



**PLANNING DEPARTMENT ADMINISTRATIVE PUBLIC HEARING
SUMMIT COUNTY, UTAH
July 17, 2025**

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. **36 Prospect Avenue – Historic District Design Review** – The Applicant Proposes to Construct a Basement Addition on a Landmark Historic Structure and a Detached Garage and Accessory Building in the Historic Residential - 1 Zoning District. PL-24-06186.
(A) Public Hearing; (B) Action
- 1.B. **PCA-S-98-PCMR-1 (Payday Lift Ski Patrol Hut) – Administrative Conditional Use Permit** – The Applicant Proposes Replacing the Existing 122-Square-Foot Ski-related Accessory Building with a 205-Square-Foot Ski-related Accessory Building Located in the Recreation And Open Space Zoning District, Sensitive Land Overlay, and Park City Mountain Resort Master Planned Development. PL-25-06535.
(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.gov 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: 36 Prospect Avenue
Application: PL-24-06186
Author: Lillian Zollinger, Planner III
Date: July 17, 2025
Type of Item: Historic District Design Review

Recommendation

(I) Review the Historic District Design Review (HDDR) for 36 Prospect Avenue to construct a detached garage/Accessory Building and basement addition for the Landmark Historic Structure, (II) conduct a public hearing, and (III) consider approving the HDDR based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant: Erin Kryszak

Location: 36 Prospect Avenue, a Landmark Historic Structure

Zoning District: Historic Residential - 1

Adjacent Land Uses: Residential

Reason for Review: The Planning Director reviews and takes Final Action on HDDRs.¹

HDDR	Historic District Design Review
HR-1	Historic Residential - 1
LMC	Land Management Code
ROW	Right-of-Way
SSCUP	Steep Slope Conditional Use Permit

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

¹ LMC [§ 15-11-12](#)

Summary

The Applicant proposes to lift the Landmark Historic Structure at 36 Prospect Avenue, construct a basement addition, and build a detached garage/Accessory Building.

Background

36 Prospect Avenue is a 4,169-square-foot Lot in the Historic Residential – 1 (HR-1) Zoning District. The Landmark Historic Structure was constructed circa 1889.



Figure 1: 36 Prospect Avenue viewed from Prospect Avenue, image from Google Maps.



Figure 2: 36 Prospect Avenue highlighted in yellow on an excerpt from the Zoning Map.



Figure 3: 36 Prospect Avenue from above, image from Applicant.

On September 4, 2024, the Historic Preservation Board approved lifting the Historic Structure to construct basement foundation upgrades ([Staff Report](#); [Minutes](#)).

Staff has been working with the Applicant to bring the proposal into compliance with code. An initial submittal is shown below:



Figure 4: A previous version of the plans submitted by the Applicant.

The proposed detached garage/Accessory Building are shown below:



Figure 5: Proposed project.

On May 28, 2025, the Planning Commission approved a Conditional Use Permit (CUP) to construct a basement addition under the existing Building Footprint, which extends into the Front and North Side Setback of the Landmark Historic Structure ([Staff Report](#); [Audio](#)).

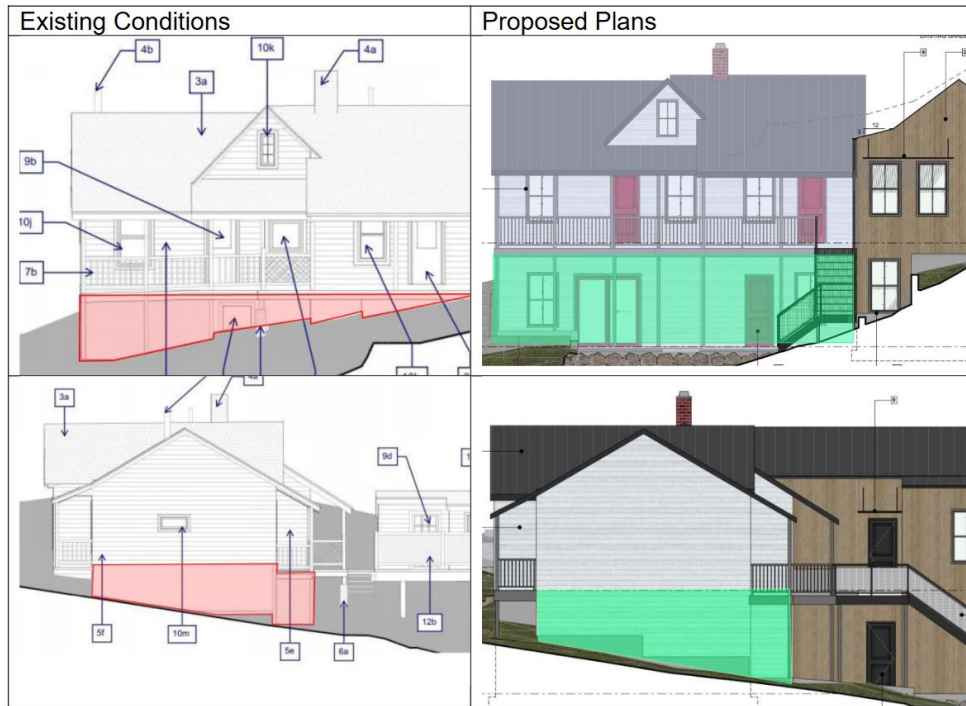


Figure 6: Excerpt from the elevation plan, showing the proposed basement addition in green, the portion of the addition that encroaches into the Side Setback is shown in red.

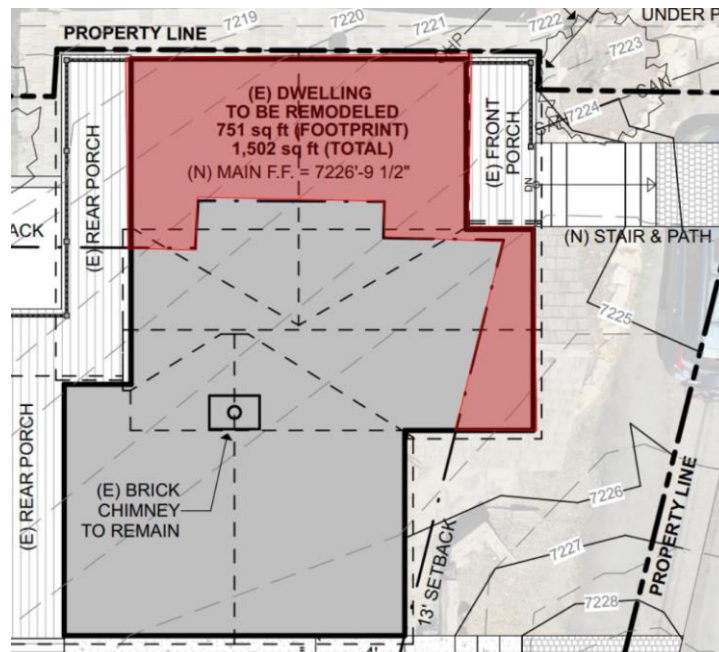


Figure 7: Existing Building Footprint of the Historic Structure. The portion of the Structure that encroaches into the Side and Rear Setbacks is shown in red.

On May 28, 2025, the Planning Commission approved a Steep Slope Conditional Use Permit for a detached garage/Accessory Building to be built on the site ([Staff Report](#); [Audio](#)).



Figure 8: Rendering showing the proposed rear of the structures, provided by the Applicant.

On June 26, 2025, the Planning Director reviewed the HDDR for 36 Prospect Avenue and continued it to July 17, 2025 to allow the Applicant to update their plans to comply with the CUP and SSCUP conditions of approval ([Staff Report](#)).

Analysis

See Final Action Letter, Exhibit A for Analysis.

Notice

Staff published notice on the City's website and posted notice to the property on June 12, 2025. Staff mailed courtesy notice to property owners within 100 feet on June 12, 2025.²

Public Input

See Exhibit C.

Alternatives

The Planning Director may:

- Approve the HDDR.
- Deny the HDDR and direct staff to make Findings for the denial.
- Request additional information and continue the discussion to a date certain.

Exhibits

A: Draft Final Action Letter

B: Proposed Plans

C: Public Comment

² LMC [§ 15-1-21](#)



Planning Department

July 17, 2025

Erin Kryszak
36 Prospect Avenue
Park City, UT 84060

NOTICE OF PLANNING DEPARTMENT ACTION

Description

Address: 36 Prospect Avenue
A Landmark Historic Site

Zoning District: Historic Residential - 1

Application: Historic District Design Review

Project Number: PL-24-06186

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: July 17, 2025

Project Summary: The Applicant proposes to construct a basement for a Landmark Historic Structure and a detached garage/Accessory Building.

Action Taken

On July 17, 2025, the Planning Director conducted a public hearing and approved the Historic District Design Review for 36 Prospect Avenue to construct a basement addition to the Landmark Historic Structure and a detached garage/Accessory Building according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On November 29, 2023, the Planning Commission approved the 36 Prospect Avenue Plat Amendment to create a 4,169-square-foot Lot for the Landmark Historic Site.
2. The site is in the Historic Residential – 1 (HR-1) Zoning District.
3. The Landmark Historic Structure on the site was constructed circa 1889.
4. On September 4, 2024, the Historic Preservation Board approved the lifting of the Historic Structure to construct basement foundation upgrades and the restoration of the front façade and windows.



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5. On May 28, 2025, the Planning Commission approved a Conditional Use Permit to construct a basement addition under the existing Building Footprint of the Landmark Historic Structure, which extends into the Front and North Side Setback.
6. On May 28, 2025, the Planning Commission approved a Steep Slope Conditional Use Permit for the detached garage/Accessory Building to be built to the south of the Landmark Historic Structure.
7. **The proposal, as conditioned, to construct a basement and detached garage/Accessory Building complies with HR-1 Zoning District requirements outlined in LMC Chapter 15-2.2.**

Two of the purposes of the HR-1 Zoning District are to:

- encourage the preservation of Historic Buildings and/or Structures;
- encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods.

The proposed work complies as it is rehabilitation a Historic Structure and is in scale within the neighborhood.

LMC § 15-2.2-3 outlines Lot and Site requirements for the HR-1 Zoning District, shown in the table below:

Requirement	Analysis
Minimum Lot Size – 1,875 square feet	Complies: 4,169 square feet
Maximum Lot Size – 3,750 square feet	Existing Non-Complying Site: 4,169 square feet allowed pursuant to LMC § 15-2.2-4 wherein, “Landmark Historic Sites that exceed the maximum Lot Area ... are valid Non-Complying Structures.”
Minimum Lot Width measured 15 feet back from the Front Lot Line- 25 feet	Complies: 53 feet
Maximum Building Footprint – 1,649 square feet	Complies: 1,276 square feet total 751 square feet – Landmark Historic Structure 525 square feet – Detached garage and Accessory Building



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Front and Rear Setbacks for Lots from 75 feet up to 100 feet in depth – 12/13 feet each	Complies 13-foot Front Setback – Pursuant to LMC 15-2.2-4, “Landmark Historic Sites that do not comply with the Building Setbacks... are valid Non-Complying Structures.” The Landmark Historic Structure and historic porch extends into the Front Setback by four feet, six inches and is an existing Non-Complying Structure. The Planning Commission approved a Conditional Use Permit that, pursuant to LMC 15-2.2-4(A), allows for the Landmark Historic Structure to be raised, and a basement to be built underneath the existing Landmark Historic Structure Building Footprint. The proposed detached garage and Accessory Building is set back 13 feet, four inches from the front property line. LMC § 15-2.2-3(G) states the Front Setback must be open and free of any Structure except “[f]ences, walls, and retaining walls not more than four feet (4') in height,” “[u]ncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, “[s]idewalks and pathways,” and “[d]riveways leading to a Garage or approved Parking Area.” The Applicant proposes one set of uncovered steps, two feet from Final Grade, leading to the Landmark Historic Structure, two four-foot retaining walls, two pathways, and a driveway to the detached garage and Accessory Building. 12-foot Rear Setback – There are no proposed Structures in the Rear Setback. The Landmark Historic Structure is approximately 42 feet from the rear property line. The detached Accessory Building is set back 22 feet, seven inches from the rear property line.
Side Setbacks for Lots up to 62.5 feet in width – 5 foot minimum each, 14 feet total	Complies 5-foot South Side Setback The Landmark Historic Structure is 19 feet from the south property line. LMC § 15-2.2-3(J) states the Side Setback must be open and free of any Structure except “[d]etached Accessory Buildings, not more than eighteen feet (18') in height . . . located a minimum of five feet (5') behind the Front facade of the Main Building, maintaining a minimum Side Setback of three feet (3').” The proposed detached Accessory Building is 18 feet in height, 11 feet behind the Front façade of the Main Building, maintains a three-foot Side Setback, and is compliant with the Side Setback exception.



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	9-foot North Side Setback – Pursuant to LMC 15-2.2-4, “Landmark Historic Sites that do not comply with the Building Setbacks... are valid Non-Complying Structures.” The Landmark Historic Structure and historic porch extends into the Side Setback by eight feet, six inches and is an existing Non-Complying Structure. The Planning Commission approved a Conditional Use Permit that, pursuant to LMC 15-2.2-4(A), allows for Landmark Historic Structure to be raised, and a basement built within the existing Building Footprint. LMC § 15-2.2-3(J) states the Side Setback must be open and free of any Structure except, “[p]atios, decks, pathways, steps, or similar Structures not more than thirty inches (30”) in height above Final Grade,” and “[f]ences, walls, and retaining walls as permitted in Section 15-4-2, Fences and Retaining Walls.” The Applicant proposes an at-grade patio and retaining wall below six feet in height that encroaches into the Side Setback. The detached Accessory Building is approximately 32 feet from the north Side Setback.
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LMC § 15-2.2-5 outlines the HR-1 Zoning District height requirements, shown in the table below:

Zoning Requirement	Analysis
Building Height- 27 feet	Complies: 22 feet The Landmark Historic Structure is proposed to be 22 feet in height above Existing Grade. Pursuant to LMC § 15-2.2-3(J), the maximum Building Height for Accessory Buildings in Side Setbacks is 18 feet. The proposed Accessory Building is 18 feet in height from Existing Grade and compliant.
Maximum interior height of 35 feet	Complies: 24 feet and 1 inch



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	<i>Figure 6: Interior side elevation plans provided by the Applicant.</i>
Step-back- Required at a height of 23 feet for 10 feet back	Complies: The existing Landmark Historic Structure is 22 feet above Existing Grade and is the maximum height proposed.
Roof Pitch- 7:12 - 12:12	Complies: Pursuant to LMC § 15-2.2-5(C), “[t]he roof pitch of a Structure’s Contributing Roof Form shall be between seven:twelve (7:12) and twelve:twelve (12:12).” The Historic roof form is 12:12. The Accessory Building’s roof pitch is 9:12 and compliant.
Final Grade within 4 feet of Existing Grade	<i>Figure 8: Exterior east side elevation plans provided by the Applicant.</i>



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Figure 9: Exterior west side elevation plans provided by the Applicant.



Figure 10: Exterior north side elevation plans provided by the Applicant.



Figure 11: Exterior east side elevation plans provided by the Applicant.



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8. **The proposal to construct a basement and detached garage/Accessory Building complies with the criteria outlined in LMC Chapter 15-3, Off-Street Parking.**

LMC § 15-3-6(A) requires two parking spaces for a SFD. Pursuant to LMC § 15-2.2-4, “[a]dditions to Historic Buildings and/or Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or Accessory Building.” While parking is not required for the Landmark Historic Site, the Applicant proposes one garage Parking Space that is 11 feet by 21 feet.

9. **The proposal, as conditioned, to construct a basement and detached garage/Accessory Building complies with the Regulations for Historic Residential Site outlined in LMC § 15-12-2.**

B. Specific Regulations

1. Site Design	Analysis of Proposal
a) Building Setback and Orientation - LMC § 15-13-2(B)(1)(a) states, “Maintain the existing front and side yard setbacks of Historic Sites. Preserve the original location of the main entry of the historic structure, if extant.”	Complies: The Applicant does not propose changes to the Setbacks or orientation of the Landmark Historic Structure and proposes to rehabilitate the Structure in the same location as it exists today.
b) Topography & Grading - LMC § 15-13-2(B)(1)(b) states, “Maintain the natural topography and original grading of the site when and where feasible. Maintain established on-site native plantings. During construction, protect established vegetation to avoid damage. Replace damaged, aged, or diseased trees as necessary.”	Complies: The Applicant proposes a basement addition within the Building Footprint of the existing Landmark Historic Structure, which will not create a significant impact on the already-built area. The proposed detached garage/Accessory Building will impact the south side Steep Slope of the site, but the Applicant does not propose a Structures in the Rear Setback, which also contains a Steep Slope. The Applicant proposes to remove dead vegetation and replace vegetation on site, as well as preserve and plant vegetation on the rear of the site.
c) Landscaping & Vegetation - LMC § 15-13-2(B)(1)(c) states, “During construction, protect established vegetation to avoid damage. Replace damaged, aged, or diseased trees as necessary.”	Complies: The Applicant proposes to remove dead vegetation and replace vegetation on site, as well as preserve and plant vegetation on the rear of the site.



