the radius point bears North 58°06'17" East, said point being on the easterly boundary of Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451, in the Office of the Recorder, Summit County, Utah; thence coincident with Marsac Avenue Right of Way the following four (4) courses: 1) northerly along the arc of said curve 306.94 feet through a central angle of 24°15'25" to a point of reverse curve to the left having a radius of 175.00 feet, of which the radius point bears South 82°21'42" West; thence 2) northwesterly along the arc of said curve 290.23 feet through a central angle of 95°01'25"; thence 3) South 77°20'18" West 65.40 feet to a point on a curve to the left having a radius of 625.00 feet, of which the radius point bears South 12°39'42" East; thence 4) along the arc of said curve 96.98 feet through a central angle of 08°53'26" to a point on the northerly boundary of the Marsac Mining Claim, recorded survey number S-6414, in the Office of the Recorder, Summit County, Utah; thence coincident with said boundary North 55°00'00" West 276.95 feet; thence North 56°34'49" East 475.97 feet; thence South 85°02'20" East 239.60 feet; thence South 22°25'58" East 215.67 feet; thence South 23°48'28" East 358.05 feet; thence South 21°40'14" West 199.66 feet to the point of beginning.

PARCEL B (LOTS 2 & 4)

A parcel of land located in the south half of Section 21 and the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 18.06 feet along section line and North 98.34 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 86°16'45" West 49.39 feet to a point on the easterly boundary of The Village At Empire Pass West Side, recorded August 12, 2005, as Entry No. 745744, in the Office of the Summit County Recorder; and running thence coincident with said easterly boundary the following four (4) courses: 1) North 05°33'11" West 17.15 feet to a point on a curve to the right having a radius of 300.00 feet, of which the radius point bears North 84°26'49" East; thence 2) along the arc of said curve 20.22 feet through a central angle of 03°51'42" to a point of compound curve to the right having a radius of 150.00 feet, of which the radius point bears North 85°18'30" East; thence 3) northerly along the arc of said curve 75.83 feet through a central angle of 28°57'57"; thence 4) North 27°16'27" East 56.07 feet to a point on the southerly boundary of Lot 61, Marsac Mining Claim, recorded survey number S-6414 in the Office of the Summit County Recorder; thence coincident with said boundary the following five (5) courses: 1) South 68°50'00" East 113.41 feet; thence 2) North 11°45'46" East 1.93 feet; thence 3) South 64°00'00" East 25.34 feet; thence 4) North 35°00'00" East 79.48 feet; thence 5) North 55°00'00" West 325.43 feet to a point on a non tangent curve to the right having a radius of 575.00 feet, of which the radius point bears South 18°11'39" East, said point being on Marsac Avenue Right of Way; thence coincident with Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 55.52 feet through a central angle of 05°31'57"; thence 2) North 77°20'18" East 65.40 feet to a point on a curve to the right having a radius of 125.00 feet, of which the radius point bears South 12°39'42" East; thence 3) along the arc of said curve 207.31 feet through a central angle of 95°01'25" to a point of reverse curve to the left having a radius of 775.00 feet, of which the radius point bears North 82°21'42" East; thence 4) southerly along the arc of said curve 352.06 feet through a central angle of 28°01'39" to a point of reverse curve to the right having a radius of 725.00 feet, of which the radius point bears South 56°20'03" West; thence 5) southeasterly along the arc of said curve 186.58 feet through a central angle of 14°44'43" to a point at the intersection of Village Way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034 in the Office of the Recorder, Summit County, Utah, and Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Recorder, Summit County, Utah, said point also being on a curve to the right having a radius of 150.00 feet, of which the radius point bears North 38°57'06" West; and running thence coincident with Village Way, the following four (4) courses: 1) westerly along the arc of said curve 16.07 feet through a central angle of 61°23'47" to a point of compound curve to the right having a radius of 62.50 feet, of which the radius point bears North 22°26'41" East; thence 2) northwesterly along the arc of said curve 38.43 feet through a central angle of 35°13'44"; thence 3) North 32°19'35" West 148.50 feet to a point on a curve to the left having a radius of 52.50 feet, of which the radius point bears South 57°40'25" West; thence 4) along the arc of said curve 116.13 feet through a central angle of 126°44'09"; thence North 68°57'55" West 114.91 feet; thence South 03°55'31" West 28.19 feet; thence South 42°44'41" West 19.25 feet; thence North 85°48'47" West 7.34 feet; thence South 03°43'15" West 134.23 feet; thence North 15°22'27" West 23.04 feet; thence North 03°28'20" West 178.84 feet to the point of beginning.

PARCEL C (LOT 3)

A parcel of land located in the northeast quarter of Section 28 and the southeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 201.22 feet along section line and South 159.30 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being the northeasterly corner of Shooting Star Lodge, recorded November 24, 2004, as Entry No. 718084 in the Office of the Summit County Recorder and on the westerly boundary of Village Way right-of-way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034; and running thence along the northerly boundary of said Shooting Star Lodge, South 89°36'26" West 151.81 feet; thence North 15°22'27" West 54.00 feet; thence North 03°43'15" East 134.23 feet; thence North 85°48'47" East 7.34 feet; thence North 42°44'41" East 19.25 feet; thence North 03°55'31" East 28.19 feet; thence South 68°57'55" East 114.91 feet to a non tangent curve to the left having a radius of 52.50 feet, of which the radius point bears South 69°03'43" East, said point being on the westerly boundary of Village Way; thence along the westerly boundary of Village Way the following two (2) courses: 1) southerly along the arc of said curve 29.23 feet through a central angle of 31°53'59"; thence 2) South 105°74'3" East 159.62 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, a Delaware limited liability company, the undersigned owner of Parcel A and Parcel B, to be platted as Lots 1, 2 and 4, of the herein described tract of land to be known hereafter as THE VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements and required utilities and easements shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 17th day of October, 2017.

REDUS Park City LLC,
a Delaware limited liability company

By: REDUS Properties, Inc.
a Delaware corporation, its Manager

By: David Ash, Sr.
Vice President

State of California

County of San Francisco

Alexandra Rios
Notary Public commissioned in California

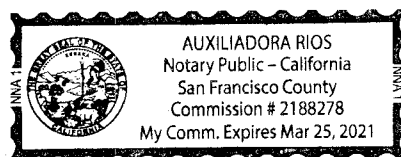
Printed Name: Alexandra Rios

Residing in: California

My commission expires: March 25, 2021

ACKNOWLEDGMENT

On this 17th day of October, 2017, David Ash personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say he is the Sr. Vice President of Redus Properties, Inc., a Delaware corporation, and that said document was signed by him on behalf of said corporation by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the Village at Empire Pass North Subdivision.



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that EMPIRE RESIDENCES, LLC, a Utah limited liability company, the undersigned owner of Parcel C, to be platted as Lot 3 of the herein described tract of land, to be known hereafter as VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements and required utilities and easements shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 13 day of October, 2017.

EMPIRE RESIDENCES LLC, a Utah limited liability company

By: Harrison Hozal
its MANAGER

State of Utah

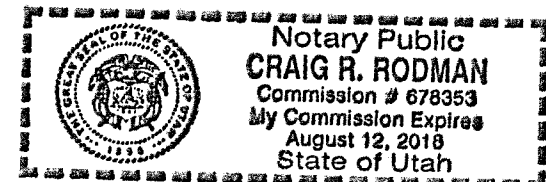
County of Summit

Craig R. Rodman
A Notary Public commissioned in Utah

Printed Name: Craig R. Rodman

Residing in: Park City, UT

My commission expires: 8/12/2018



ACKNOWLEDGMENT

On this 13 day of Oct, 2017, Harrison Hozal personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say he is the MANAGER of Empire Residences, LLC, a Utah limited liability company, 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 the Village at Empire Pass North Subdivision.

JOINDER AND CONSENT TO RECORD

The undersigned, as holder of a promissory note secured by Lot 2 described herein, hereby joins and consents to the above described notes, dedications and conveyances.

In witness whereof, executed this 1st day of November, 2017.

Brighton Bank, a Utah corporation

By: VP member

Its: VP member

ACKNOWLEDGMENT

The foregoing Joinder and Consent was acknowledged before me this 1st day of November, 2017 by Erin Tadge the authorized officer of the BRIGHTON BANK, a Utah corporation, on behalf of said corporation.

State of Utah

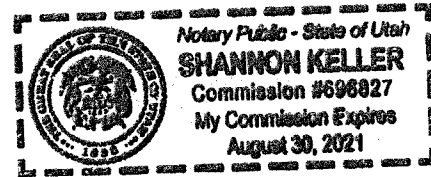
County of Salt Lake

Shannon Keller
A Notary Public commissioned in Utah

Printed Name: Shannon Keller

Residing in: Salt Lake, UT

My commission expires: 8/20/21



SHEET 1 OF 2

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 77°20'18" W	65.40'
L2	N 15°22'27" W	77.04'
L3	N 86°16'45" W	49.39'
L4	N 5°33'11" W	17.15'
L5	N 27°16'27" E	56.07'
L6	N 11°45'46" E	1.93'
L7	S 64°00'00" E	25.34'
L8	N 35°00'00" E	79.48'
L9	N 77°20'18" E	65.40'
L10	N 3°43'15" E	134.23'
L11	S 85°48'47" E	7.34'
L12	N 42°44'41" E	19.25'
L13	N 3°55'31" E	28.19'
L14	N 38°03'59" W	29.36'
L15	N 86°16'45" W	29.93'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	625.00'	96.98'	8°53'26"
C2	15.00'	16.07'	61°23'47"
C3	62.50'	38.43'	35°13'44"
C4	52.50'	145.36'	158°38'08"
C5	300.00'	20.22'	3°51'42"
C6	150.00'	75.83'	28°57'57"
C7	575.00'	55.52'	5°31'57"
C8	52.50'	116.13'	126°44'09"
C9	52.50'	29.23'	31°53'59"

- LEGEND
- Set 5/8" rebar w/ cap, "ALLIANCE ENGR"
 - Set nail & washer, "ALLIANCE ENGR LS 154491"
 - Found nail & washer, "ALLIANCE ENGR LS 154491"
 - Found rebar w/ cap, "ALLIANCE ENGR LS 154491"
 - Found rebar w/ cap, "ALLIANCE ENGR LS 163931"

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

LOCATED IN THE SOUTH HALF OF SECTION 21 & THE NORTH HALF OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS 3rd

DAY OF November, 2017

BY S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS 24TH

DAY OF MAY, 2017

BY CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON

FILE IN MY OFFICE THIS 7th

DAY OF DECEMBER, 2017
BY PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 16th

DAY OF January, 2018

BY PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS 15TH DAY OF JUNE

BY MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS SUBDIVISION
PLAT WAS APPROVED BY PARK CITY
COUNCIL THIS 15TH DAY

OF JUNE, 2017

BY PARK CITY RECORDER

RECORDED

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

464.00 FEE Marya Wright RECORDER

TIME 11:40am DATE 01/23/2018 ENTRY NO. 1086414

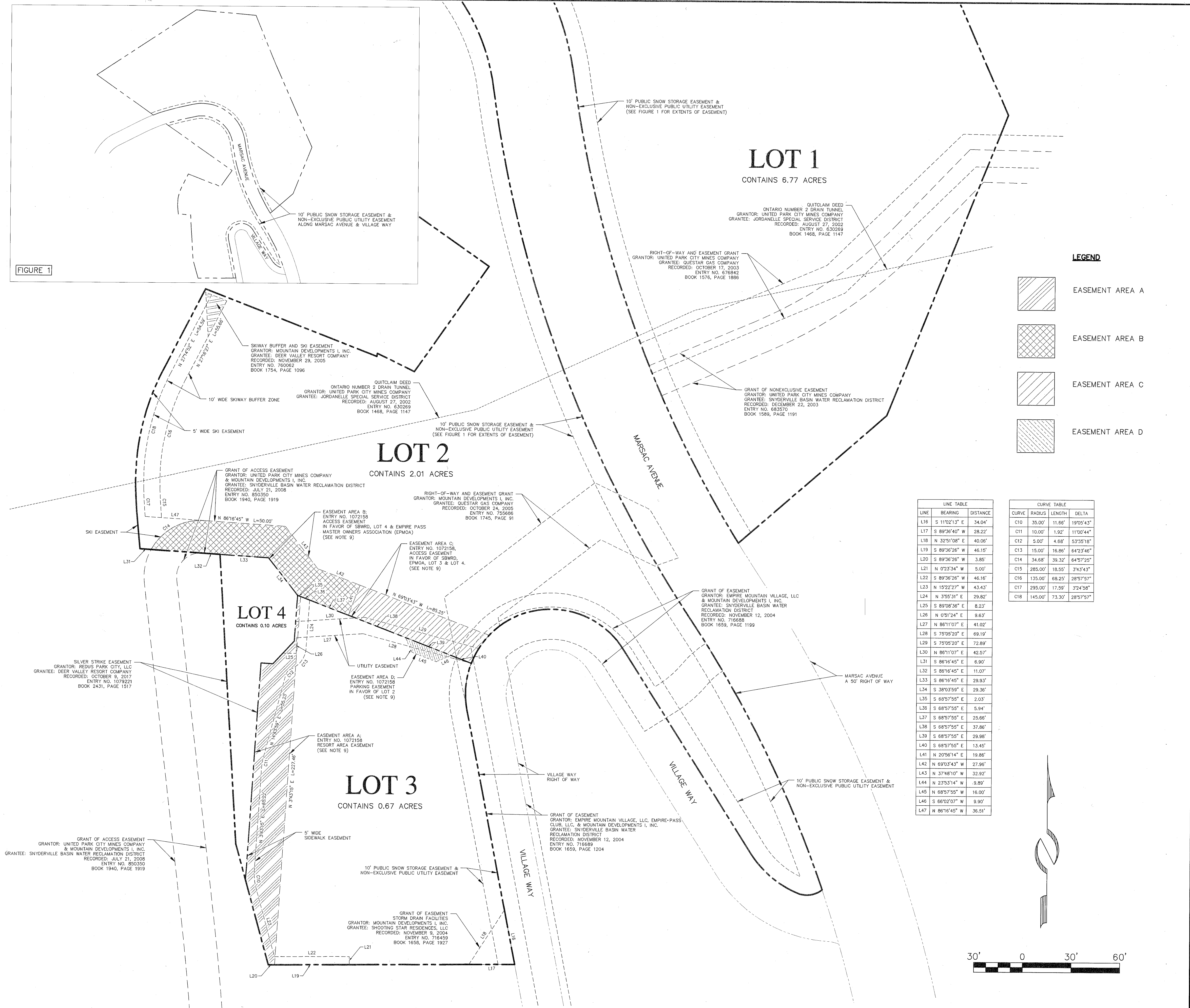
VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

Page 118 of 164

NOTES:

- This plat is subject to the Conditions of Approval in Ordinance 2017-30. The conditions of approval of the Village at Empire Pass Master Planned Development (POD A), approved July 28, 2004, shall continue to apply.
- Conditional use permit approval will be required prior to issuance of building permits on each of the development lots shown hereon. Lot 4 is not a development lot. A construction mitigation plan shall be submitted with conditional use permit applications and in advance of issuing building permits. A final grading and utility plan, including storm water and drainage plans, shall be submitted with the conditional use permits for development on Lots 1, 2 and 3, for approval by the City Engineer and Snyderville Basin Water Reclamation District ("SBWRD"). No building permits shall be issued until all necessary utility easements are recorded.
- A declaration of condominium and a record condominium map will be required prior to the sale of individual units within the development lots shown hereon.
- All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain recorded at Summit County on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"), and associated technical reports and agreements shall continue to apply. Requirements and obligations of the Development Agreement, as applicable to the lots, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lots 1, 2 and 3, unless otherwise noted. This includes number of shuttles in operation, provision of affordable housing units, collection mechanism for reinvestment fees, and all other such obligations as are outlined in the Development Agreement, some of which are triggered by the number of certificates of occupancy issued.
- Lot 3 is subject to the Declaration of Payment and Development Covenants, recorded October 4, 2016 as Entry No. 01055133 in the official records of the Summit County Recorder, as amended by the First Amendment to Declaration of Payment and Development Covenants recorded November 20, 2017 as Entry No. 01081899 in the official records of the Summit County Recorder. Lot 3 has an on-site affordable housing obligation of 1.1 Affordable Unit Equivalents, as defined in the Development Agreement. Lot 2 has an on-site affordable housing requirement of 2.0 Affordable Unit Equivalents. Lot 1 has no on-site affordable housing obligations. All deed restricted units shall be identified on the final condominium plats prior to recording of such plats. Phasing and certificates of occupancy for the affordable housing units shall be commensurate with the certificates of occupancy for the market rate units. All affordable units and Affordable Unit Equivalents shall comply with all requirements of the Flagstaff Affordable Housing Mitigation Plan, as amended, and Park City Housing Resolution 17-99. All requirements of the affordable housing mitigation plan shall be addressed with the conditional use permit and condominium plat. On-site affordable units shall have prorated and reduced home owner association fees, to be described in the applicable declaration of covenants, conditions, and restrictions.
- The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each lot or unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
- 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.
- At the time of plat recording, Lot 1 includes lands within the Empire Village MPD in the RD Zone and additional lands within the ROS Zone. The ROS zoning line shall be indicated on plans submitted with the conditional use permit application. All construction of units on Lot 1 shall be restricted to the RD zoned portion. Construction disturbances within ROS portions of the Flagstaff Annexation area are subject to the Development Agreement and associated technical reports (e.g. for trails, ski runs and ski lifts, utilities, access roads, etc.). Construction on Lot 1 shall conform to all applicable Land Management Code requirements in effect at the time of submittal of application.
- This plat also depicts the following easements, each of which may be amended, relocated or revised, without amendment hereto, in accordance with each such easement's terms:
 - Agreement and Covenant of Cooperation (Ski Access/Storm Drainage), recorded July 18, 2003, Entry No. 665956, Summit County Recorder's Office which affects Lot 2 and Lot 3 of this plat.
 - Right-Of-Way and Easement Grant (Gas Utility), recorded October 24, 2005, Entry No. 755686, Summit County Recorder's Office, potentially affects Lot 2 and Lot 3.
 - Grant of Access Easement (Sewer Utility), recorded July 21, 2008, Entry No. 850350, Summit County Recorder's Office, affects Lot 2.
 - Grant of Easement (Sewer Utility), recorded November 12, 2004, Entry No. 716688, Summit County Recorder's Office, affects Lot 2.
 - Grant of Easement (Storm Drain Facilities), recorded November 9, 2004, Entry No. 716459, Summit County Recorder's Office, affects Lot 3.
 - Reciprocal Easement Agreement (Resort and Access), recorded June 26, 2017, Entry No. 1072158, Book 2415, Page 1416, Summit County Recorder's Office, affects Lot 2, Lot 3 and Lot 4, and describes the use of Easement Area A, Easement Area B, Easement Area C and Easement Area D.
 - Grant of Easement (Silver Strike Terminal), recorded October 9, 2017, as Entry No. 1079221 in Book 2431 at page 1517, Summit County Recorder's Office, affects Lot 4.
 - Skiway Buffer and Ski Easement, recorded November 29, 2005, Entry No. 760062, Summit County Recorder's Office.
 - Right-of-Way and Easement Grant, recorded October 17, 2003, Entry No. 676842, Summit County Recorder's Office.
 - Grant of Easement (Sewer Utility), recorded November 12, 2004, Entry No. 716689, Summit County Recorder's Office.
 - Grant of Nonexclusive Easement (Sewer Utility), recorded December 22, 2003, Entry No. 683570, Summit County Recorder's Office.
- Public safety access and public utility easements are hereby dedicated for all public and private roadways and emergency access roads.
- The property is located within a water source protection zone. All sewer construction must comply with the State of Utah drinking water regulations.
- Wastewater service to the Village at Empire Pass North Subdivision shall be provided by SBWRD. A line extension agreement with the District may be required for Lots 1 & 2. It shall be the responsibility of the owner of each lot to extend the public wastewater system within the lot being developed according to the requirements of the line extension agreement.
- Village Way 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 Empire Pass at Deer Valley in accordance with the Master Declaration. Village Way is not a public road or right-of-way.
- Any proposed curb cuts for access directly to Marsac Avenue, a state highway, must be approved by the City Engineer and Utah Department of Transportation ("UDOT"). Prior to building permit issuance for Lot 1, documentation from UDOT showing approval of access to Lot 1 off Marsac Avenue is required. If documentation does not exist, a new application shall be submitted to UDOT for approval of the curb cut location. This approval shall be submitted to the City Engineer.
- Fire sprinklers will be required for new construction on the lots per the Chief Building Official at the time of review of a building permit.
- The owner of Lot 2 hereby grants a non-exclusive resort and access easement over the western edge of the property as depicted on this plat as the "5' Wide Ski Easement". This easement is for the benefit of Lot 4 for resort operations and trail maintenance and for the benefit of the Village at Empire Pass Westside Lot 15 property owners, invitees and guests for purposes of ski and pedestrian access.
- The owner of Lot 2 hereby grants a non-exclusive easement near the western edge of the property as depicted on this plat as the "10' Skiway Buffer Zone". This easement is for the benefit of Lot 4 providing that without prior written consent of owner of Lot 4 no above-ground building, trees or other landscaping obstructions may be constructed or maintained in the Skiway Buffer Zone.
- Utility structures such as ground sleeves, transformers and other dry utility boxes must be located on the lots.
- This development is part of a common plan of development and a MS4 Storm Water Permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.

FIGURE 1



VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

LOCATED IN THE SOUTH HALF OF SECTION 21 & THE NORTH HALF OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

1/16/18 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\sr\plat2016\120216-VAEP North Sub

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

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE RECORDER'S OFFICE
ENTRY NO. 01085414
01/23/2018 11:40:40 AM B. 2447 P. 0458
Plat Page 1/1
SUMMIT COUNTY RECORDER
FEE: \$4.00 BY COALITION TITLE AGENCY
TIME DATE ENTRY NO.

VILLAGE AT EMPIRE PASS NORTH SUBVISION



Planning Department

May 9, 2022

Trent Timmons
PO BOX 887
Park City, UT 84060
(808) 419-8352

NOTICE OF PLANNING DIRECTOR DETERMINATION

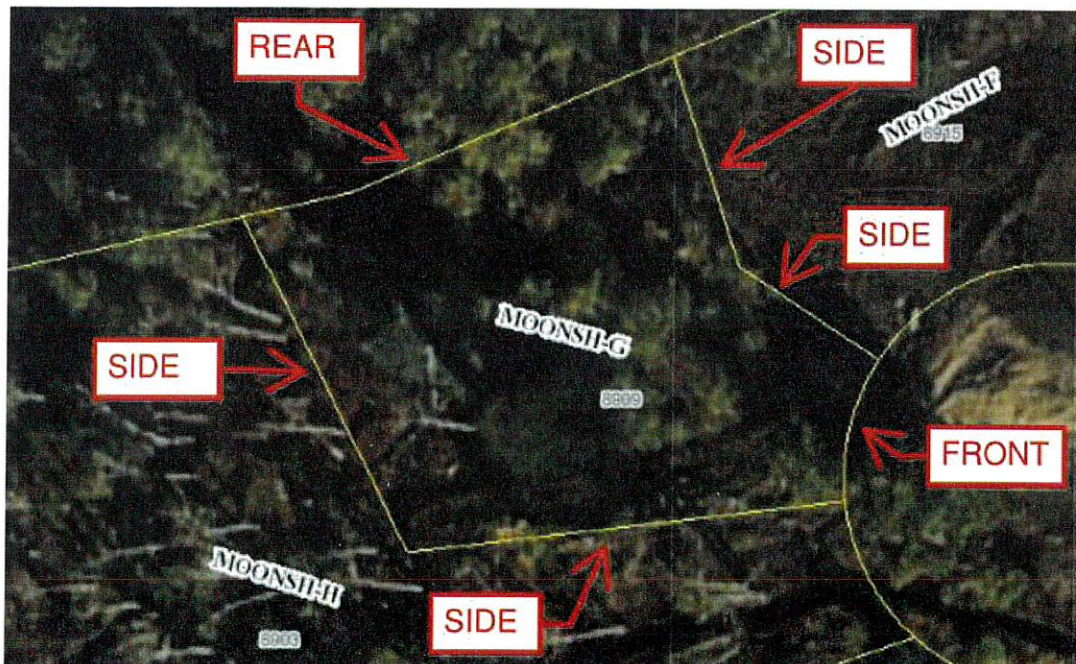
RE: Determination 8945 Marsac, Unit G, Park City, UT

Dear Trent Timmons,

Unit G of Moonshadow Condominiums has more than four (4) sides and is considered a Lot with an unusual configuration. Land Management Code §15-4-17 states, "Lots with more than four (4) sides shall have a Side Yard on either side of the Front Yard. The third Side Yard and Rear Yard may be specified by the Planning Director".

The Planning Director determines Unit H has the following Setback configuration:

- Four (4) side Setbacks
- One (1) front Setback
- One (1) rear Setback.



If you have questions or concerns regarding this determination, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gretchen Milliken', with a long horizontal flourish extending to the right.

Gretchen Milliken
Planning Director

(435) 615-5008

gretchen.milliken@parkcity.org

CC: Spencer Cawley, Project Planner

MOONSHADOW ESTATES - LOT G

SINGLE FAMILY HOME



PLAN AND DESIGN:

STUDIO MOXIE
3126 Quarry Rd. Suite #J
Park City, UT 84098
801.688.9408
Curtis@StudioMoxieArchitects.com



GENERAL CONTRACTOR:

BLACK GRANITE
GREG HARVEY
GHARVEYUT@GMAIL.COM

STRUCTURAL ENGINEER:

PROJECT SUMMARY:

PROJECT DESCRIPTION: RESIDENTIAL HOME
JURISDICTION: PARK CITY
ZONING: S-F SINGLE FAMILY
CODE: 2018 IRC
MAX. BUILDING HEIGHT: 35'-0" (28' FOR FLAT ROOFS)

SHEET INDEX

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G-001 COVER SHEET
G-002 GENERAL NOTES

CIVIL DRAWINGS

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C-2 SITE PLAN
C-3 GRADING AND UTILITY PLAN
C-4 SECTION EXHIBITS
C-5 BUILDING STAKING PLAN
C-6 DRIVEWAY STAKING

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L-001 PRELIMINARY LANDSCAPE PLAN

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A-203 3D VIEWS
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A-601 Door & Window Schedules
A-602 Door & Window Details

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A-701 EXTERIOR FINISHES

ELECTRICAL PLANS

A-801 LOWER LEVEL ELECTRICAL PLAN

AREA CALCULATIONS

FINISHED SQUARE FOOTAGE:

LOWER LEVEL 3,069
MAIN LEVEL 3,250
UPPER LEVEL 1,107
TOTAL FINISHED SQFT 7,426*

(*=NOT INCLUDING GARAGE, PATIO, DECKS)

GARAGE SPACE 917

(ALLOWABLE MGFA LOT G: 7,750)
(EXCESS GARAGE ALLOWED: 600)

MGFA CALCULATION:
FINISHED SQFT: 7,426
GARAGE EXCESS: +328
TOTAL PROPOSED MDFA: 7,743

GENERAL NOTES

- THIS DESIGN IS AN ORIGINAL UNPUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED AND/OR USED WITHOUT THE WRITTEN CONSENT OF THE DESIGNER/ENGINEER.
- THESE SHEETS - LISTED BY DRAWING INDEX, ALL ACCOMPANYING SPECIFICATIONS FOR MATERIALS, WORKMANSHIP QUALITY, AND NOTES HAVE BEEN PREPARED SOLELY FOR THE CONSTRUCTION AND FINISH OF PROJECT IMPROVEMENTS, COMPLETE AND READY FOR OCCUPANCY AND USE.
- ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH PERTINENT JURISDICTIONAL CODES, RESTRICTIONS, COVENANTS, AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENT SHALL BE REPORTED TO THE DESIGNER/ENGINEER BEFORE PROCEEDING.
- ANY AND ALL PROPOSED CHANGE, MODIFICATIONS AND/OR SUBSTITUTION SHALL BE REPORTED TO THE DESIGNER/ENGINEER BEFORE PROCEEDING.
- IN THE EVENT OF CONFLICT BETWEEN THE DESIGN DOCUMENTS AND/OR JURISDICTIONAL REQUIREMENTS, THE MORE RESTRICTIVE FROM THE STANDPOINT OF SAFETY AND PHYSICAL SECURITY SHALL APPLY.
- ANY INSTALLATION, FINISH, OR COMPONENT INTENDED TO PROVIDE ENCLOSURE, WEATHER ABILITY OR APPEARANCE QUALITY SHALL BE PRODUCED AS A REPRESENTATIVE SAMPLE PRIOR TO PROCEEDING WITH COMPLETION. WORK PERFORMED WITHOUT WRITTEN APPROVAL OF SUCH SAMPLE BY THE DESIGNER/ENGINEER SHALL BE DONE AT THE RISK OF THE CONTRACTOR. A MINIMUM OF TWO (2) WORKING DAYS NOTICE SHALL BE GIVEN.
- ALL WORK SHALL BE INSPECTED BY GOVERNING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK.
- BUILDING DESIGN IS GENERALLY PREDICATED UPON PROVISIONS OF THE 2015 IRC AND AMENDMENTS AS MAY HAVE BEEN LOCALLY ENACTED. ALL REQUIREMENTS OF THE JURISDICTIONAL FIRE SAFETY/PREVENTION DISTRICT SHALL BE ACCOMMODATED BY THIS DESIGN AND ANY CONSEQUENT CONSTRUCTION.
- ALL 2 1/2 IN. GAS PIPE SYSTEM METER SETS REQUIRES PRIOR APPROVAL FROM QUESTAR GAS COMPANY. PROVIDE A LETTER FROM QUESTAR APPROVING SYSTEM.
- ALL FIELD WELDING OR TORCH WORK, WILL REQUIRE A SEPARATE "HOT WORK" PERMIT PRIOR TO BEGINNING WORK. IFC 105.6.11 THE ACTUAL CONSTRUCTION WILL COMPLY WITH APPLICABLE LOCAL ORDINANCES AND BUILDING CODES.
- ENERGY EFFICIENCY (IRC N1101): COMPLIANCE PER THE PRESCRIPTIVE METHOD TO BE USED PER SECTION R402.1 AND TABLE R402.1.2 CLIMATE ZONE 5 2015 EDITION I.R.C.
- RETAINING WALLS (>4' OR SUPPORTING A SURCHARGE), SWIMMING POOLS, SOLAR AND GEO-THERMAL HEATING SYSTEMS, AND PHOTO-VOLTAIC AND WIND GENERATED ELECTRICAL SYSTEMS REQUIRE SEPARATE PERMITS. SEPARATE PLANS, SPECIFICATIONS, AND APPLICATIONS ARE TO BE SUBMITTED AND REVIEWED PRIOR TO ISSUANCE OF THESE PERMIT.
- THE CONTRACTOR IS TO ABIDE BY THE UTAH DIVISION OF AIR QUALITY REQUIREMENTS AND TO CONTACT THE UTAH DIVISION OF AIR QUALITY AT (801) 536-4000.
- ENGINEERING AND TRANSPORTATION PERMITS ARE REQUIRED TO WORK IN THE PUBLIC RIGHT OF WAY. PLANS, LICENSE, BOND AND INSURANCE REQUIRED WITH PERMIT APPLICATION. ALL WORK IN THE PUBLIC WAY SHALL FOLLOW APWA STANDARDS. ENGINEERING PERMIT AND TRANSPORTATION PERMIT REQUIRED TO TERMINATE, CAP/KILL ANY EXISTING SERVICES IN THE PUBLIC RIGHT OF WAY.



VICINITY MAP

N.T.S.