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d) Retaining Walls – LMC § 15-13-2(B)(1)(d) states, “New retaining walls should be consistent with historic retaining walls in design, material, scale of materials, as well as size and mass of the wall. Simple board-formed concrete, stone, and other historic materials are recommended over concrete block, asphalt, or other modern concrete treatments.”	Complies: The Applicant proposes five concrete retaining walls and one stone retaining wall, all less than four feet in height. Four retaining walls are around the Accessory Building, and two are around the rear patio.
g) Parking Area & Driveways – LMC § 15-13-2(B)(1)(g) states, “Off-street parking areas should be located within the rear yard and beyond the rear wall plane of the primary structure. If locating a parking area in the rear yard is not physically possible, the off-street parking area and associated vehicles should be visually buffered from adjacent properties and the primary public right-of-way. Consider providing a driveway along the side yard of the property where feasible. When locating driveways, the existing topography of the building site and significant site features should be minimally impacted. New driveways shall not exceed ten (10) feet in width.”	Complies: The Applicant proposes 10-foot-wide driveway that leads to the detached garage/Accessory Building, which is set back 11 feet from the front of the Landmark Historic Structure. The Landmark Historic Structure and detached garage/Accessory Building are separated by a walkway between the two structures. <i>Figure 12: Front rendering provided by the Applicant.</i>
h) Paths, Steps, Handrails, & Railings (Not Associated with Porches) – LMC § 15-13-2(B)(1)(h), “New hillside steps should be visually subordinate to the associated historic building or structure in materials, size, scale and proportion, as well as massing and shall complement the historic structure in materials, size, scale, and proportion, and massing to protect the integrity of the historic site.”	Complies: The Applicant proposes new wood and metal steps to lead to the Landmark Historic Structures that are limited and compatible with the scale of the structure.
2. Primary Structures	Analysis of Proposal



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a) Exterior Walls – LMC § 15-13-2(B)(2)(a) states, “Preserve and maintain historic exterior materials including wood siding (drop siding, clapboard, board and batten), frieze boards, cornices, moldings, shingles, etc., as well as stone and masonry. Repair deteriorated or damaged historic exterior materials using recognized preservation methods appropriate to the specific material.”	See Condition of Approval 20: The existing siding is not historic. The Applicant proposes restoring the siding to a historically accurate wood cladding. All wood materials on the Historic Structure shall be painted or stained opaque.
b) Foundation – LMC § 15-13-2(B)(2)(b) states, “A new foundation shall not raise or lower a historic structure generally more than two (2) feet from its original floor elevation. A historic site shall be returned to original grade following construction of a foundation. When the original grade cannot be achieved, generally no more than six inches (6”) of the new foundation shall be visible above final grade on the primary and secondary facades. A plinth, or trim board at the base of the historic structure, shall be added to visually anchor the historic structure to the new foundation.”	See Conditions of Approval 10, 11, 12, and 13: The Applicant proposes to raise the Historic Structure, build a new basement and concrete foundation and rehabilitate the Landmark Historic Structure in the same location and at the same height.
c) Doors – LMC § 15-13-2(B)(2)(c) states, “When no physical or documentary evidence of original doors exists, replacement doors typically shall be of wood, with or without glazing, and shall complement the style of the historic structure. When replacing non-historic doors, use designs similar to those that were found historically in Park City. Paneled doors were typical and many had a vertical pane of glass. Scalloped, Dutch, and colonial doors, as well as door sidelights are not appropriate on most primary and secondary façades.”	Complies: None of the existing doors on the site are historic. The Applicant proposes preserving all existing door openings and to install wood doors appropriate to the era of construction.



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- d) Windows – LMC § 15-13-2(B)(2)(d) states, “Maintain and preserve historic window openings, windows, window surrounds, and decorative window features... replacement windows typically shall be of wood and shall complement the style of the historic structure.”

Complies: None of the existing windows are historic. The Applicant proposes to preserve all historic window openings and replace the non-historic windows with wood windows. The Applicant proposes to restore the front façade and window openings.



Figure 13: 1940s tax photo from the HSI.



Figure 14: Recent photo provided by Applicant showing exterior changes.



Figure 15: Proposed front façade, returning the window openings to restore the structure to the Mature Mining Era.



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g) Porches – LMC § 15-13-2(B)(2)(g) states, “Preserve and maintain a historic porch by preserving the existing location, form, proportion, details, posts, railing, and stairs. Repair deteriorated historic elements of the porch. Replacement porch elements are allowed only when it can be shown that the historic elements are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. Replacement elements shall exactly match the historic elements in size, dimensions, form, profile, and material.”	Complies: The Applicant proposes to maintain the existing porch dimension and to rehabilitate dilapidated materials.
4. Additions to Primary Structures	Analysis of Proposal
a. Protection for Historic Structures & Sites – LMC § 15-13-2(4)(a) states, “Additions should be visually subordinate to historic buildings when viewed from the primary public right-of-way. Additions to historic structures shall not be placed so as to obscure, detract from, or modify historic roof forms. Additions to historic structures shall not contribute significantly to the removal or loss of historic material.”	Complies: The Applicant proposes a basement addition that does not impact the Landmark Historic Structure’s roof form or exterior walls and is visually minimized from the primary public right-of-way.



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c. General Compatibility – LMC § 15-13-2(4)(c) states, “The addition shall be a contemporary interpretation of the historic structure’s architecture style. The addition shall not be designed to contrast starkly with the historic structure; an acceptable design shall be compatible in mass, scale, fenestration patterns, and design details. It shall not detract from the Historic District’s or Structure’s historic character. Building Components and materials used on additions shall be similar in scale and size to those found on the historic building. Window shapes, patterns and proportions found on the historic building should be reflected in the new addition.”	Complies: The Applicant proposes a basement addition that follows the Building Footprint of the existing Landmark Historic Structure. The basement’s windows reflect the 2:1 ratio and balance of solid to void. The proposed materials will be the same as the Historic Structure.  <i>Proposed west elevation.</i>
5. Garages	Analysis of Proposal
a. Scenario 1: Basement Addition without a Garage – LMC § 15-13-2(B)(5)(a) states, “A basement addition shall not raise the historic structure generally more than two feet (2’) from its original floor elevation above grade prior to construction. The historic site shall be returned to original grade following construction of a foundation. When the original grade cannot be achieved, no more than two feet (2’) of the new foundation shall be visible above final grade on the primary and secondary facades. The exterior walls on an inline basement addition shall not extend beyond the exterior wall planes of the historic structure’s primary or secondary facades.”	See Conditions of Approval 10, 11, 12, and 13: The Applicant proposes to raise the Historic Structure, build a new basement and concrete foundation and rehabilitate the Landmark Historic Structure in the same location. The Applicant proposes a basement addition that follows the Building Footprint of the existing Landmark Historic Structure.



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| <p>9. New Accessory Buildings – LMC § 15-13-2(B)(9) states, “New detached garages built on sites with historic structures should have a maximum interior dimension of twelve (12) feet in width. Single car wide tandem garages are recommended. Side-by-side parking configurations are strongly discouraged; if used, they shall be visually minimized when viewed from the primary public right-of-way. Garage doors shall not exceed nine (9) feet in width by nine (9) feet in height. Glazing on garage doors shall be limited to no more than 30% of garage door. Roof form, exterior materials, and architectural detailing of a detached Accessory Building shall complement the primary structure. Accessory structures (such as sheds and garages) shall be subordinate in scale to the primary historic structure. The footprint of the new accessory structure shall not exceed 50% of the footprint of the historic structure. If the footprint exceeds 50% of the footprint of the historic structure, the scale of the individual modules shall be broken up to reflect the mass and scale of those seen on the historic structure. New accessory structures shall follow the regulations for Additions to Primary Structures.”</p> | <p>Complies: The Applicant proposes a detached garage and Accessory Building. The garage has an interior dimension of 12 feet in width. The proposed garage door is seven feet tall by eight feet wide.</p> <p>As outlined in LMC § 15-13-2(4), <i>Additions to Primary Structures</i>, the proposed detached garage/Accessory Building follows similar window patterns and solid to void ratios. The proposed structure complements the Historic Structure in roof pitch and reflects a historic Accessory Structure with the proposed unfinished wood siding.</p> <p>The Historic Structure has a 751-square-foot Building Footprint. The detached garage/Accessory Building has a 525-square-foot Building Footprint. The Accessory Building, as viewed from Prospect Avenue, has a module of about 1/3 the width of the Historic Structure.</p> |
|---|--|
10. The Development Review Committee reviewed the proposal on April 15, 2025, and confirmed the proposal complies with required standards.
11. Staff published notice on the City’s website and posted notice to the property on June 12, 2025. Staff mailed courtesy notice to property owners within 100 feet and posted notice to the property on June 12, 2025.



Planning Department

12. On June 26, 2025, the Planning Director reviewed the HDDR for 36 Prospect Avenue and continued it to July 17, 2025 to allow the Applicant to update their plans to comply with the CUP and SSCUP conditions of approval.

Conclusions of Law

1. The proposal complies with the LMC requirements in Chapter 15-2.2 *Historic Residential - 1 (HR-1) Zoning District*.
2. The proposal complies with the LMC requirements in Chapter 15-3 *Off-Street Parking*.
3. The proposal complies with the LMC requirements in Section 15-13-2 *Regulations For Historic Residential Sites*.

Conditions of Approval

1. Final building plans and construction details shall reflect substantial compliance with the plans reviewed July 17, 2025, by the Planning Department. Any changes, modifications, or deviations from the approved design that have not been approved in advance by the Planning and Building Departments may result in a stop work order.
2. If the Applicant does not obtain a building permit within one year of the date of this approval, this HDDR approval will expire unless the Applicant submits a written extension request to the Planning Department prior to the expiration date and the Planning Director approves an extension.
3. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.
4. 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.
5. Residential fire sprinklers are required for all new construction on this lot, per requirements of the Chief Building Official.
6. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine-related impacts. If the property owner does encounter mine waste or mine waste-impacted soils they must handle the material in accordance with State and Federal law.
7. Any areas disturbed during construction surrounding the proposed work shall be brought back to their original state. The Final Grade shall be within four feet of Existing Grade.



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8. City approval of a Construction Mitigation Plan (CMP) is a condition precedent to the issuance of any building permits. The CMP shall include language regarding the method of protecting adjacent structures during construction.
9. City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
10. The new foundation shall not raise or lower the Landmark Historic Structure from its original floor elevation.
11. The Landmark Historic Site shall be returned to original grade following construction of the foundation. When the original grade cannot be achieved, generally no more than six inches of the new foundation shall be visible above final grade on the primary and secondary facades.
12. The site shall be regraded so that all water drains away from the Landmark Historic Structure. Stormwater runoff must be retained on site in accordance with Municipal Code of Park City Section 13-5-3 *Long-Term Storm Water Management*.
13. A plinth or trim board at the base of the Landmark Historic Structure shall be added to visually anchor the Landmark Historic Structure to the new foundation.
14. The wood facade for the Historic Structure shall have an opaque rather than transparent finish.
15. All outdoor lighting must be down-directed, fully shielded, with bulbs 3,000 degrees 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.
16. The Applicant shall obtain an Encroachment Agreement for driveway access with the Engineering Department for the heated driveway.
17. The existing impervious surfaces in the front yard of the Landmark Historic Site are required to be landscaped. The front yard landscape plan shall not include additional impervious surfaces than what is outlined on the plans reviewed on June 26, 2025. On site parking is restricted to the detached garage. Landscaping of the Ignition Zones and Home Hardening must comply with the Park City Wildland Urban Interface Code.



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18. Access and Snow Shed Agreements must be obtained and completed by the Homeowner and the applicable neighboring properties prior to Building Permit submittal. The Applicant must obtain Encroachment or Access Agreements with any applicable neighboring properties prior to Building Permit submittal for shoring or other structures required for the proposed construction.
19. The detached garage/Accessory Building may only be used incidentally to the Single-Family Dwelling Use and shall not be used as an Accessory Apartment, Dwelling Unit, or rented separately from the primary residence.
20. A geotechnical soils report indicating site stability and temporary shoring and drainage must be submitted and approved prior to the Building Permit issuance.
21. A representative of the geotechnical engineer shall observe footing excavations prior to structural fill or concrete placement and provide an excavation observation letter.
22. Exterior wall fire resistance rating and separation distance is required to comply with Table R302.1(1) of the 2021 IRC.

If you have questions or concerns regarding this Final Action Letter, please call 435-615-5068 or email lillian.zollinger@parkcity.org.

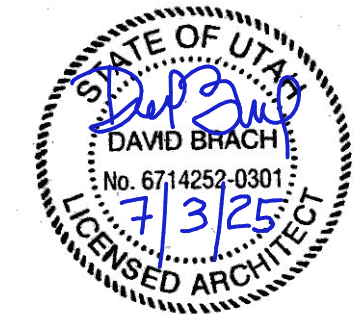
Sincerely,

Rebecca Ward,
Planning Director

CC: Lillian Zollinger, Planner III

BARRETT HOUSE

36 PROSPECT AVE
PARK CITY, UT 84060



BRACH DESIGN
ARCHITECTURE
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BARRETT HOUSE
36 PROSPECT AVE
PARK CITY, UT 84060

REVISION#: REVISION DATE:

PROJECT NO:

DATE: 7/7/25

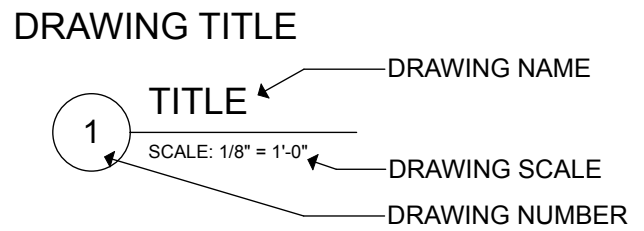
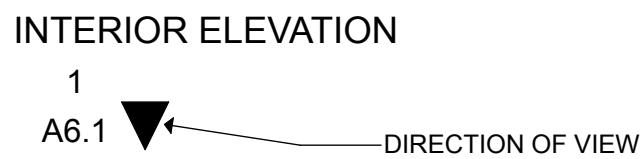
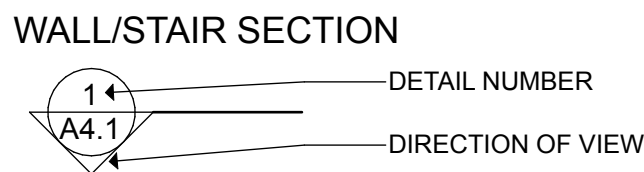
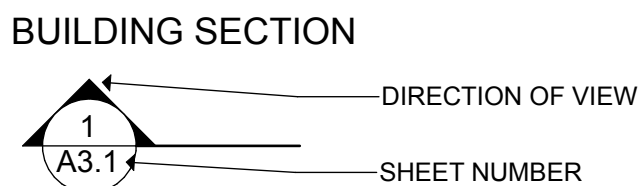
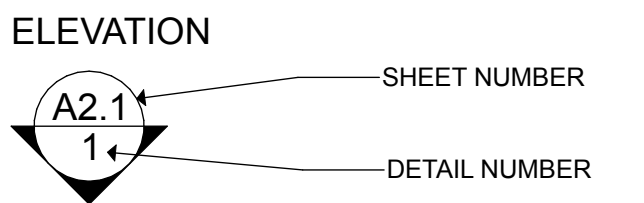
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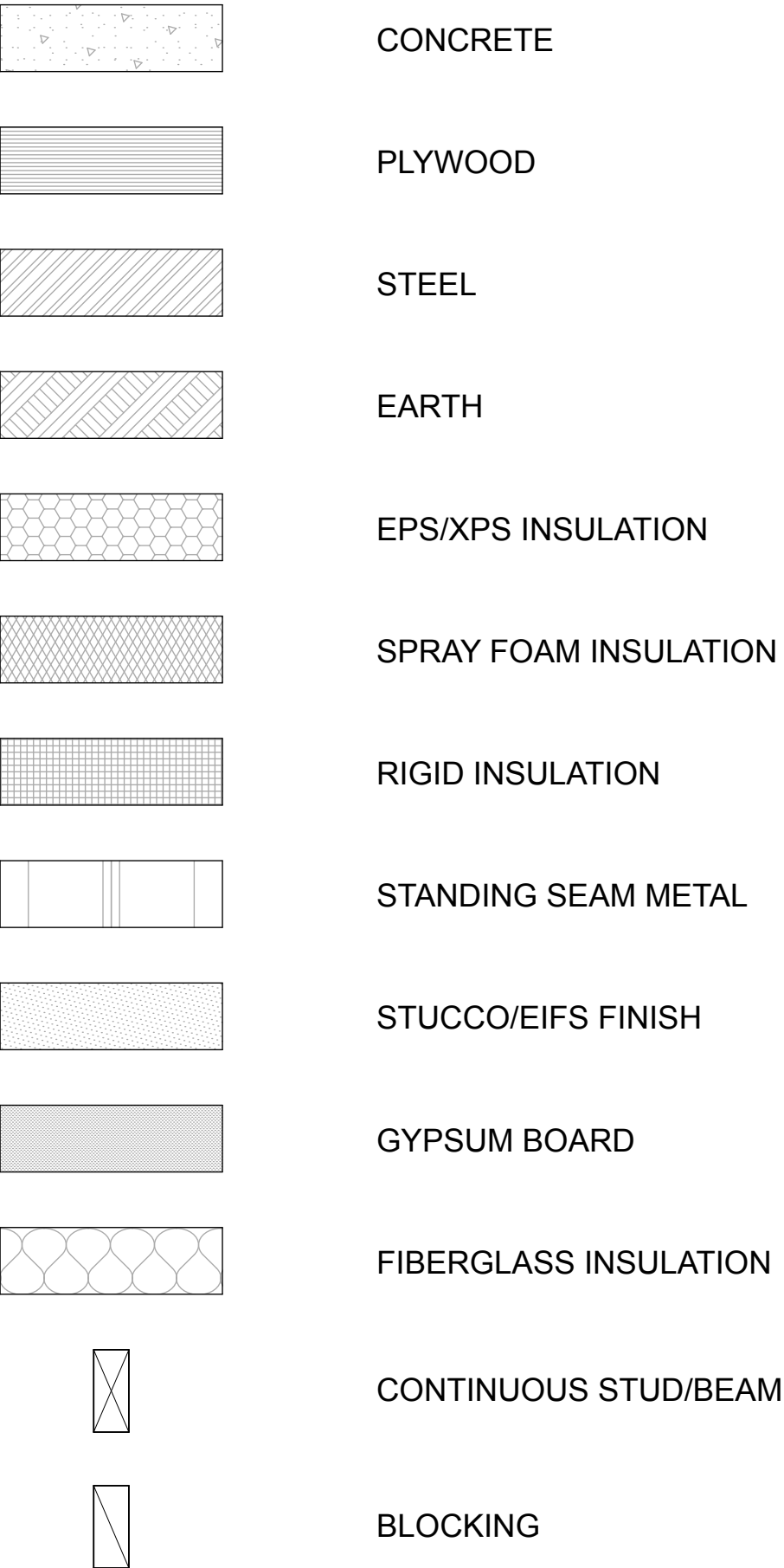
COVER SHEET
A0.1

ABBREVIATIONS & GRAPHICS

DRAWING SYMBOLS:



GRAPHIC SYMBOLS:



PROJECT RENDERING



VICINITY PLAN



PROJECT DESCRIPTION

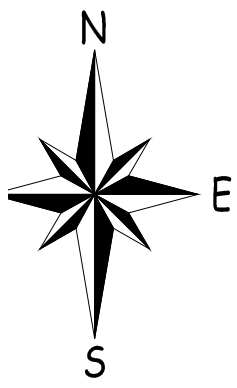
- 1. REMODEL EXISTING HISTORIC BARRETT HOUSE (36 PROSPECT AVE)**
 - RAISE EXISTING HOUSE 2' AND BUILD NEW BASEMENT UNDER MAIN FLOOR FOOTPRINT
 - REPLACE EXTERIOR FINISHES (SIDING, ROOF, WINDOWS, DOORS)
- 2. BUILD NEW DETACHED ACCESSORY BUILDING TO SOUTH OF EXISTING BARRETT HOUSE**
 - EAST PART OF BUILDING TO CONTAIN SINGLE CAR GARAGE
 - WEST PART OF BUILDING TO CONTAIN ACCESSORY BUILDING
 - BUILDING SHALL BE NO LESS THAN 3' FROM SOUTH PROPERTY LINE AND NO MORE THAN 18' ABOVE EXISTING GRADE

GENERAL PROJECT INFO

PROJECT ADDRESS:	36 PROSPECT AVE PARK CITY, UT 84060
ZONING DISTRICT:	HR-1
GOVERNING BUILDING CODES:	2021 IRC 2015 IRC CHAPTER 11 2021 IPC 2021 IMC 2021 IFGC 2020 NEC 2015 IECC RESIDENTIAL PROVISIONS 2021 IEBC
CONSTRUCTION:	TYPE VB
OCCUPANCY:	GROUP R-3
OWNER:	ERIN KRYSZAK-CROZIER 505-231-9280 ecrozier@tierrarealty.com
ARCHITECT:	BRACH DESIGN LLC DAVE BRACH RA, CPHC 801-865-7648 dave@brachdesign.com
LANDSCAPE ARCHITECT:	PKJ DESIGN GROUP ABBY ROBERTS aroberts@pkjdesigngroup.com
CIVIL ENGINEER:	BENCHMARK ENGINEERING & LAND SURVEYING, LLC CHRIS POULSEN, PE chris@benchmarkcivil.com

SHEET INDEX

PREFIX	ID	SHEET NAME
	A0.1	COVER SHEET
	A0.3	TOPOGRAPHIC SURVEY
	A0.4	SLOPE ANALYSIS
	A0.5	EXISTING SITE PHOTOS
	A0.6	EXISTING SITE PLAN
	A0.7	PROPOSED SITE PLAN
	A0.8	LANDSCAPE PLAN - EXISTING
	A0.9	LANDSCAPE PLAN - PROPOSED
	CGD.01	GRADING PLAN
	A1.1	FIRST FLOOR PLAN (EXISTING-DEMOLITION)
	A1.2	FIRST FLOOR PLAN (NEW)
	A1.3	BASEMENT FLOOR PLAN (NEW)
	A1.4	3D OVERVIEW
	A1.5	3D OVERVIEW
	A1.6	BULK CONFORMANCE DIAGRAM
	A1.7	BULK CONFORMANCE DIAGRAM
	A2.1	NEW ELEVATIONS
	A2.2	NEW ELEVATIONS
	A2.3	PROPOSED MATERIALS
	A3.1	BUILDING SECTIONS
	A3.2	BUILDING SECTIONS
	A4.1	CONTEXTUAL ANALYSIS
	A4.2	CONTEXTUAL ANALYSIS
	A4.3	CONTEXTUAL ANALYSIS
	A4.4	CONTEXTUAL ANALYSIS

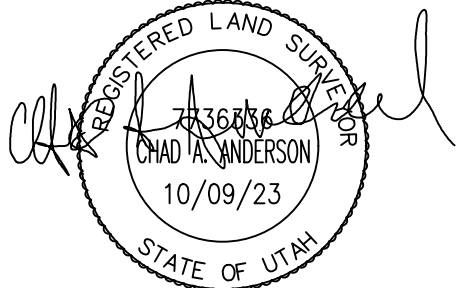


SYMBOL LEGEND	
	DEED LINE
	SURVEY BOUNDARY
	FIELD FENCE
	FOUND REBAR (AS NOTED)
	SET REBAR WITH CAP (7736336)

SURVEYOR'S CERTIFICATE

I, CHAD A. ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 7736336, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED PARCEL AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

CHAD A. ANDERSON - PLS. DATE



SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE TOPOGRAPHIC INFORMATION TO AID IN THE DESIGN OF A NEW RESIDENCE. SURVEY WAS PERFORMED IN OCTOBER OF 2023. I WAS HIRED BY KLIMA ARCHITECTS TO SURVEY THE SOUTHERLY 10' OF THE PROPERTY AND THE NORTHERLY PORTION OF THE NEIGHBORS PROPERTY. THE MAJORITY OF THIS SURVEY WAS PERFORMED BY ALLIANCE ENGINEERING AND THEIR SURVEY WAS PROVIDED TO ME BY MY CLIENT.

DESCRIPTION

PARCEL 1:

LOTS 1 AND 2 AND THE NORTHERLY 5 FEET OF LOT 3, BLOCK 18; PARK CITY SURVEY OF BUILDING LOTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDERS OFFICE.

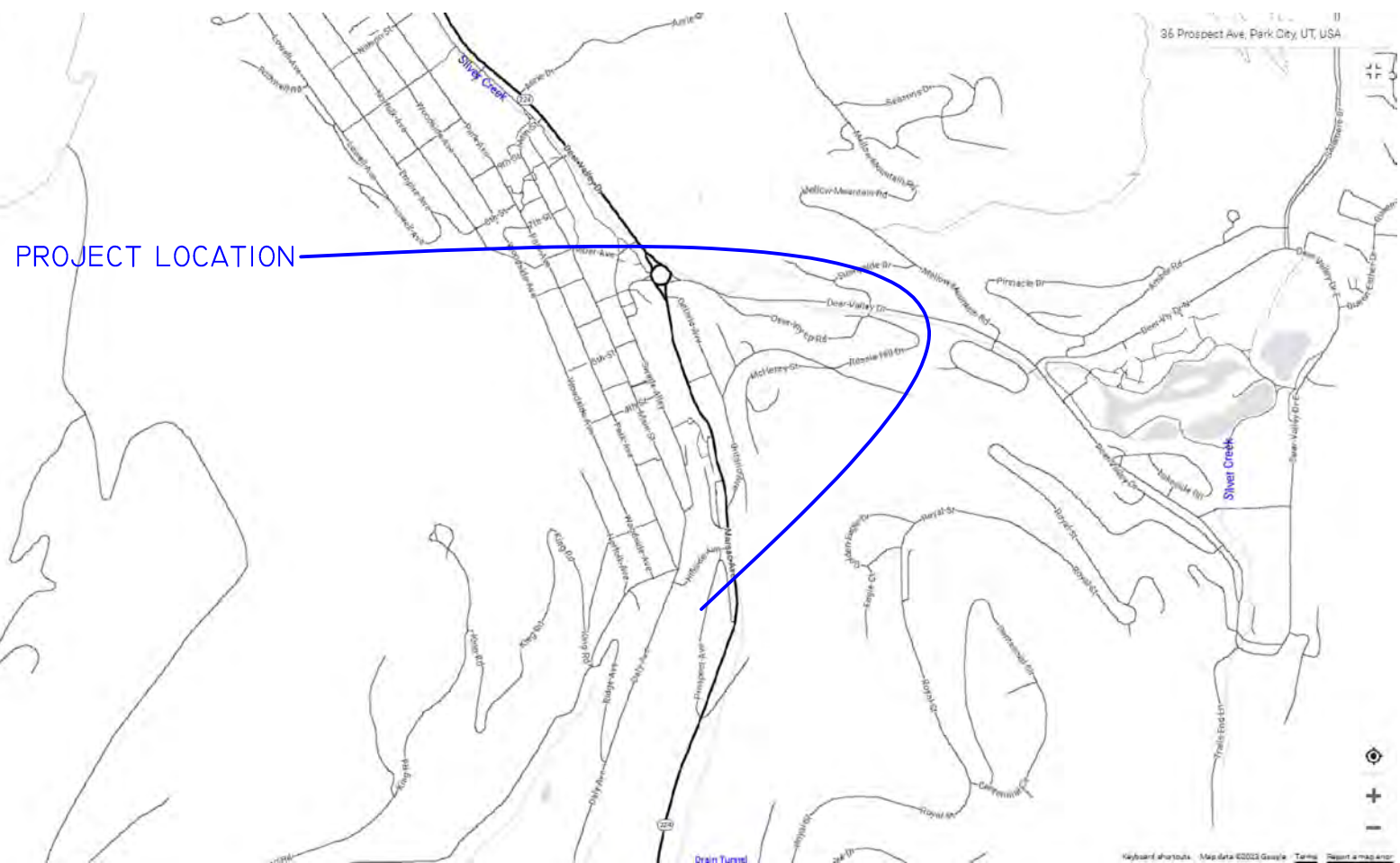
PARCEL 2:

BEGINNING AT A POINT WHICH IS NORTH 89°57'00" EAST 36.84 FEET FROM THE SOUTHWEST CORNER OF LOT 9, BLOCK 19, PARK CITY SURVEY AMENDED PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDERS OFFICE; SAID POINT IS ALSO BEING ON THE SOUTH LINE OF SAID LOT 9; THENCE LEAVING SAID SOUTH LINE NORTH 21°40' WEST 2.79 FEET; THENCE SOUTH 89°31'10" EAST 29.07 FEET; THENCE SOUTH 00°28'50" WEST 2.52 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 9; THENCE SOUTH 89°57'00" WEST ALONG SAID SOUTH LINE 29.03 FEET TO THE POINT OF BEGINNING.

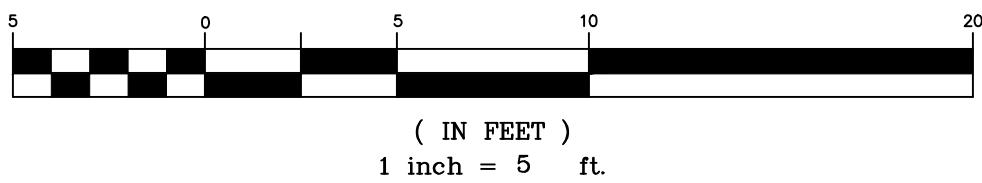
BASIS OF BEARINGS

BASIS OF BEARINGS: N43°53'48"W MEASURED BETWEEN FOUND MONUMENTS ON THE NORTHEAST SIDE OF SURVEYED LOT AS SHOWN HEREON.

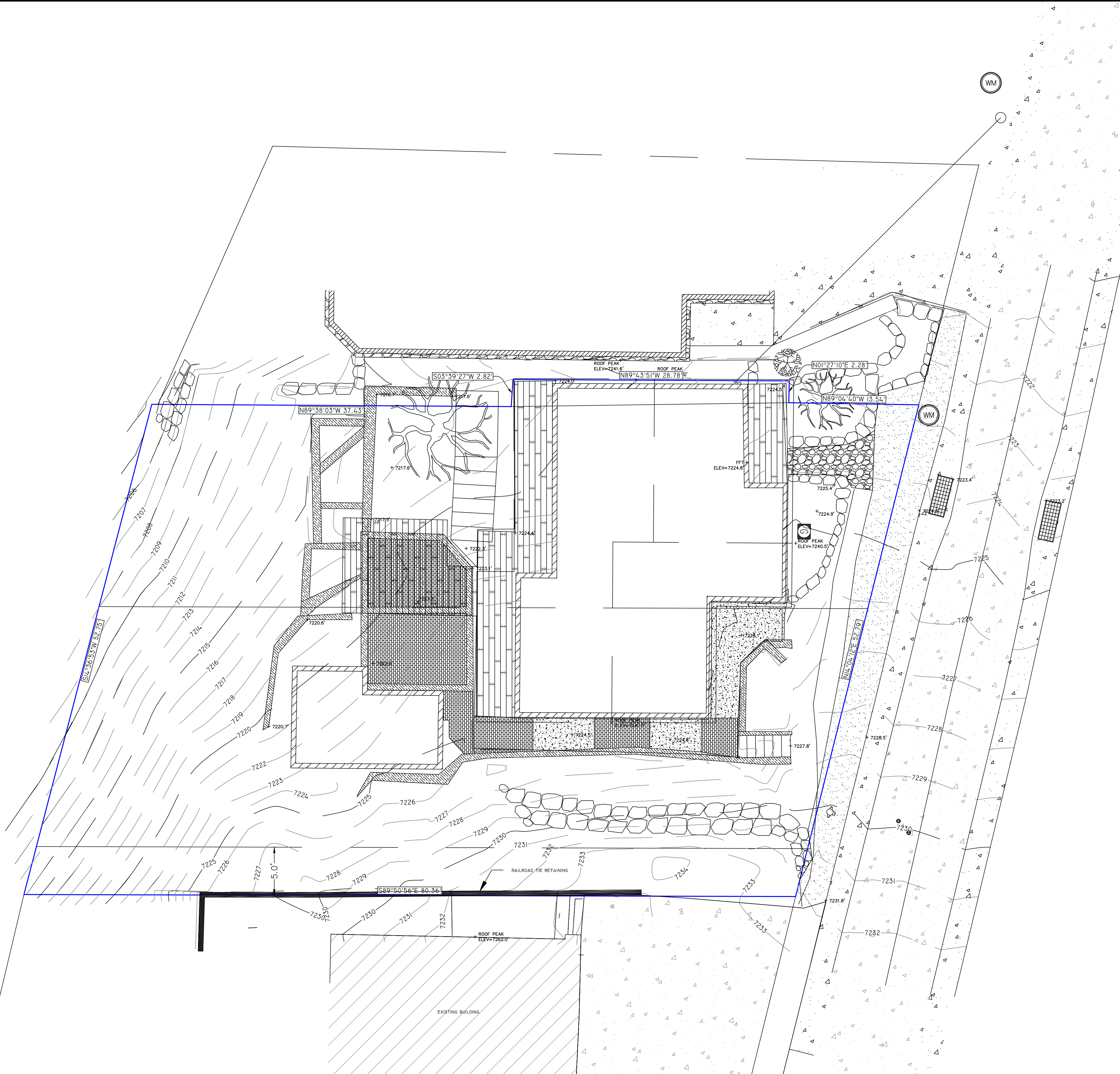
VICINITY MAP

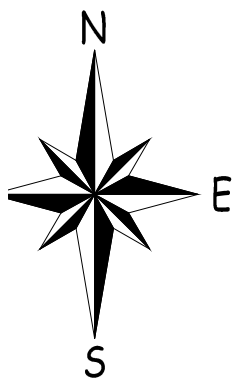


GRAPHIC SCALE



2024 11:02:47 AM



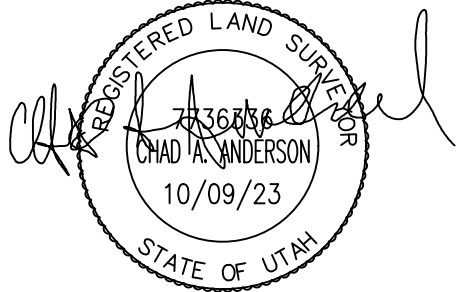


SYMBOL LEGEND	
	DEED LINE
	SURVEY BOUNDARY
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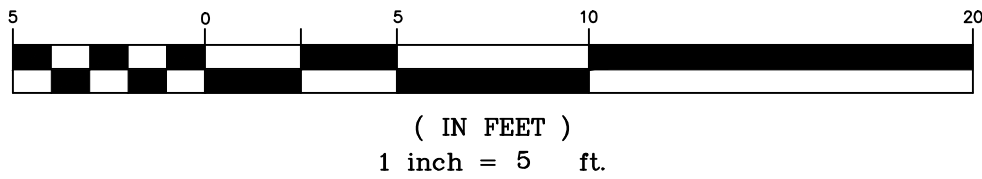
BASIS OF BEARINGS

BASIS OF BEARINGS: N43°53'48"W MEASURED BETWEEN FOUND MONUMENTS ON THE NORTHEAST SIDE OF SURVEYED LOT AS SHOWN HEREON.