STUDIO MOXIE

STUDIO MOXIE
3126 Quarry Rd. Suite J
Park City, Utah 84098
801-688-9408
Curtis@StudioMoxieArchitects.com

CONSULTANTS

MOONSHADOW ESTATES

MOONSHADOW LOT G

EMPIRE PASS
MOONSHADOW COURT
PARK CITY, UT 84060

SINGLE FAMILY HOME

CONTRACTORS SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL DIMENSIONS AND CONDITIONS ON THE JOB AND DESIGNER MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. THE ABOVE DRAWINGS AND SPECIFICATIONS AND THE IDEAS, DESIGN AND ARRANGEMENTS REPRESENTED THEREIN ARE AND SHALL REMAIN THE PROPERTY OF STUDIO MOXIE. NO PART THEREOF SHALL BE COPIED, DISSEMINATED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OR BY ANY OTHER PERSON FOR ANY PURPOSE OTHER THAN FOR THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF STUDIO MOXIE. DESIGNS CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION OF STUDIO MOXIE. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

MARK	DATE	DESCRIPTION

MODEL FILE:
2022 - 3 - 18 MOONSHADOW G_pht
COPYRIGHT:
STUDIO MOXIE

COVER SHEET

G-001

SHEET 12 OF 45

VICINITY MAP

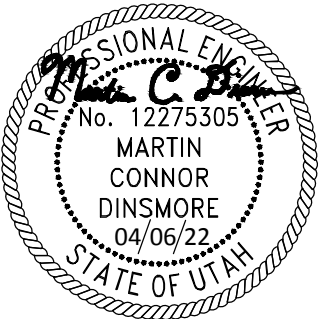
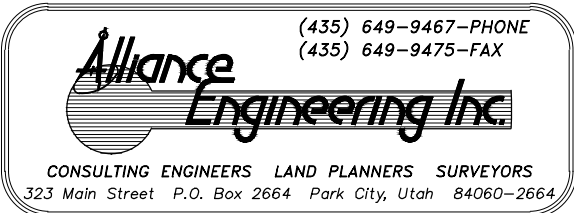
UNIT G
MOONSHADOW CONDOMINIUMS
UNIT G, 8945 MARSAC AVENUE
PARK CITY, UT 84060



SHEET INDEX

- 1. EXISTING CONDITIONS & TOPOGRAPHIC MAP
- 2. SITE PLAN
- 3. GRADING & UTILITY PLAN
- 4. CONSTRUCTION MITIGATION PLAN
- 5. DETAILS
- 6. SECTION EXHIBIT
- 7. TRUCK ROUTING PLAN

CIVIL ENGINEER



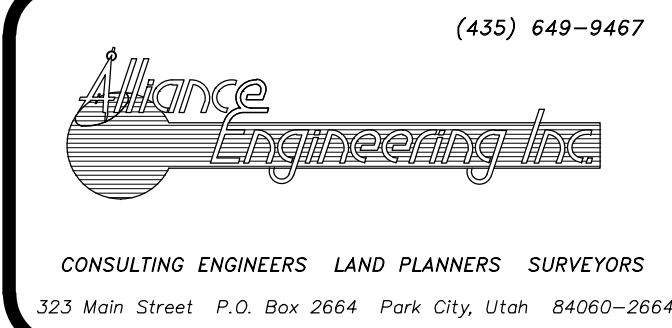
GENERAL NOTES

- G-1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:
- A. Summit County Design Standards, Construction Specifications, and Standard Drawings, Latest Edition.
 - B. Snyderville Basin Water Reclamation District (S.B.W.R.D.) Development Procedures, Design Standards and Construction Specifications, April 20, 2020 or latest edition.
 - C. Park City Water District Development Procedures, Design Standards and Construction Specifications, February 22, 2016 or latest edition.
 - D. Manual of Uniform Traffic Control Devices 2003 Edition, Revision #1 November 2004, Revision #2 December 2007.
 - E. UDOT Standard Specifications for Road and Bridge Construction, latest edition. (for improvements in the UDOT right of way)
 - F. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.
 - G. Approved construction plans and details.
 - H. Approved Traffic Control Plan.
 - I. Storm Water Pollution Prevention Plan. (SWPPP)
- G-2 Contractor/Bidder shall obtain a copy of the specifications, at his cost. Copies of the specifications shall be kept at the job site by the contractor and be available for the contractor, subcontractor, owner or his agent, design engineer, county engineer, S.B.W.R.D. engineer, M.R.W.S.D. engineer, and their designated representatives and inspectors.
- G-3 The Contractor shall be responsible for ground and surface water control during construction. This requirement shall include, but not be limited to the installation of utilities, manholes, vaults, catch basins, earthwork operations, and road construction.
- G-4 The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Builts" shall be tied to easily defined monuments and/or surface improvements or as required by accuracy for the as-built conditions. The as-built information shall be given to the owner and be incorporated in the final "As Built" drawings. Special as-built requirements for HDPE sewer mains are required per as outlined on the drawings.
- G-5 Prior to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines conflict in location with new construction, the contractor shall notify the engineer in order to resolve the conflict.
- G-6 The contractor shall have a qualified representative to handle grade determination, drainage flow, and connections to existing features using proper grade setting techniques such as, but not limited to, string line, rod and level, GPS, or Surveying.
- G-7 All work performed shall be guaranteed by the contractor and/or his surety against all defects in materials and workmanship of whatever nature for a period of one (1) year from the date of final acceptance of the work by the project owner.
- G-8 The contractor shall be responsible for the installation and maintenance of adequate signs, traffic devices, and warning devices to inform and protect the public during all phases of construction. The contractor shall submit to the Owner and Design Engineer for approval.
- G-9 Compaction testing shall be an integral part of the project. Compaction testing shall include, but shall not be limited to earthwork, trench back-fill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.



NOTES:
1. TOPOGRAPHY & BOUNDARY SURVEY WAS PROVIDED BY ALLIANCE ENGINEERING.
2. REFER TO CIVIL PLANS COMPLETE BY ALLIANCE ENGINEERING FOR MOONSHADOW
ROAD DETAILS.
3. REFER TO MOONSHADOW CONDOMINIUMS RECORDED PLAT FOR FUTHER DETAILS,
ENTRY #1113512 OF THE SUMMIT COUNTY RECORDERS OFFICE.

LEGEND			
—ESS—	EXISTING SEWER	•	NEW STOP SIGN
—EW—	EXISTING WATER	•	NEW WATER METER
—ESD—	EXISTING STORM DRAIN	•	NEW GATE VALVE
—EOHP—	EXTG OVERHEAD POWER	•	NEW FIRE HYDRANT
—EG—	EXISTING GAS	•	NEW SANITARY SEWER MANHOLE
—ET—	EXISTING TELECOMM	•	NEW STORM DRAIN CATCH BASIN
—EP—	EXISTING POWER	•	NEW 15" CPP STORM DRAIN
•	EXISTING SANITARY SEWER MANHOLE	—SS—	NEW 8" PVC SANITARY SEWER
•	EXISTING STORM DRAIN GRATES	—W—	NEW 8" PVC C900 CL350 WATER
•	EXISTING ELECTRICAL BOXES		
•	EXISTING FIRE HYDRANT	•	EJECTOR PUMPS FOR WASTEWATER SERVICE
•	EXISTING WATER VALVE		
•	SITE BENCHMARK		



STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
BRAYLON ROSE
DATE: 4/06/22

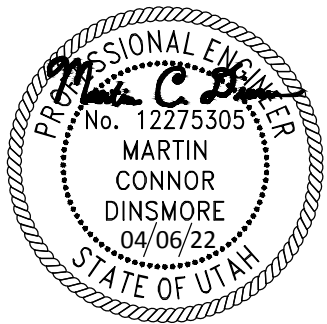
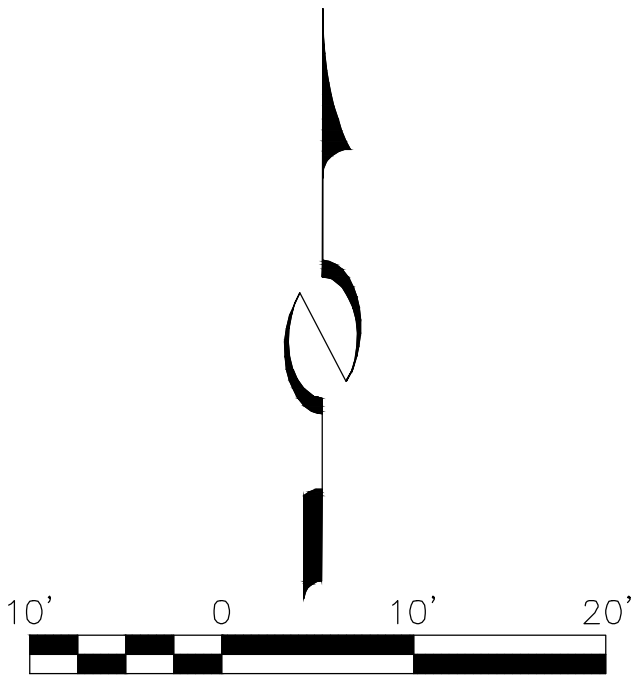
MOONSHADOW UNIT G
EXISTING CONDITIONS & TOPOGRAPHY MAP
FOR: STUDIO MOXIE ARCHITECTS
JOB NO.: 12-11-21
FILE: X:\Empire\dwg\Stored Development\projects-moonshadow\Lot G\121121_Unit G Civil.dwg

SHEET
1
OF
7



NOTES:
1. SNOW STORAGE LOCATIONS DURING CONSTRUCTION TO CONSIST OF 10' SNOW STORAGE EASEMENT AROUND EXISTING COURT & R.O.S. ZONE.

LEGEND			
ESS	EXISTING SEWER	NEW STOP SIGN	
EW	EXISTING WATER	NEW WATER METER	
ESD	EXISTING STORM DRAIN	NEW GATE VALVE	
EOHP	EXTG OVERHEAD POWER	NEW FIRE HYDRANT	
EG	EXISTING GAS	NEW SANITARY SEWER MANHOLE	
ET	EXISTING TELECOMM	NEW STORM DRAIN CATCH BASIN	
EP	EXISTING POWER	NEW 15" OPP STORM DRAIN	
•	EXISTING SANITARY SEWER MANHOLE	NEW 8" PVC SANITARY SEWER	
■	EXISTING STORM DRAIN GRATES	NEW 8" PVC C900 CL350 WATER	
■	EXISTING ELECTRICAL BOXES	EJECTOR PUMPS FOR WASTEWATER SERVICE	
•	EXISTING FIRE HYDRANT		
•	EXISTING WATER VALVE		
•	SITE BENCHMARK		



Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

(435) 649-9467

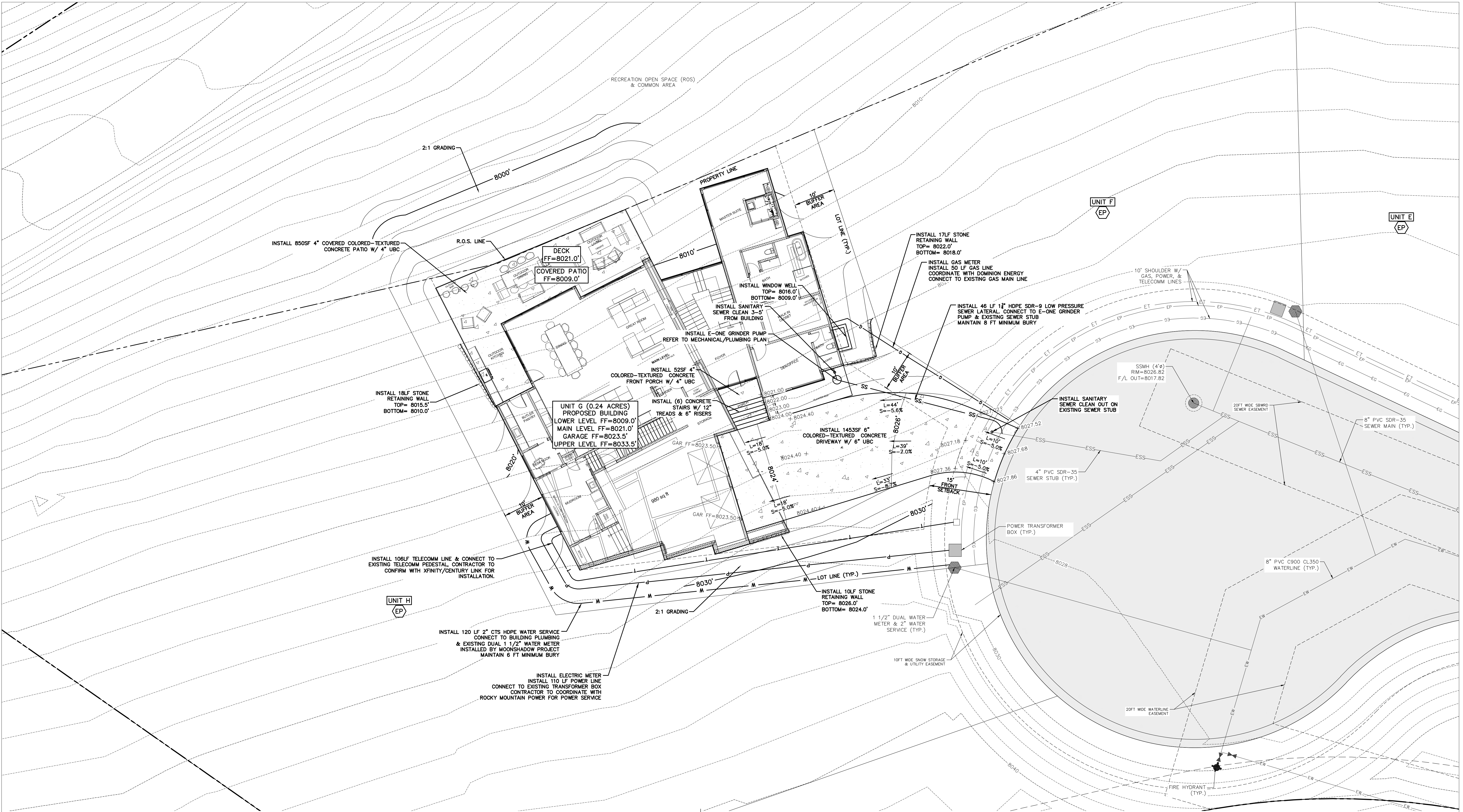
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
BRAYLON ROSE

DATE: 04/06/22

**MOONSHADOW UNIT G
SITE PLAN**

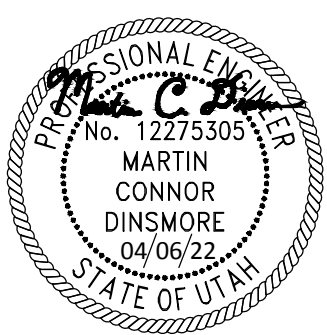
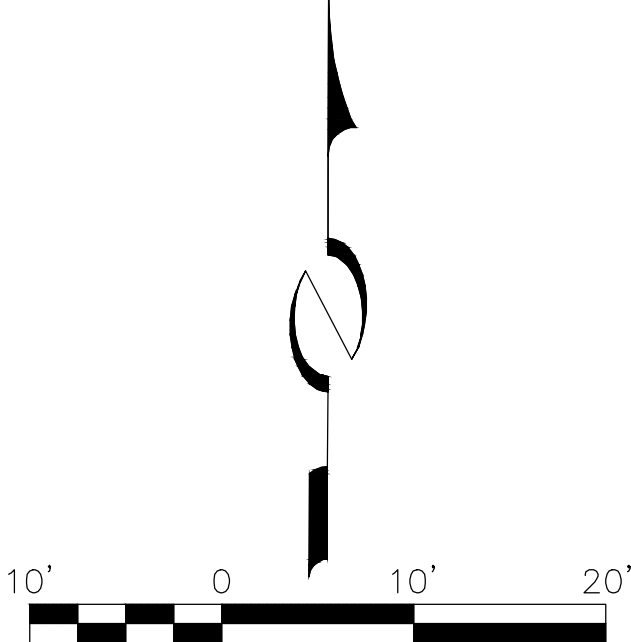
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JOB NO.: 12-11-21
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**SHEET
2
OF
7**



EARTHWORK QUANTITIES:
CUT=1159.39 CUYD
FILL=254.77 CUYD
NET=904.62 CUYD (CUT)
NOTE: EARTHWORK QUANTITIES DO NOT INCLUDE FOOTING & FOUNDATION OF BUILDING.

LEGEND		
ESS	EXISTING SEWER	NEW STOP SIGN
EW	EXISTING WATER	NEW WATER METER
ESD	EXISTING STORM DRAIN	NEW GATE VALVE
EOHP	EXTG OVERHEAD POWER	NEW FIRE HYDRANT
EG	EXISTING GAS	NEW SANITARY SEWER MANHOLE
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EP	EXISTING POWER	NEW 15" CPV STORM DRAIN
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■	EXISTING STORM DRAIN GRATES	NEW 8" PVC C900 CL350 WATER
□	EXISTING ELECTRICAL BOXES	EJECTOR PUMPS FOR WASTEWATER SERVICE
•	EXISTING FIRE HYDRANT	
•	EXISTING WATER VALVE	
•	SITE BENCHMARK	



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

(435) 649-9467

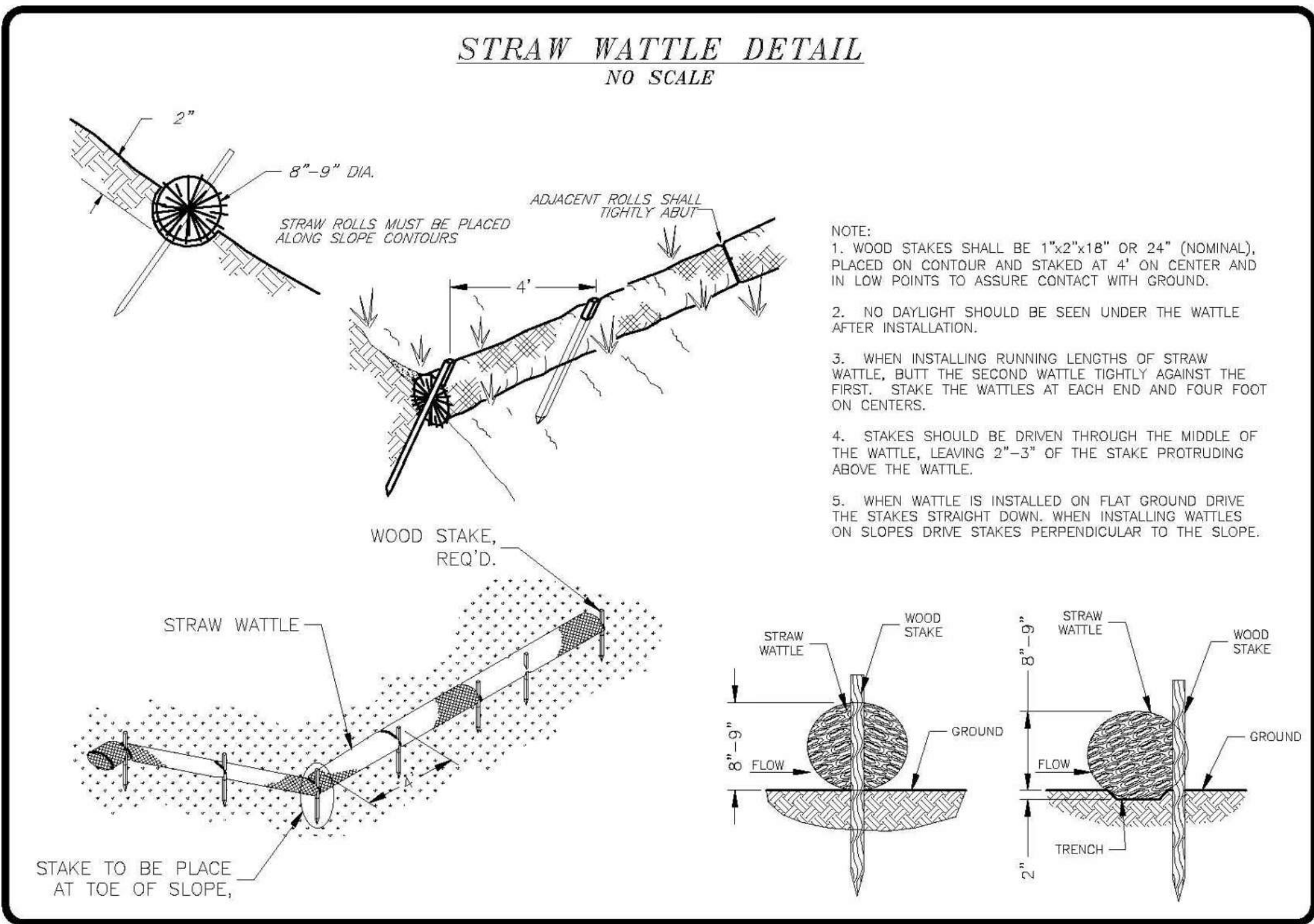
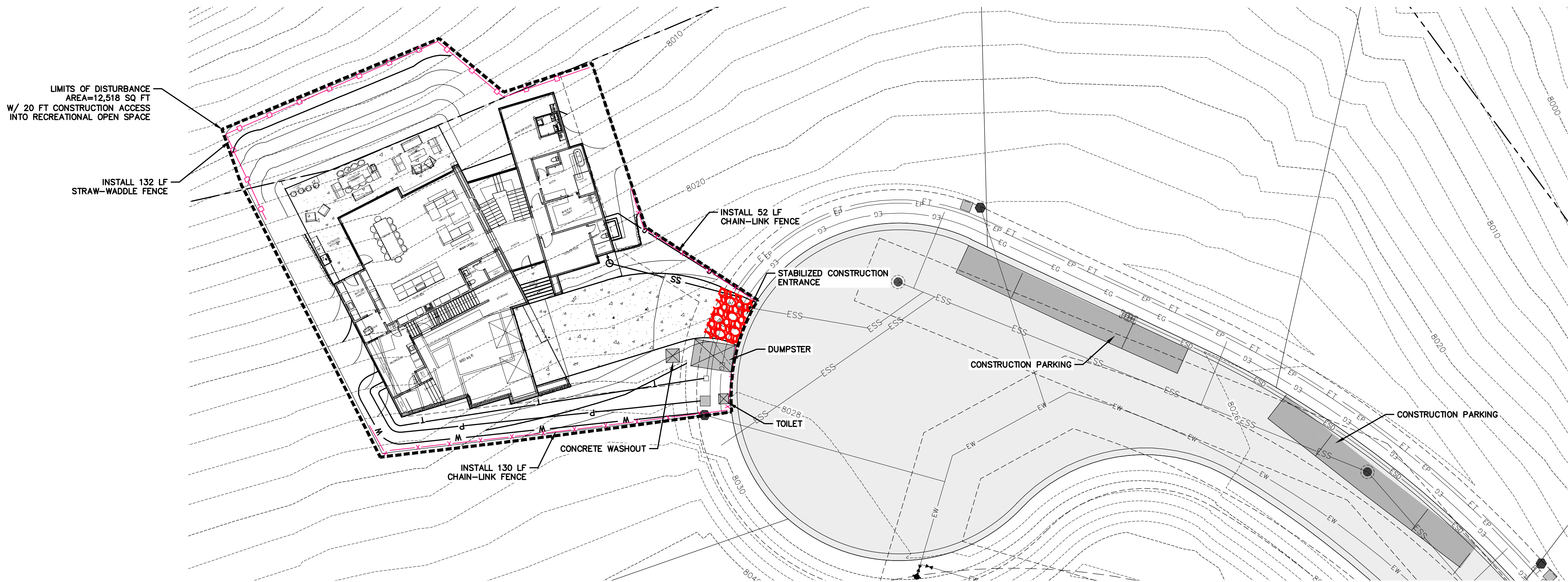
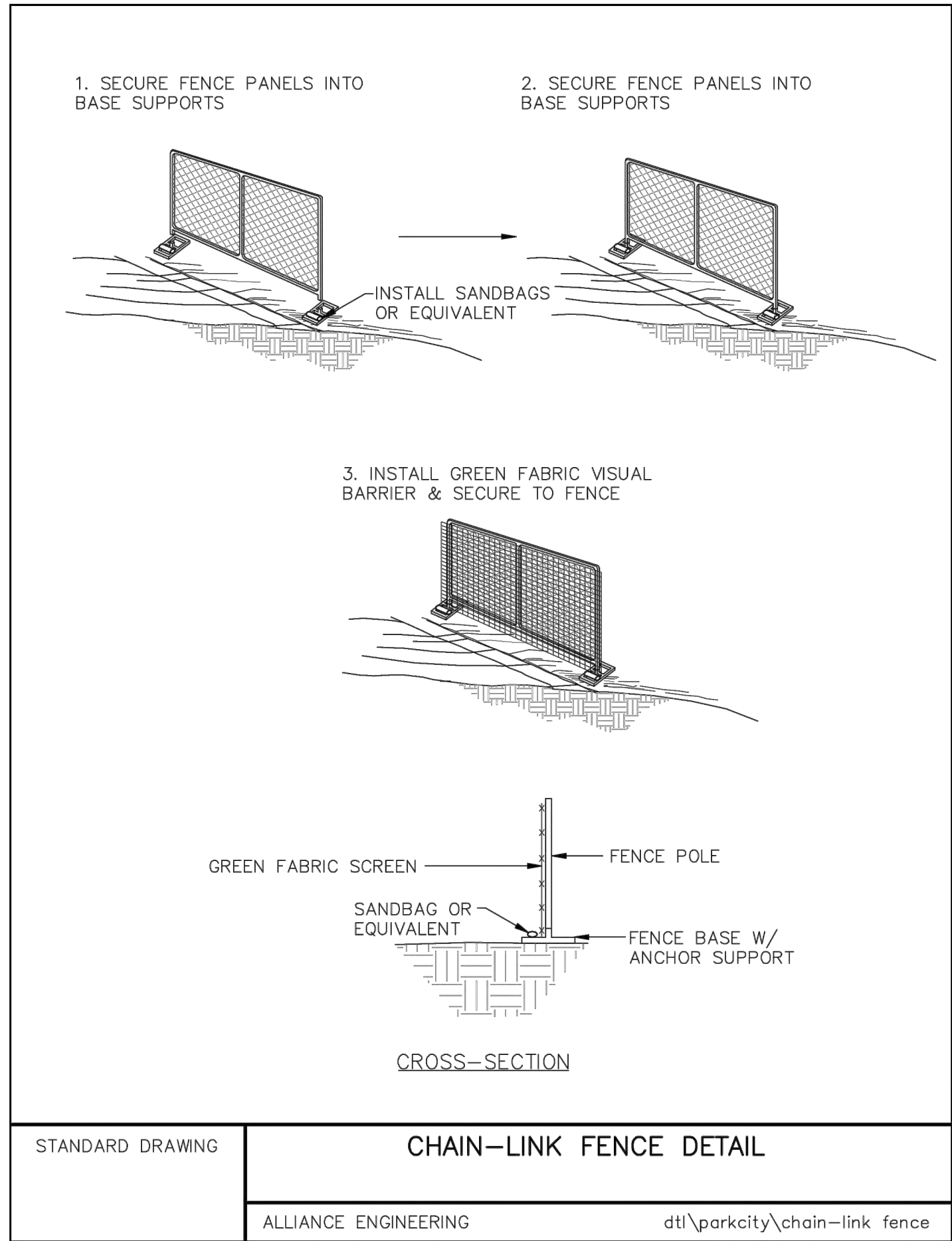
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
BRAYLON ROSE

DATE: 04/06/22

**MOONSHADOW UNIT G
GRADING & UTILITY PLAN**

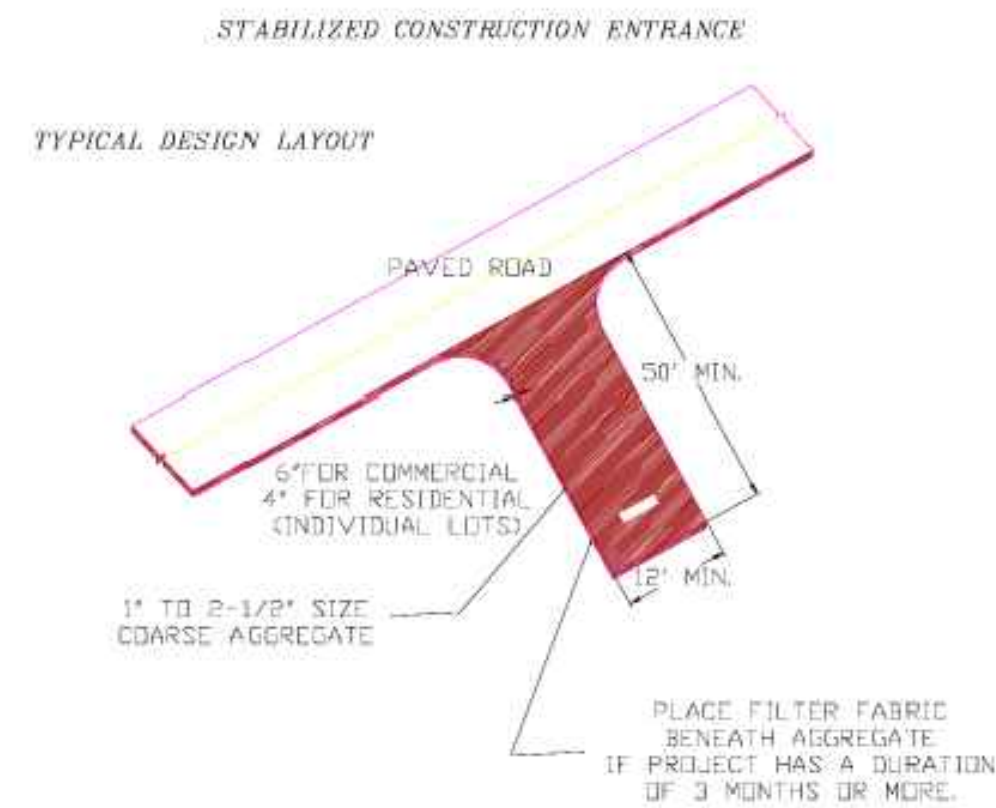
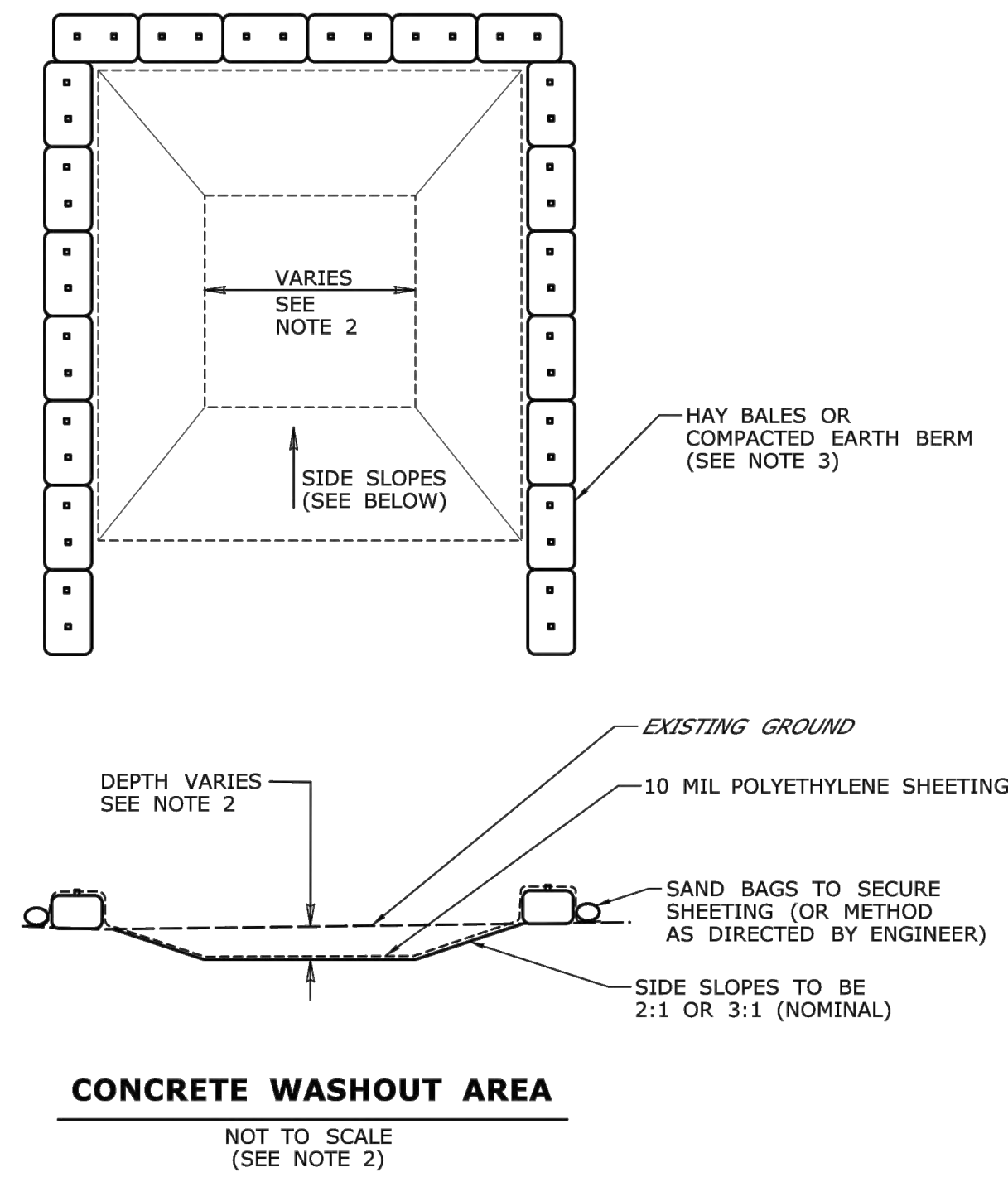
FOR: STUDIO MOXIE ARCHITECTS
JOB NO.: 12-11-21
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**SHEET
3
OF
7**



NOTES

1. CONCRETE WASHOUT AREA(S) SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE. THE CONCRETE WASHOUT AREA SHALL BE ENTIRELY SELF-CONTAINED.
2. THE CONTRACTOR SHALL SUBMIT THE DESIGN, LOCATION AND SIZING OF THE CONCRETE WASHOUT AREA(S) WITH THE PROJECT'S EROSION AND SEDIMENTATION CONTROL PLAN AND SHALL BE APPROVED BY THE ENGINEER.
LOCATION: WASHOUT AREA(S) ARE TO BE LOCATED AT LEAST 50 FEET FROM ANY STREAM, WETLAND, STORM DRAINS, OR OTHER SENSITIVE RESOURCE. THE FLOOD CONTINGENCY PLAN MUST ADDRESS THE CONCRETE WASHOUT IF THE WASHOUT IS TO BE LOCATED WITHIN THE FLOODPLAIN.
SIZE: THE WASHOUT MUST HAVE SUFFICIENT VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS INCLUDING, BUT NOT LIMITED TO, OPERATIONS ASSOCIATED WITH GROUT AND MORTAR.
3. SURFACE DISCHARGE IS UNACCEPTABLE. THEREFORE, HAY BALES OR OTHER CONTROL MEASURES, AS APPROVED BY THE ENGINEER, SHOULD BE USED AROUND THE PERIMETER OF THE CONCRETE WASHOUT AREA FOR CONTAINMENT.
4. SIGNS SHOULD BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CONCRETE AREA(S) AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS. WASHOUT AREA(S) SHOULD BE FLAGGED WITH SAFETY FENCING OR OTHER APPROVED METHOD.
5. WASHOUT AREA(S) ARE TO BE INSPECTED AT LEAST ONCE A WEEK FOR STRUCTURAL INTEGRITY, ADEQUATE HOLDING CAPACITY AND CHECKED FOR LEAKS, TEARS, OR OVERFLOWS. (AS REQUIRED BY THE CONSTRUCTION SITE ENVIRONMENTAL INSPECTION REPORT) WASHOUT AREA(S) SHOULD BE CHECKED AFTER HEAVY RAINS.
6. HARDENED CONCRETE WASTE SHOULD BE REMOVED AND DISPOSED OF WHEN THE WASTE HAS ACCUMULATED TO HALF OF THE CONCRETE WASHOUT'S HEIGHT. THE WASTE CAN BE STORED AT AN UPLAND LOCATION, AS APPROVED BY THE ENGINEER. ALL CONCRETE WASTE SHALL BE DISPOSED OF IN A MANNER CONSISTENT WITH ALL APPLICABLE LAWS, REGULATIONS, AND GUIDELINES.
7. PAYMENT FOR THIS ITEM IS TO BE INCLUDED UNDER THE GENERAL COST OF THE WORK FOR THE PROJECT, INCLUDING SITE RESTORATION.