VICINITY MAP



GRAPHIC SCALE



Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	15.00%	Green
2	15.00%	30.00%	Yellow
3	30.00%	40.00%	Orange
4	40.00%	99999900.00%	Red



EXISTING SITE PHOTOS



STREET VIEW OF PROJECT LOCATION



AERIAL VIEW OF PROSPECT STREET



WEST VIEW OF PROJECT LOCATION



WEST VIEW OF PROJECT LOCATION & CONTEXT

Bd

ARCHITECTURE

STATE OF UTAH

DAVID BRACH

731250

731250

LICENSED ARCHITECT

BRACH DESIGN
ARCHITECTURE
801-865-7648
dave@brachdesign.com

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BARRETT HOUSE
36 PROSPECT AVE
PARK CITY, UT 84060

REVISION#:

REVISION DATE:

PROJECT NO:

DATE:

7/7/25

DRAWN BY:

SCALE: AS NOTED IN DRAWING

EXISTING SITE
PHOTOS

A0.5

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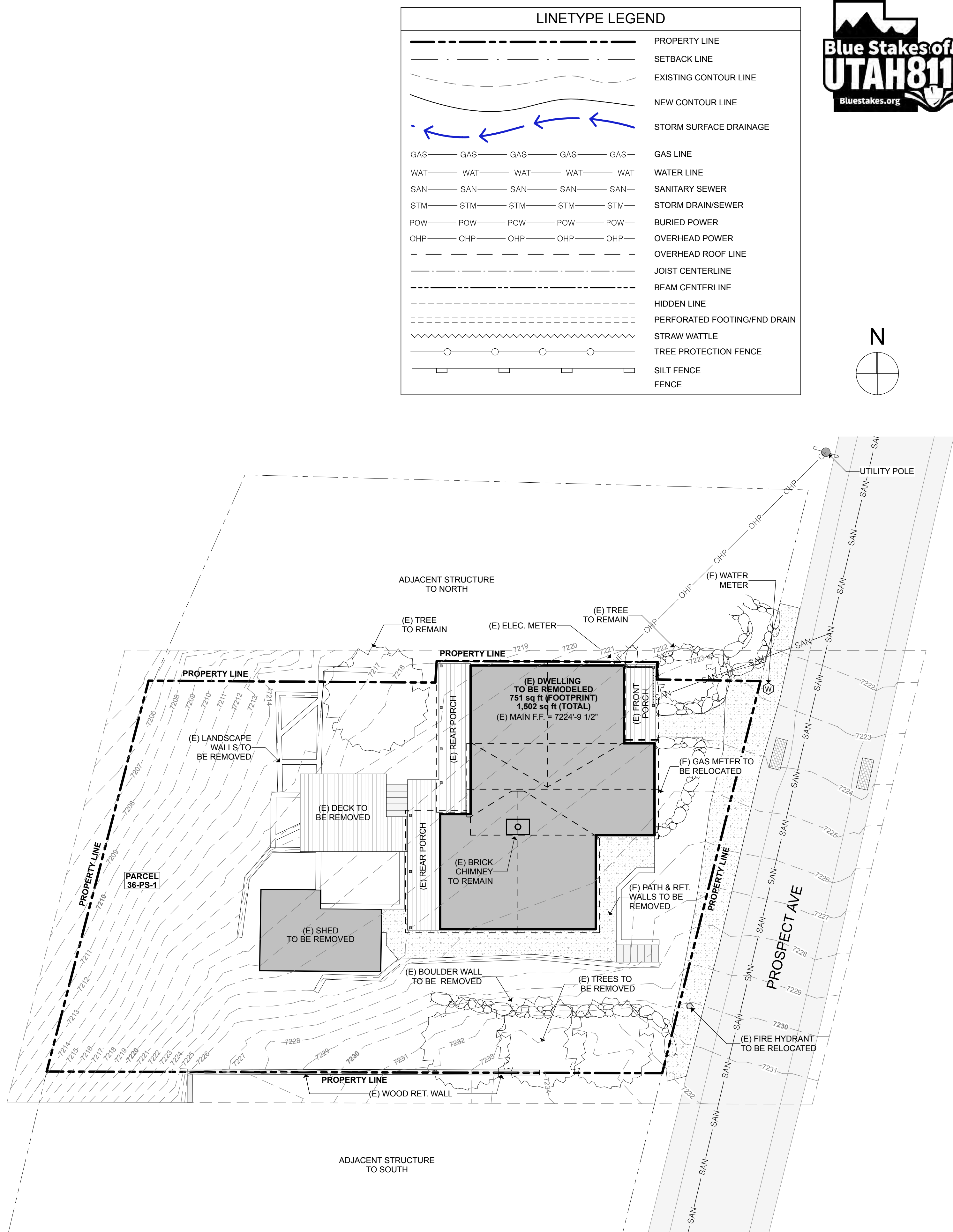
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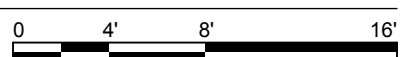
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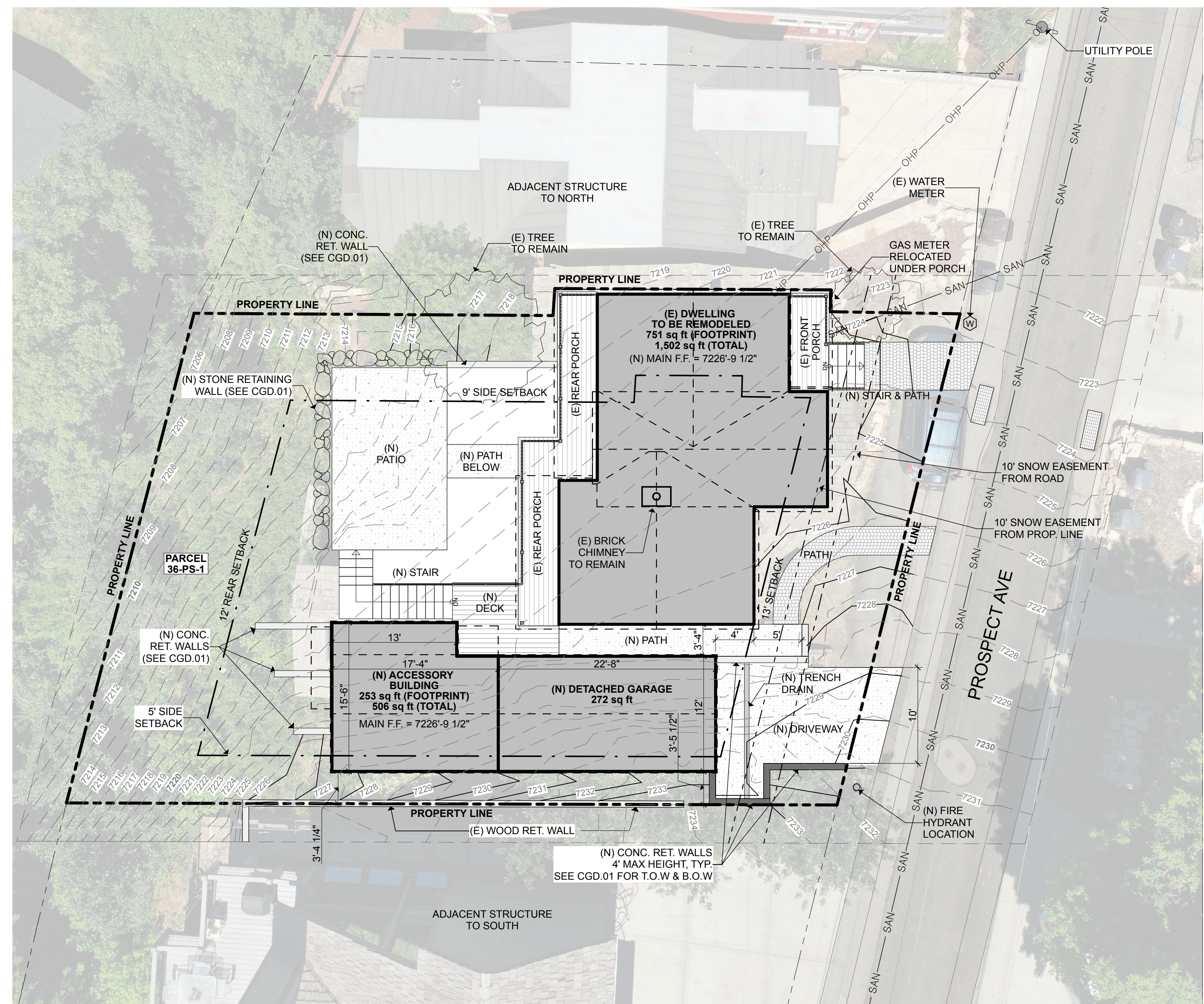
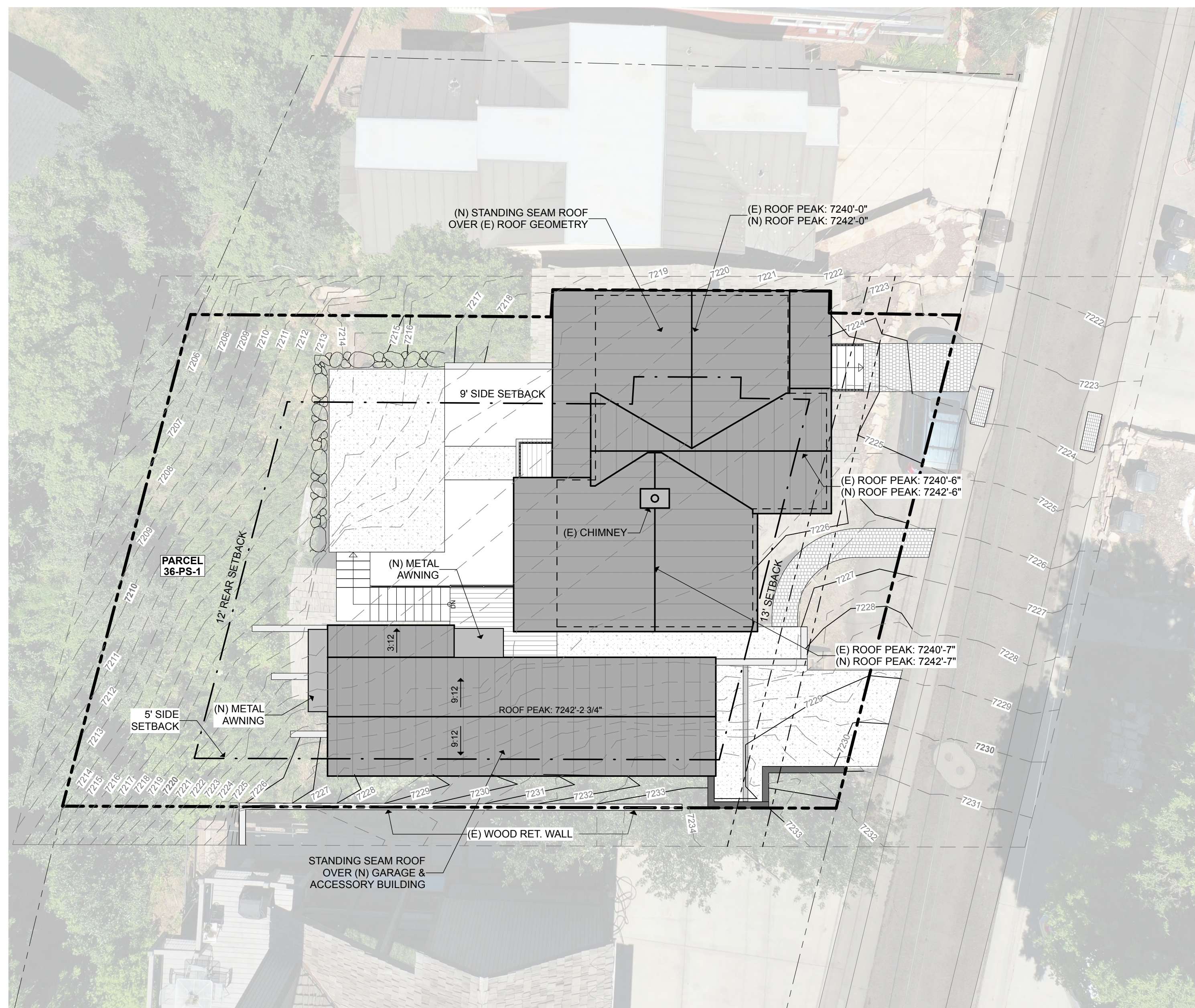
EXISTING SITE
PLAN
A0.6

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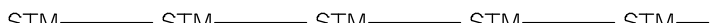


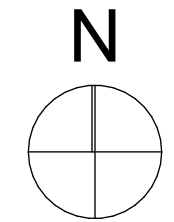
1 EXISTING SITE PLAN





LINETYPE LEGEND

	PROPERTY LINE
	SETBACK LINE
	EXISTING CONTOUR LINE
	NEW CONTOUR LINE
	STORM SURFACE DRAINAGE
	GAS LINE
	WATER LINE
	SANITARY SEWER
	STORM DRAIN/SEWER
	BURIED POWER
	OVERHEAD POWER
	OVERHEAD ROOF LINE
	JOIST CENTERLINE
	BEAM CENTERLINE
	HIDDEN LINE
	PERFORATED FOOTING/FND DRAIN
	STRAW WATTLE
	TREE PROTECTION FENCE
	SILT FENCE
	FENCE



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dave@brachdesign.com

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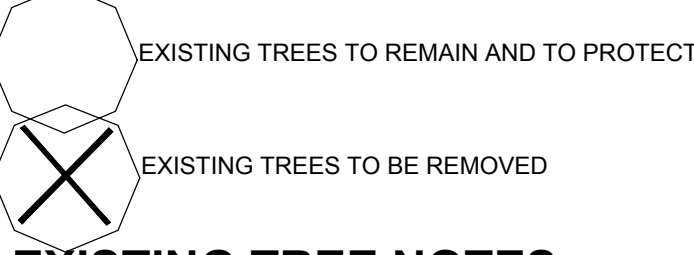
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PROPOSED SITE PLAN A0.7

EXISTING AND NEW LANDSCAPE AREA

SYMBOL SITE MATERIAL



EXISTING TREE NOTES

TREE PROTECTION AND PRESERVATION

INTRODUCTION: THIS IS INTENDED TO GUIDE THE GENERAL CONTRACTOR AND SUB-CONTRACTORS CREWS AND OWNER IN THE PROTECTION OF TREES LOCATED ON PROJECT SITE, AND SHALL BE IN COMPLIANCE WITH FOLLOWING SPECIFICATIONS. ALL PEOPLE THAT WORK AROUND TREES ARE RESPONSIBLE TO PROTECT THE TREES FROM UNNECESSARY INJURY THAT WOULD DECREASE THEIR VALUE. TREE ROOTS OFTEN SPREAD 2-3 TIMES WIDER THAN THE DRIP-LINE OF THE CANOPY AND 90% OF A TREE'S ROOTS ARE FOUND IN THE TOP 2 FEET OF SOIL. THESE FACTS ILLUSTRATE WHY IT IS SO IMPORTANT TO USE CARE WHEN WORKING NEAR EXISTING TREES.

A. TREE PROTECTION GUIDELINES FOR CONSTRUCTION SITES

PRIOR TO INITIATION OF DEMOLITION AND CONSTRUCTION WORK THAT WILL AFFECT TREES ON PROPERTY, THE FOLLOWING TREE PROTECTION PLAN SHOULD BE IMPLEMENTED, WHICH PROVIDES FOR THE FOLLOWING INFORMATION:

- TREE PROTECTION PRACTICES MAY INCLUDE, BUT ARE NOT LIMITED TO: PRUNING BRANCHES AND ROOTS, TEMPORARILY FENCING OFF AREA AROUND THE ROOTING ZONE, WRAPPING TRUNKS TO PREVENT WOUNDS, SPREADING WOOD CHIPS OR GRAVEL TO REDUCE SOIL COMPACTION, ENSURING PROPER TREE IRRIGATION IS PROVIDED THROUGHOUT THE TERM OF THE PROJECT, AND ADDING WELL-COMPOSTED ORGANIC MATTER TO THE TREE'S GROWING LOCATION FOLLOWING CONSTRUCTION.
- TREE PLANTING WORK SHALL BE DONE IN ACCORDANCE WITH LATEST LOCAL CODES, IE: BEST MANAGEMENT PRACTICES (BMP), ANSI Z153.1, AND ANSI A300. DIRECTIONS PROVIDED IN AUTHORIZING PERMITS SHALL BE FOLLOWED.
- ANY TREE TO REMAIN THAT IS IRREPARABLY DAMAGED DUE TO CONSTRUCTION ACTIVITIES SHALL BE REMUNERATED AT COST TO CONTRACTOR RESPONSIBLE FOR DAMAGES. THE VALUE OF ALL TREES TO REMAIN SHALL BE ESTABLISHED IN WRITING AND AGREED UPON BY ALL PARTIES INVOLVED PRIOR TO CONSTRUCTION ACTIVITIES.
- ANY TREES TO REMAIN ON-SITE AND ON ADJACENT PROPERTIES THAT ARE DAMAGED DUE TO CONSTRUCTION ACTIVITIES THAT ARE REPLACEABLE SHALL BE REPLACED WITH TREE OF SAME SPECIES, CALIPER SIZE AND SIMILAR SHAPE AT THE EXPENSE OF CONTRACTOR RESPONSIBLE FOR DAMAGE.
- TREES BEING PRESERVED DURING ALL CONSTRUCTION ACTIVITIES SHALL HAVE A TREE PROTECTION ZONE (TPZ), WHICH IS NO LESS THAN THE WIDTH OF THE DRIP LINE OF THE TREES CANOPY, CLEARLY MARKED WITH A CONTINUOUS CHAIN LINK PROTECTIVE FENCE, OR OWNER APPROVED EQUAL. PRIOR TO ANY DEMOLITION, CLEARING, TRENCHING OR TUNNELING PROJECTS COMMENCEMENT, HEAVY EQUIPMENT SHALL NOT BE ALLOWED INSIDE THE TREE PROTECTION ZONE. ALL HEAVY EXCAVATIONS SHALL BE MADE BY EQUIPMENT FROM OUTSIDE OF THIS ZONE.
- BUILDING MATERIAL, TOPSOIL, CHEMICALS, OR FILL SHALL NOT BE STOCKPILED IN THE TREE PROTECTION ZONE OR IN THE DRIP-LINE OF ANY TREE THAT IS SCHEDULED FOR PRESERVATION.
- PRIOR TO CONSTRUCTION, THE TREE PROTECTION ZONE WILL BE DESIGNATED BY PLAN AND IN COORDINATION WITH BLUE STAKES, OWNER, LANDSCAPE ARCHITECT AND/OR CITY URBAN FORESTER. THE SIZE AND SHAPE OF THE ZONE WILL DEPEND ON THE TREE SPECIES SENSITIVITY TO IMPACT, THE HEALTH AND AGE OF THE TREE, AND ROOT AND CROWN CONFORMATION AND DEVELOPMENT CONSTRAINTS.
- TRENCHING SHOULD BE PERFORMED IN ACCORDANCE WITH THE STANDARDS LISTED ABOVE. WHEN LARGE SCAFFOLD ROOTS ARE ENCOUNTERED WHILE TRENCHING, HAND DIGGING AND BRIDGING OF THE ROOTS SHALL BE DONE. IN SITUATIONS WHERE A ROOT HAS BEEN DAMAGED, A CLEAN CUT SHALL BE MADE ON THE ROOT AT THE EDGE OF THE TRENCH CLOSEST TO THE TREE TRUNK.
- TUNNELING OR BORING SHOULD BE DONE WHENEVER POSSIBLE WHERE LARGE SCAFFOLD ROOTS ARE ENCOUNTERED, HAND DIGGING AND BRIDGING OF THE ROOTS SHALL BE DONE. IN SITUATIONS WHERE A ROOT HAS BEEN DAMAGED, A CLEAN CUT SHALL BE MADE ON THE ROOT AT THE EDGE OF THE TRENCH CLOSEST TO THE TREE TRUNK.
- EXCAVATION INVOLVING ROOT CUTS SHOULD BE DONE RAPIDLY. CUTS ON TREE ROOTS SHALL BE SMOOTH AND CLEAN. THE TRENCH SHOULD BE BACKFILLED AS QUICKLY AS POSSIBLE TO PREVENT THE EXPOSED ROOTS FROM DRYING OUT AND THE TREE SHOULD BE WATERED IMMEDIATELY. IF TREES ARE TO REMAIN EXPOSED FOR MORE THAN FOUR TO SIX HOURS, THEY MUST BE COVERED WITH BURLAP AND KEPT MOIST AT ALL TIMES.
- FOR TREES WITH A TRUNK DIAMETER IN EXCESS OF SIX INCHES, TUNNELING OR BORING SHOULD REPLACE TRENCHING ACCORDING TO THE FOLLOWING MINIMUM DISTANCES FROM THE FACE OF THE TREE TRUNK IN ANY DIRECTION:
 - FOR TREES WITH A TRUNK DIAMETER IN EXCESS OF SIX INCHES, TUNNELING OR BORING SHOULD REPLACE TRENCHING ACCORDING TO THE FOLLOWING MINIMUM DISTANCES FROM THE FACE OF THE TREE TRUNK IN ANY DIRECTION:
- THE BOOKLET "TRENCHING AND TUNNELING NEAR TREES" THAT IS PRODUCED BY THE NATIONAL ARBOR DAY FOUNDATION SHALL BE USED AS A GUIDE FOR ALL CONSTRUCTION AND EXCAVATION WORK AROUND TREES. THIS BOOKLET MAY BE OBTAINED BY CONTACTING THE NATIONAL ARBOR DAY FOUNDATION.
- TREE CARE CONTRACTOR PROVIDING SERVICES SHOULD BE CURRENTLY LICENSED TO DO BUSINESS IN THE STATE OF THE PROJECT, INSURED AGAINST PERSONAL INJURY AND PROPERTY DAMAGE, AND CERTIFIED AS AN ARBORIST WITH THE INTERNATIONAL SOCIETY OF ARBORICULTURE. PRIOR TO BEGINNING WORK ON TREE(S) THE TREE CARE CONTRACTOR SHALL CONTACT THE CITY'S URBAN FORESTRY DIVISION TO RECEIVE AN AUTHORIZING PERMIT IF REQUIRED.
- TREES SHALL NOT BE USED TO SUPPORT ANY SCAFFOLDING, SIGNS, TEMPORARY UTILITY, OR ANY OTHER DEVICE. SIDEWALKS AND PAVING LEVELS SHOULD BE CONTOURED WHENEVER POSSIBLE TO AVOID ROOT CUTTING. IF DAMAGE OCCURS TO A PROTECTED TREE, IMMEDIATE CONTACT SHALL BE MADE WITH THE CITY FORESTER IN ORDER THAT WOUNDS CAN BE TREATED.
- NO ELEVATION OR GRADE CHANGES CAN BE MADE AROUND THE DRIP ZONE OF THE TREES UNLESS WRITTEN APPROVAL IS GIVEN BY THE OWNER, LANDSCAPE ARCHITECT AND RECEPTION OF A ELEVATION/GRADE CHANGE PLAN.
- EXCEPTIONS TO THE ABOVE GUIDELINES SHALL BE REVIEWED AND APPROVED BY THE OWNER PRIOR TO IMPLEMENTATION.
- TREES SHALL BE WATERED ACCORDING TO THE FOLLOWING GUIDELINES:
 - ESTABLISHED TREES NEED DEEP WATERING ONCE A WEEK WITH LOW PRESSURE TO ENSURE THAT THE GROUND IS SOAKED TO A DEPTH OF AT LEAST 12 INCHES.
 - YOUNG OR NEWLY PLANTED TREES NEED TO BE WATERED EVERY 3-4 DAYS.
 - TO KEEP WATER FROM EVAPORATING FROM THE SOIL AROUND THE TREE, APPLY AT LEAST TWO OR MORE INCHES OF ORGANIC MULCH (WOOD CHIPS OR MULCH) AROUND THE BASE OF THE TREES UNLESS OTHERWISE DIRECTED BY OWNER OR LANDSCAPE ARCHITECT.

B. UNDERGROUND UTILITY WORK

- TRENCHING SHOULD BE PERFORMED IN A MANNER AND LOCATION LEAST DAMAGING TO TREE ROOTS.
- TUNNELING OR BORING SHOULD BE DONE WHENEVER POSSIBLE WHERE LARGE SCAFFOLD ROOTS ARE ENCOUNTERED, HAND DIGGING AND BRIDGING OF ROOTS SHALL BE DONE.
- ANY CUTTING OF TREE ROOTS, OTHER THAN WHEN IN THE PROCESS OF TREE REMOVAL, SHALL GIVE DUE CONSIDERATION TO FUTURE WELFARE OF THE TREE. PROPER ACTION SHALL BE TAKEN SO AS TO PROTECT, PRESERVE, OR CORRECT THE ROOT PROBLEM.
- THE "TRENCHING AND TUNNELING NEAR TREES" BOOK BY THE NATIONAL ARBOR DAY FOUNDATION SHALL BE USED AS A GUIDE FOR ALL CONSTRUCTION AND EXCAVATION WORK AROUND PROTECTED TREES.
- EXCAVATION INVOLVING ROOT CUTS SHOULD BE DONE RAPIDLY. CUTS ON TREE ROOTS SHALL BE SMOOTH AND CLEAN. BACKFILL BEFORE THE ROOTS HAVE A CHANCE TO DRY OUT, AND WATER TREE IMMEDIATELY. IF TREE ROOTS ARE TO REMAIN EXPOSED FOR ANY EXTENDED PERIOD OF TIME, THEY MUST BE COVERED WITH BURLAP AND KEPT MOIST AT ALL TIMES.

PURPOSE: THESE NOTES ARE INTENDED TO GUIDE GENERAL CONTRACTOR AND SUB-CONTRACTORS CREWS IN THE PRUNING AND REMOVAL OF EXISTING TREES AND BE IN COMPLIANCE WITH LOCAL STANDARDS.

C. GENERAL STANDARDS FOR TREE PRUNING

- ALL TREE MAINTENANCE WORK ON PROPERTY GROUNDS SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISIONS OF ANSI A300 AND ANSI Z133.1 STANDARDS AND AS FURTHER DETAILED IN THE "BEST MANAGEMENT PRACTICES TREE PRUNING BOOKLET."
- ALL TREE PRUNING TO BE COMPLETED BY A LICENSED ARBORIST IN THE STATE OF THE PROJECT.
- HANGING LIMBS AND BRANCH GROWTH SHALL BE MAINTAINED 13 FEET ABOVE STREETS AND 8 FEET ABOVE SIDEWALKS OR PER LOCAL CODE.
- AUTHORITY TO PRUNE TREES DOES NOT INCLUDE THE CUTTING BACK OF SOUND, HEALTHY TREE BRANCHES IN EXCESS OF 6 INCHES OUTSIDE DIAMETER, UNLESS SPECIFICALLY DIRECTED BY THE OWNER OR CITY FORESTER.
- TREE BRANCHES SHALL BE REMOVED AND CONTROLLED IN SUCH A MANNER AS NOT TO CAUSE DAMAGE TO OTHER PARTS OF THE TREE, OTHER PLANTS, AND PROPERTY.
- CLEAN-UP BRANCHES, LOGS OR ANY OTHER DEBRIS RESULTING FROM A TREE PRUNING OR REMOVAL SHALL BE PROMPTLY AND PROPERLY ACCOMPLISHED. THE WORK AREA SHALL BE KEPT SAFE AT ALL TIMES UNTIL THE CLEANUP OPERATION IS COMPLETED. UNDER NO CONDITION SHALL THE ACCUMULATION OF BRUSH, BRANCHES, LOGS, OR OTHER DEBRIS BE ALLOWED UPON PROPERTY IN SUCH A MANNER AS TO CAUSE A PUBLIC HAZARD.
- THE USE OF CLIMBING SPIRES OR GAFFS SHALL BE PERMITTED ONLY IN THE CASE OF TREE REMOVAL OR IN AERIAL RESCUE EMERGENCIES.
- UNDER NO CONDITIONS SHALL IT BE CONSIDERED PROPER TO LEAVE SEVERED OR PARTIALLY CUT LIMBS IN A TREE AFTER THE WORKERS LEAVE THE SCENE OF OPERATIONS.
- ALL TREES TO BE REMOVED SHALL BE TAGGED FOR OWNERS APPROVAL PRIOR TO REMOVING.

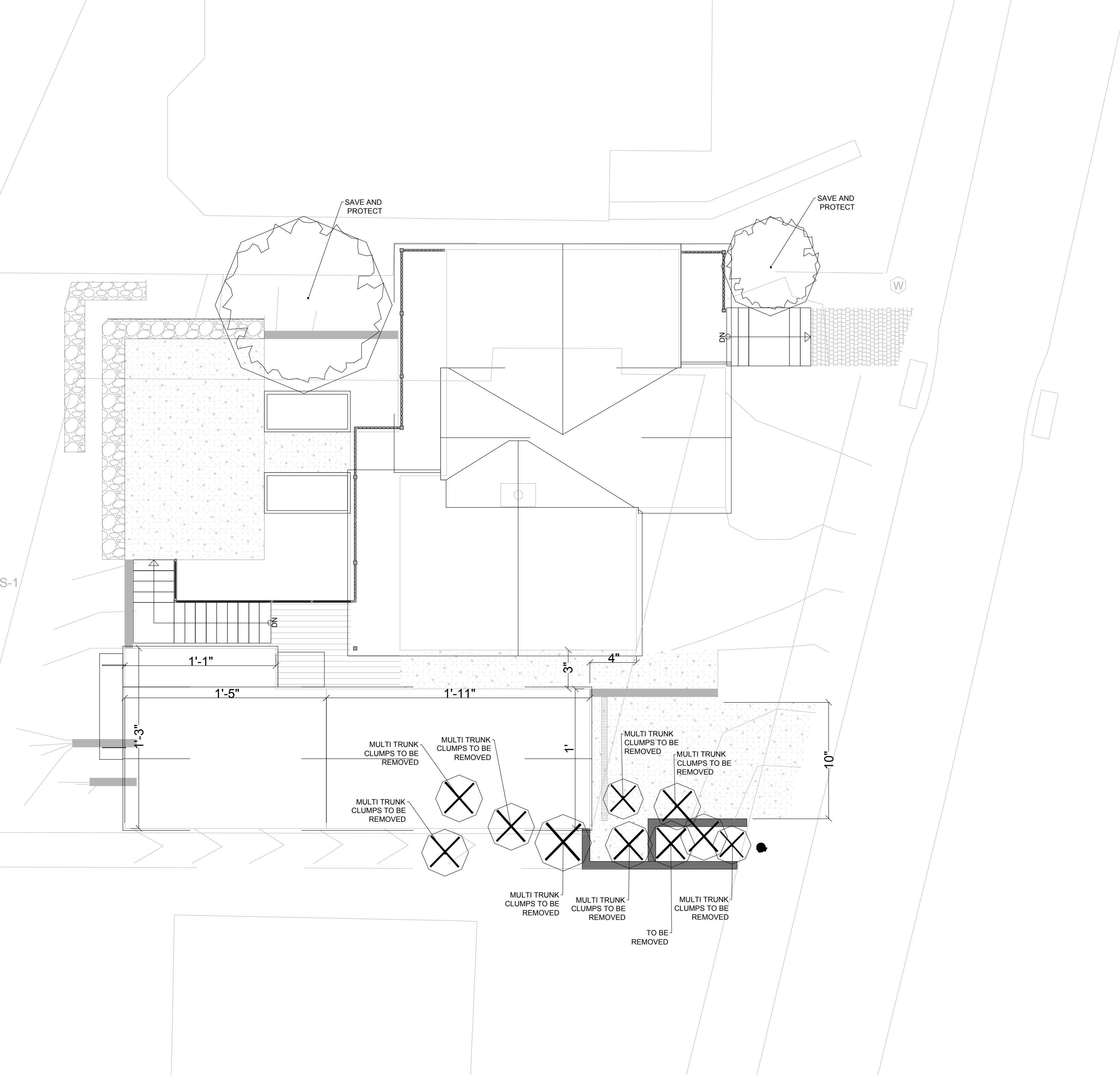
D. TREES SHALL BE REMOVED IF:

- THE TREE INTERFERES WITH OR CREATES A PUBLIC NUISANCE OR HAZARD TO PEDESTRIANS OR VEHICULAR TRAFFIC OR IS CONSIDERED A PUBLIC NUISANCE BY THE CITY FORESTER.
- THE TREE IS SIGNIFICANTLY DAMAGED OR DISEASED.
- THE TREE IS SPECIFIED TO BE REMOVED ON THIS PLAN.
- THE OWNER REQUESTS REMOVAL OF TREE. IN THIS CASE THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED SO AS TO REVISE THE PROPOSED PLANTING PLAN TO MEET CITY/COUNTY REQUIREMENTS FOR TREE REPLACEMENT.

E. STUMP REMOVAL REQUIREMENTS AND STANDARDS

- PERSONS PERFORMING STUMP REMOVAL DUTIES SHALL HAVE THE IMMEDIATE AREA INVESTIGATED FOR UTILITY LINES FROM BLUESTAKES/DIG-LINE AS NECESSARY AND WEAR ALL REQUIRED SAFETY EYE AND EAR PROTECTION.
- ALL REMOVAL OF TAGGED TREES SHALL BE DONE IN A MANNER SO THAT THE REMAINING STUMP WILL BE AT LEAST 8 INCHES BELOW GROUND LEVEL UNLESS OTHERWISE DIRECTED BY OWNER.
- EXCAVATIONS RESULTING FROM A TREE OR SHRUB REMOVAL MUST BE PROMPTLY FILLED IN TO NORMAL GROUND LEVEL WITH TOPSOIL APPROVED BY OWNER OR FILL MATERIAL, DEPENDING ON LOCATION. THE TOPSOIL/FILL MATERIAL SHALL BE PROPERLY SETTLED AND BE FREE OF DEBRIS.

PARCEL36-PS-1



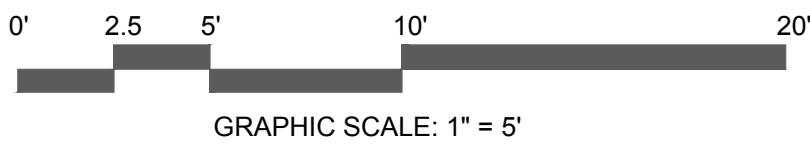
ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
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5/22/2025

RUT25006

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org



THE BARRETT HOUSE

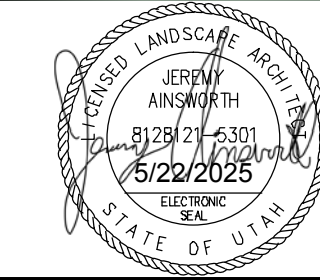
36 PROSPECT AVENUE

PARK CITY, UTAH

ERIN KRYSZAK-CROZIER
505-231-9280
ECROZIER@TIERRAREALTY.COM

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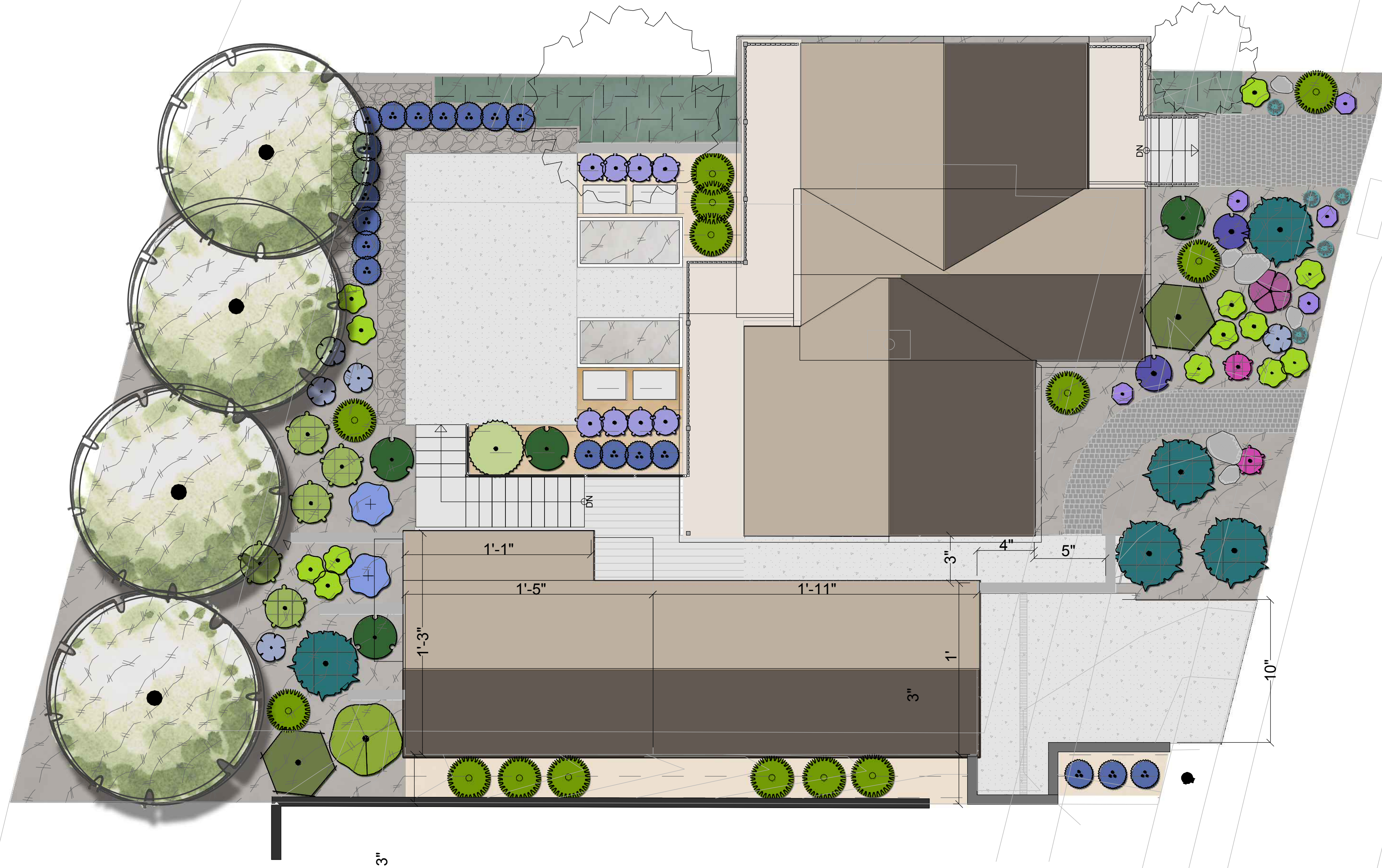