INSTALLATION:

1. Install at any point of ingress or egress at a construction site where adjacent traveled way is paved.
2. Clear and grub area and grade to provide slope shown for driveway, or access/intersection. If adjacent to waterway, use a maximum slope of 2%.
3. Compact subgrade and place filter fabric if required.
4. Place coarse aggregate, 1 to 2 1/2 inches size, to a minimum depth of 6 inches for commercial projects, and 4 inches for residential projects.

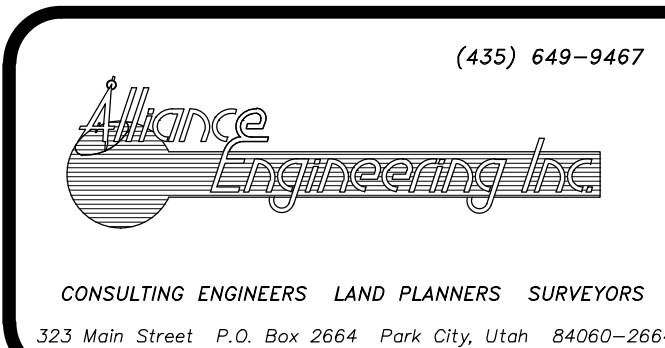
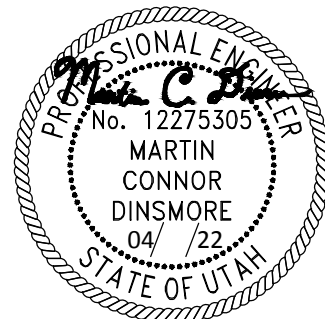
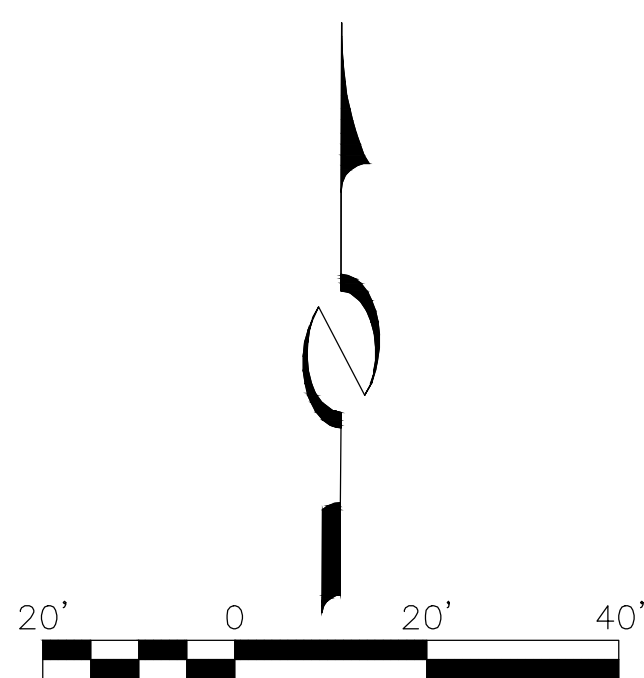
MAINTENANCE:

1. Inspect daily for loss of gravel or sediment buildup.
2. Inspect adjacent roadway for sediment deposit and clean by sweeping or shoveling.
3. Repair entrance and replace gravel as required to maintain control in good working condition.
4. Expand stabilized area as required to accommodate traffic, and off site street parking and prevent erosion at driveway.

NOTES:

1. SNOW STORAGE LOCATIONS DURING CONSTRUCTION TO CONSIST OF 10' SNOW STORAGE EASEMENT AROUND EXISTING COURT & R.O.S. ZONE.

LEGEND			
—ESS—	EXISTING SEWER	•	NEW STOP SIGN
—EW—	EXISTING WATER	•	NEW WATER METER
—ESD—	EXISTING STORM DRAIN	•	NEW GATE VALVE
—EOHP—	EXTG OVERHEAD POWER	•	NEW FIRE HYDRANT
—EG—	EXISTING GAS	•	NEW SANITARY SEWER MANHOLE
—ET—	EXISTING TELECOMM	•	NEW STORM DRAIN CATCH BASIN
—EP—	EXISTING POWER	•	NEW 15" OPP STORM DRAIN
•	EXISTING SANITARY SEWER MANHOLE	—SS—	NEW 8" PVC SANITARY SEWER
•	EXISTING STORM DRAIN GRATES	—W—	NEW 8" PVC C900 CL350 WATER
•	EXISTING ELECTRICAL BOXES	•	EJECTOR PUMPS FOR WASTEWATER SERVICE
•	EXISTING FIRE HYDRANT	•	
•	EXISTING WATER VALVE	•	
•	SITE BENCHMARK	•	



STAFF:

MICHAEL DEMKOWICZ

CONNOR DINSMORE

BRAYLON ROSE

DATE: 04/06/22

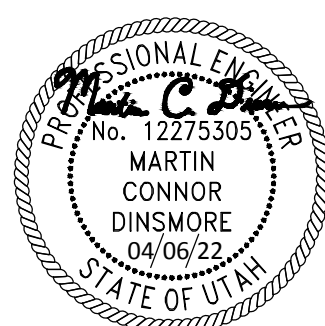
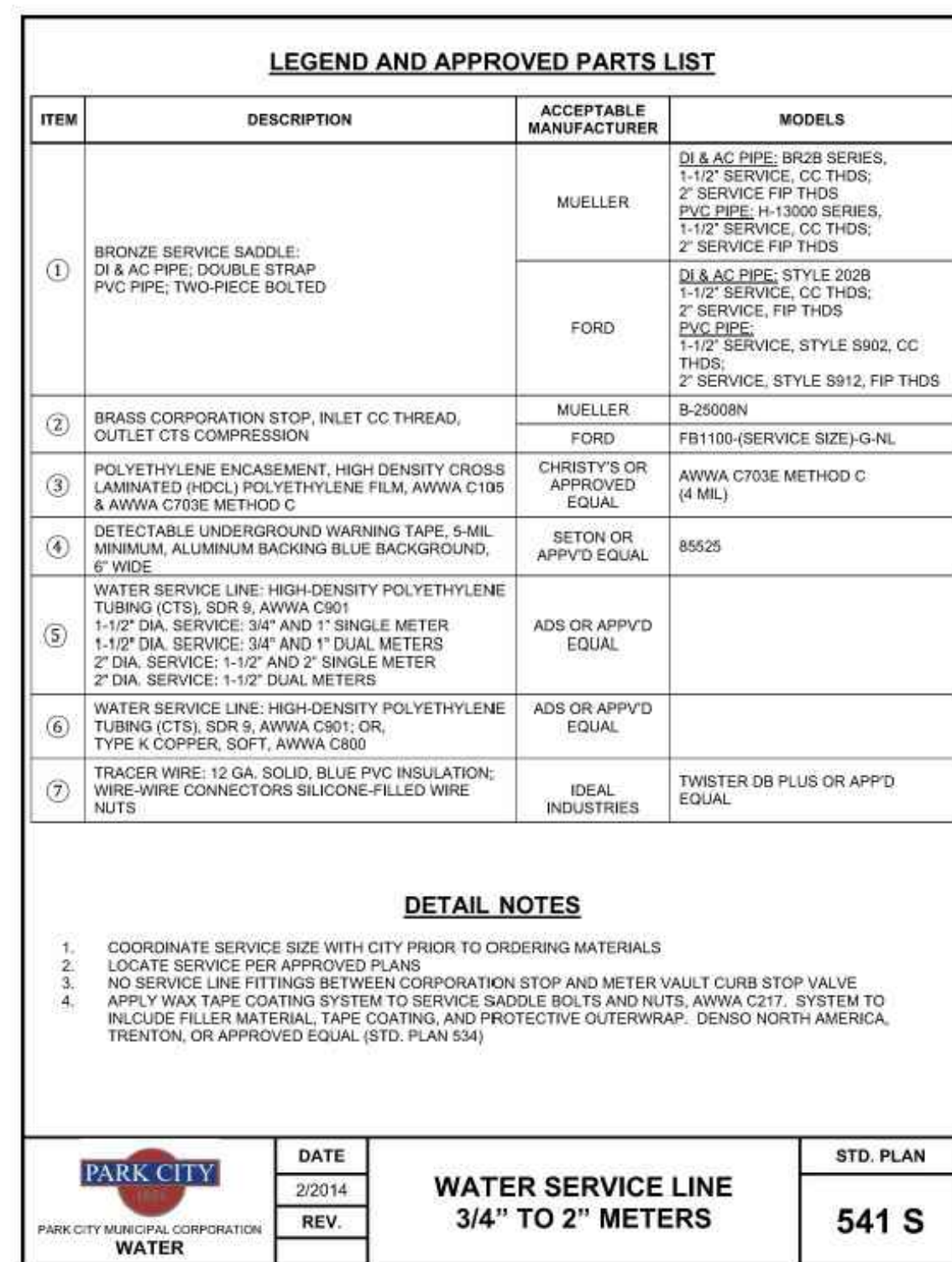
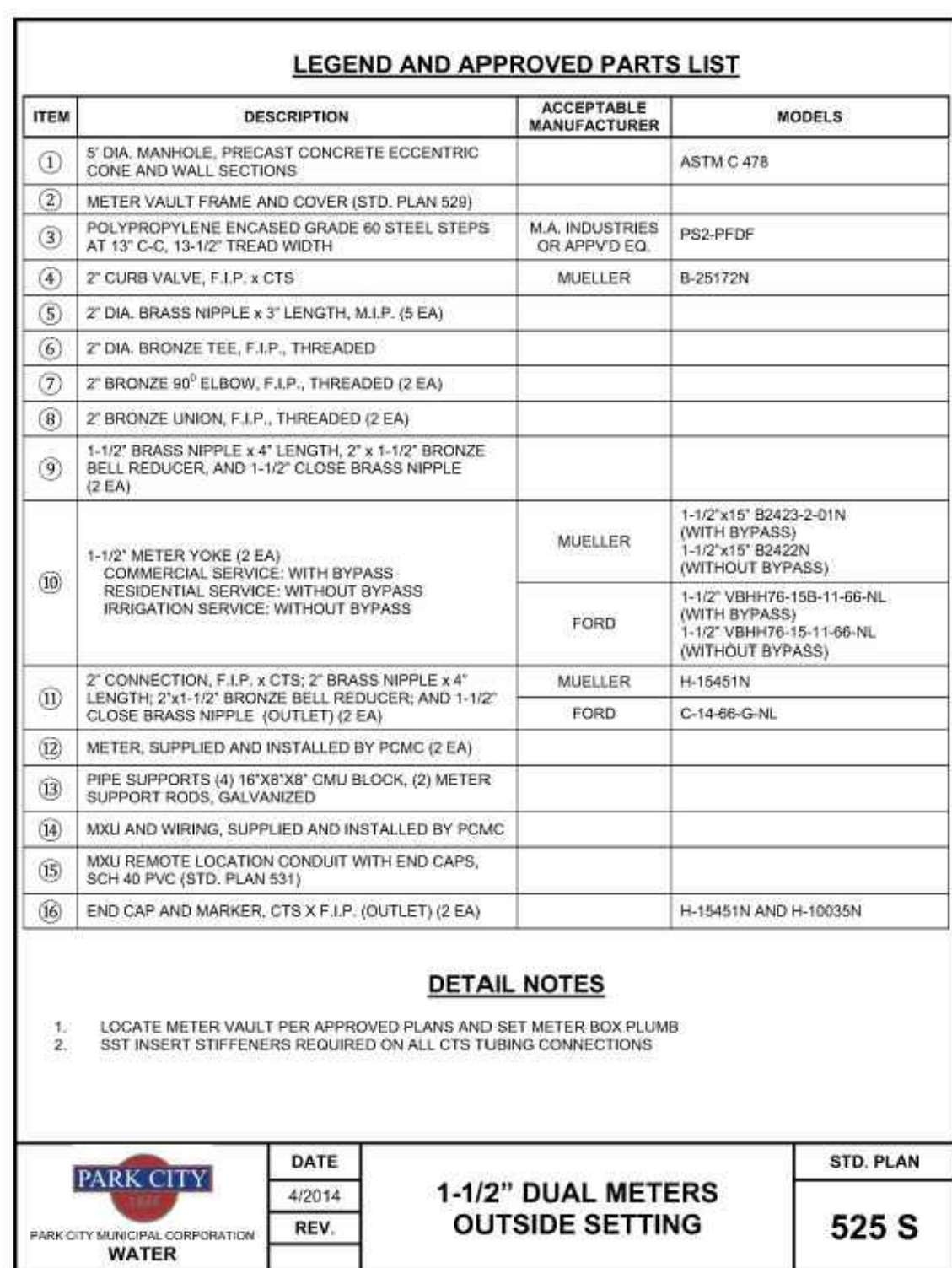
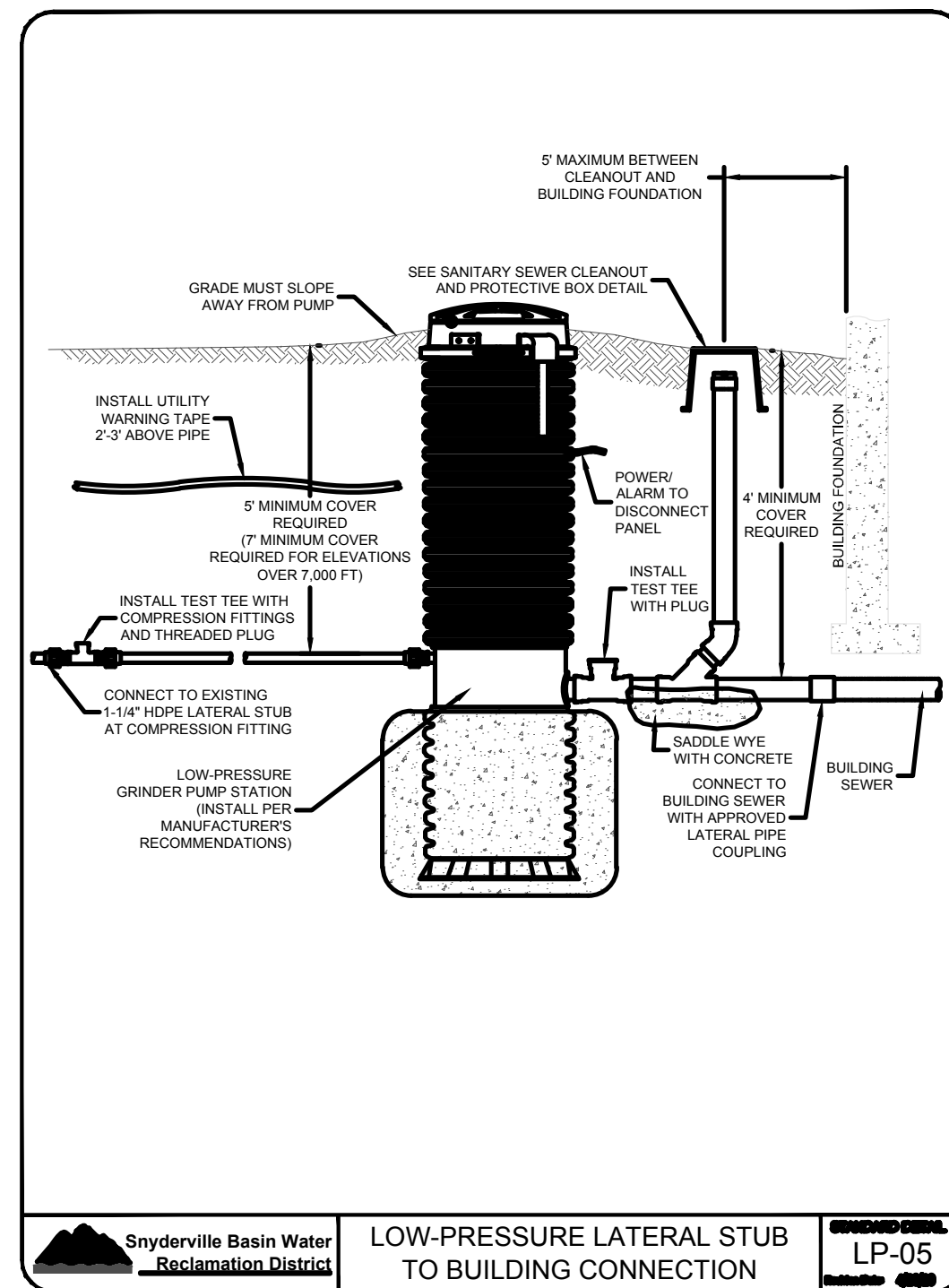
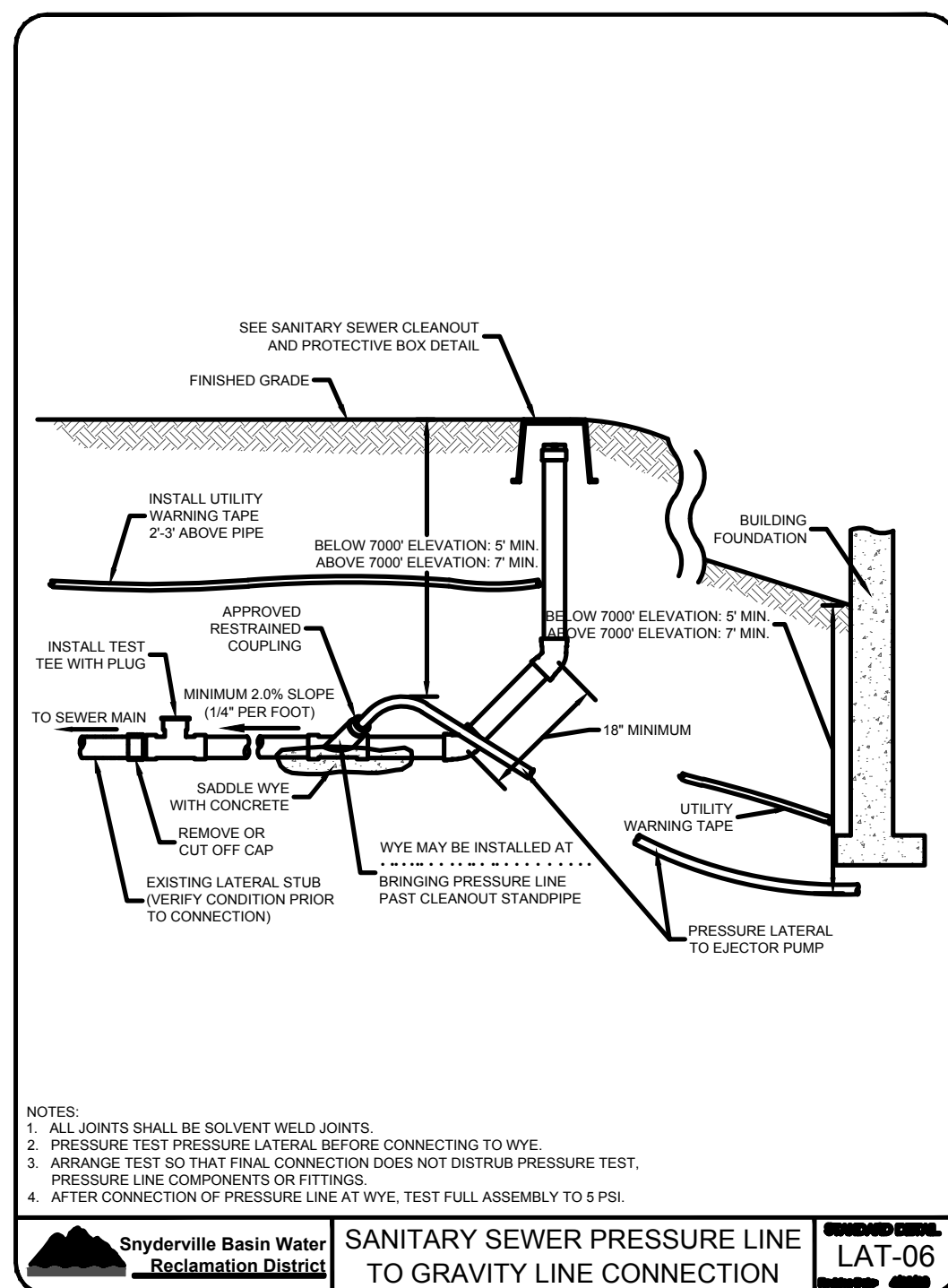
MOONSHADOW UNIT G CONSTRUCTION MITIGATION PLAN

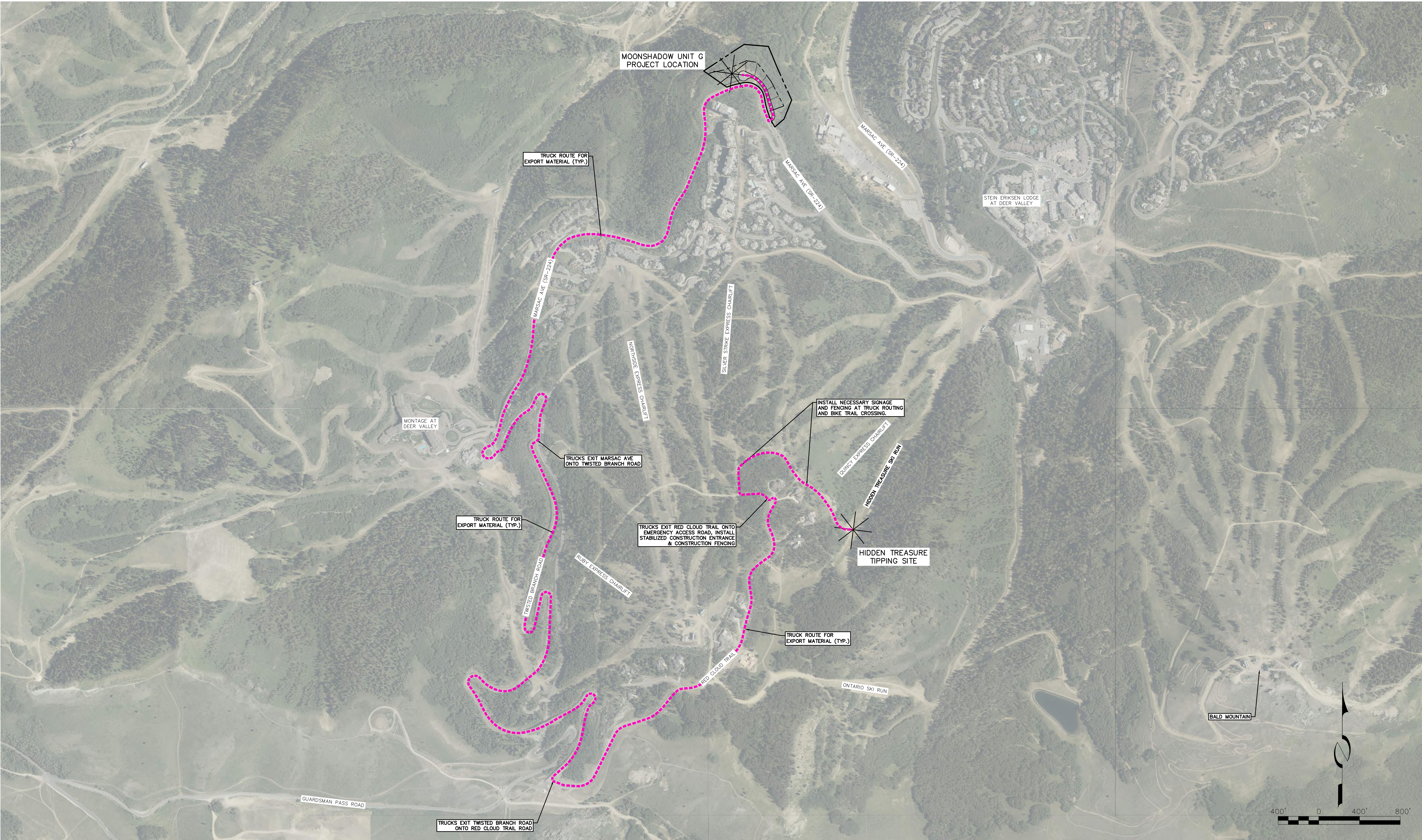
FOR: STUDIO MOXIE ARCHITECTS

JOB NO.: 12-11-21

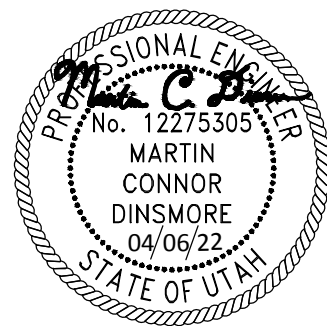
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SHEET
4
OF
7





NOTES:
1. COORDINATE WITH DEER VALLEY FOR USE OF HIDDEN TREASURE SKI RUN AS TIPPING SITE.



(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
BRAYLON ROSE

DATE: 04/06/22

MOONSHADOW UNIT G
TRUCK ROUTING SHEET

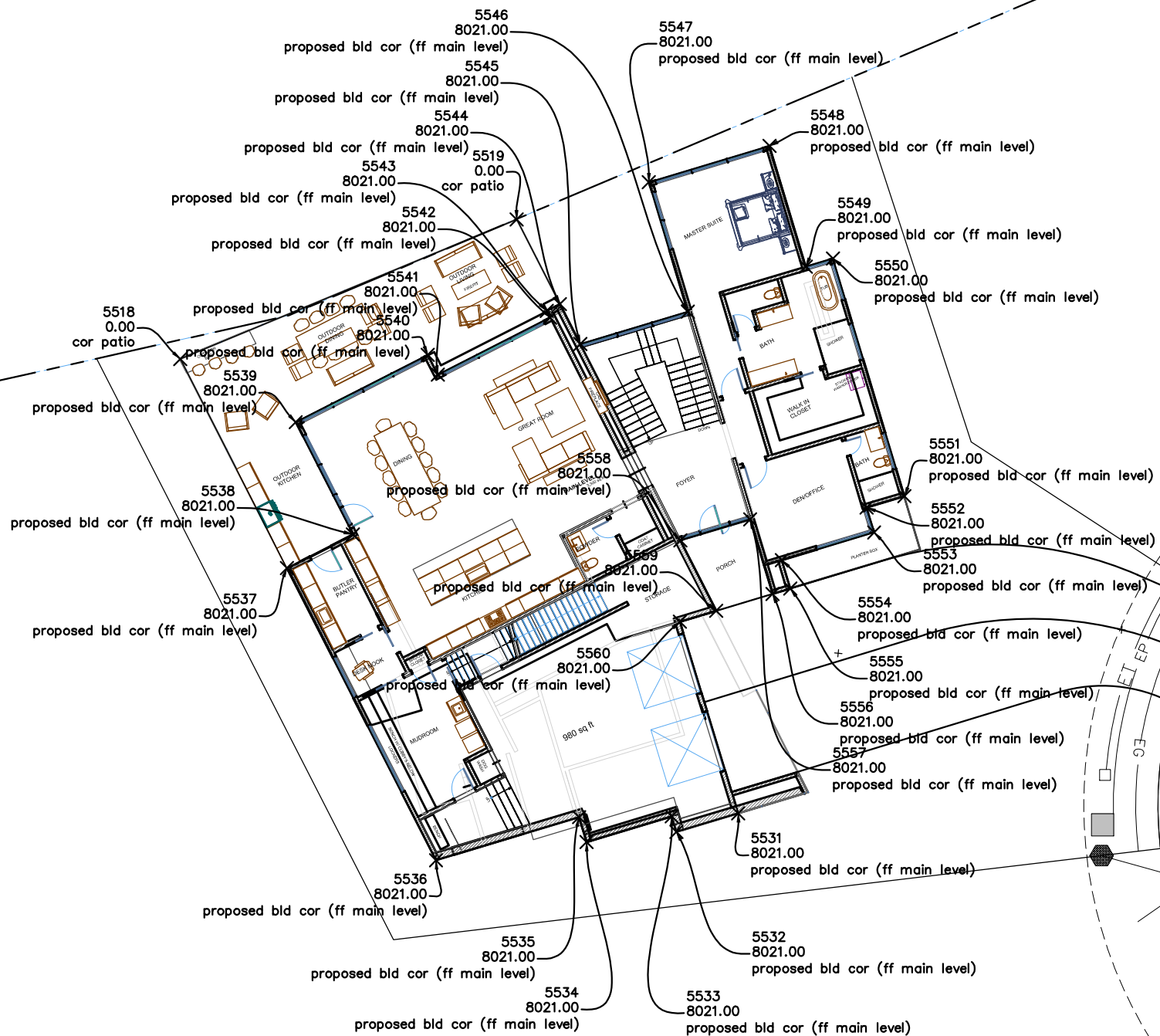
FOR: STUDIO MOXIE ARCHITECTS

JOB NO.: 12-11-21

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OF
7

Moonshadow Lot G HOA Building Review Staking



\\SERVER\X\Empire\dwg\sr\sr\2021\121121-Moonshadow_Unit G\121121_Unit G\Staking.dwg

Date: 1.5.22
Project No: 12-11-21

Alliance Engineering Inc.