PM:	JTA
DRAWN:	ALR
CHECKED:	JMA
PLOT DATE:	5/22/2025

EXISTING PLANTING PLAN

PERMIT SET

LP-EXISTING



ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
7/3/2025		RUT25006						
NO.	REVISION	DATE						
1	XXXX	XX-XX-XX						
2								
3								
4								
5								
6								
7								

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1-800-662-4111
www.bluestakes.org

GRAPHIC SCALE: 1" = 5'

0' 2.5' 5' 10' 20'

THE BARRETT HOUSE

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PARK CITY, UTAH

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DESIGN GROUP
Landscape Architecture • Planning & Visualization

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LEHI, UTAH 84043 (801) 753-5644
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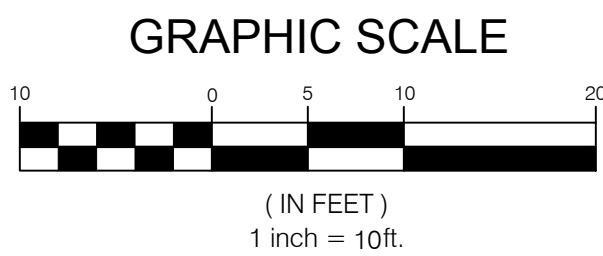
COLOR ILLUSTRATION
PERMIT SET

LP-COLOR

DRAWING INFO

PM: JTA
DRAWN: ALR
CHECKED: JMA
PLOT DATE: 7/3/2025

OWNER/DEVELOPER:
ERIN CROZIER
(505)-230-9280
ecrozier@tierrarealty.com



ALL HDPE/RCP CLASS III PIPE TO HAVE SOIL TIGHT JOINTS

NOTE:
ALL WORK WITHIN PUBLIC ROADS TO BE DONE IN STRICT
ACCORDANCE WITH PARK CITY STANDARDS AND
SPECIFICATIONS

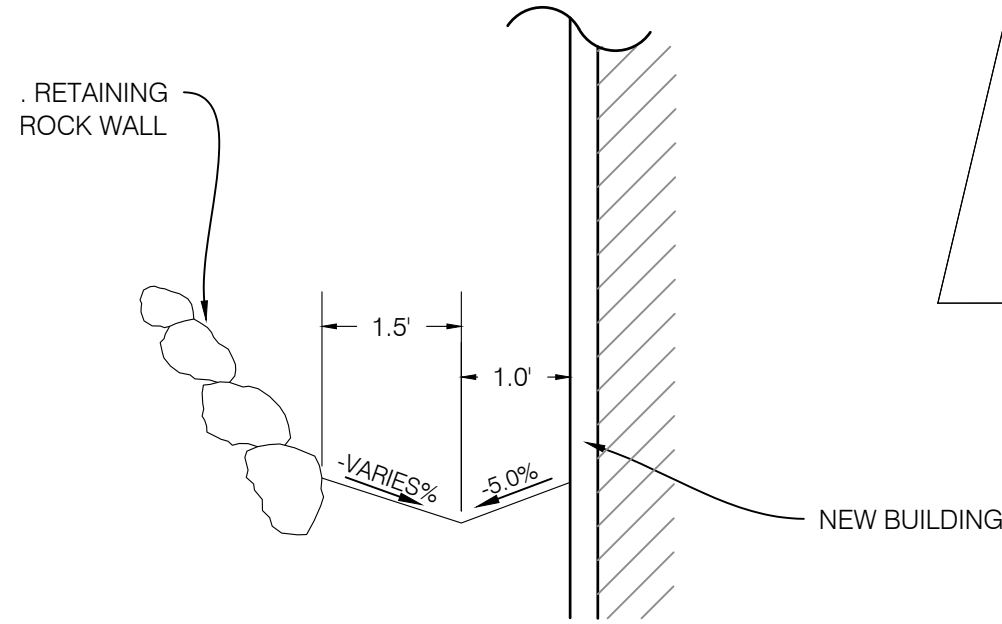
NOTE:
SAWCUT WIDTH, LOCATIONS AND TIE-IN ELEVATIONS TO
EXISTING GRADE ARE APPROXIMATE. CONTRACTOR TO FIELD
VERIFY LOCATION, EXTENT OF SAWCUTTING, AND TIE-IN
SLOPES TO EXISTING GRADE PRIOR TO CONSTRUCTION. IT IS
THE INTENT ON THESE PLANS THAT ALL PAVEMENT SHALL TIE
INTO EXISTING GRADE PER SLOPES LISTED ON CGN.01 NOTE 70.
SEE NOTES 66, 70, 82, & 83 ON CGN.01 FOR FURTHER DETAIL.

EXISTING UTILITIES NOTE:
EXISTING UTILITIES HAVE BEEN NOTED TO THE BEST OF ENGINEERS KNOWLEDGE, HOWEVER IT IS THE OWNERS AND CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITIES IN FIELD. POT HOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. NOTIFY ENGINEER IF DISCREPANCIES OR CONFLICTS EXIST PRIOR TO CONTINUING ANY CONSTRUCTION.

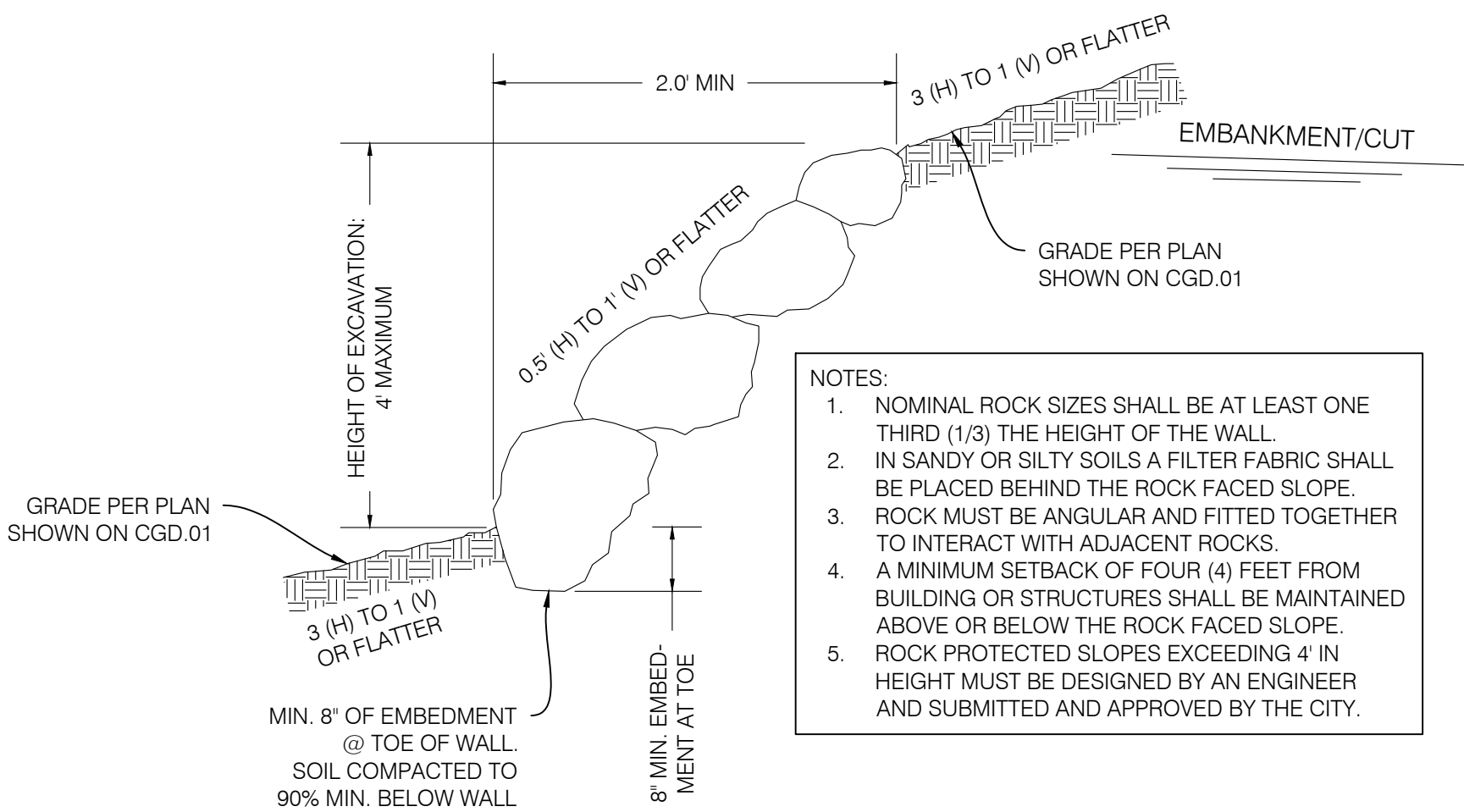
NOTE:
PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION. NOTIFY ENGINEER FOR REDESIGN IF CONNECTION POINT IS HIGHER THAN SHOWN OR IF ANY UTILITY CONFLICTS OCCUR. GRAVITY CONNECTIONS MUST BE DONE PRIOR TO BUILDING FOOTINGS AND ROUGH PLUMBING ARE CONSTRUCTED.

SURVEY CONTROL NOTE:

THE CONTRACTOR OR SURVEYOR PERFORMING THE CONSTRUCTION SURVEYING SHALL BE RESPONSIBLE TO PROVIDE CONSTRUCTION LAYOUT PER THE APPROVED PLANS ONLY. THE SURVEYOR SHALL ALSO BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE SURVEY OR IMPROVEMENTS PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN THREE EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION SURVEYING. IT IS ALSO THE RESPONSIBILITY OF THE SURVEYOR TO VERIFY ANY ELECTRONIC DATA WITH THE APPROVED STAMPED AND SIGNED PLANS AND NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.



SWALE CROSS SECTION (A)
SCALE: NTS



TYPICAL ROCK PROTECTED SLOPE (B)
SCALE: NTS



THE BARRET HOUSE

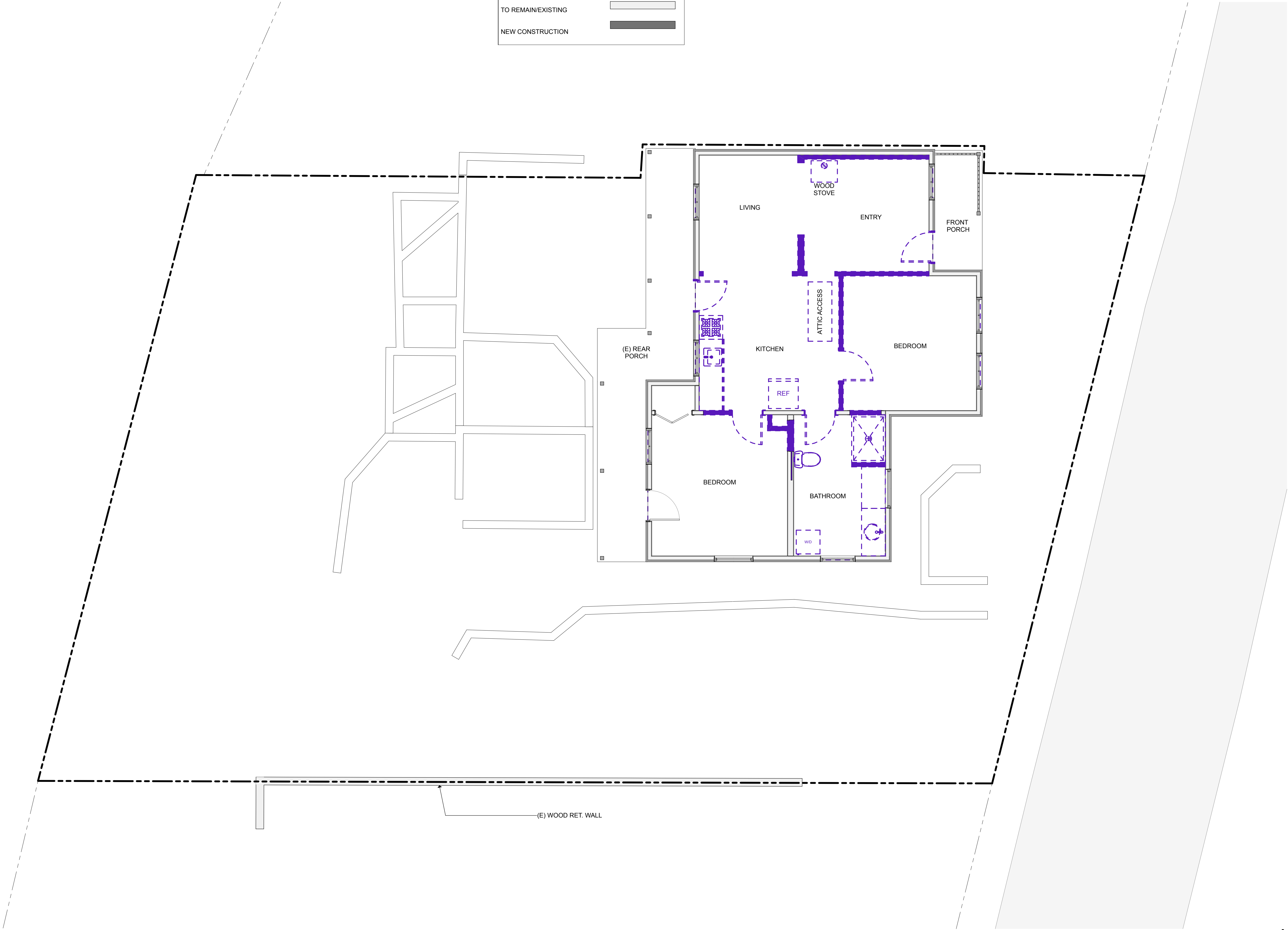
36 PROSPECT AVE
PARK CITY, UTAH

PROJECT NO. 2412189

GRADING & DRAINAGE PLAN

CGD.01
1 OF 1

DEMO LEGEND & KEYNOTES	
TO BE DEMOLISHED	
TO REMAIN/EXISTING	
NEW CONSTRUCTION	

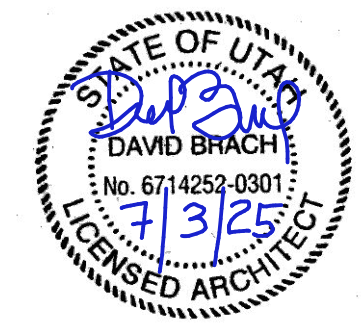
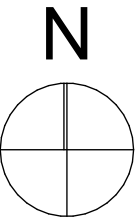


1

FIRST FLOOR PLAN EXISTING/DEMOLITION

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

0 2' 4' 8'



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PROJECT NO:

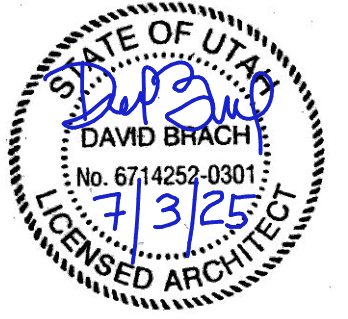
DATE: 7/7/25

DRAWN BY:

SCALE: AS NOTED IN DRAWING

FIRST FLOOR
PLAN (EXISTING-
DEMOLITION)

A1.1



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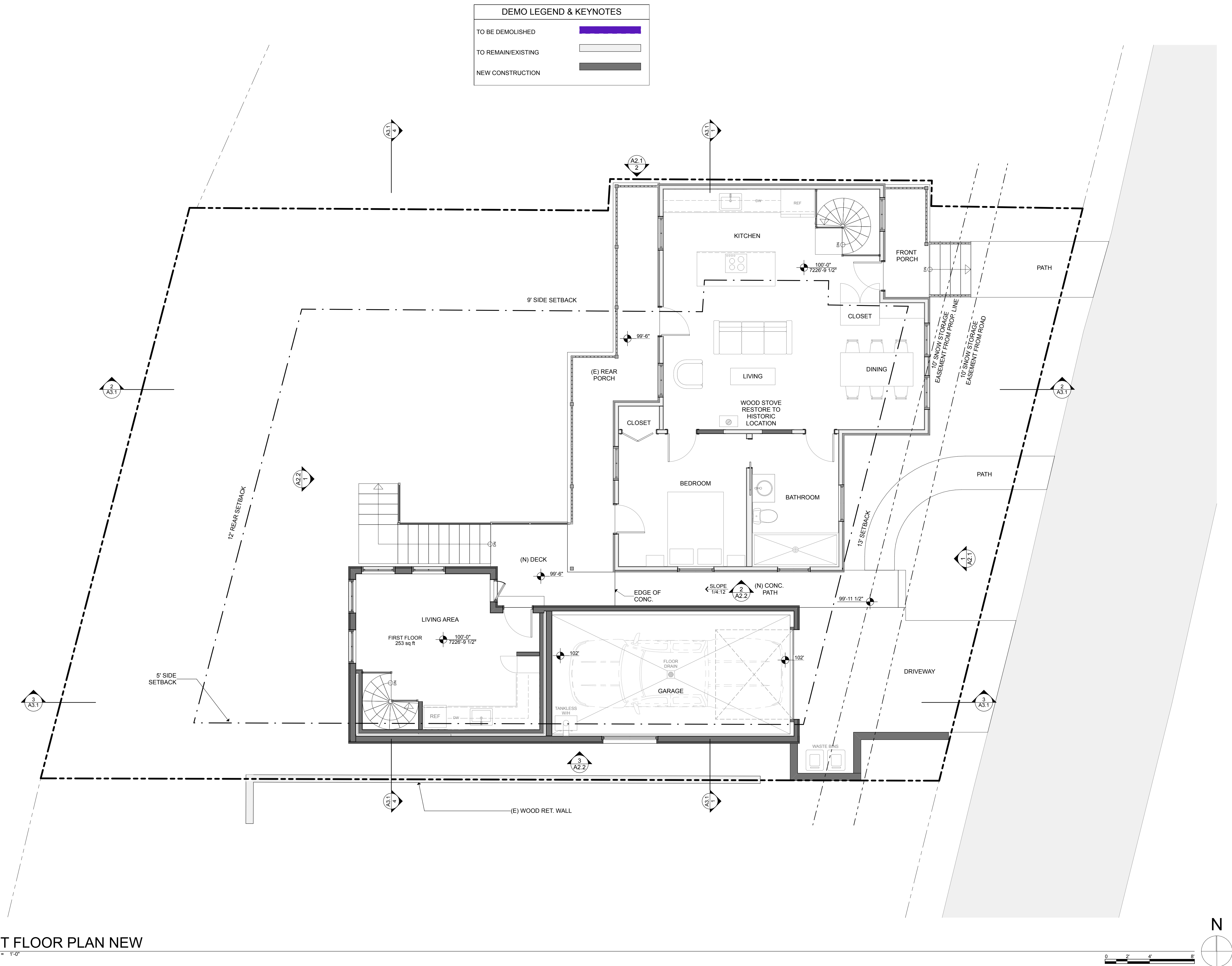
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E: 7/7/25

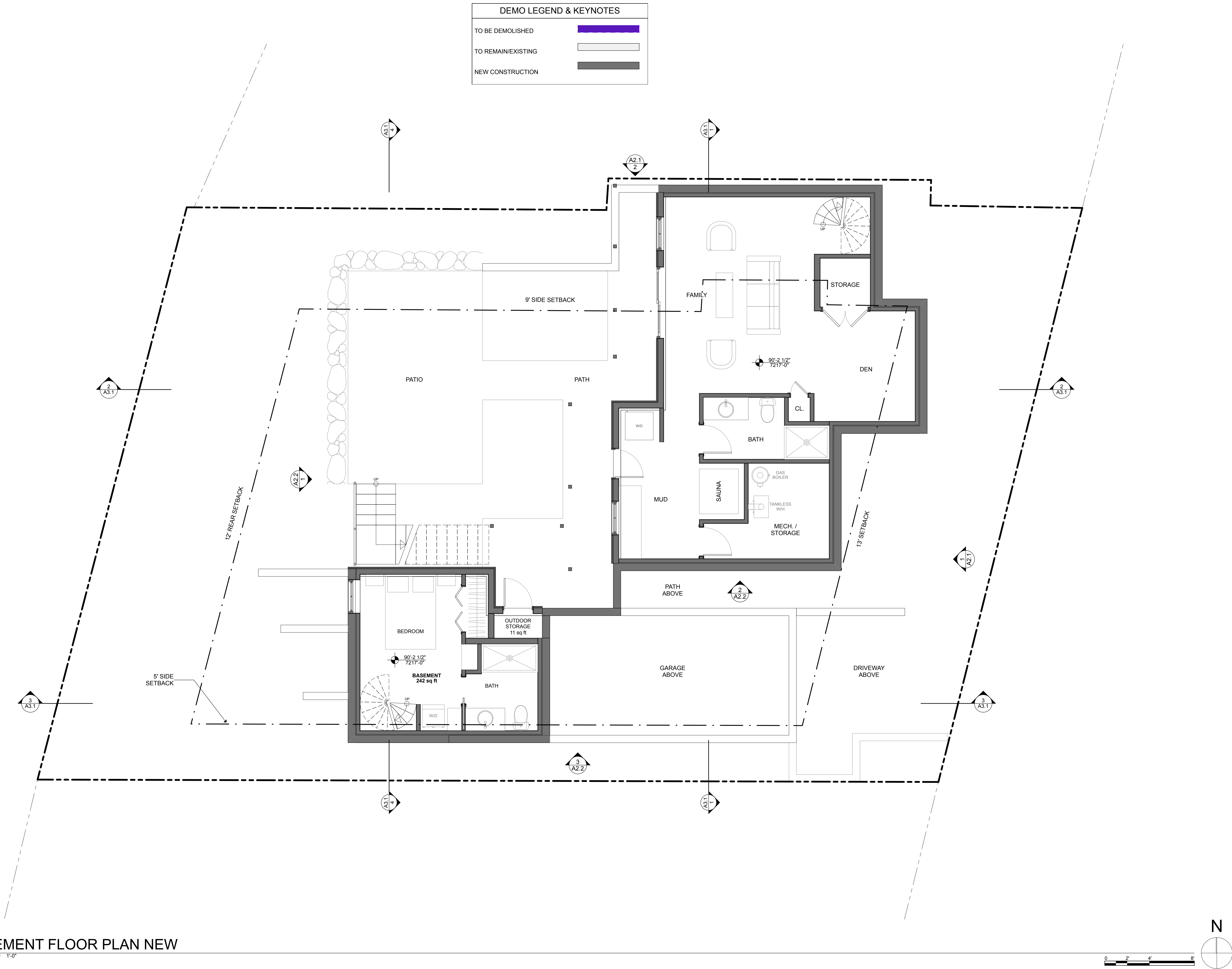
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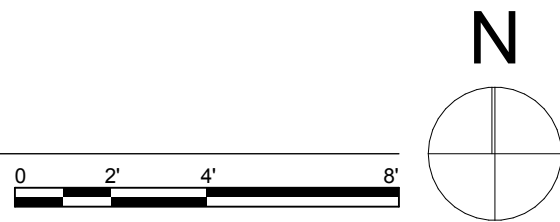
FIRST FLOOR
PLAN (NEW)
A1.2



1 FIRST FLOOR PLAN NEW
SCALE: 1/4" = 1'-0"



1 BASEMENT FLOOR PLAN NEW
SCALE: 1/4" = 1'-0"



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**BASEMENT
FLOOR PLAN
(NEW)**

A1.3

Page 35 of 207



3D OVERVIEW - NORTHWEST BIRD'S EYE VIEW



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A1.4

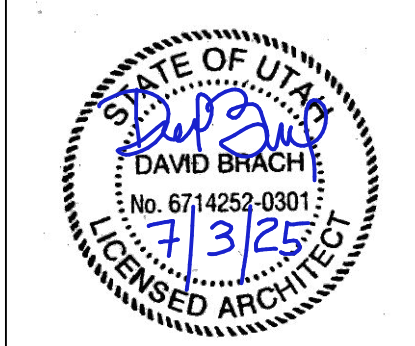


3D OVERVIEW - EAST ELEVATION



18' MAX HEIGHT
ABOVE EXISTING
GRADE FOR
ACCESSORY
BUILDING

BULK CONFORMANCE DIAGRAM



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BULK
CONFORMANCE
DIAGRAM
A1.6



BULK CONFORMANCE DIAGRAM

Bd

ARCHITECTURE

STATE OF UTAH

DAVID BRACH

No. 6714252-0301

7/3/25

LICENSED ARCHITECT

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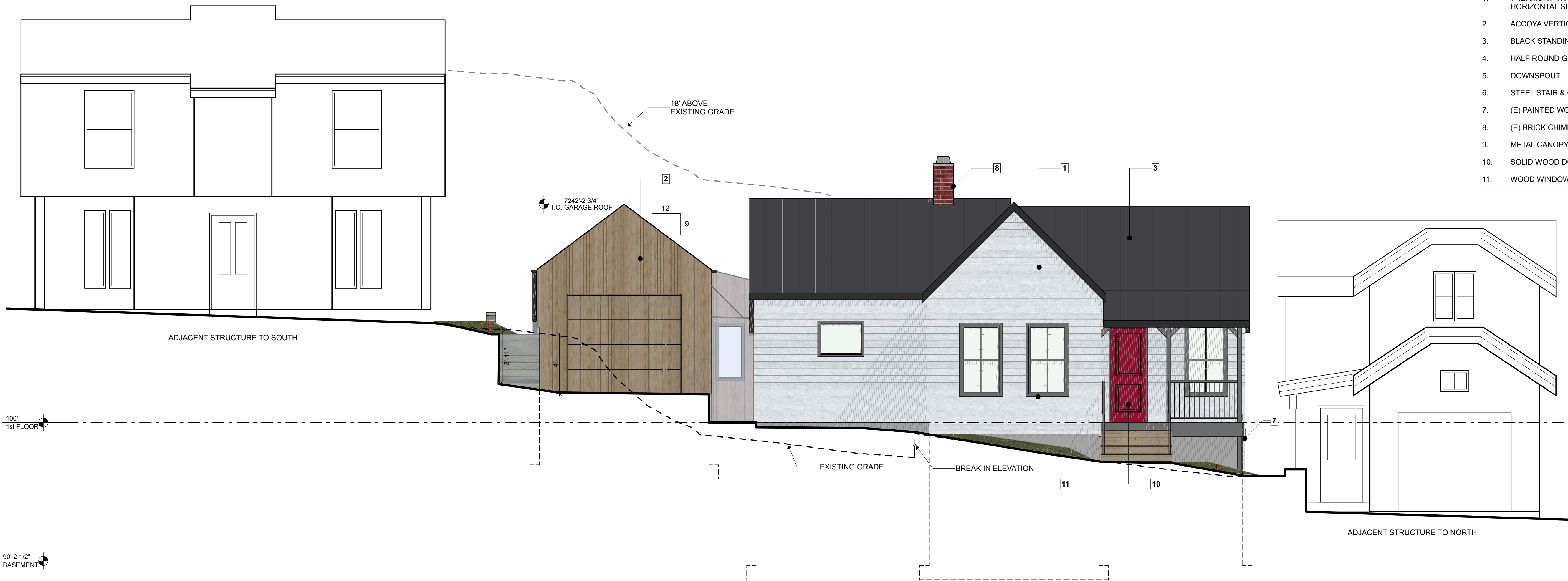
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SCALE: AS NOTED IN DRAWING

BULK
CONFORMANCE
DIAGRAM

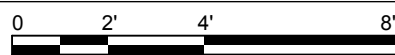
A1.7

Page 39 of 207

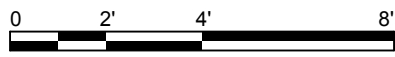


ELEVATION KEYNOTES	
1.	THERMORY VIVID OPAQUE THERMO-SPRUCE HORIZONTAL SIDING, RAL-7045 COLOR
2.	ACCOYA VERTICAL SIDING
3.	BLACK STANDING SEAM METAL ROOF
4.	HALF ROUND GUTTER
5.	DOWNSPOUT
6.	STEEL STAIR & GUARDRAIL
7.	(E) PAINTED WOOD PORCH TO REMAIN
8.	(E) BRICK CHIMNEY TO REMAIN
9.	METAL CANOPY
10.	SOLID WOOD DOOR, TYP.
11.	WOOD WINDOW, TYP.

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

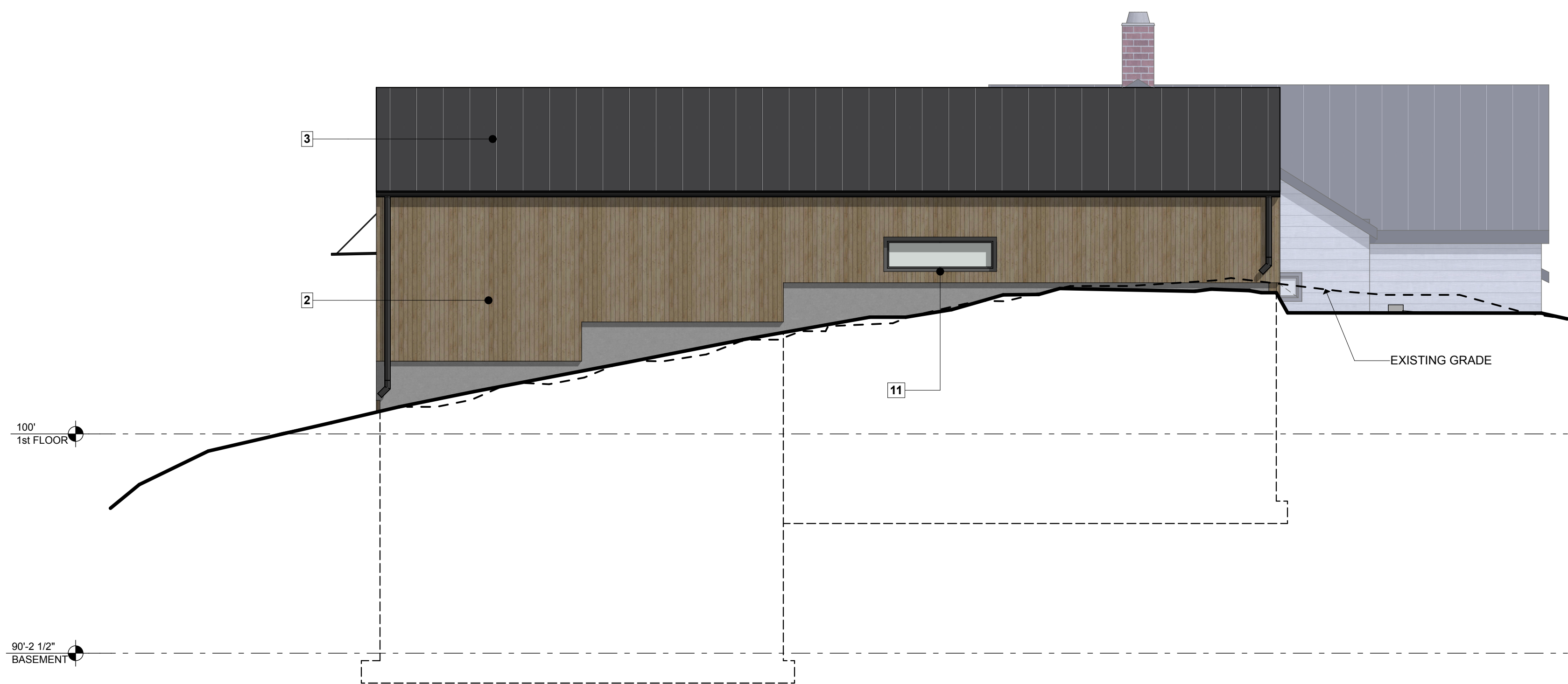
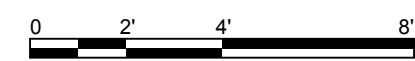


2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

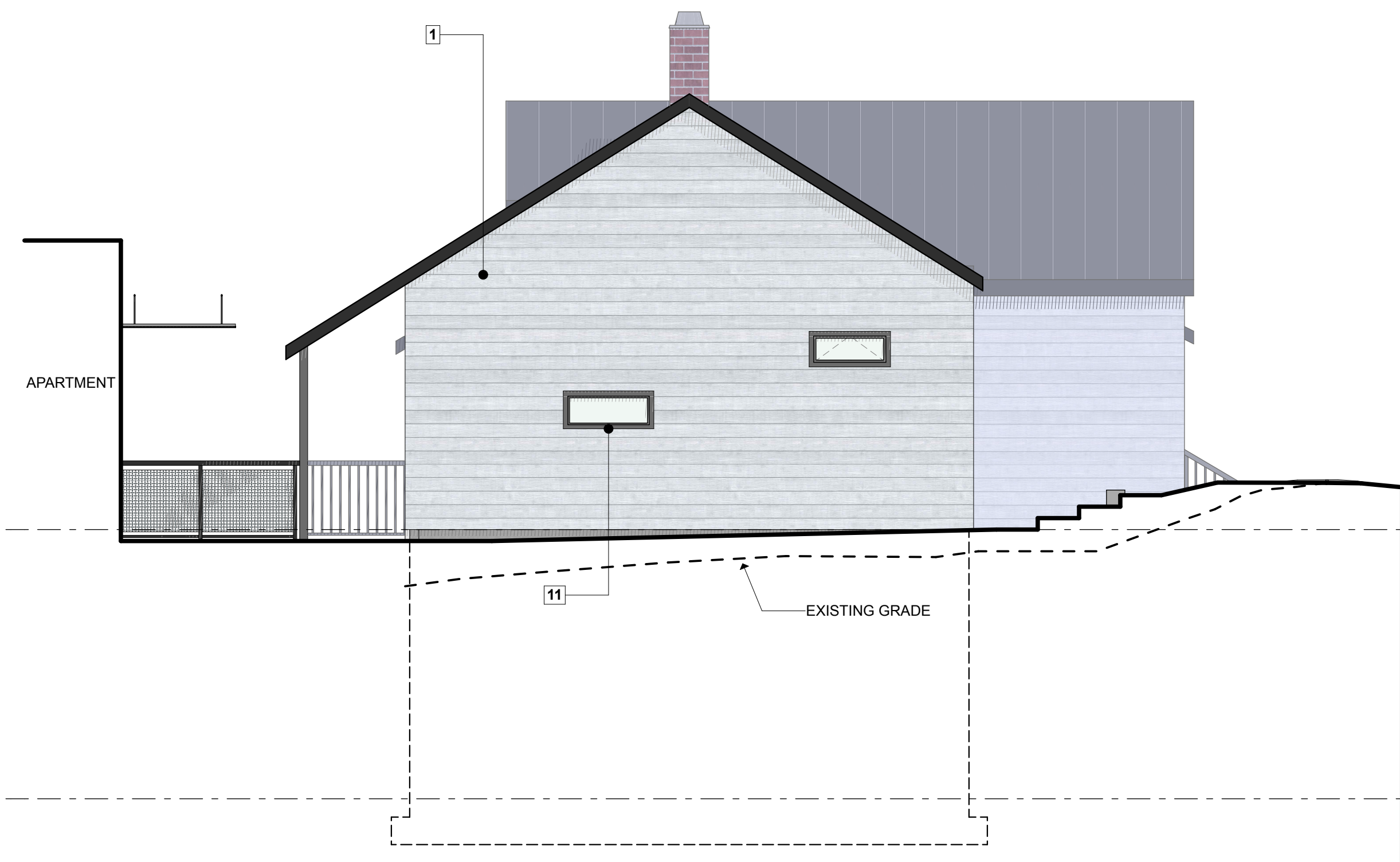
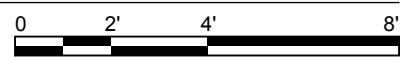




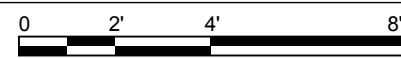
1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



3 SOUTH ELEVATION (GARAGE / ADU)
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION (HOUSE)
SCALE: 1/4" = 1'-0"



ELEVATION KEYNOTES	
1.	THERMORY VIVID OPAQUE THERMO-SPRUCE HORIZONTAL SIDING, RAL-7045 COLOR
2.	ACCOYA VERTICAL SIDING
3.	BLACK STANDING SEAM METAL ROOF
4.	HALF ROUND GUTTER
5.	DOWNSPOUT
6.	STEEL STAIR & GUARDRAIL
7.	(E) PAINTED WOOD PORCH TO REMAIN
8.	(E) BRICK CHIMNEY TO REMAIN
9.	METAL CANOPY
10.	SOLID WOOD DOOR, TYP.
11.	WOOD WINDOW, TYP.