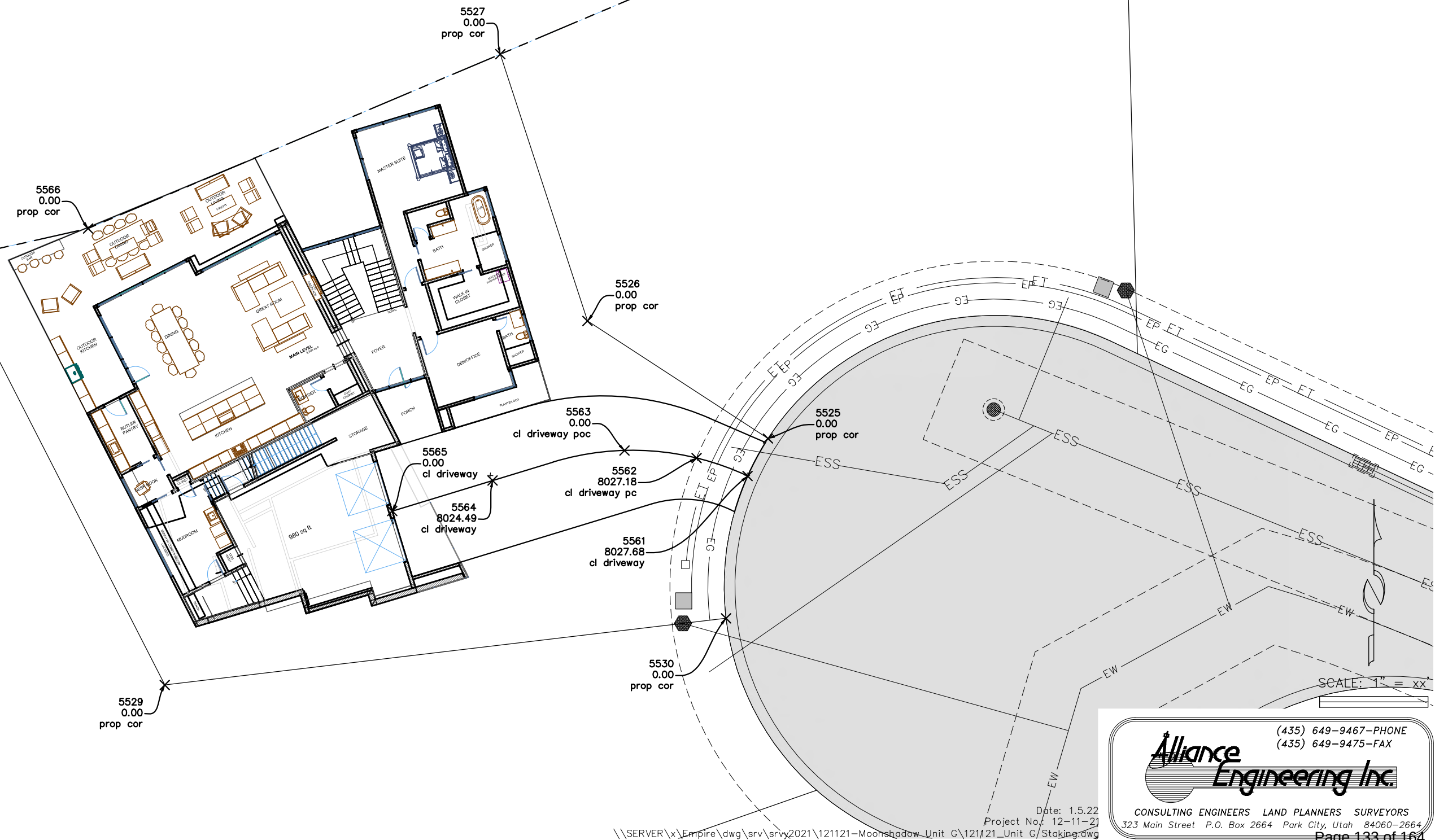
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

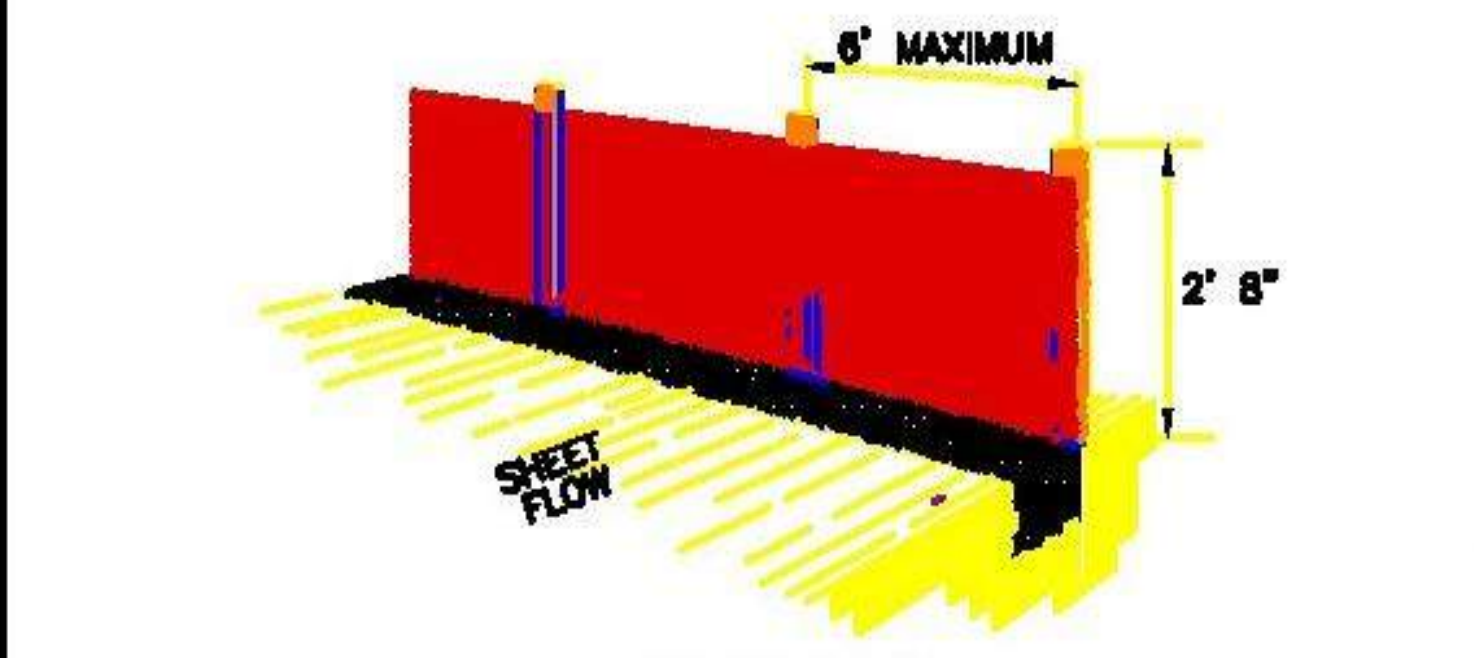
(435) 649-9467-PHONE
(435) 649-9475-FAX

SCALE: 1" = xx'

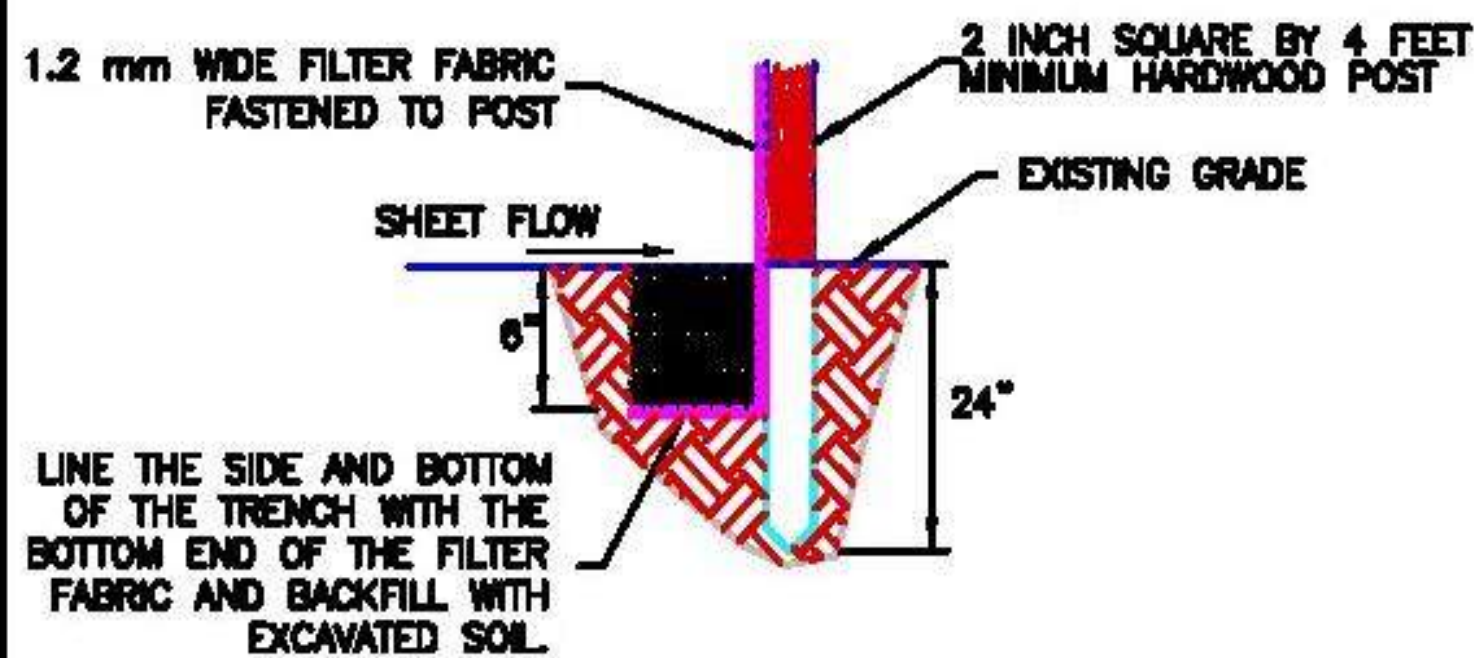
Moonshadow Lot G
HOA Review Staking



SILT FENCE

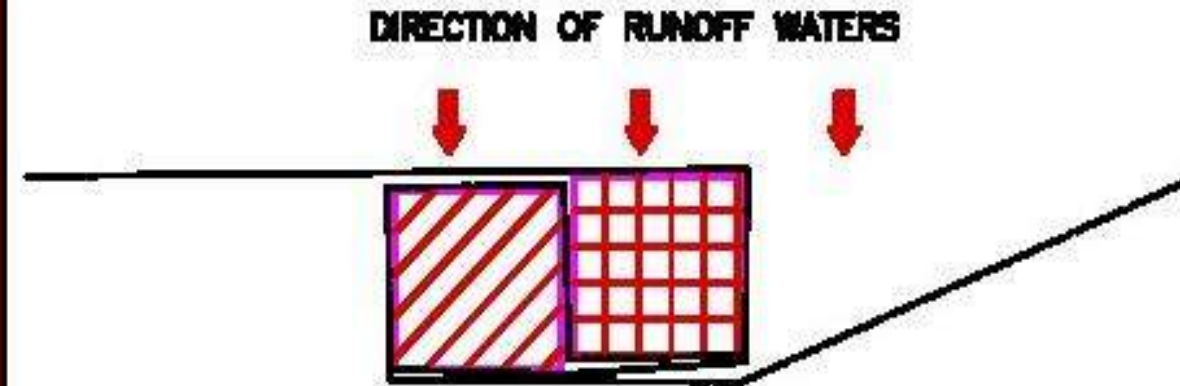


- INSTALLATION:
1. Where possible, layout the silt fence 5 to 10 feet beyond the toe of slope.
 2. Align the fence along the contour as close as possible.
 3. When excavating the trench, use machinery that will produce no more than the desired dimension.
 4. Place posts 8 foot on center along contour (or use pre assembled unit) and drive 2 feet (min.) into ground. Excavate an anchor trench (8 inches wide and 8 inches deep) immediately up-gradient of posts.
 5. Cut fabric to required width, unroll along length of barrier and drape over barrier. Secure fabric to stakes with staples, or similar, with trailing edge extending into anchor trench.
 6. Backfill trench over filter fabric to anchor.



- MAINTENANCE:
1. Inspect immediately after any rainfall and at least daily during prolonged rainfall.
 2. Look for runoff bypassing ends of barriers or undercutting fence (repair immediately).
 3. Repair or replace damaged areas of the fence and remove accumulated sediment.
 4. Re-anchor fence as necessary to prevent shortcutting.
 5. Remove accumulated sediment when it reaches 1/2 the height of the fence.

ATTACHING TWO SILT FENCES

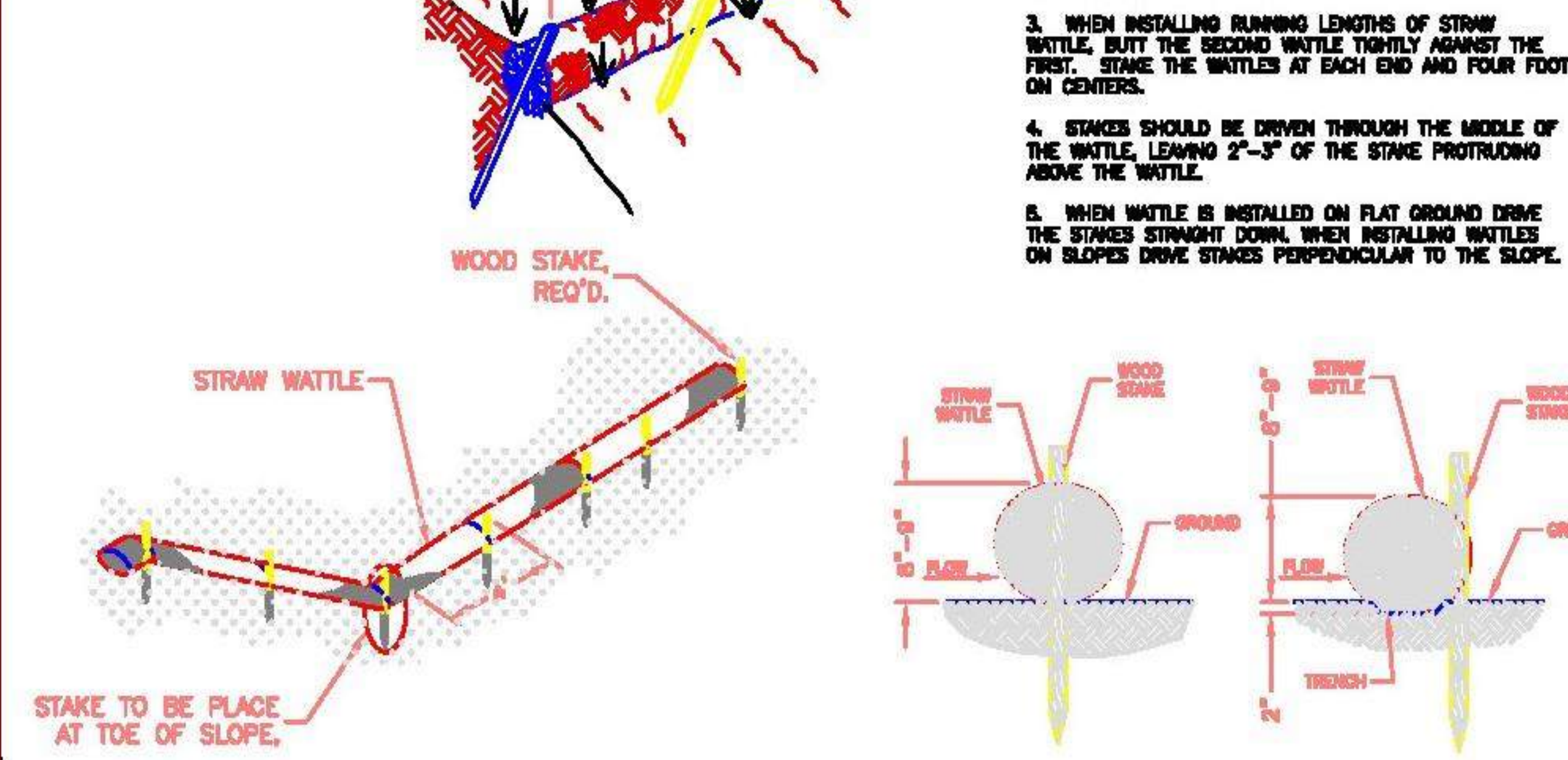


1. PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE.
2. ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A COUNTERCLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.
3. DRIVE BOTH POSTS ABOUT 24 INCHES INTO THE GROUND AND BURY FLAP.

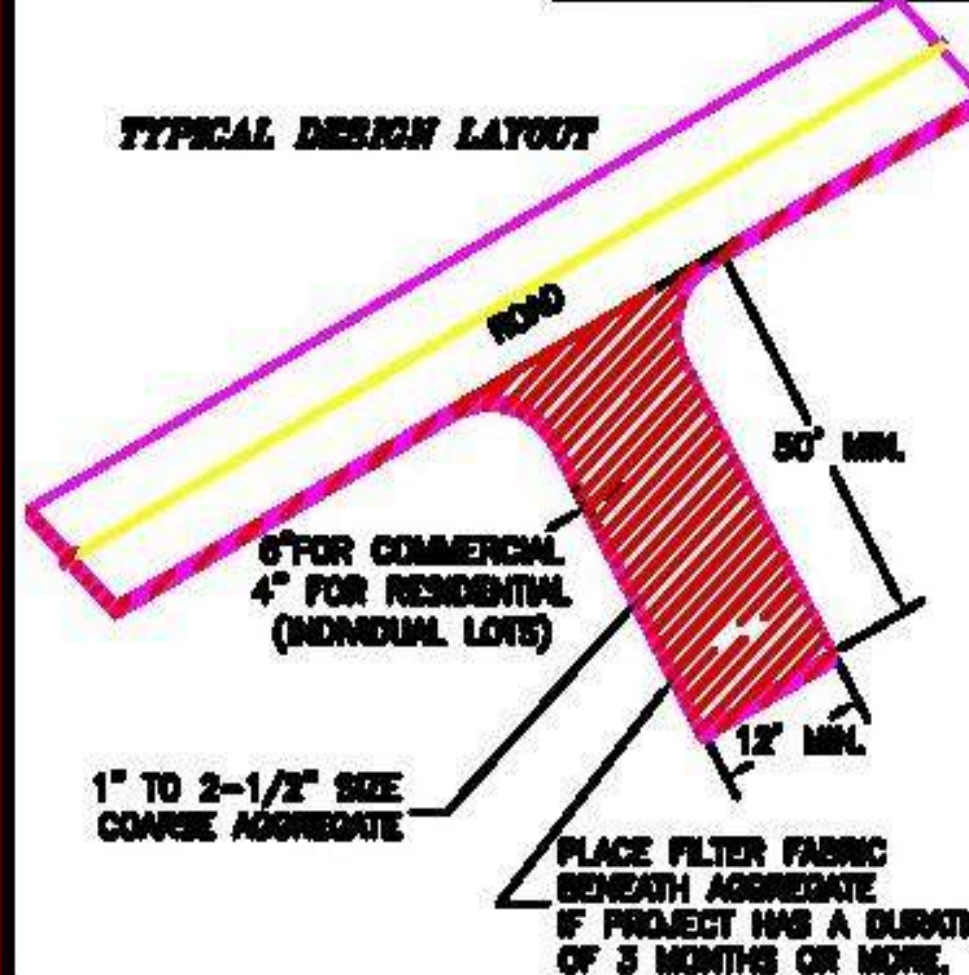
STRAW WATTLE DETAIL



- NOTE:
1. WOOD STAKES SHALL BE 1"x2"x18" OR 24" (NOMINAL), PLACED ON CONTOUR AND STAKED AT 4' ON CENTER AND IN LOW POINTS TO ASSURE CONTACT WITH GROUND.
 2. NO DAYLIGHT SHOULD BE SEEN UNDER THE WATTLE AFTER INSTALLATION.
 3. WHEN INSTALLING RUNNING LENGTHS OF STRAW WATTLE, BUTT THE SECOND WATTLE TIGHTLY AGAINST THE FIRST. STAKE THE WATTLES AT EACH END AND FOUR FOOT ON CENTERS.
 4. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE LEAVING 2"-3" OF THE STAKE PROTRUDING ABOVE THE WATTLE.
 5. WHEN WATTLE IS INSTALLED ON FLAT GROUND DRIVE THE STAKES STRAIGHT DOWN. WHEN INSTALLING WATTLES ON SLOPES DRIVE STAKES PERPENDICULAR TO THE SLOPE.



STABILIZED CONSTRUCTION ENTRANCE



- INSTALLATION:
1. Install at any point of ingress or egress at a construction site.
 2. Clear and grub area and grade to provide slope shown for driveway, or access/intersection. If adjacent to waterway, use a maximum slope of 2%.
 3. Compact subgrade and place filter fabric.
 4. Place coarse aggregate, 1 to 2 1/2 inches size, to a minimum depth of 6 inches for commercial projects, and 4 inches for residential projects.
- MAINTENANCE:
1. Inspect daily for loss of gravel or sediment buildup.
 2. Inspect adjacent roadway for sediment deposit and clean by sweeping or shoveling.
 3. Repair entrance and replace gravel as required to maintain control in good working condition.
 4. Expand stabilized area as required to accommodate traffic, and off site street parking and prevent erosion at driveway.

Required Inspections Table

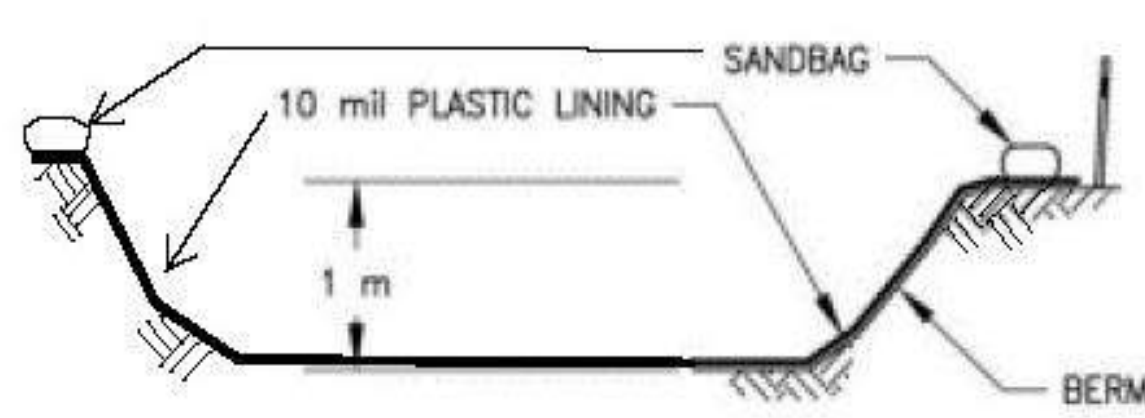
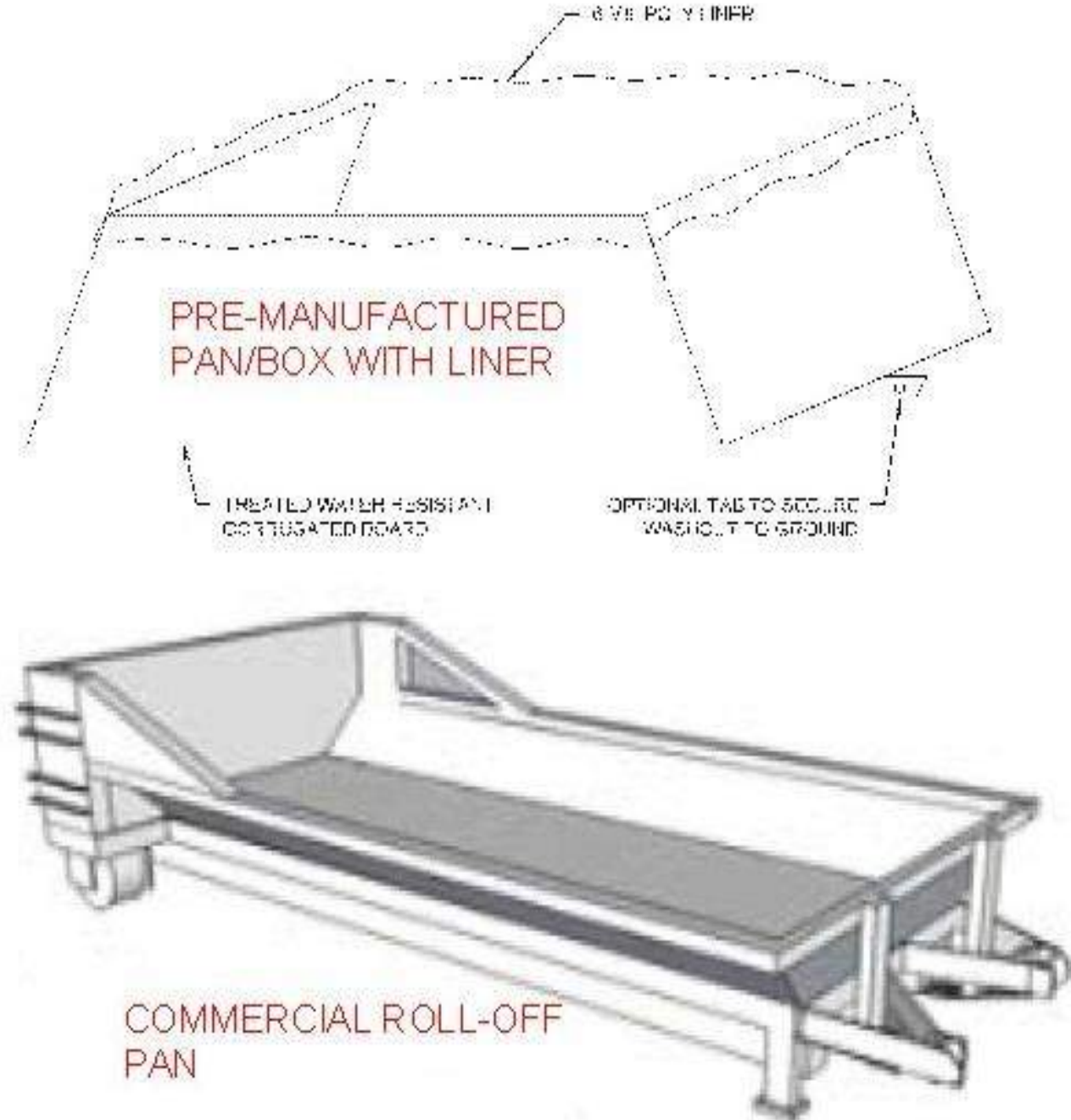
Inspection	Description/Requirements	Contact
Driveway/ Site Staking	Required prior to issuance of a Building Permit. Locate/ stake the driveway at the street and at the road right of way/property line and locate/stake all property corners.	Engineering
Rough Grading	Required prior to scheduling a Footing Inspection. Site Erosion Control measures must be installed and driveway must be roughly graded according to plan	Engineering
Footing	Schedule after steel is in place and before the concrete is poured	Building
Foundation	Schedule after steel is in place in the forms and before concrete is placed	Building
Under Slab Plumbing & Heating	Before concrete is poured or plumbing has been backfilled	Building
Certificate of Elevation and/or Survey	Performed by a licensed surveyor. Required prior to scheduling a Floor Framing Inspection. See requirements below.	Building
Floor Framing Inspection	Required prior to placing floor sheeting and includes Footing, Drain inspection	Building
Shear Wall	After the building is up to "the square" and all shear walls have been nailed and all the tie downs and shear wall connections have been installed	Building
Fire Sprinklers	Required prior to four-way inspection, when required by the local Fire District	Building
Four-Way	This inspection is performed after all rough electrical, plumbing, and mechanical has been installed. All framing is complete, shear walls previously inspected, and truss specifications are on the job for the inspector to read. Plumbing shall have either an air or water pressure test on them when the inspector arrives	Building
Weather Barrier/Stucco Lath	Weather barrier shall be inspected prior to applying veneer. Approved stucco I.C.C. research reports on site	Building
Gas Meter Set	Required before gas meter clearance is given to Questar	Building
Masonry wall/bond beam	Steel in masonry and before concrete/grout is poured	Building
Insulation	Pre Sheetrock insulation certificate required	Building
Drywall Nailing	This is done before drywall is taped	Building
Power to Panel	Building must be up with permanent roof installed	Building
Driveway pre-surfacing	Site Erosion Control measures must be installed and driveway graded to it's final configuration	Engineering
Final Driveway and Site Inspection	Required prior to Certificate of Occupancy and/or Bond Release. Driveway must be surfaced and site must be revegetated (inspections may be schedule separately). If the site is not revegetated, the erosion control measures must be in place and installed correctly.	Engineering
Flood Plain Elevation Certificate	FEMA Elevation Certificate (if applicable) required prior to Certificate of Occupancy. Form must be filed with FEMA and a copy provided to the Engineering Department	Engineering
Final	All work is DONE and building complete. Final clearances from the waste water district for sewer, County Health Department for septic, and fire district for sprinkler systems must be on the project for this inspection. Required for Certificate of Occupancy	Building
Certificate of Occupancy	Required prior to anyone occupying the structure. A Certificate of Occupancy will be issued once the final clearances have been obtained by the builder and brought to the Building Department's office in Coalville 1) Snyderville Basin Residential: Final from Building Department, Final from Engineering Department, Final letter from Snyderville Basin Water Reclamation District, Final water concurrency letter from appropriate water company, Final from Park City Fire District (in required subdivisions). 2) Eastern Summit County: Final from Building Department, Final from Engineering Department, Final from Fire District and Final from Health Department	Building
ECP Bond Release Inspection	Required to verify that the site has been fully stabilized (revegetated). Inspection is required prior to applicant receiving a release of their Erosion Control Bond. Applicant must provide a written request for the release of the bond.	Engineering

Construction Mitigation Plan Notes

- Show location for dumpster, portable toilets, materials storage, parking
- Construction parking/traffic may not block the street without a permit (available from the Engineering Division)
- Mud tracked out onto the street must be cleaned prior to the end of the work day
- The construction site must be maintained in a neat manner. Trash and other debris may not accumulate outside the dumpster.
- Roadside parking is not allowed from November 1st to April 1st

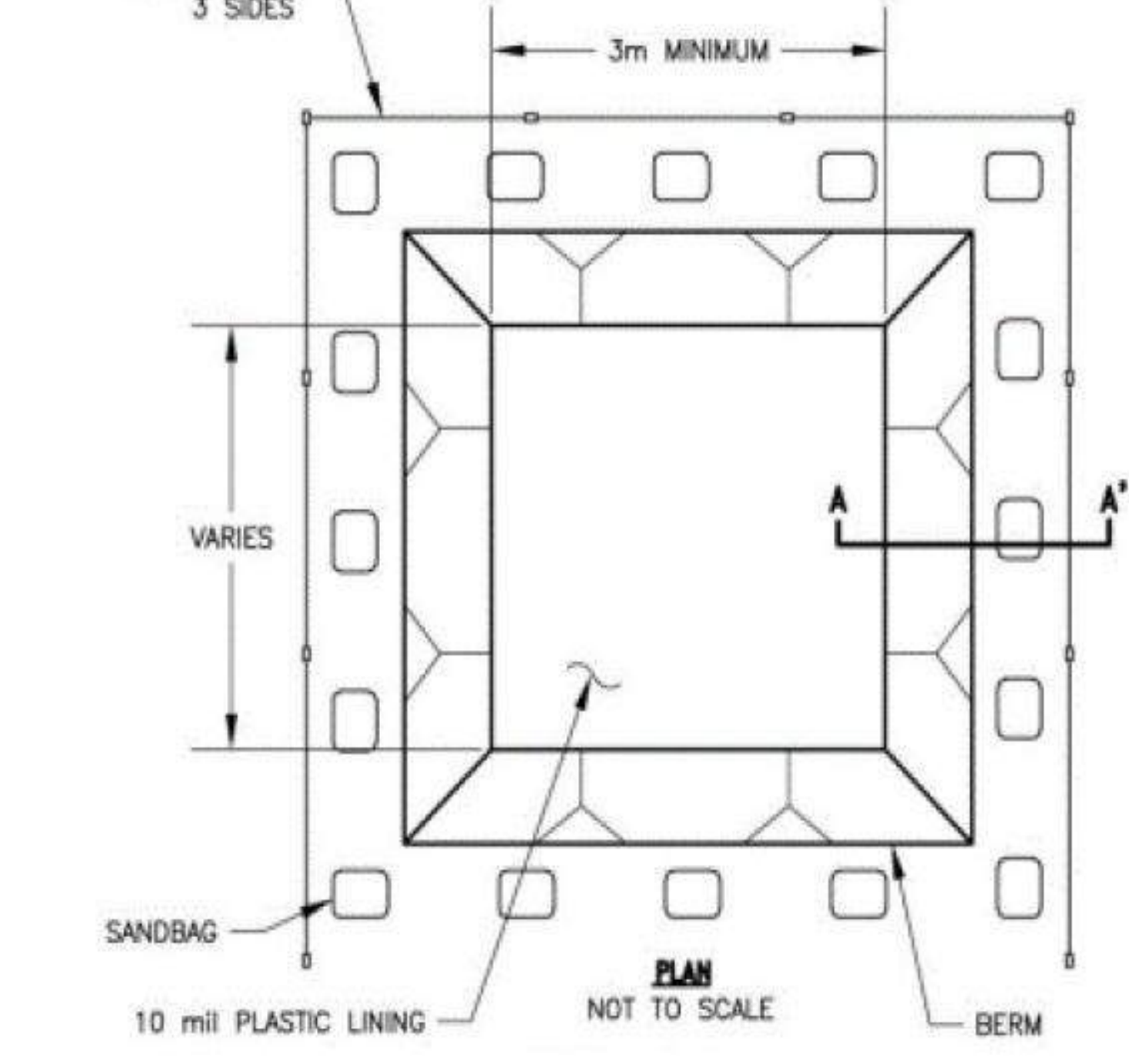
- Perform washout of concrete trucks offsite or in designated concrete washout areas only.
- Do not wash out concrete trucks onto the ground, or into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped onsite, except in designated concrete washout areas.

- Concrete washout areas may be prefabricated concrete washout containers, or self-installed structures (above-grade or below-grade).
- Prefabricated containers are most resistant to damage and protect against spills and leaks. Companies may offer delivery service and provide regular maintenance and disposal of solid and liquid waste.
 - If self-installed concrete washout areas are used, below-grade structures are preferred over above-grade structures because they are less prone to spills and leaks.
 - Self-installed above-grade structures should only be used if excavation is not practical.

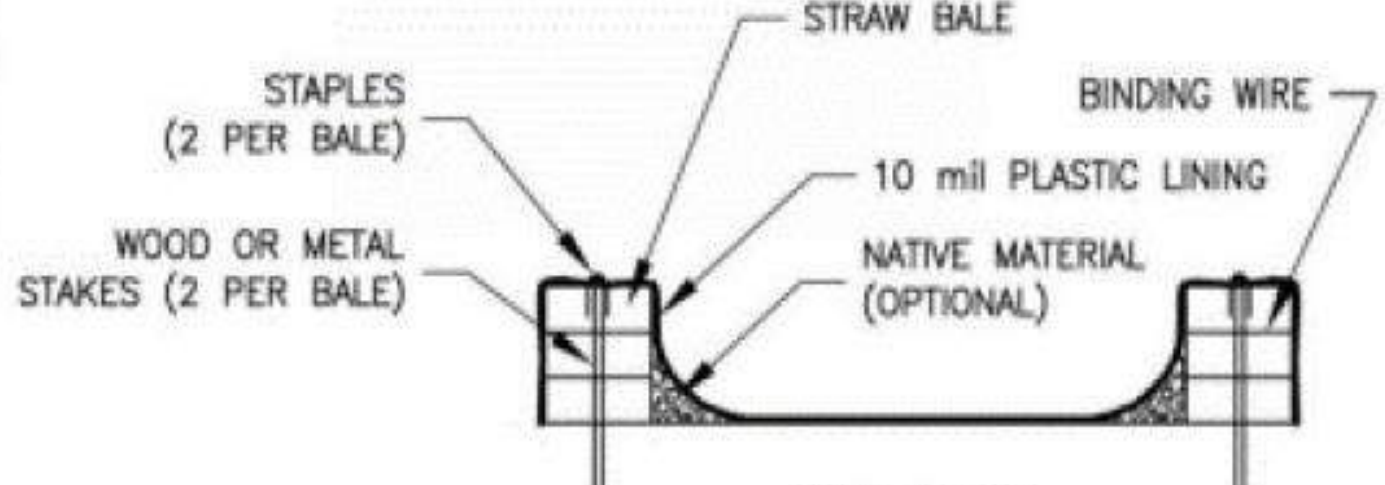


SECTION A-A'

NOT TO SCALE

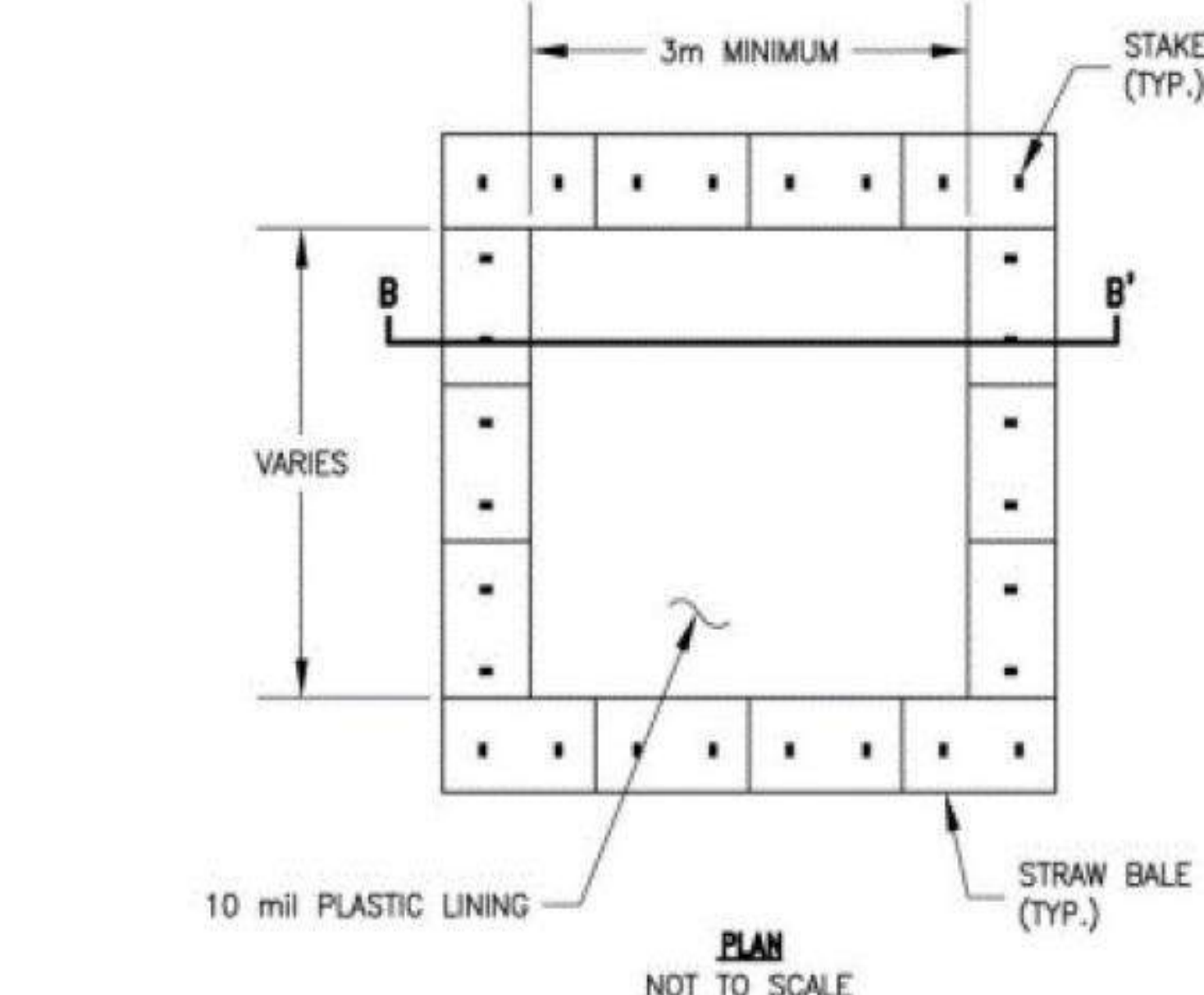


TYPE: BELOW GRADE (PIT)



SECTION B-B'

NOT TO SCALE



TYPE: ABOVE GRADE (With Straw Bales)



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Park City, Utah 84098
801-688-9408
Curtis@StudioMoxieArchitects.com

CONSULTANTS

MOONSHADOW ESTATES

MOONSHADOW LOT G

EMPIRE PASS
MOONSHADOW COURT
PARK CITY, UT 84060

SINGLE FAMILY HOME

CONTRACTORS SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL DIMENSIONS AND CONDITIONS ON THE JOB AND DESIGNER MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. THE ABOVE DRAWINGS AND SPECIFICATIONS AND THE IDEAS, DESIGN AND ARRANGEMENTS REPRESENTED THEREIN ARE AND SHALL REMAIN THE PROPERTY OF STUDIO MOXIE. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OR BY ANY OTHER PERSON FOR ANY PURPOSE OTHER THAN FOR THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF STUDIO MOXIE. DESIGNS CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION OF STUDIO MOXIE. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

MARK DATE DESCRIPTION

MODEL FILE:

2022 - 2 - 25 MOONSHADOW G.dgn

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SHEET TITLE

SECTION EXHIBITS

C-4

SHEET 18

OF 45

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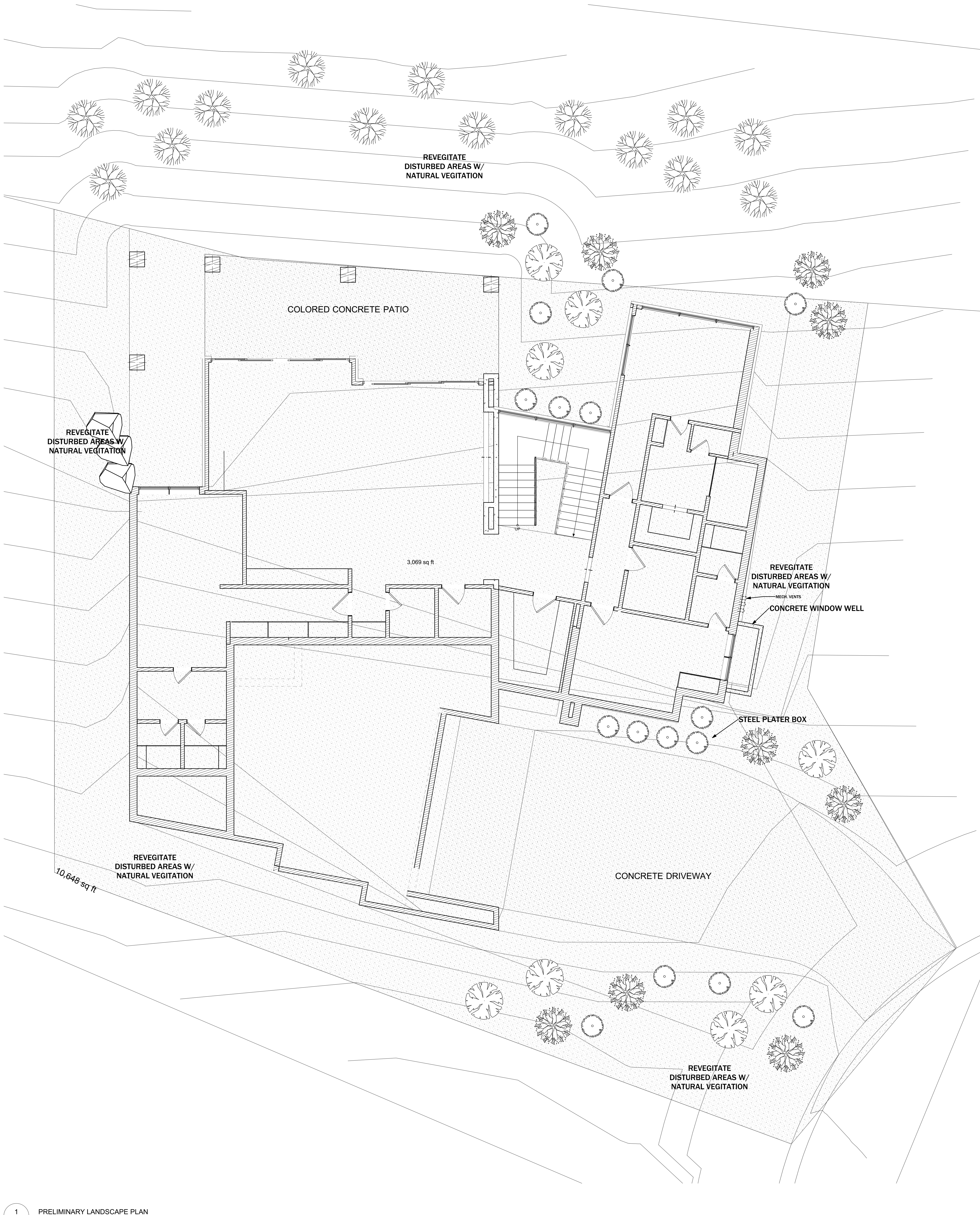
SHEET TITLE

PRELIMINARY
LANDSCAPE PLAN

L-001

SHEET 21

OF 45



1
L-001
PRELIMINARY LANDSCAPE PLAN
SCALE: 3/16" = 1'-0"

PLANT QUANTITY AND SIZE REQUIREMENTS

- Any trees greater than 6 inches in diameter at breast height (DBH) proposed for removal are to be mitigated at a 1:1 ratio. Mitigation trees may be planted anywhere on the Lot, subject to the Guidelines outlined in this section.
- 50% of evergreens required for mitigation are to be a minimum of 10 feet in height; 50% are to be a minimum of 14 feet in height. 50% of deciduous trees required for mitigation are to be a minimum size of 2-inch caliper DBH; 50% are to be a minimum 3-inch caliper DBH.
- All shrub plantings are to utilize a minimum 5-gallon container.
- The DRB may require additional plant materials and/or sizes, as necessary, to adequately filter views from off-site.

PLANTING DESIGN WITHIN THE NATURAL AREA

- Planting within the Natural Area is to be limited to native plant material as specified in Appendix B – 'Approved Plant List'.
- In order to create a uniform edge treatment, plant materials and landscaping in the Natural Area of each Lot is to smoothly interface with and transition into the natural landscape adjacent to the trails and ski runs. Upon completion of landscape improvements, the property line between any ski run or trail and any individual Lot should not be discernible. The use of mature landscape materials that exceed minimum size requirements is encouraged.

NOTES:
LANDSCAPE TO COMPLY WITH WILDFIRE INTERFACE COMPLIANCE
TREES TO BE WATERED BY DRIP SYSTEM
REVEGETATE DISTURBED AREAS WITH NATURAL GRASSES

PLANTING DESIGN WITHIN THE IMPROVEMENT ENVELOPE

- Introduced plant materials are to be equal in scale (at installation) to the natural existing material surrounding the site.
- Non-native plants, planting beds and gardens may be introduced within the Improvement Envelope, provided they are kept close to the house and are not visible from off-site. Plants are to transition to an all-native palette as one moves away from the house towards the Natural Area.
- In order to minimize the use of water and to reinforce the integration of buildings and improvements with the natural environment, the introduction of manicured lawns is discouraged. When used, manicured lawns are to be confined to the Improvement Envelope, located within courtyards or otherwise screened from offsite views by buildings, walls and/or plant materials.
- Recommended plant materials for the Improvement Envelopes are listed in Appendix B – 'Approved Plant List'. These plants are not necessarily native to the alpine regions of Park City and may require supplemental water for peak performance.

LEGEND		
	SYMBOL	NAME
TREES		QUAKING ASPEN (POPULUS TREMULOIDES)
		WHITE FIR (ABIES CONCOLOR)
		DOUGLAS FIR (PSEUDOTSUGA MENZIESII)
SHRUBS		UTAH SERVICEBERRY (AMELANCHIER UTAHENSIS)

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LOT G

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PARK CITY, UT 84060

SINGLE FAMILY HOME

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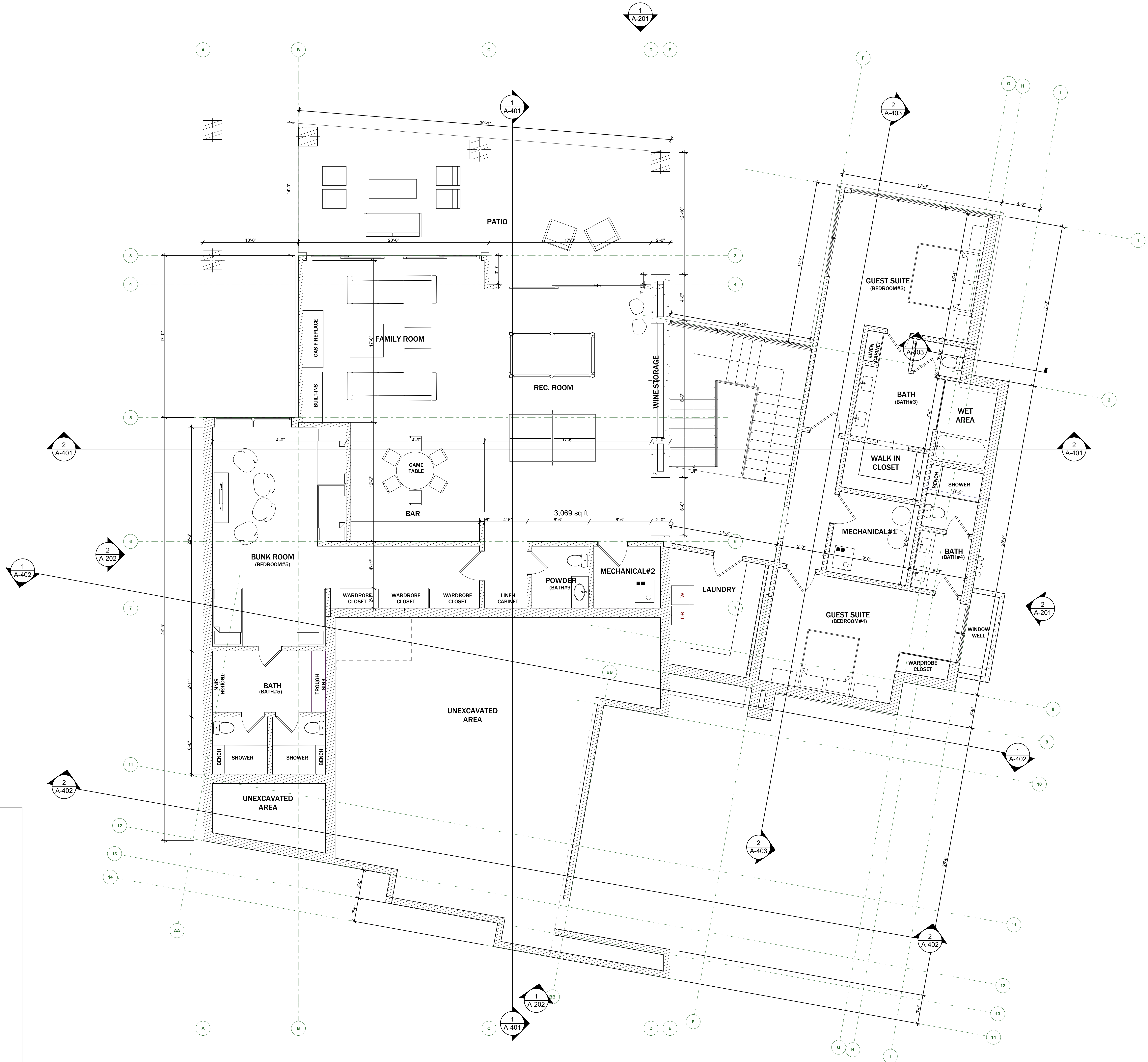
SHEET TITLE

LOWER LEVEL FLOOR
PLAN

A-101

SHEET 22

OF 45



AREA CALCULATIONS

FINISHED SQUARE FOOTAGE:
LOWER LEVEL 3,069
MAIN LEVEL 3,250
UPPER LEVEL 1,107
TOTAL FINISHED SQFT 7,426*

(*=NOT INCLUDING GARAGE, PATIO, DECKS)

GARAGE SPACE 917

(ALLOWABLE MGFA LOT G: 7,750)
(EXCESS GARAGE ALLOWED: 600)

MGFA CALCULATION:
FINISHED SQFT: 7,426
GARAGE EXCESS: +328
TOTAL PROPOSED MDFA: 7,743

1 LOWER LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"



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MARK	DATE	DESCRIPTION
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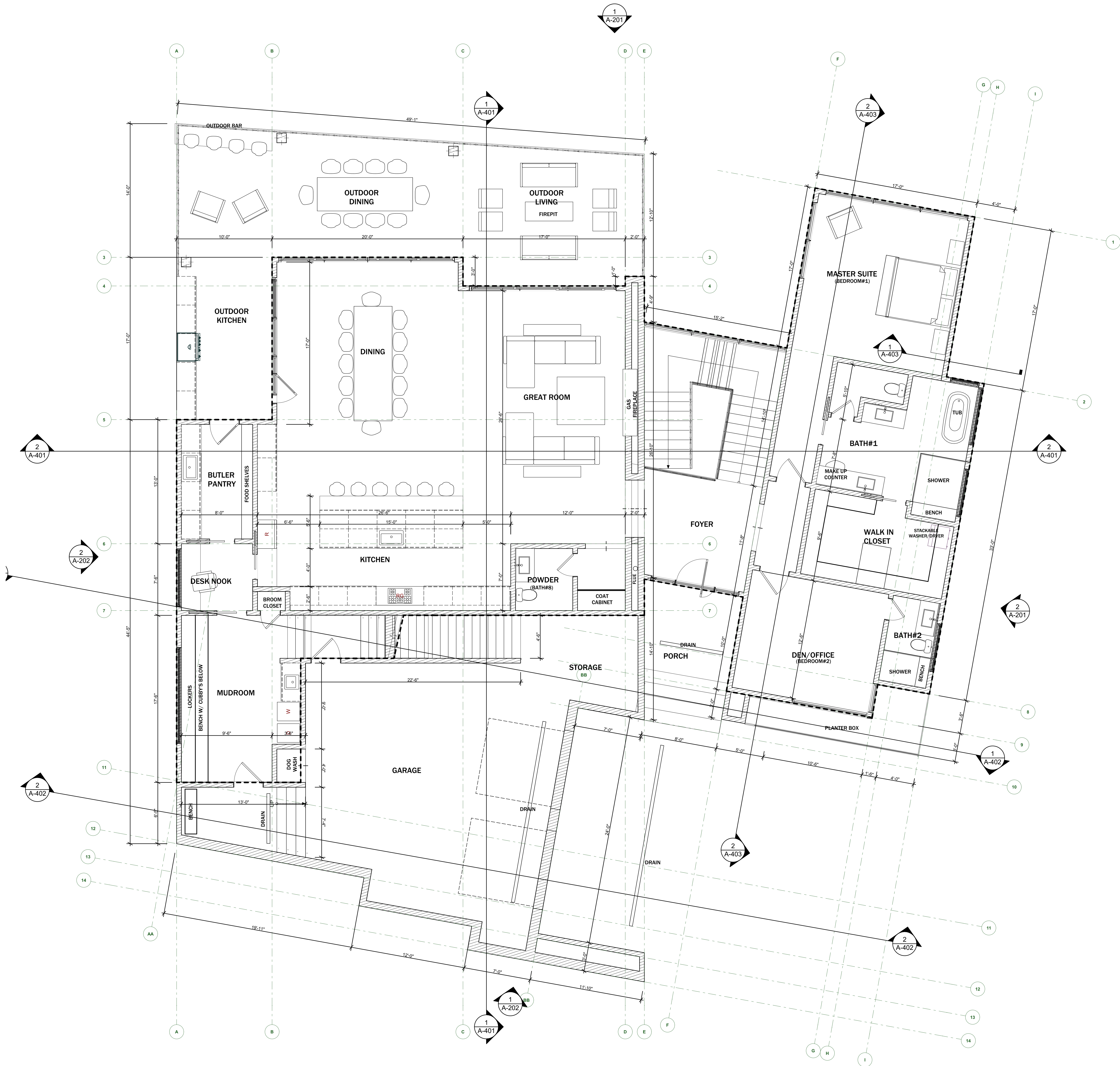
SHEET TITLE

MAIN LEVEL FLOOR PLAN

A-102

SHEET 23

OF 45



AREA CALCULATIONS

FINISHED SQUARE FOOTAGE:
LOWER LEVEL 3,083
MAIN LEVEL 3,267
UPPER LEVEL 1,057
TOTAL FINISHED SQFT 7,407*

(*=NOT INCLUDING GARAGE, PATIO, DECKS)

GARAGE SPACE 928

(ALLOWABLE MGFA LOT G: 7,750)
(EXCESS GARAGE ALLOWED: 600)

MGFA CALCULATION:
FINISHED SQFT: 7,407
GARAGE EXCESS: +328
TOTAL PROPOSED MDFA: 7,735

1
A-102 MAIN LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"



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ESTATES

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LOT G**

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SINGLE FAMILY HOME

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[illegible]

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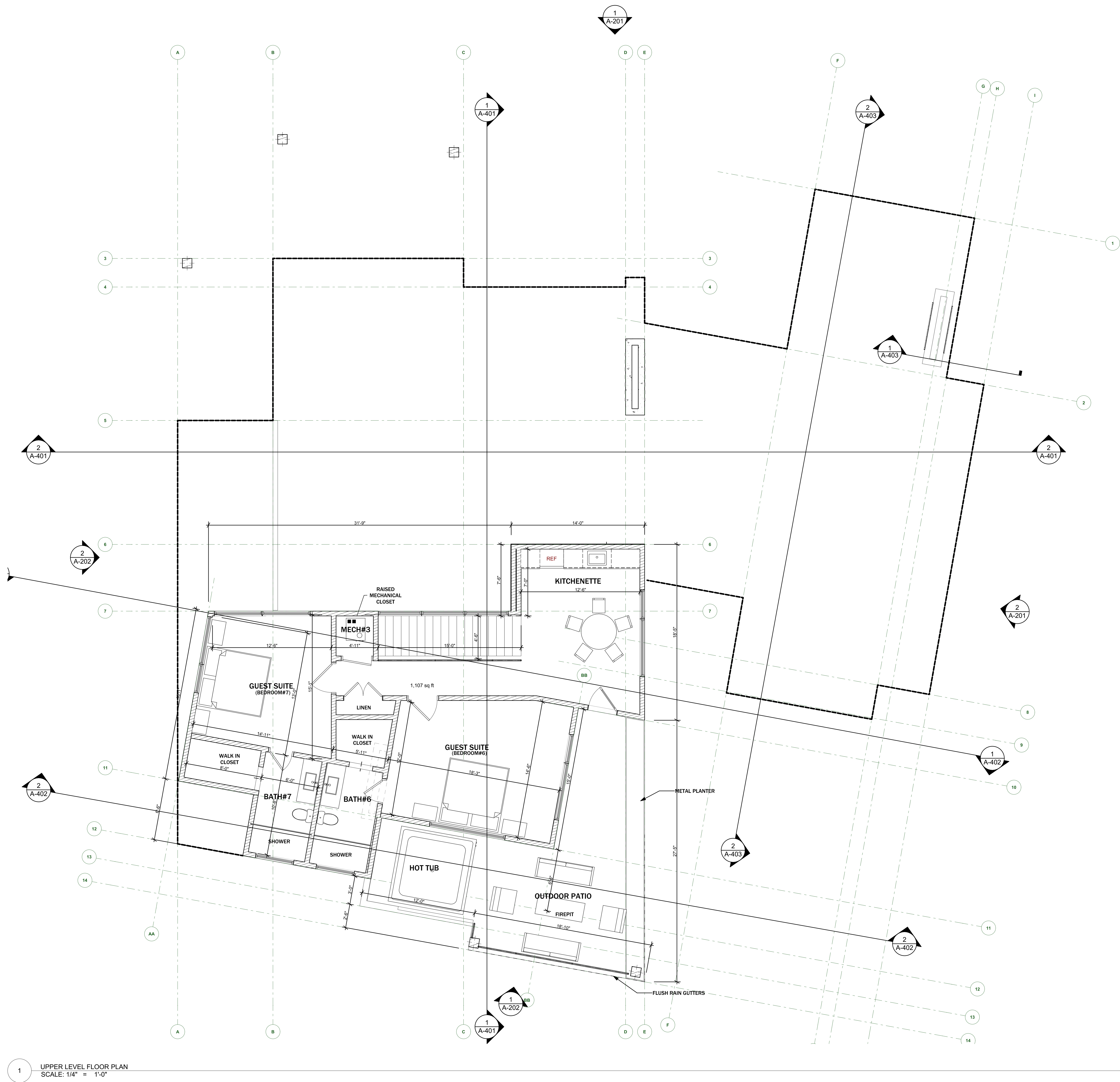
SHEET TITLE

UPPER LEVEL FLOOR PLAN

A-103

SHEET 24

OF 45



1 UPPER LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"



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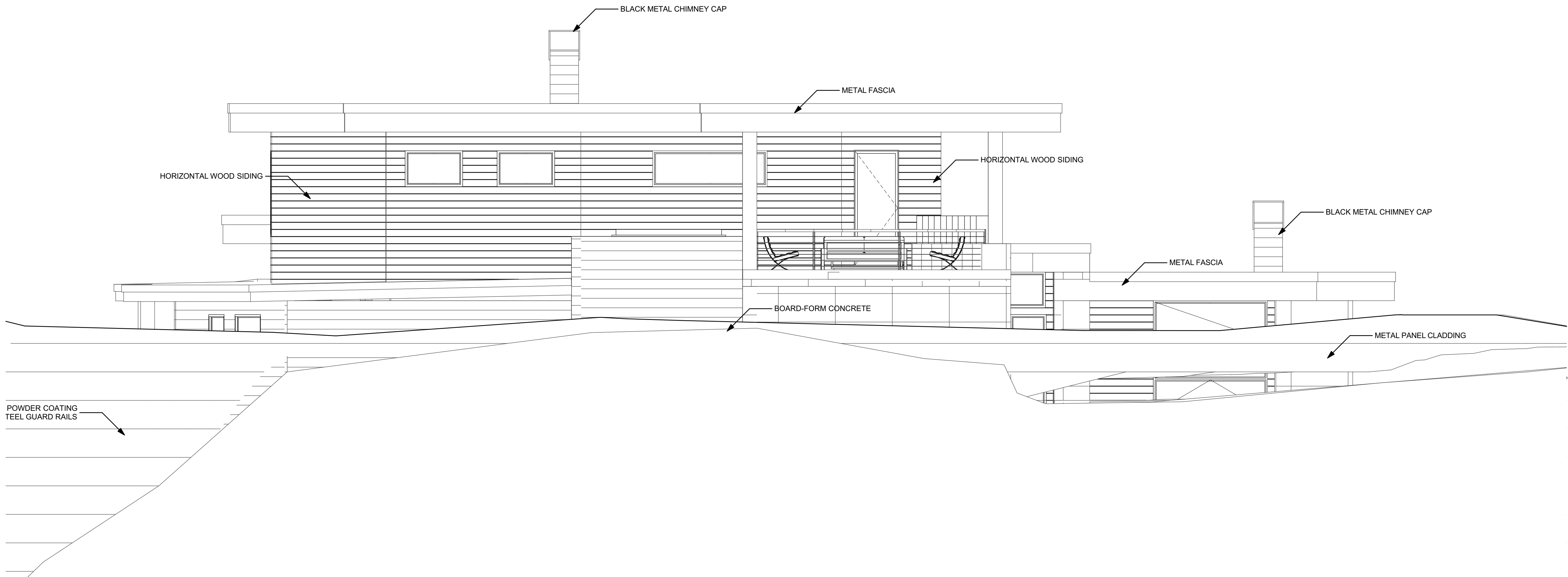
SHEET TITLE

ELEVATIONS

A-201

SHEET 29

OF 45

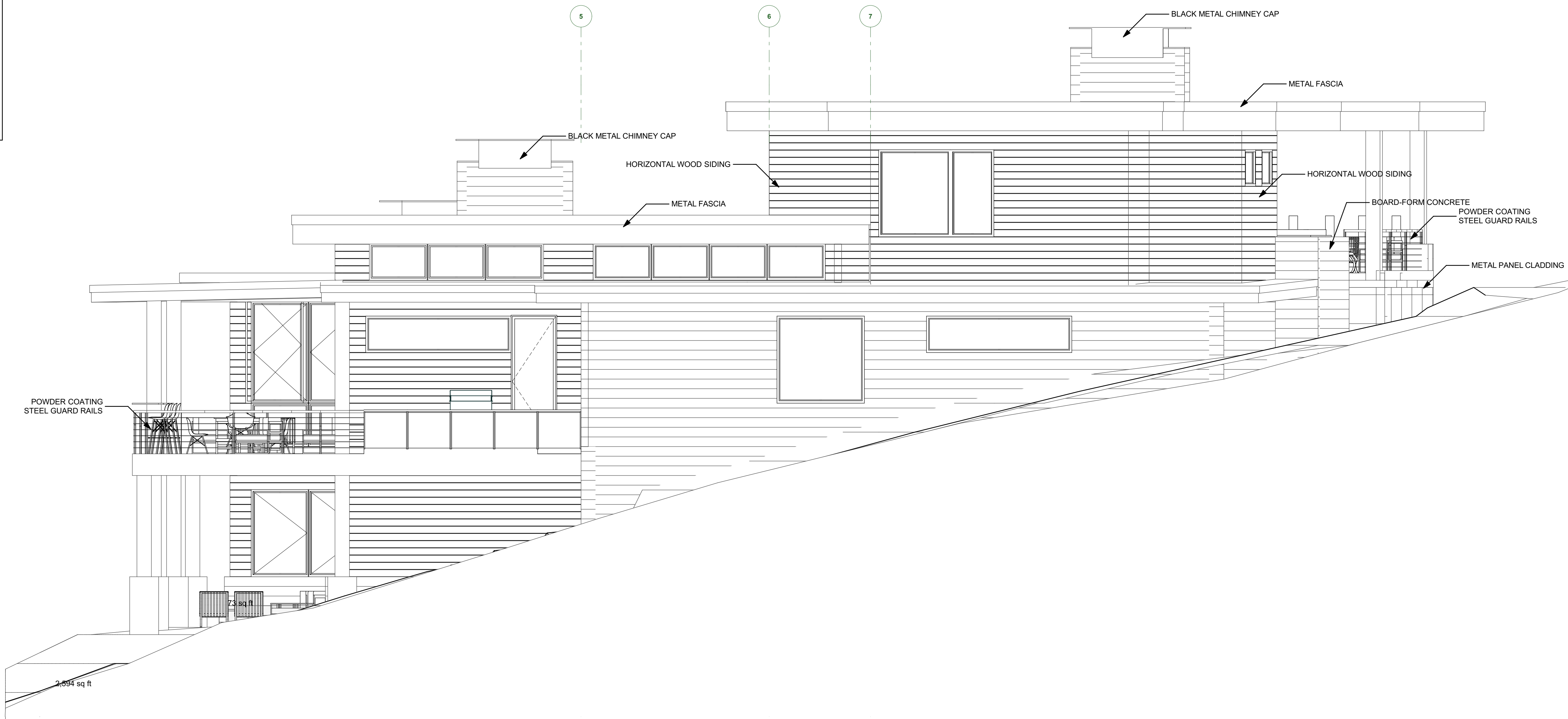


1
A-201
FRONT ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR MATERIAL CALCULATION

WOOD SIDING = 57%
BOARD FORM CONCRETE = 34%
METAL SIDING = 9%

(METAL SIDING MAX=15%)



2
A-201
LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



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MARK	DATE	DESCRIPTION
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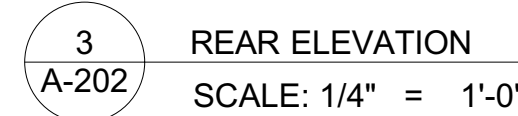
SHEET TITLE

ELEVATIONS

A-202

SHEET 30

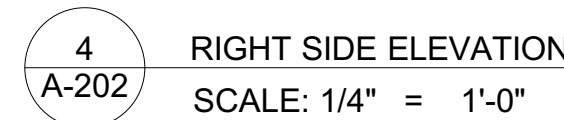
OF 45



EXTERIOR MATERIAL CALCULATION

WOOD SIDING =	57%
BOARD FORM CONCRETE =	34%
METAL SIDING =	9%

(METAL SIDING MAX=15%)





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MARK	DATE	DESCRIPTION
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SHEET TITLE

3D VIEWS

A-203

SHEET 31

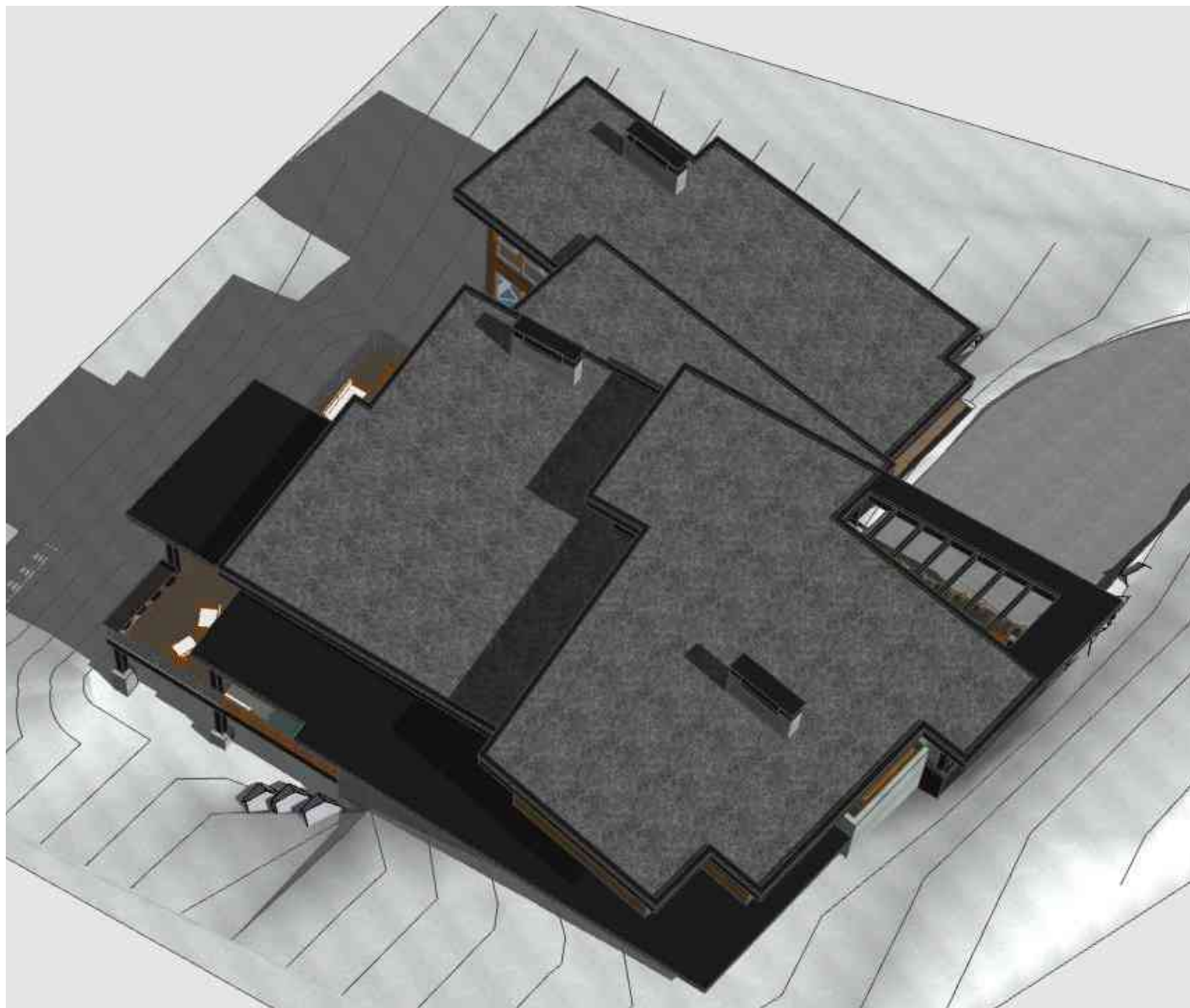
OF 45



AERIAL 3



AERIAL 1



AERIAL 4



AERIAL 2



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SHEET TITLE

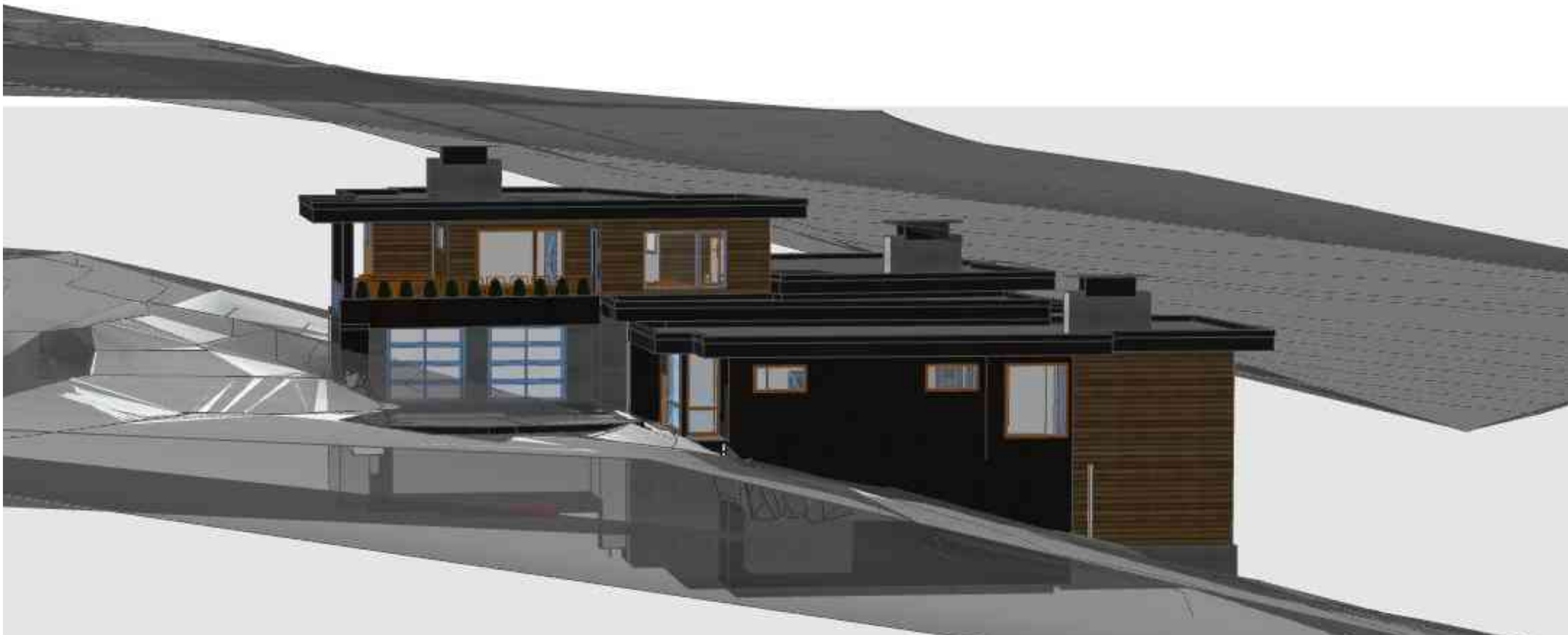
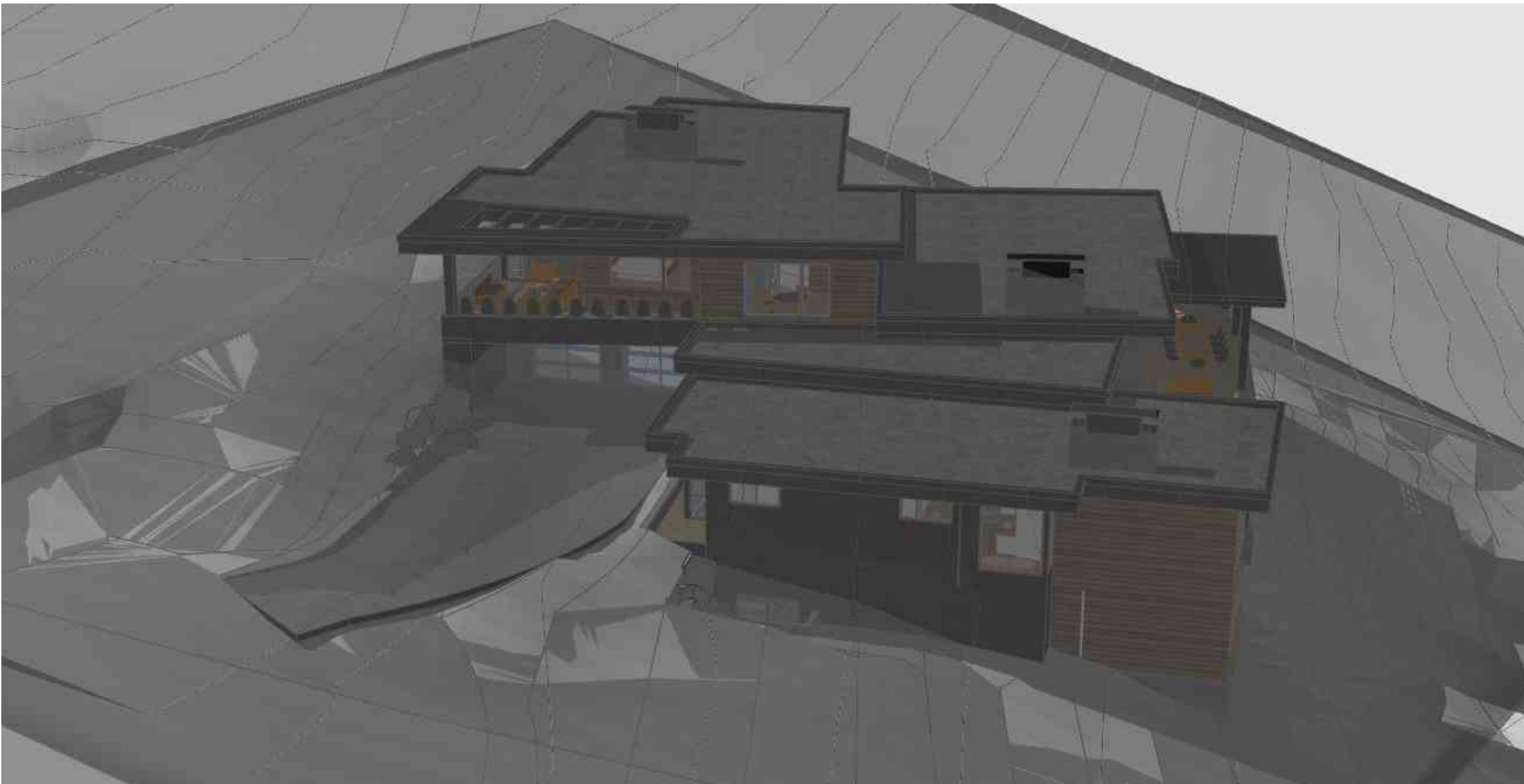
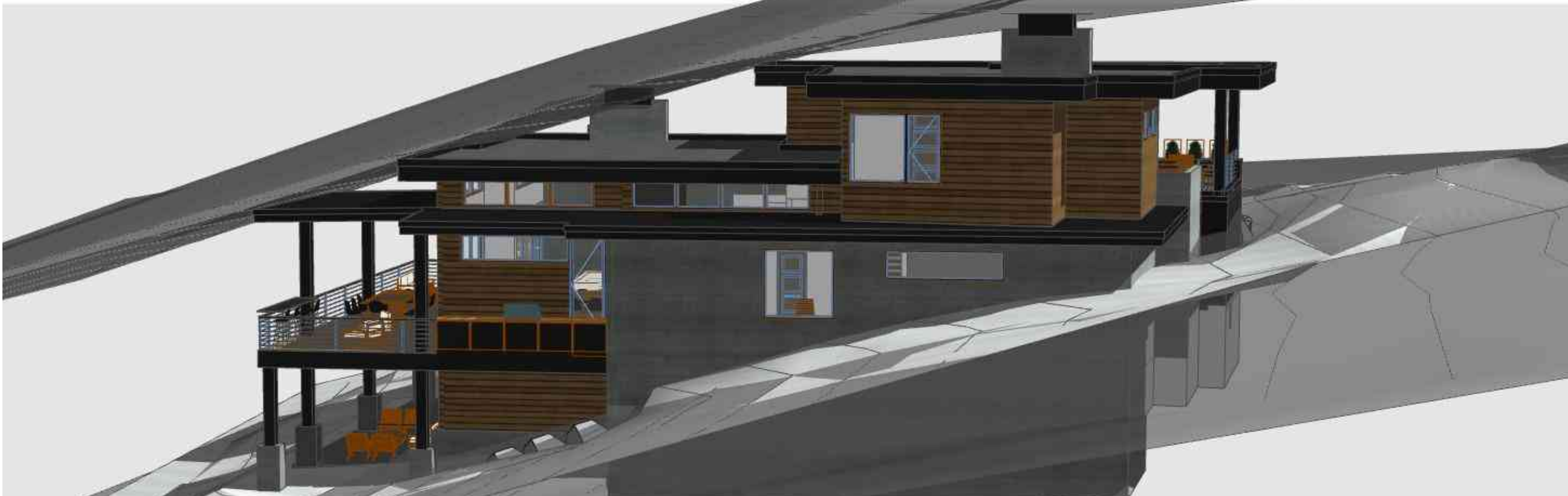
3D AERAIL VIEWS

DATE

A-204

SHEET 32

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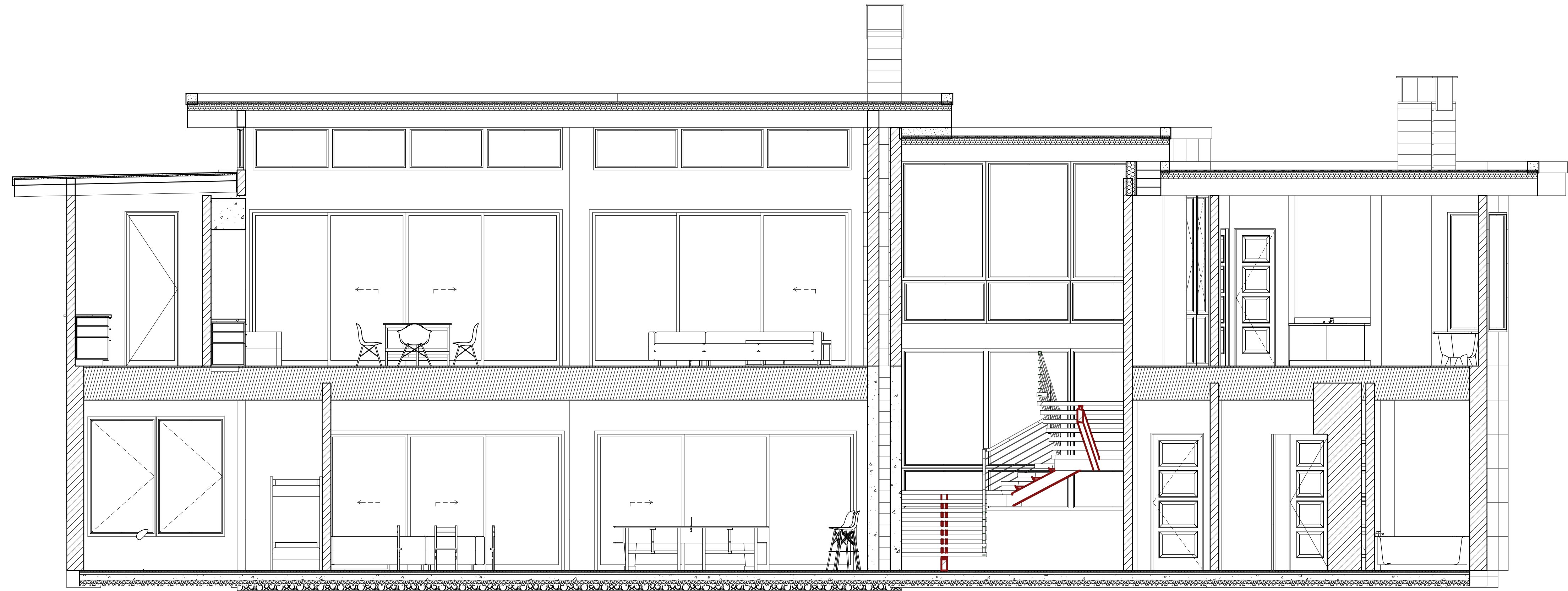
FOG STUDY

A-205

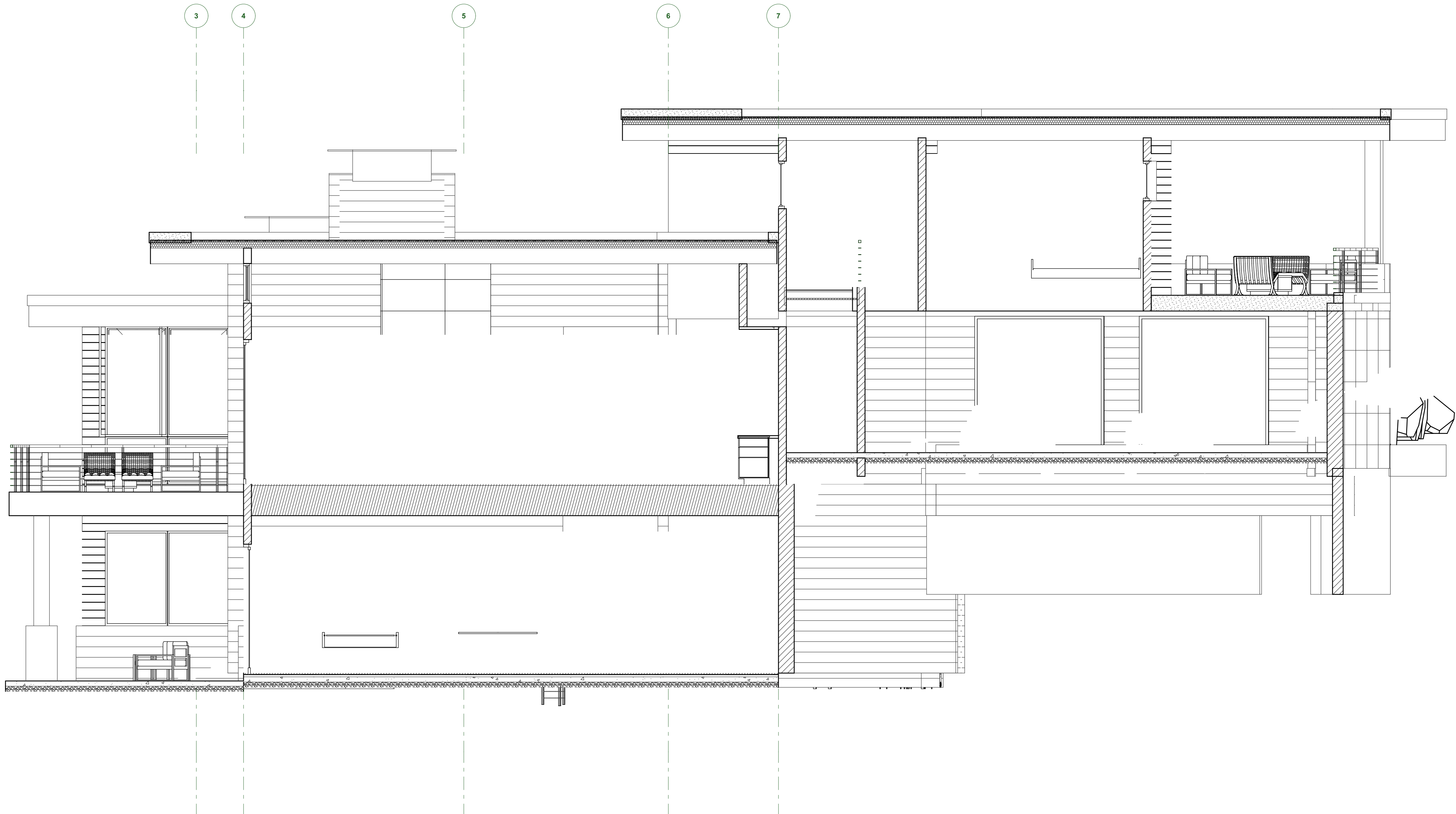
SHEET 33

OF 45

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2 Building Section E
SCALE: 1/4" = 1'-0"



1 Building Section B
SCALE: 1/4" = 1'-0"



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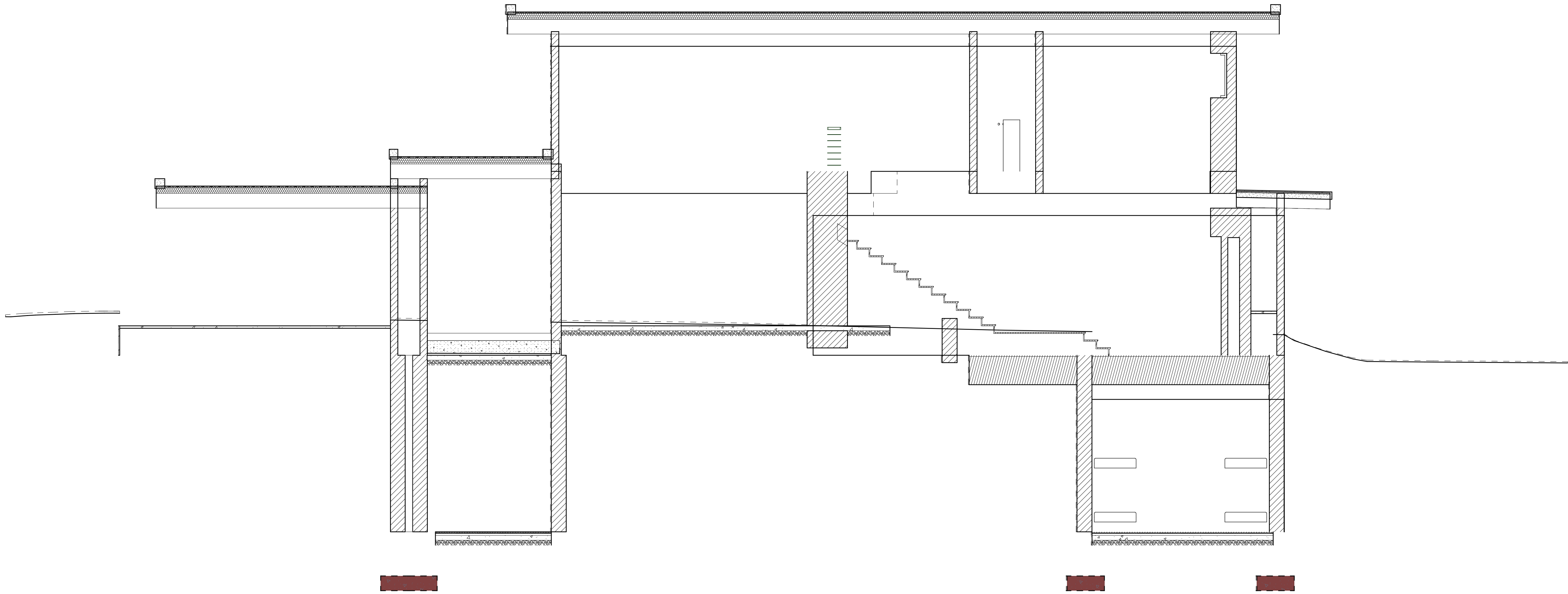
BUILDING SECTIONS

A-401

SHEET 34

OF 45

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1 Building Section C
A-402 SCALE: 1/4" = 1'-0"



2 Building Section D-0"



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MARK	DATE	DESCRIPTION
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SHEET TITLE

BUILDING SECTIONS

A-402

SHEET 35

OF 45



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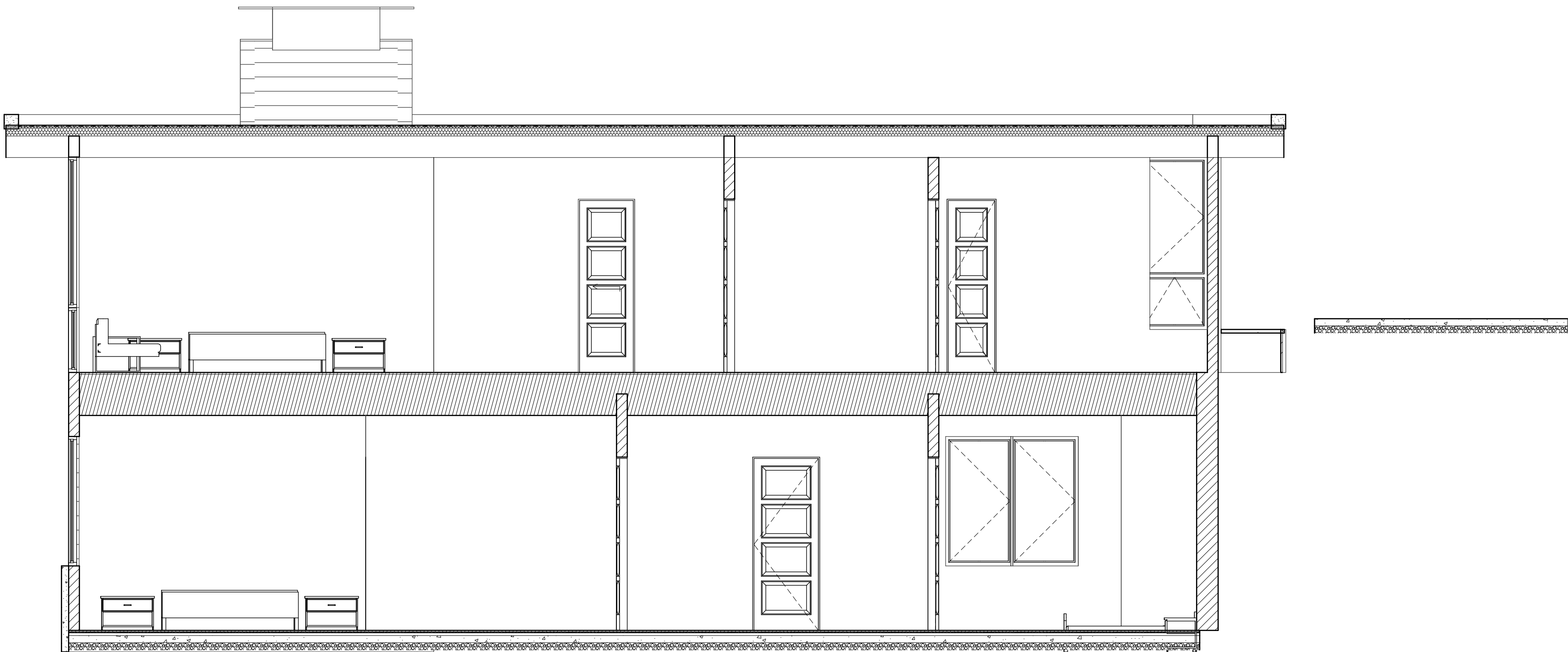
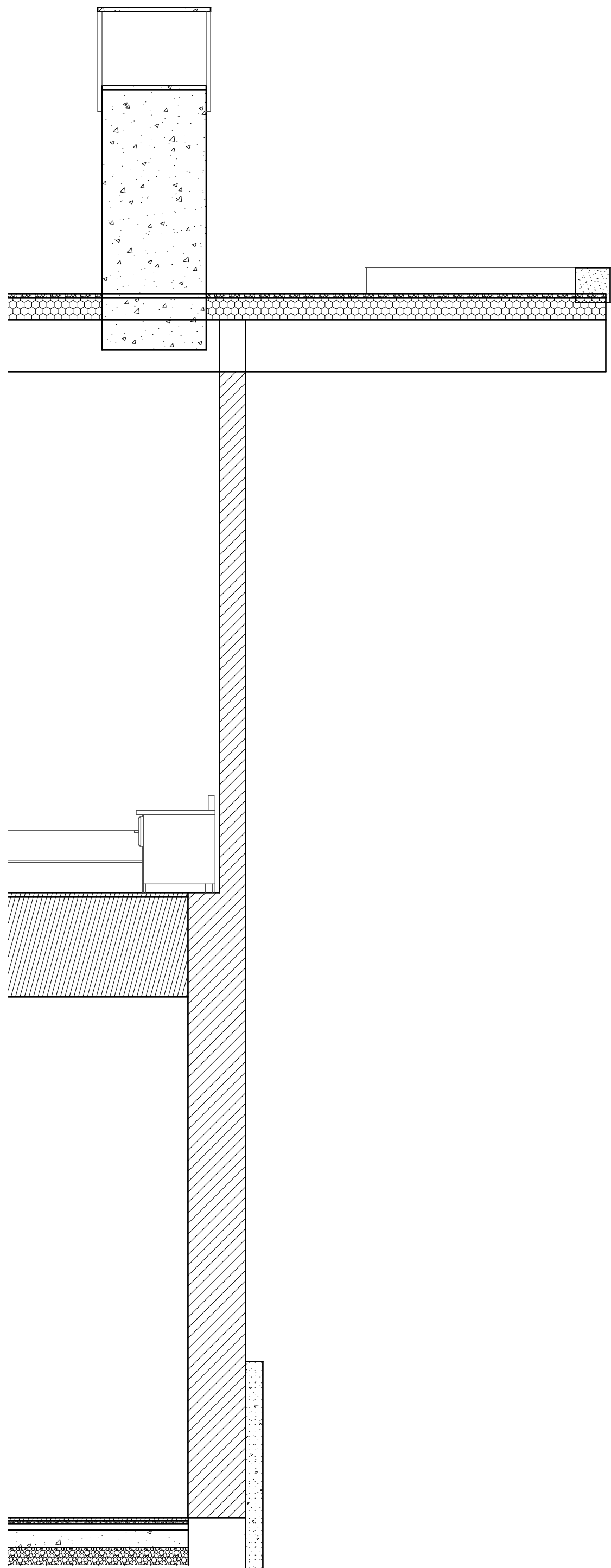
SHEET TITLE

WALL SECTIONS

A-403

SHEET 36

OF 43



2 Building Section A (1)
SCALE: 1/4" = 1'-0"

1 Wall Section 1 (1)
SCALE: 1/2" = 1'-0"

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[illegible]

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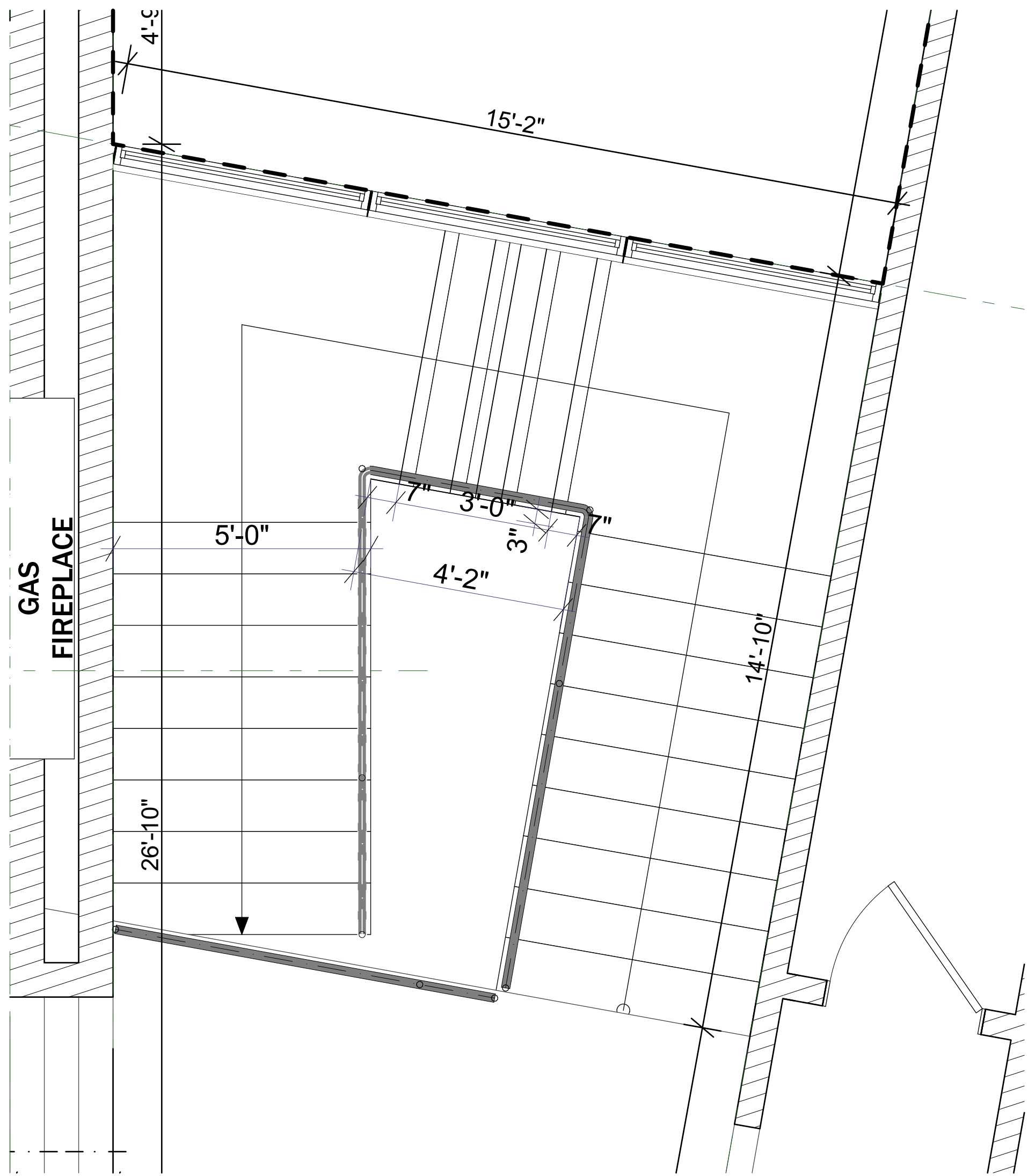
SHEET TITLE

DETAILS

A-501

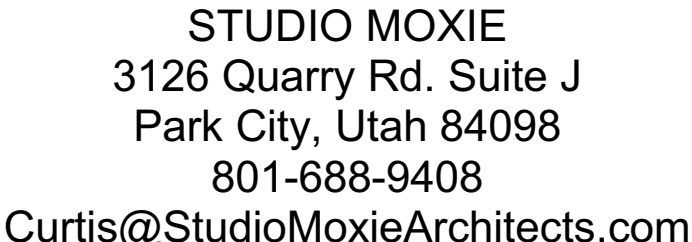
SHEET 37

OF 45



1 STAIR PLAN
A-501 SCALE: 1/2" = 1'-0"

DOOR NUMBER		ROOM NAME	DOOR LEAF				TYPE	DOOR SCHEDULE			HARD WARE SET	ACCESSORIES	RATINGS		REMARKS	
ROOM	ID		NOMINAL WIDTH	NOMINAL HEIGHT	LEAF THICKNESS	MATERIAL		HEAD DETAIL	JAMB DETAIL	SILL DETAIL			FIRE	STC		
	D-01		8'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-01		8'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-01	MAIN LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-02	MAIN LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-03	LOWER LEVEL	18'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-03	MAIN LEVEL	9'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-03	MAIN LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-04	MAIN LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-04	MAIN LEVEL	15'-0"	9'-0"	1 3/4"	Undefined								<Undefined		
	D-04	MAIN LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-05	MAIN LEVEL	3'-0"	9'-0"	1 3/4"	Undefined								<Undefined		
	D-05	MAIN LEVEL	3'-0"	9'-0"	1 3/4"	Undefined								<Undefined		
	D-06	LOWER LEVEL	15'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-06	MAIN LEVEL	4'-0"	9'-0"	1 3/4"	Undefined								<Undefined		
	D-07	MAIN LEVEL	2'-2"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-07	MAIN LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-08	MAIN LEVEL	2'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-08	MAIN LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-08	MAIN LEVEL	2'-6"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-08	MAIN LEVEL	2'-6"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-08	MAIN LEVEL	2'-6"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-09	LOWER LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-09	LOWER LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-09	LOWER LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-10	LOWER LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-10	MAIN LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-12	LOWER LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-12	UPPER LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-13	LOWER LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-14	LOWER LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-15	LOWER LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		
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	D-15	UPPER LEVEL	4'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-15	UPPER LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-15	UPPER LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-15	UPPER LEVEL	3'-0"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-16	LOWER LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-17	LOWER LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-19	LOWER LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-20	LOWER LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-21	LOWER LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		
	D-21	LOWER LEVEL	2'-4"	8'-0"	1 3/4"	Undefined								<Undefined		



Curtis@StudioMoxieArchitects.com

CONSULTANTS

MOONSHADOW
ESTATES

**MOONSHADOW
LOT G**

EMPIRE PASS
MOONSHADOW COURT
PARK CITY, UT 84060

SINGLE FAMILY HOME

CONTRACTORS SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL DIMENSIONS AND CONDITIONS ON THE JOB AND DESIGNER MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS OF THE DESIGN. CONTRACTORS SHALL HAVE DRAWINGS AND SPECIFICATIONS AND THE IDEAS, DESIGN AND ARRANGEMENTS REPRESENTED THEREBY ARE OR SHALL REMAIN THE PROPERTY STUDIO MOXIE. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OR BY ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN CONSENT OF STUDIO MOXIE. ANY PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF STUDIO MOXIE DESIGNS CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALIZED, EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION OF STUDIO MOXIE. VISUAL OR COPIED DIMENSIONS OF ANY PROJECT OR DRAWING SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

[illegible]

MARK	DATE	DESCRIPTION
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MODEL FILE:
2022 - 3 - 18 MOONSHADOW G_.plr

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STUDIO MOXIE

SHEET TITLE

Door & Window Schedules

A-601

SHEET 40

OF 45



STUDIO MOXIE
3126 Quarry Rd. Suite J
Park City, Utah 84098
801-688-9408
Curtis@StudioMoxieArchitects.com

CONSULTANTS

MOONSHADOW
ESTATES

**MOONSHADOW
LOT G**

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MOONSHADOW COURT
PARK CITY, UT 84060

SINGLE FAMILY HOME

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SHEET TITLE

Door & Window Details

A-602

SHEET 41

OF 45

[illegible][illegible]



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CONSULTANTS

MOONSHADOW
ESTATES

**MOONSHADOW
LOT G**

EMPIRE PASS
MOONSHADOW COURT
PARK CITY, UT 84060

SINGLE FAMILY HOME

CONTRACTORS SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL DIMENSIONS AND CONDITIONS ON THE JOB AND DESIGNER MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. THE ABOVE DRAWINGS AND SPECIFICATIONS AND THE IDEAS, DESIGN AND ARTWORK OF THE DESIGNER SHALL REMAIN THE PROPERTY STUDIO MOXIE. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OR BY ANY OTHER PERSON FOR ANY PURPOSE OTHER THAN FOR THE SPECIFIC PROJECT AND FOR WHICH THE DESIGNER HAS BEEN DEVELOPED WITHOUT THE WRITTEN CONSENT OF STUDIO MOXIE. DESIGNS CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALLY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION OF STUDIO MOXIE. VISUAL CONTENT OF THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONFIDENTIAL INFORMATION AND BE SUBJECT TO THESE RESTRICTIONS. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.

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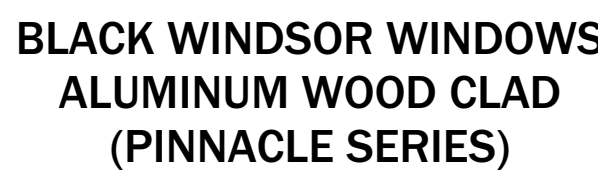
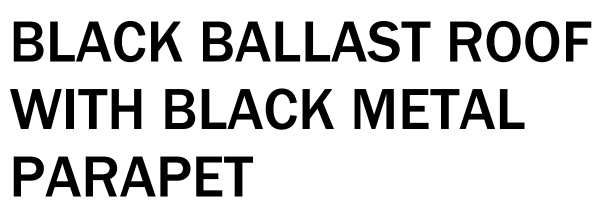
SHEET TITLE

EXTERIOR FINISHES

A-701

SHEET 42

DF 45



EMPIRE PASS
DESIGN REVIEW BOARD

May 19, 2022

Mr. Curtis Sorenson
Studio Moxie
3126 Quarry Road, Suite J
Park City, UT 84098

RE: Moonshadow Unit G
DRB Final Review Approval

Dear Mr. Sorenson,

Thank you for your application regarding Moonshadow Unit G, to the Empire Pass Design Review Board (the DRB) requesting Final Design Approval. On May 18, 2022, the DRB reviewed the plans dated May 4, 2022 and granted Final approval with the following conditions:

1. Final review is based off plans dated May 4, 2022.
2. The proposed board form concrete exterior material and gauge of the metal wall material were approved.
3. The LOD and grading into the ROS does not exceed 20 feet.
4. The DRB asked the landscape plan show all revegetation areas and more landscaping to be added. The DRB reserves the right to request additional plantings to any approved landscape plan.
5. The applicant added support details where the steel columns hit the patio.
6. The lot is comprised of .56 acres as shown on the lot diagram.
7. Cut: 1,159 cy and Fill: 254 cy
8. The utility locations and trenching to the house are shown on the grading plan.
9. The front and side setbacks are shown.
10. The applicant has shown the roof overhang depths of at least 3'.
11. The roof is flat and a fog study showing the 28 foot height restrictions appears compliant.
12. There are 3 chimneys and the applicant to verify there will be no exposed roof penetrations.
13. Maximum square footage restriction is 7,750 and square footage for Lot G is 7,743.
14. The driveway slope maximum is 5%.
15. There is no stone on this home. There is metal, wood siding and board form concrete.
16. It does not appear any windows exceed 50 square feet in size.
17. Exterior metal siding does not exceed 15% of the wall surface.
18. Applicant to provide an electrical plan and lighting cut sheets for the next submittal. All exterior lighting should be kept to a minimum. Architectural interest lighting is not permitted.
19. All exterior lighting should be kept to a minimum and dark sky compliant.
20. Resolve all drainage issues, verify utility stub locations with engineer of record prior to start of construction.
21. Applicant understands that no faux or manufactured materials may be used as finished exterior product, this would include glue-lam beams, faux stone, bare concrete, vinyl siding, etc.
22. Applicant understands that the home is subject to City approvals beyond any approval of the DRB.

EMPIRE PASS
DESIGN REVIEW BOARD

23. Applicant to submit 2 separate Improvement Location Certificates (ILC) prepared by a licensed surveyor to confirm the height and location of the foundation and that the ridge heights are consistent with the DRB approval.
24. In order to maintain the integrity of the Guidelines and encourage the continuity of a cohesive design aesthetic at Empire Pass, this Final approval will expire one year from the date of ARC approval if no construction activity has occurred or progressed. Applicant will be required to return to the ARC for a renewed approval of Final plans.
25. Applicant to email the stamped PCMC full set of plans prior to scheduling a pre-construction meeting.
26. Upon DRB approval of the Working Drawing submittal and prior to start of construction activity, the applicant shall submit a compliance deposit and schedule a pre-construction conference as outlined in Section 6.0 of the Guidelines. Failure to do so will result in immediate fines.
27. Applicant understands after final DRB plan review that any exterior changes to the final approved plans require DRB approval. If deviations to approved plans are built, please be advised the DRB may request any changes be re-done to reflect the approved plans at the owners expense.
28. Applicant understands that once construction commences, the DRB expects construction progress to remain steady and contractor must notify the DRB of any stops in construction and timeframe for when construction will resume. Failure to keep a steady building momentum may result in fines against the compliance deposit.

Again, we thank you for your Final Design submittal and look forward to working with you and your team as the process continues. Feel free to contact our office at 435-333-3700 with any questions for further assistance regarding the Design Review process.

Respectfully,

Trish Waterman

Trish Waterman
Empire Pass MOA Director
On behalf of the Empire Pass Design Review Board

VICINITY MAP



MOON SHADOW LOT 1 VILLAGE AT EMPIRE PASS NORTH SUBDIVISION PRIVATE ROAD AND PUBLIC UTILITY DESIGN

SHEET INDEX

0. COVER SHEET
1. EXISTING CONDITIONS
2. OVERALL GRADING AND UTILITY PLAN
3. ROAD PLAN AND PROFILE 0+00 TO 6+85
4. SLOPE MAP
5. UNIT A-D SECTIONS
6. UNIT E-H SECTIONS
7. CMP & SWPPP
8. DETAILS

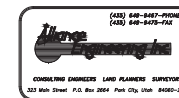
PREPARED FOR

STORIED DEER VALLEY, LLC.
9785 N TUHAYE PARK DR.
KAMAS, UT 84036

GENERAL NOTES

- G-1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:
- A. Park City Design Standards, Construction Specifications, and Standard Drawings, Latest Edition.
 - B. Snyderville Basin Water Reclamation District (S.B.W.R.D.) Development Procedures, Design Standards and Construction Specifications, February 22, 2016 or latest edition.
 - C. Manual of Uniform Traffic Control Devices 2009 Edition with 2012 revisions.
 - D. UDOT Standard Specifications for Road and Bridge Construction, latest edition. (for improvements in the UDOT right of way)
 - E. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.
 - F. Approved construction plans and details.
 - G. Approved Traffic Control Plan.
 - H. Storm Water Pollution Prevention Plan. (SWPPP)
- G-2 Contractor/Bidder shall obtain a copy of the specifications, at his cost. Copies of the specifications shall be kept at the job site by the contractor and be available for the contractor, subcontractor, owner or his agent, design engineer, city engineer, S.B.W.R.D. engineer, P.C.M.C. engineer, and their designated representatives and inspectors.
- G-3 The Contractor shall be responsible for ground and surface water control during construction. This requirement shall include, but not be limited to the installation of utilities, manholes, vaults, catch basins, earthwork operations, and road construction.
- G-4 The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Builts" shall be tied to easily defined monuments and/or surface improvements or as required by accuracy for the as-built conditions. The as-built information shall be given to the owner and be incorporated in the final "As Built" drawings. Special as-built requirements for HDPE sewer mains are required per as outlined on the drawings.
- G-5 Prior to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines conflict in location with new construction, the contractor shall notify the engineer in order to resolve the conflict.
- G-6 The contractor shall have a qualified representative to handle grade determination, drainage flow, and connections to existing features using proper grade setting techniques such as, but not limited to, string line, rod and level, GPS, or Surveying.
- G-7 All work performed shall be guaranteed by the contractor and/or his surety against all defects in materials and workmanship of whatever nature for a period of one (1) year from the date of final acceptance of the work by the project owner.
- G-8 The contractor shall be responsible for the installation and maintenance of adequate signs, traffic devices, and warning devices to inform and protect the public during all phases of construction. The contractor shall submit to the Owner and Design Engineer for approval.
- G-9 Compaction testing shall be an integral part of the project. Compaction testing shall include, but shall not be limited to earthwork, trench back-fill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.

CIVIL ENGINEER



OVERALL GRADING PLAN

The plan shows eight units (A-H) surrounding a central area containing Marsac Avenue. Key features include:

- UNIT E:** PROPOSED RE-PLAT OF LOT 1 VILLAGE AT EMPIRE PASS NORTH SUBDIVISION (TYP.). 4000 SQ. FT. RESIDENTIAL BUILDING FOOTPRINT 50'x80' (TYP.).
- UNIT D:** 30FT WIDE PRIVATE RIGHT OF WAY.
- UNIT C:** TEMPORARY CONSTRUCTION ACCESS FOR GRADING OPERATIONS. LANDSCAPE BERM TO BE RE-INSTALLED AND AREA TO BE USED AS TEMPORARY CONSTRUCTION ACCESS DURING ROAD AND UTILITY CONSTRUCTION. TEMPORARY ACCESS GRAVEL DRIVEWAY C/L.
- UNIT B:** 2:1 GRADING (TYP.).
- UNIT A:** 2:1 GRADING (TYP.).
- UNIT G:** 60' (TYP.).
- UNIT F:** 2:1 GRADING (TYP.).
- UNIT H:** BUILDING DRIVEWAY (TYP.) 77x50' MAXIMUM GROSS FLOOR AREA.
- Marsac Avenue:** 60' (TYP.), 2:1 GRADING (TYP.).
- Grading Details:** 2:1 GRADING (TYP.), 30FT WIDE ASPHALT ROAD AND 96FT WIDE ASPHALT CUL-DE-SAC WITH 24" CONCRETE ROLL GUTTER AND 3FT WIDE LBS SHOULDERS.
- Other Notes:** MAINTAIN AND IMPROVE EXISTING LANDSCAPE BERM BETWEEN MARSAC AVENUE AND PROPOSED PRIVATE ROAD. SITE BENCHMARK: SEWRD MANHOLE 2+1=21+154 SANITARY SEWER MANHOLE ELEV.=8032.3'. INSTALL NEW DRIVEWAY ACCESS PER UDOT CONDITIONAL ACCESS PERMIT #80145 CONSTRUCTION PLANS.

TYPICAL PRIVATE ROAD RIGHT OF WAY SECTION (NOT TO SCALE)

This cross-section shows a 30' right of way with 2:1 grading on both sides. It includes a concrete roll gutter, a shoulder, and a 6" HMA UDOT approved mix design base course over a 12" granular subgrade.

SR-224 (MARSAC AVE.) UDOT ROW SECTION ALL MATERIALS TO MEET UDOT ROAD SPECIFICATION (NOT TO SCALE)

This cross-section shows a 50' right of way with 2:1 grading on both sides. It includes a concrete roll gutter, a shoulder, and a 6" HMA UDOT approved mix design base course over a 12" granular subgrade.

NOTES:

- INSTALL ROAD INTERSECTIONS AND NEW STORM DRAIN INLETS IN MARSAC AVENUE PER UDOT CONDITIONAL ACCESS PERMIT #80145 APPROVED CONSTRUCTION PLANS
- INSTALL 30FT WIDE PRIVATE ROAD WITH 30FT WIDE 6" ASPHALT AND 6" MIN. UNTREATED BASE COURSE. INSTALL 24" CONCRETE ROLL GUTTERS WITH 5" UNTREATED BASE COURSE. INSTALL 96" CUL-DE-SAC PROVIDE 3FT UNTREATED BASE COURSE SHOULDERS ALONG ROAD AND CUL-DE-SAC. TOTAL LENGTH=696FT SLOPE=5.0% (1737' FROM MARSAC AVENUE) AND SLOPE=2.0% (4647' TO END OF CUL-DE-SAC) FROM LOW POINT OF ROAD.
- PROPOSED 30FT WIDE RIGHT OF WAY AND EIGHT CONDOMINIUM UNITS WITH H.O.A. CONDOMINIUM PLAT TO BE PREPARED WITH EACH UNIT AND BUILT PER EMPIRE PASS DESIGN GUIDELINES.
- PRIVATE ROAD PRELIMINARY EARTHWORK ESTIMATE: CUT = 4,832 BCY
FILL = 2,578 BCY
NET = 2,254 BCY

OVERALL UTILITY PLAN

OVERALL UTILITY PLAN

UNIT E

PROPOSED RE-PLAT OF LOT 1 VILLAGE AT EMPIRE PASS NORTH SUBDIVISION (TYP.)

4000 SQ. FT. RESIDENTIAL BUILDING FOOTPRINT 50'x80' (TYP.)

REMOVE NON-ACTIVE OVERHEAD POWER LINE AND POLES (OVERHEAD POWERLINE NOT IN SERVICE CONFORM WITH 2002)

FIRE HYDRANT (TYP.)

WATER METER (TYP.)

GATE VALVE (TYP.)

STORM DRAIN CATCH BASIN (TYP.)

30FT WIDE PRIVATE RIGHT OF WAY

SEWER LATERAL (TYP.)

UNIT D

UNIT C

UNIT B

UNIT A

UNIT H

BUILDING ENVELOPE (TYP.) 7500 SQ. FT. GROSS FLOOR AREA

80.0' (TYP.)

SEWER MANHOLE (TYP.)

10FT WIDE PUBLIC SHOW STORAGE EXEMPT & NON-EXCLUSIVE PUBLIC UTILITY EXEMPT

20FT WIDE UTILITY EXEMPT

CONNECT WATER MAINLINE TO EXISTING 48" DIAM. WATER MAIN

SITE BENCHMARK: SEMIOP MH# 2-4-21-104 SANITARY SEWER MANHOLE ELEV.=8032.3'

10FT WIDE PUBLIC SHOW STORAGE EXEMPT & NON-EXCLUSIVE PUBLIC UTILITY EXEMPT

20FT WIDE UTILITY EXEMPT

CONNECT WATER MAINLINE TO EXISTING 48" DIAM. WATER MAIN

STOP SIGN (TYP.)

EXPOSE EXISTING SD INSTALL SD

SEWER LATERAL (TYP.)

EXPOSE EXISTING SS MAIN INSTALL SSMB

10FT WIDE PUBLIC SHOW STORAGE EXEMPT & NON-EXCLUSIVE PUBLIC UTILITY EXEMPT

STORM DRAIN CATCH BASIN (TYP.)

LEGEND

- NEW STOP SIGN
- NEW WATER METER
- NEW GATE VALVE
- NEW FIRE HYDRANT
- NEW SANITARY SEWER MANHOLE
- NEW STORM DRAIN CATCH BASIN
- SD NEW STORM DRAIN
- SS NEW 8" PVC SANITARY SEWER
- EW NEW 4" OF CLDIO WATER
- ESS EXISTING SEWER
- EW EXISTING WATER
- ESD EXISTING STORM DRAIN
- EQW EXISTING OVERHEAD POWER
- EG EXISTING GAS
- ET EXISTING TELECOM
- EP EXISTING POWER
- ESS EXISTING SANITARY SEWER MANHOLE
- ESD EXISTING STORM DRAIN GRATES
- EE EXISTING ELECTRICAL BOXES
- EH EXISTING FIRE HYDRANT
- EWV EXISTING WATER VALVE
- SB SITE BENCHMARK

Recreational Open Space (ROS) Zoning and Limited Common Area

Landscape Buffer and Common Area

50' 0 50' 100'

STAFF: MICHAEL DEMKOWICZ JUAN CARRASCO STEVE MILLER

OVERALL GRADING AND UTILITY PLAN
LOT 1 VILLAGE AT EMPIRE PASS
NORTH SUBDIVISION

FOR: STORIED DEER VALLEY
JOB NO.: 15-2-18
FILE: X:\Empire\dwg\Storied Developmen\Moonshadow Site plan.dwg

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

DATE: 8/21/18

SHEET 2 OF 8

SLOPE MAP

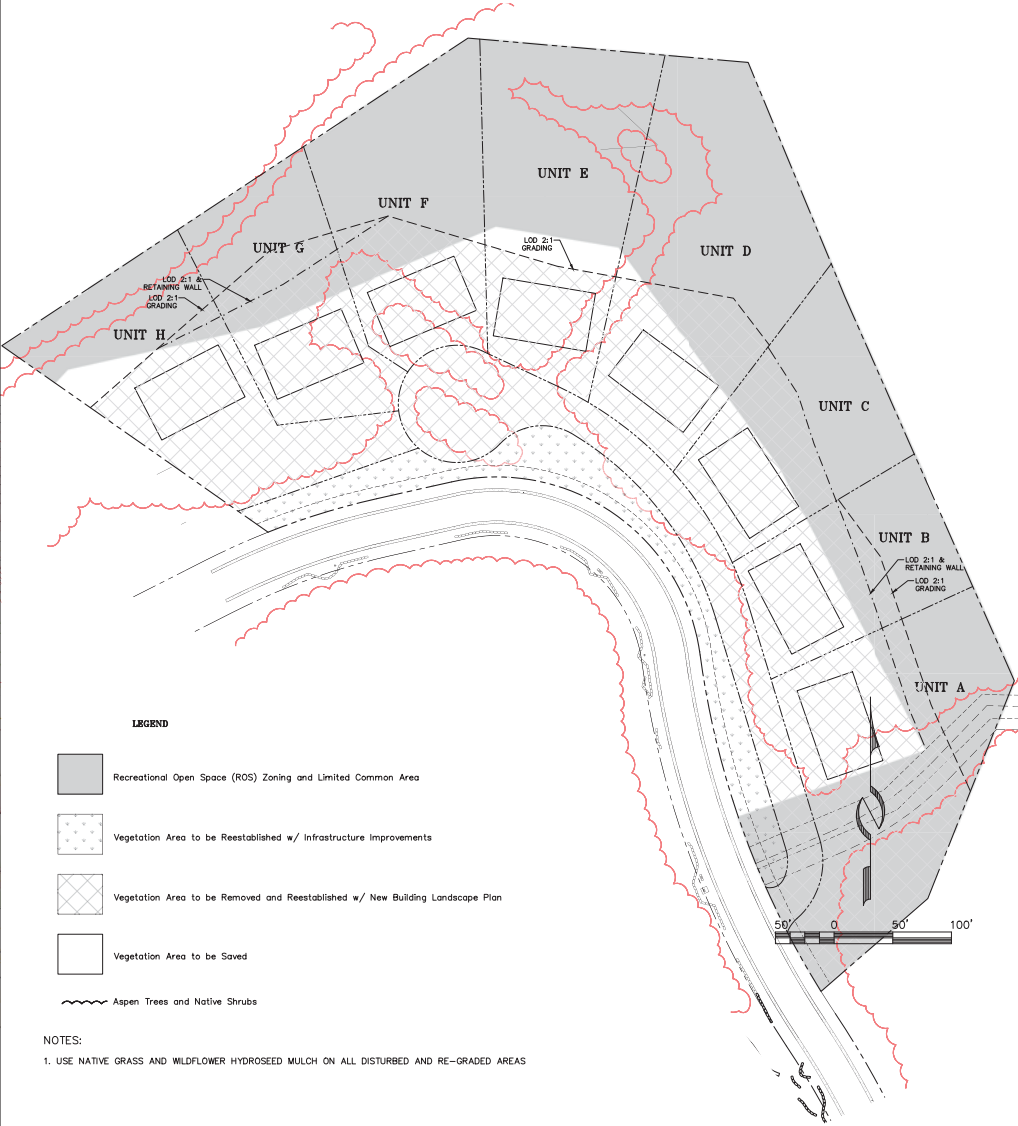


Slopes Table

Number	Minimum Slope	Maximum Slope	Area (SQ FT)	Color
1	0.00%	15.00%	490131	Green
2	15.00%	30.00%	541110	Yellow
3	30.00%	40.00%	272107	Orange
4	40.00%	100.00%	1021072	Red

- NOTES:
1. ROAD AND BUILDING DEVELOPMENT WILL NOT OCCUR ON SLOPES GREATER THAN 40%.
 2. UNIT "C" BUILDING DEVELOPMENT MAY REQUIRE A VARIANCE OF LESS THAN 50 FEET FROM VERY STEEP SLOPES TO IMPROVE THE ORGANIZATION OF UNITS AND WILL NOT AFFECT THE EXISTING RIDGELINE OR CREATE EXCESSIVE CUT AND FILL SLOPES.
 3. ROAD IMPROVEMENTS WITHIN 30% SLOPES ARE APPROXIMATELY 50 FEET IN LENGTH AND DO NOT EXCEED 100 FEET.
 4. MAJORITY OF SLOPES GREATER THAN 30% WILL REMAIN AS OPEN SPACE. MINOR DEVELOPMENT TO OCCUR ON SLOPES BETWEEN 30% AND 40%.
 5. SLOPE SQUARE FOOTAGE SHOWN IS FOR AREAS WITHIN THE PROJECT BOUNDARY.

VEGETATION MAP



- NOTES:
1. USE NATIVE GRASS AND WILDFLOWER HYDROSEED MULCH ON ALL DISTURBED AND RE-GRADED AREAS

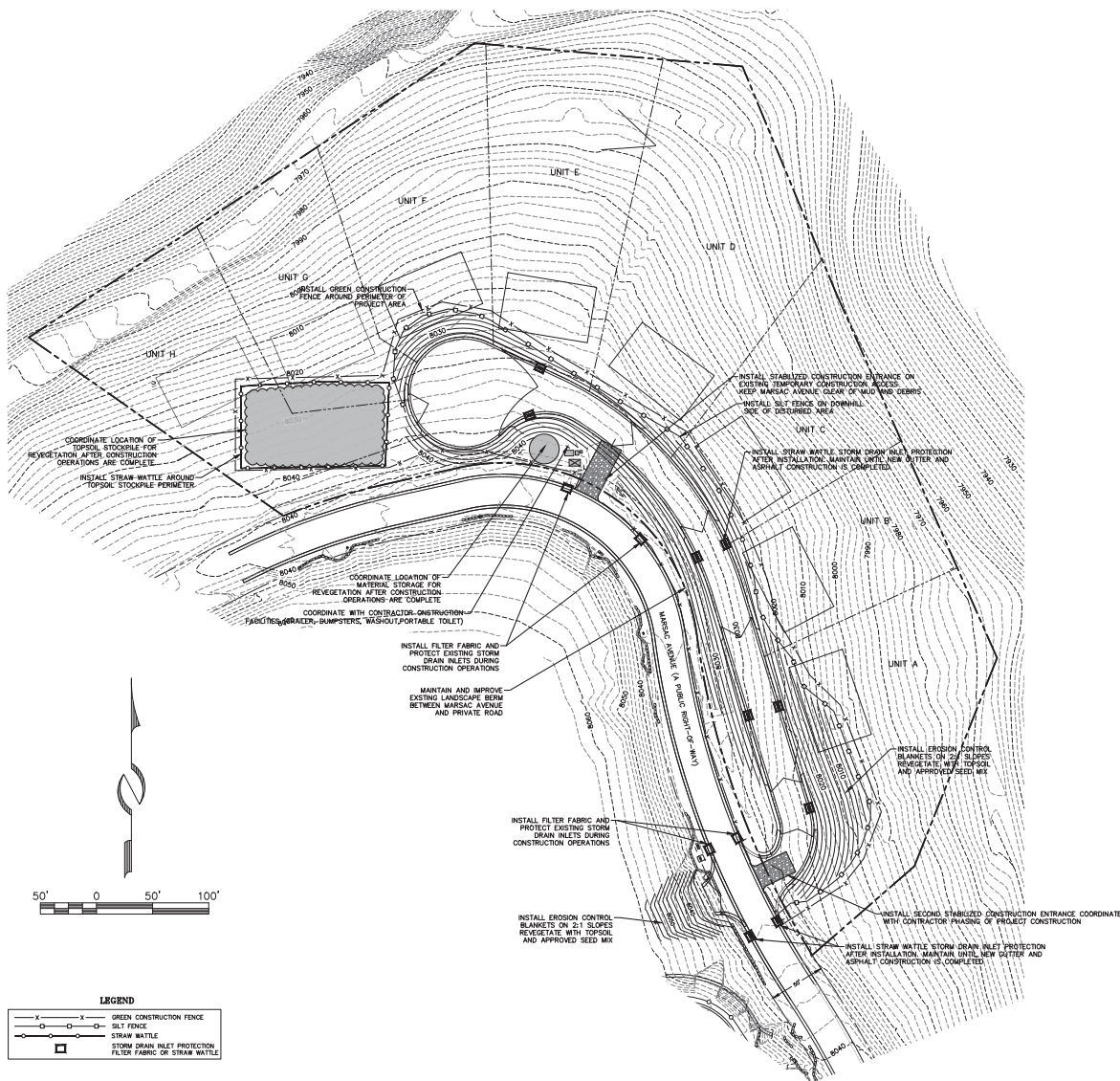


STAFF:
MICHAEL DEMKOWICZ
JUAN CARRASCO
STEVE MILLER

DATE: 8/21/18

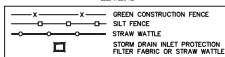
SLOPE & VEGETATION MAP
LOT 1 VILLAGE AT EMPIRE PASS
NORTH SUBDIVISION
FOR: STORIED DEER VALLEY
JOB NO.: 15-2-18
FILE: X:\empire\dear\env\env\2018\150218-VEPM L1 Moonshadow 2018\150218 editing conditions.dwg

SHEET
4
OF
8



50' 0 50' 100'

LEGEND



CMP NOTES:

1. CONSTRUCTION PARKING/TRAFFIC MAY NOT BLOCK THE STREET WITHOUT A PERMIT (AVAILABLE FROM THE ENGINEERING DIVISION)
2. MUD TRACKED OUT ONTO THE STREET MUST BE CLEANED PRIOR TO THE END OF THE WORK DAY
3. THE CONSTRUCTION SITE MUST BE MAINTAINED IN A NEAT MANNER. TRASH AND OTHER DEBRIS MAY NOT ACCUMULATE OUTSIDE THE DUMPSTER.
4. ROADSIDE PARKING IS NOT ALLOWED ON MARSAC AVENUE

EROSION CONTROL NOTES:

1. INSTALL EROSION CONTROL BLANKETS ON ALL SLOPES STEEPER THAN 2:1.
2. STRIP EXISTING TOPSOIL & STOCKPILE FOR RE-VEGETATION.
3. INSTALL 4" TOPSOIL (EXISTING OR NEW), NATIVE GRASS SEED & WILDFLOWER MIX ON ALL DISTURBED AREAS.
4. TOTAL AREA OF DISTURBANCE = 1.15 ACRES

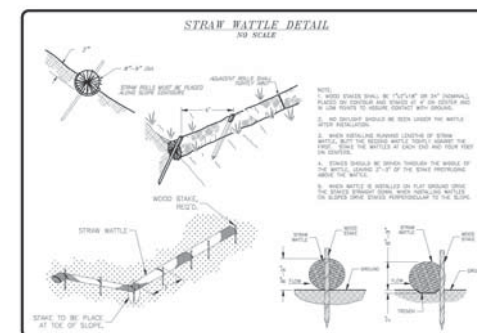
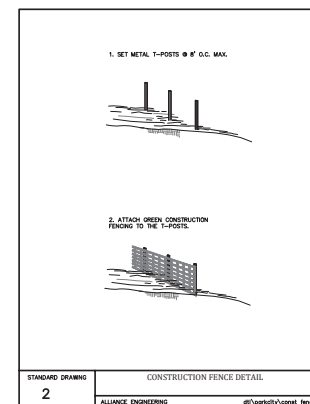
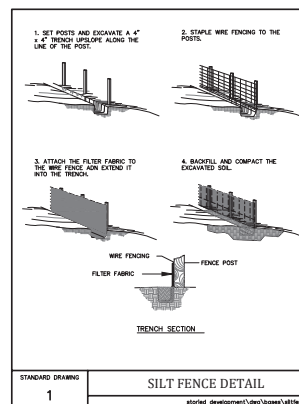
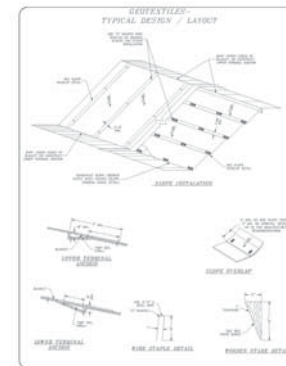


INSTALLATION

1. Install at any point of ingress or egress at a construction site where adjacent travel way is paved.
2. Clear and grab area and grade to provide slope shown for driveway, or access/intersection. If adjacent to waterway, use a maximum slope of 2%.
3. Compact subgrade and place filter fabric if required.
4. Place coarse aggregate, 1 to 2 1/2 inches size, to a minimum depth of 6 inches for commercial projects, and 4 inches for residential projects.

MAINTENANCE

1. Inspect daily for loss of gravel or sediment buildup.
2. Inspect adjacent roadway for sediment deposit and clean by sweeping or blowing.
3. Repair damage and replace gravel as required to maintain current or good working condition.
4. Expand installed area as required to accommodate traffic, and off-street parking and prevent erosion at driveway.



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 2664 Park City, Utah 84060-2664	(435) 640-9467 STAFF: MICHAEL DEMKOWICZ JUAN CARRASCO STEVE MILLER	CMP & SWPPP LOT 1 VILLAGE AT EMPIRE PASS NORTH SUBDIVISION FOR: STORIED DEER VALLEY JOB NO.: 15-2-18 FILE: X:\Empire\dwg\Storiad Development\CMP SWPPP.dwg	SHEET 7 OF 8



SNYDERVILLE BASIN

WATER RECLAMATION DISTRICT

2800 HOMESTEAD RD, PARK CITY, UT 84098

WWW.SBWRD.ORG

T 435-649-7993

F 435-649-8040

August 22, 2018

Mr. Rich Wagner
Storied Deer Valley LLC
P.O. Box 4349
Park City, UT 84060

RE: Moonshadow
Line Extension Agreement Acceptance

Dear Mr. Wagner,

The Line Extension Agreement (LEA) for the above referenced project was accepted by the Snyderville Basin Water Reclamation District (SBWRD) Board of Trustees at their August 20, 2018 meeting. A copy of the LEA is enclosed. With this acceptance you may now submit design drawings to SBWRD for review.

Please contact Kevin Berkley with any questions.

Sincerely,

Bryan D. Atwood, P.E.
District Engineer

Enclosure

cc: Michael Demkowicz, Alliance Engineering
Project File



CONSULTING ENGINEERS

LAND PLANNERS

SURVEYORS

September 5, 2018

Ms. Kirsten A. Whetstone, MS, AICP
Senior Planner
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

RE: Moonshadow Condominium Plat and Infrastructure Improvement Construction Plans

Dear Ms. Whetstone:

The purpose of this letter is to supplement the Moonshadow condominium plat application to address the infrastructure improvements that are necessary to provide access and utility service to the new residential units as well as address any exceptions to the Residential Development (RD) and Sensitive Land Overlay (SLO) Zoning Regulations that require Planning Commission approval and affects the design of the residence.

The Moonshadow condominium project will create eight new unit locations within Lot 1, Village at Empire Pass North Subdivision, consistent with the Flagstaff MPD and other projects within Empire Pass, such as Belles and Nakoma. The current Moonshadow condominium plat will establish the private area limits for the design of eight new residential units and will establish exceptions from a few specific zoning regulation items based on the existing site restrictions. The new house designs will require an amended condominium plat for each unit and will define the built interior spaces that are privately owned as well as the limited common and common areas, which will be owned and managed by the Home Owner's Association.

In addition to the condominium plat, a set of Moonshadow Construction Plans have been produced for the necessary infrastructure, including road and utilities, to access and service the future development.

A new private road with public utilities will be required to provide access and services to the new residences. A conditional access permit and encroachment permit have been gained by the Utah Department of Transportation to allow the construction of a single private road access to Moonshadow from SR-224 (Marsac Avenue) roadway. A private 26ft wide asphalt road and a 96ft diameter asphalt cul-de-sac with 24" roll gutters will be constructed per Park City Fire Department requirements. The construction plans provide the necessary information, including grading to build the new roadway and connect to the public road.



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During the development of Empire Pass and the construction of SR-224 (Marsac Avenue) in 2002, utility mainlines were installed within the roadway. In addition to the main lines within the roadway, 8" water stubs were installed outside of the roadway to service the future development site. The Moonshadow project will use both 8" water stubs and provide a new 8" waterline loop through the development and add two new fire hydrants and four new dual water meter services for the eight new units. The main utility corridor that provides offsite connections for the Empire Pass development is located on the south end of the Moonshadow project and includes Sewer, Storm Drain, Power, Telecommunications and Gas. The Moonshadow project will install a new 8" sewer mainline with manholes and connect to the existing sewer mainline in the utility corridor as well as new storm drain inlet boxes and piping that will connect to the existing storm drain mainline in the utility corridor. A large detention basin was constructed in the early 2000's to detain the Empire Pass development. The detention basin is located within Empire Canyon, south of the water tank, accessible from Daly Avenue. A significant piping system conveys the storm water runoff from Empire Pass to the detention basin and the Moonshadow project will connect to this existing system. The size of the existing detention basin was designed to include the future Moonshadow project. A Line Extension Agreement application with S.B.W.R.D. is currently being pursued, having gained board approval and currently the construction plans are being reviewed.

The construction plans provide information relating to both SLO and RD Zoning regulations. A slope map has been produced to address the sensitive land analysis and identifies areas with terrain slopes of 15%-30%, greater than 30% to 40%, and very steep slopes greater 40%. The private road is located within slopes of 15%-30% and will generally follow a consistent contour elevation and will be graded to minimize disturbance and environmental impacts. Only a small portion of roadway, approximately 50 feet, crosses a slope greater than 30% to 40% and does not exceed 100 feet. The majority of the new residential development will occur in areas with slopes between 15% and 40% and is only a fraction of the overall parcel area. More than 75% of the parcel boundary will be left as open space which includes landscape areas outside of the new residences. There is no development proposed in areas with slopes greater than 40%. There are two to three proposed units that will require an exception to development within 50ft of very steep slopes. Unit C and H conceptual building envelopes, as shown on the construction plans, will not allow for a buffer of 50 feet from the very steep slopes and will require an exception. Unit B may also require the exception. It is requested that all units within the Moonshadow development be allowed to build within 10 feet of areas 40% or steeper. By varying the setback, the units will not intrude into the ridgeline and will not create excessive cut or fills. Varying the setback will help with the overall spacing of the units within the development.



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The Moonshadow development is positioned on the north side of Marsac Avenue and is the most northern area and has the lowest elevation of the entire Empire Pass development. Deer Valley Ski Resort is south and above of Empire Pass. The new residences will not exceed ridgeline view corridors due to Deer Valley Resort vicinity. The construction plans show conceptual building envelopes and provides section views of the relationship between the proposed road, future residence and existing terrain, while also establishing conceptual finish floor elevations. The final design of the eight new residences will be done by an Architect and will vary from the concepts in the construction plans within the regulations of the Land Management Code. The purpose of the conceptual building envelopes and sections is to confirm that the locations of the units are compatible with the site and will meet the height restriction of 28 and 33 feet from existing grade in the RD Zone. In general the conceptual building envelopes and proposed finish floor elevations match the site but require fill material and 2:1 graded slopes below the building. The grading will extend into the Recreational Open Space. The graded slopes will be required to be revegetated and would remain as open space after the development. As an alternative a third level could be created to better match the existing terrain. Overall there is limited space for some of the residential units due to the location of the new private road; its relationship to Marsac Avenue and maintaining separation with a landscape berm. An exception to Front Yard setback to building and garages is requested to allow the units to be built as close to the private road as possible. Currently the RD Zone requires a minimum of 25 feet of setback to the garage and 20 feet of setback to the front face of the building. It is requested that the garage have an exception of 20 feet setback and the house has an exception of 15 feet setback to the front face of the building. An exception to the front yard setback would assist with access issues, preserve more existing vegetation and minimize the disturbance to the open space within Moonshadow.

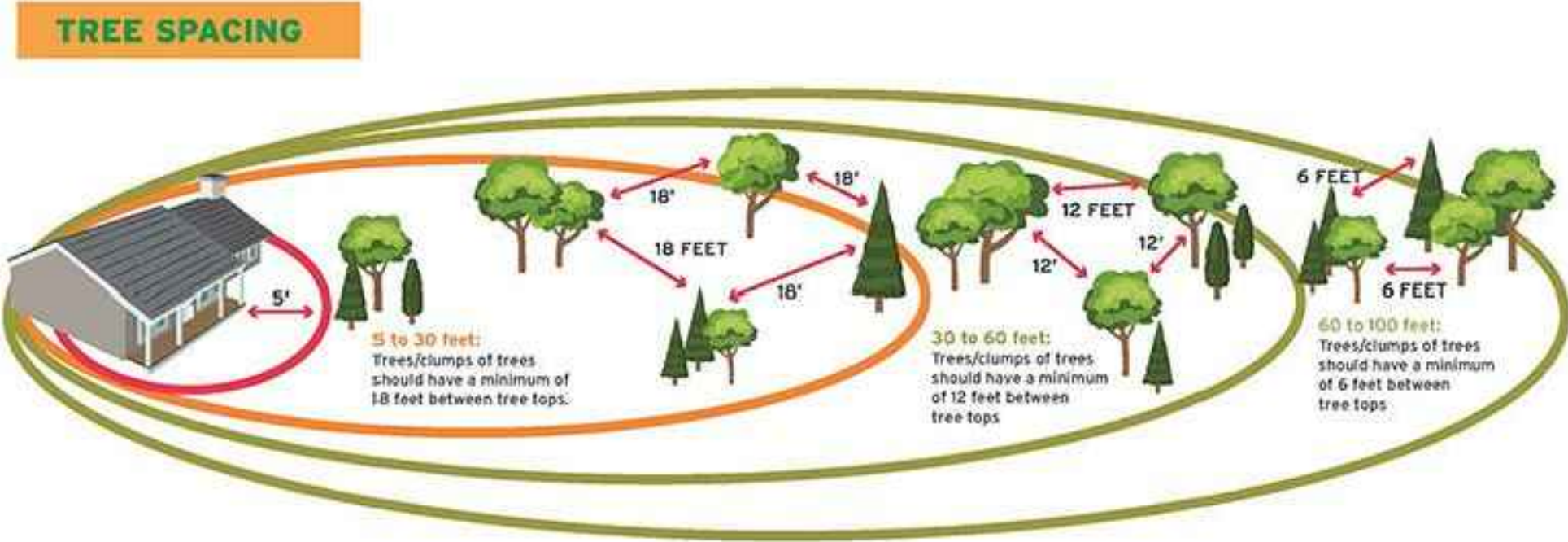
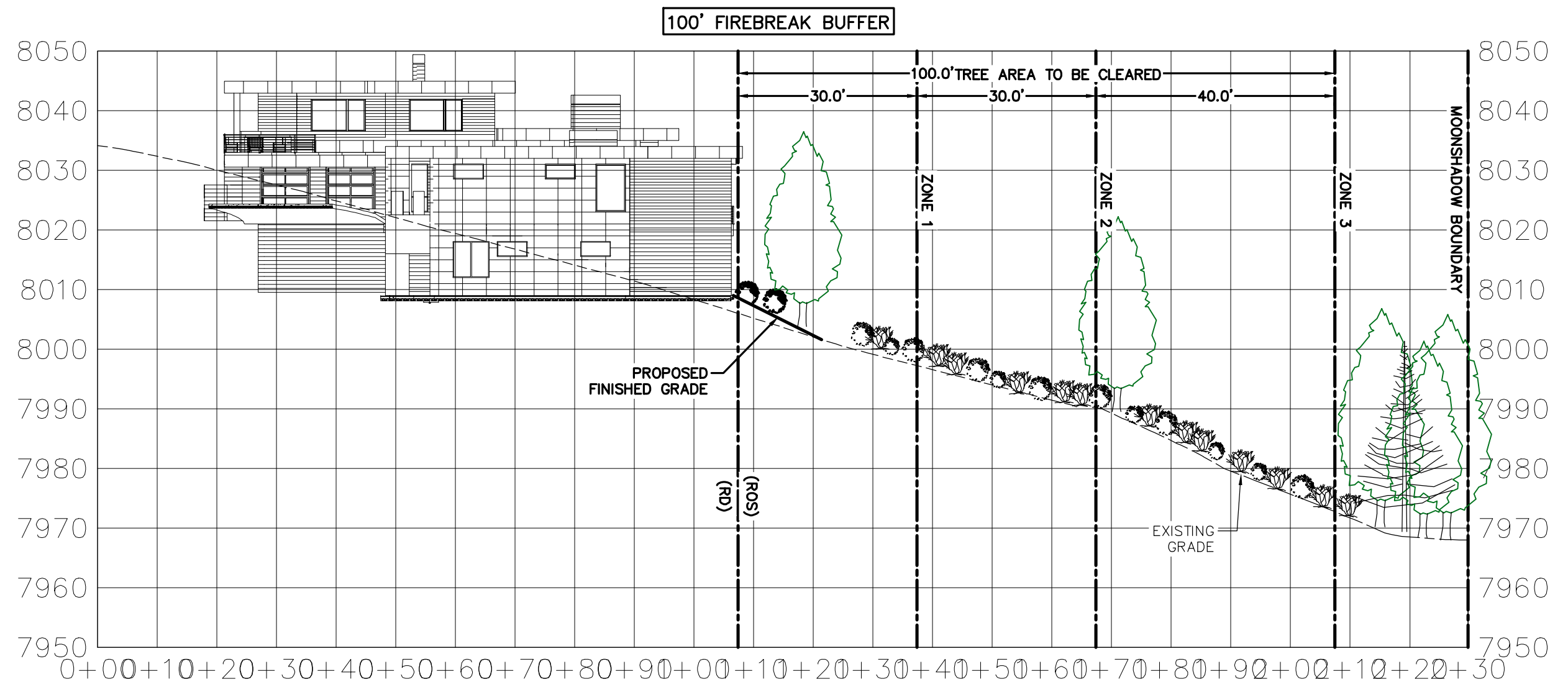
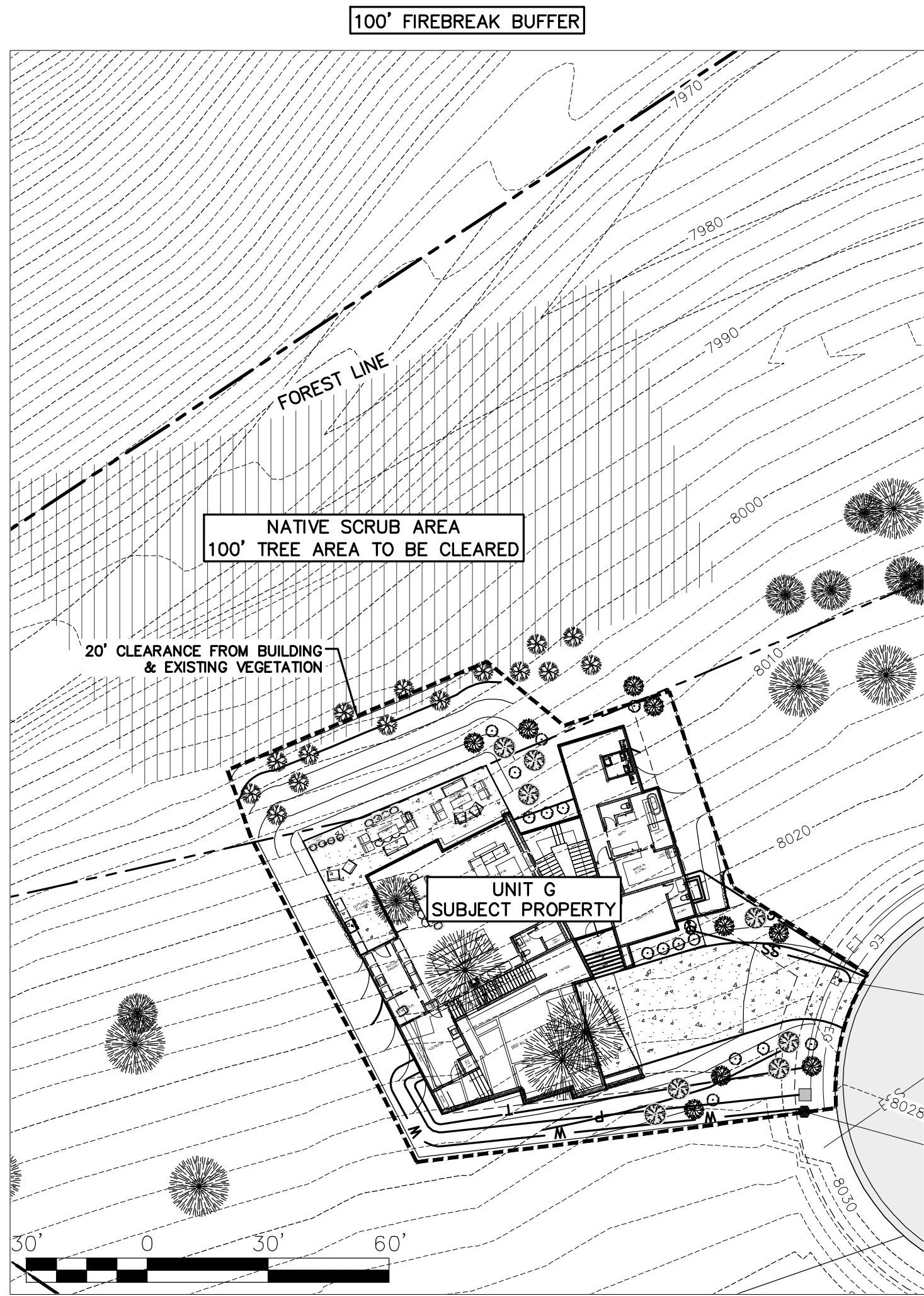
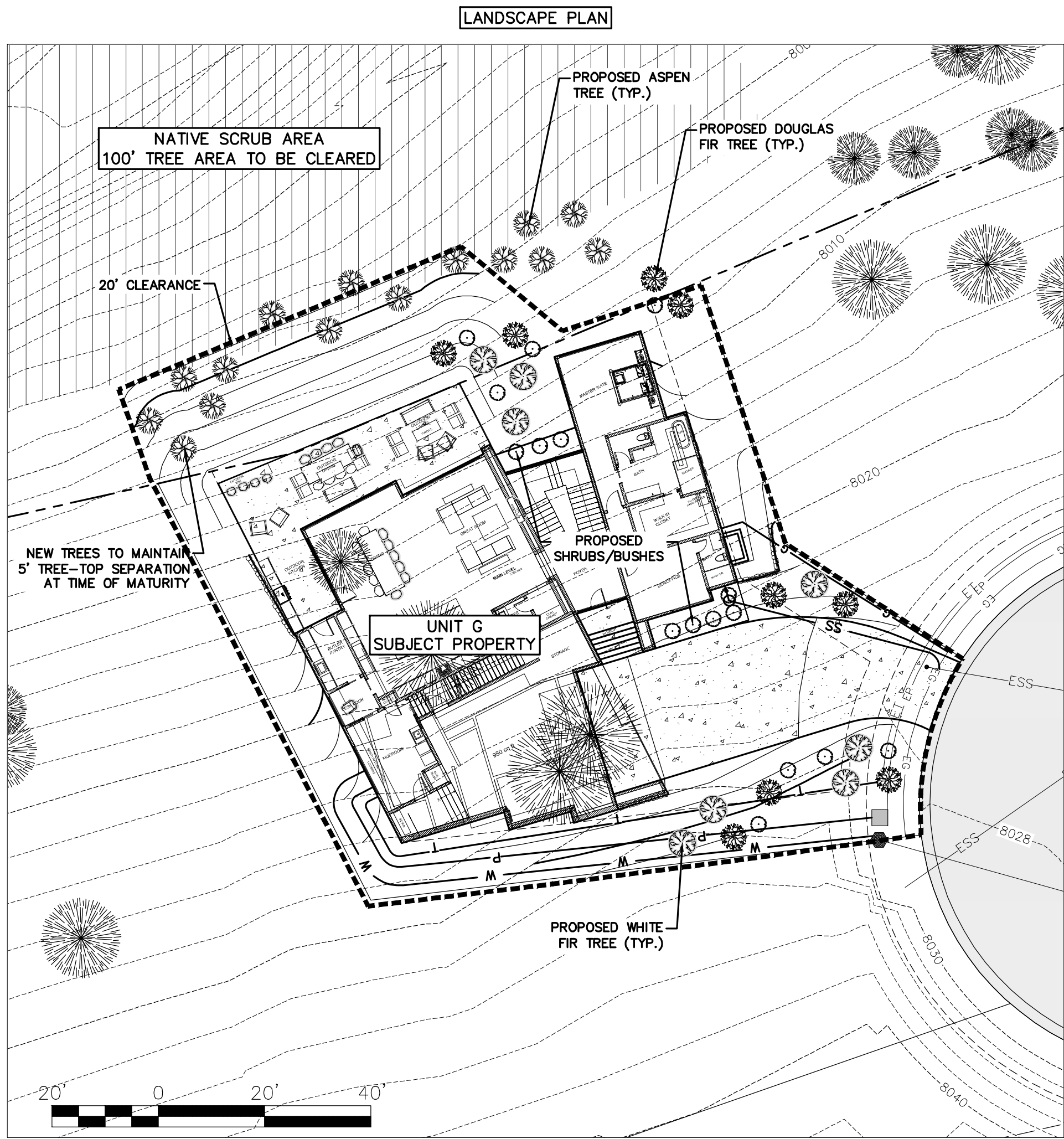
Sincerely,

ALLIANCE ENGINEERING, INC.

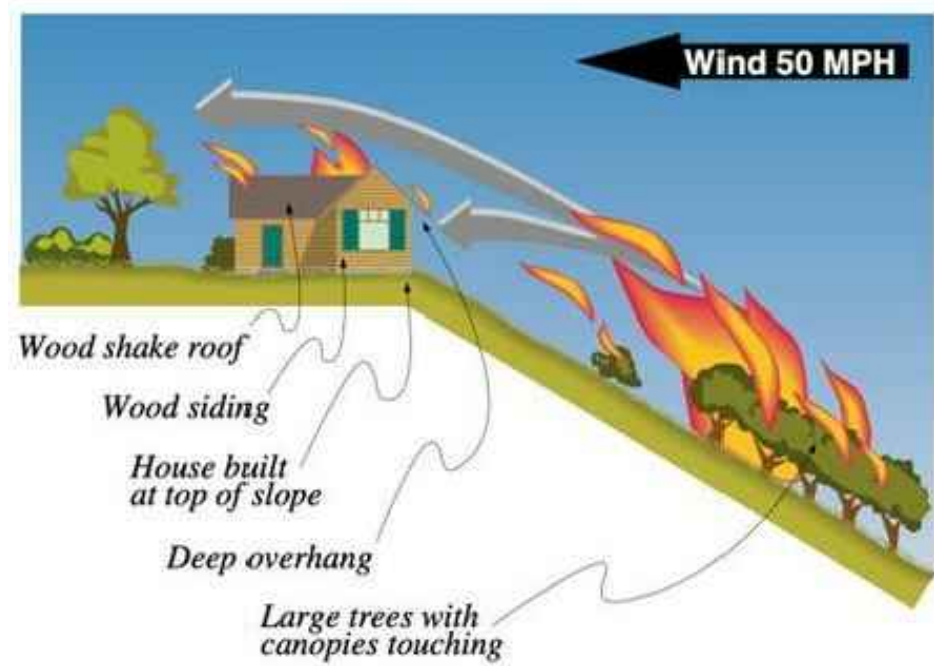
A handwritten signature in black ink that reads 'Michael Demkowicz'.

Michael Demkowicz, PE

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Dangerous materials and conditions for sloped sites

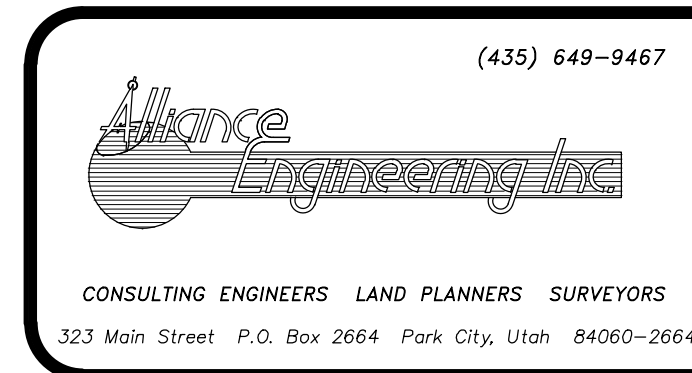
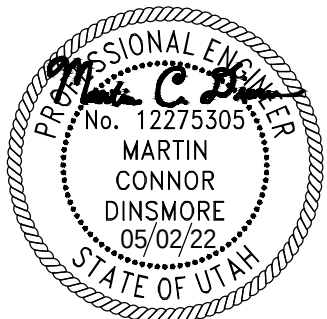


FIRE-RESISTANT LANDSCAPE REQUIREMENTS:

1. CREATE FIREBREAKS SURROUNDING THE PROPOSED BUILDING.
2. NEW TREES WILL REMAIN A MINIMUM OF 5 FEET AWAY FROM BUILDING & 5 TO 30 FT TREE-TOP SEPARATION, AT TIME OF TREE MATURITY, WITHIN A 30 FT RADIUS OF PROPOSED BUILDING (ZONE 1).
3. AT <20% SLOPE: SPACE SHRUBS 2X THE HEIGHT, 20-40% SLOPE: SPACE SHRUBS 4X THE HEIGHT.
4. EMPLOY SMART IRRIGATION TECHNOLOGY WITHIN THE 20 FT CLEARANCE GIVEN WITH THE LIMITS OF DISTURBANCE, IN THE EVENT OF WILDFIRE.
5. 20 FT CONSTRUCTION ACCESS IS GIVEN BEHIND PROPOSED BUILDING. AREA MUST BE RESTORED TO NATURAL CONDITIONS WITH SOD AND NATIVE SEED TO ELIMINATE ALL EVIDENCE OF DISTURBANCE AND SERVE AS AN ADDITIONAL FIREBREAK.

NOTES:

1. LANDSCAPE DESIGN BY OTHERS. SEE PLANS FOR MORE DETAILS.
2. A TREE CLEARING OF 100 FT NEEDS TO BE PERFORMED FOR THE PREVENTION OF POTENTIAL WILDFIRES.
3. CONTACT CONTRACTOR FOR IRRIGATION DESIGN.



STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
BRAYLON ROSE

DATE: 05/02/22

MOONSHADOW UNIT G
FIRE PROTECTION PLAN

FOR: STUDIO MOXIE ARCHITECTS

JOB NO.: 12-11-21

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