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PARK CITY, UT 84060

REVISION#: REVISION DATE:

PROJECT NO:

DATE: 7/7/25

DRAWN BY:

SCALE: AS NOTED IN DRAWING

NEW
ELEVATIONS
A2.2

PROPOSED SIDING FOR EXISTING BARRETT HOUSE

← [Back to products list](#)

Thermory Vivid Opaque
thermo-spruce C24

Selected Color



Ral-7045



APPLICATION

Coated cladding
Cladding

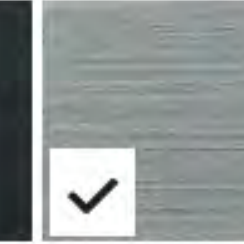
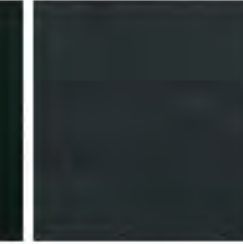
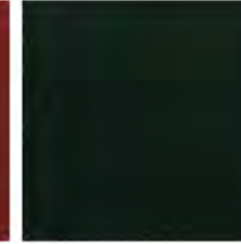
WOOD

Spruce

THERMAL
MODIFICATION

Intense

CHOOSE COLOR





PROPOSED SIDING FOR NEW ACCESSORY BUILDING



accoya

Q Search

APPLICATIONS

WOOD SIDING





Bd

ARCHITECTURE

STATE OF UT
DAVID BRACH
No. 6714252-0301
7/3/25
LICENSED ARCHITECT

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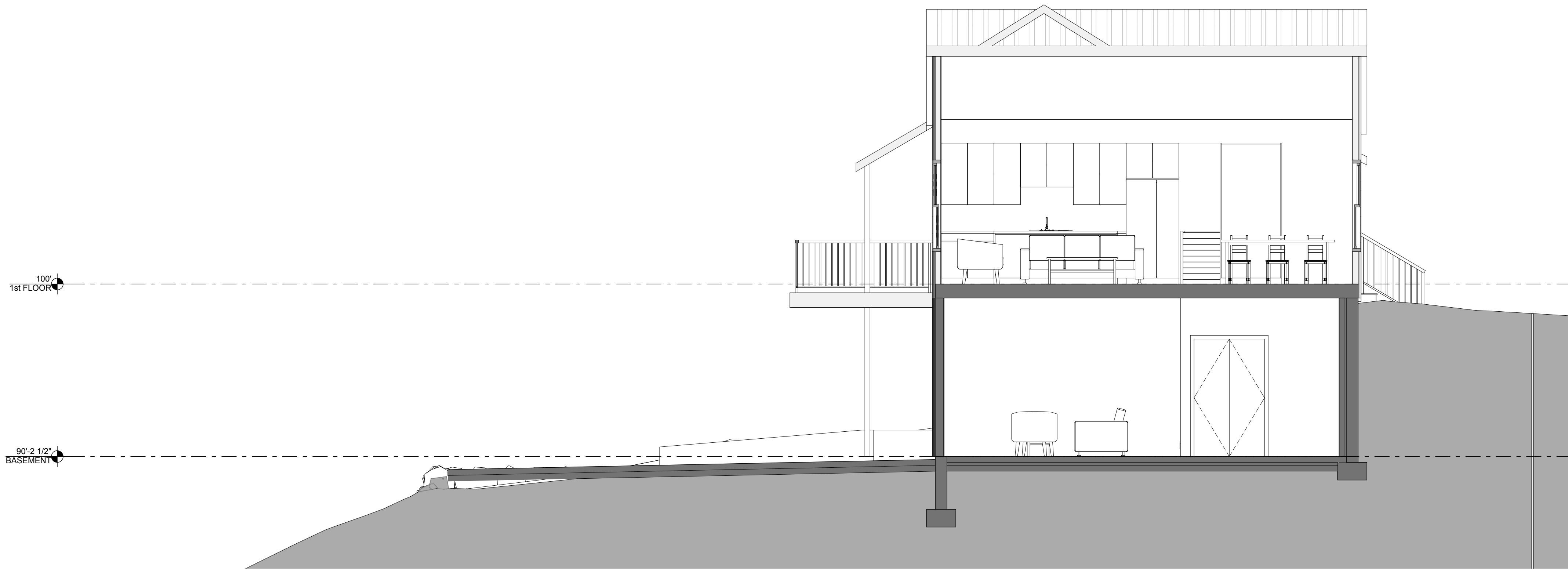
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PROPOSED
MATERIALS
A2.3

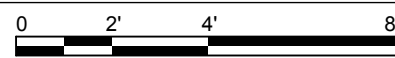
Page 42 of 207



1 NS BUILDING SECTION
SCALE: 1/4" = 1'-0"

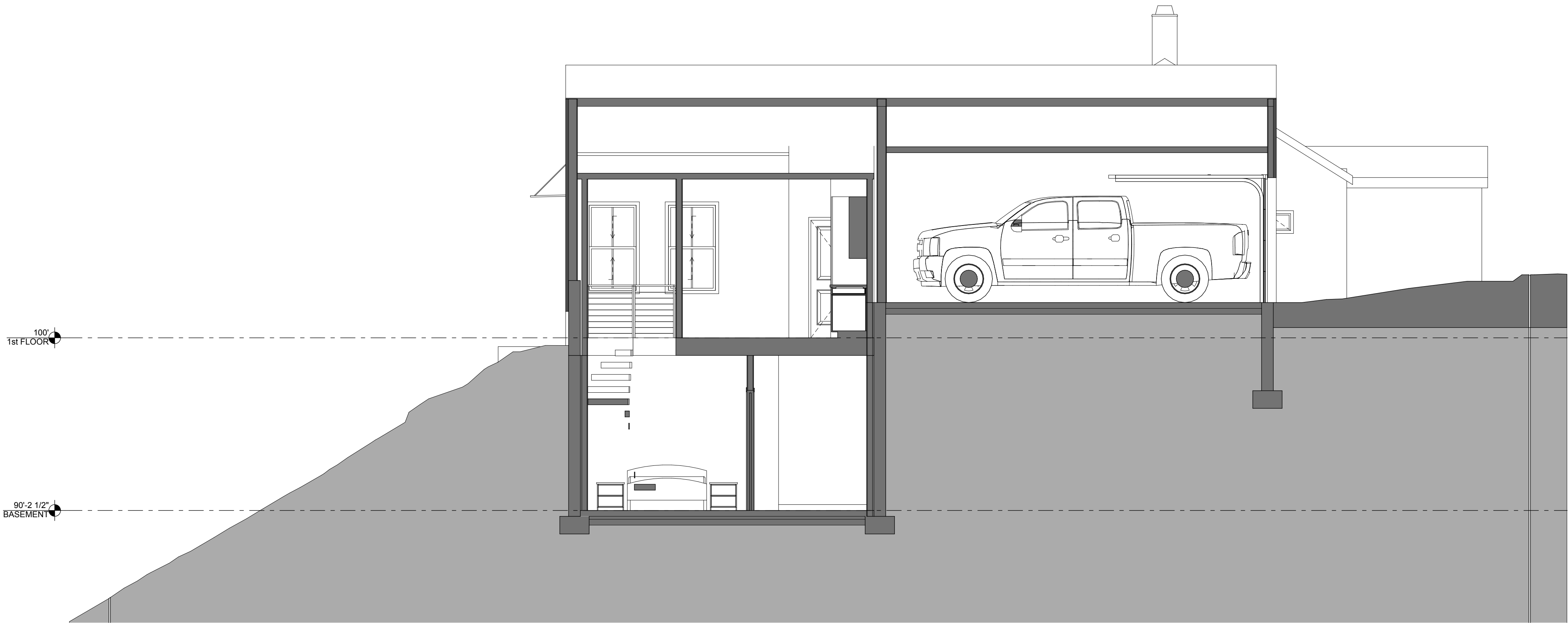
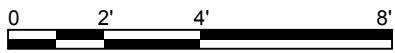


2 EW BUILDING SECTION
SCALE: 1/4" = 1'-0"

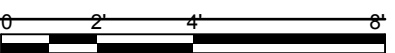




2 NS BUILDING SECTION
SCALE: 1/4" = 1'-0"



1 EW BUILDING SECTION
SCALE: 1/4" = 1'-0"



STREET (EAST) VIEW OF PROPOSED GARAGE



REAR (WEST) VIEW OF PROPOSED GARAGE / ACCESSORY BUILDING



Bd

ARCHITECTURE

STATE OF UTAH

DAVID BRACH

731258

731258

731258

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DATE: 7/7/25

DRAWN BY:

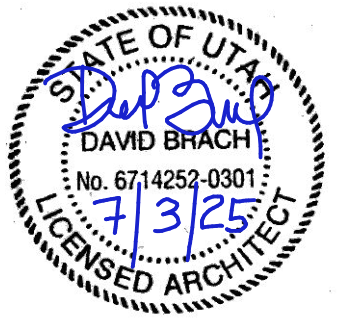
SCALE: AS NOTED IN DRAWING

CONTEXTUAL
ANALYSIS

A4.2

Page 46 of 207

A scenic view of a mountain town with houses built into a hillside. In the foreground, the roof of a large white house with a dark blue metal roof is visible. The roof has several chimneys and a small window. In the middle ground, a dark blue house with a white roof and a balcony is visible. The house has a prominent chimney and a small window. The background shows a steep hillside covered in trees and shrubs, with more houses visible in the distance. The sky is clear and blue.



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REVISION DATE:

PROJECT NO:

E: 7/7/25

DRAWN BY:

SCALE: AS NOTED IN DRAWING

CONTEXTUAL ANALYSIS

A4.3

VIEW FROM SAMPSON AVE.



REVISION#:	REVISION DATE:

PROJECT NO:
DATE: 7/7/25
DRAWN BY:
SCALE: AS NOTED IN DRAWING

Lillian Zollinger

From: [REDACTED]
Sent: Thursday, June 26, 2025 12:47 PM
To: Lillian Zollinger
Subject: [External] PL-24-06186

Warning: Replies to this message will go to [REDACTED]. If you are unsure this is correct please contact the helpdesk.

[CAUTION] This is an external email.

Hello,

I participated in today's conference call. I expressed 2 concerns:

- Under Specific Regulations 1 d) What will the retaining wall between my property (44 Prospect) and 36 Prospect be made from?
- Conditions of Approval #8. I would like to review the "language regarding the method of protecting structures during construction".

My concern is ground movement during construction. Ground movement and settlement could result in damage to my home, up to and including slipping down the hill.

Will my concerns be addressed?

Len Pearson

I'm writing in opposition to the proposed changes to 36 Prospect.

From a code perspective, although the staff report concluded that the property is exempt from parking requirements, it erroneously states the following:

“(III) The proposal to construct an addition and detached garage and Accessory Building complies with the criteria outlined in LMC Chapter 15-3, Off-Street Parking.

LMC § 15-3-6(A) requires two parking spaces for a SFD. Pursuant to LMC § 15-2.2-4, “[a]dditions to Historic Buildings and/or Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or Accessory Building [sic*].” While parking is not required for the Landmark Historic Site, the Applicant proposes one garage Parking Space that is 11 feet by 21 feet.”

*This is a typo. LMC § 15-2.2-4 says Accessory Apartment, not Accessory Building. The full code:

15-2.2-4 Existing Historic Buildings And/or Structures

Significant and Landmark Historic Sites that exceed the maximum Lot Area, and Historic Buildings and/or Structures that do not comply with Building Footprint, Building Height, Building Setbacks, Off-Street parking, and driveway location standards are valid Non-Complying Structures. Additions must comply with Building Setbacks, Building Footprint, driveway location standards and Building Height. **Additions to Historic Buildings and/or Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or Accessory Apartment.** All Conditional Uses proposed on the Site, excluding Development on a Steep Slope, shall comply with parking requirements of Chapter 15-3.

15-3-6 Parking Ratio Requirements For Specific Land Use Categories

RESIDENTIAL USES. Off-Street parking shall be provided for each land Use as listed in this section, in the Parking Ratio Requirements tables. When applying the tables, the parking requirements stated for each Use, or combination of Uses, applies to each Dwelling Unit within the Structure. Specific Uses, and the related parking ratio requirements are also shown below: Also refer to 15-15 Definitions for clarification of Uses.

1. **CALCULATION OF SPACES.** If a project incorporates two Uses, the Use requiring higher number of Parking Spaces shall govern. Whenever the calculation results in a fractional number, the number of spaces required must be rounded up to the next whole number.

Accessory Apartment: 1 per bedroom

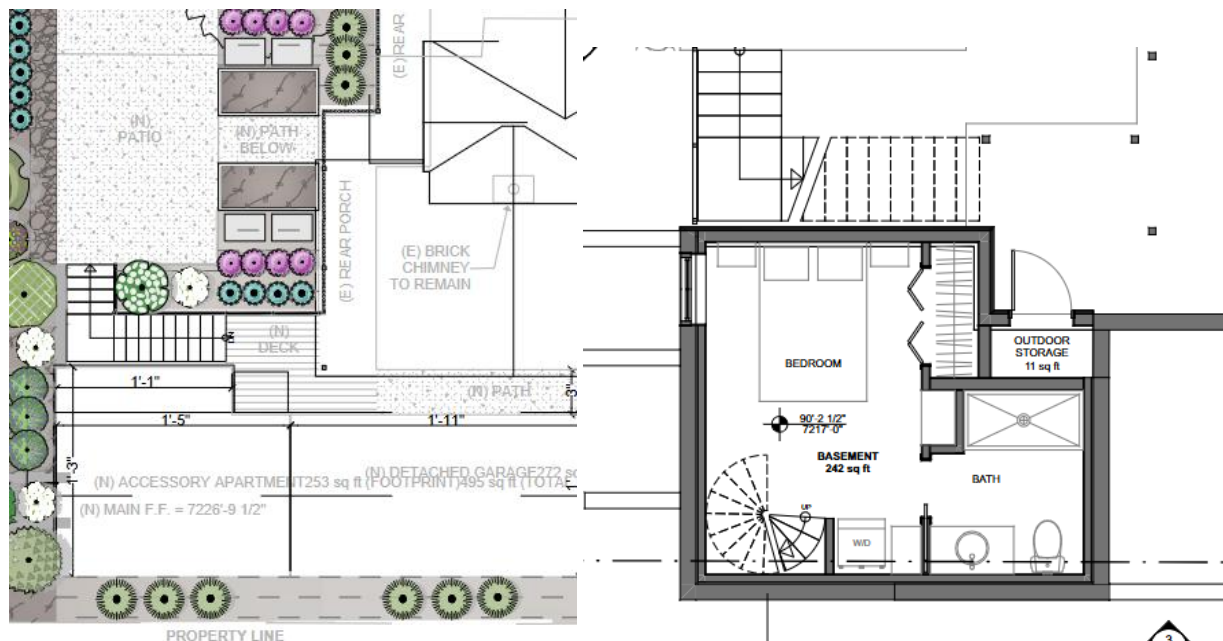
Lockout Unit: 1 per bedroom

Single Family Dwelling: 2 per Dwelling Unit

Secondary Living Quarters: 1 per bedroom in addition to requirements for primary residence

Guest House: 1 per Unit

Though the Conditional Use Permit clarifies that they cannot build an Accessory Apartment, Exhibit B still shows an apartment layout with bedroom, kitchen, and bathroom on pages 11 and 12, and it is labeled “Accessory Apartment” on page 8 (see below). Parking on Prospect Avenue has always been a challenge – the road is extremely steep and only wide enough for one car to drive at a time. Many properties have inadequate parking and tenants must jockey for the public parking spots. I don’t see driveway distance on the documents, but all descriptions of the driveway suggest it’s too short to tandem park. I am supportive of the applicant’s attempt to provide an accessory apartment that, if legal, would be required by code to host long-term renters only -- although the house as it currently stands has more bedrooms than the proposed renovation with accessory apartment, so I’m more supportive of keeping it closer to its current state. Nonetheless, by my understanding, the proposed addition does not meet the parking requirements. 36 Prospect currently has off-street parallel parking for two vehicles in front of the house.



It is also confusing to me that the Setback requirement would not apply to the basement addition. The existing structure is Valid Non-Compliant, but as stated above: “Additions must comply with Building Setbacks, Building Footprint, driveway location standards and Building Height.” The existing structure may be exempt, but the basement addition is not.

The Barrett House has remained virtually unchanged for 136+ years, which is remarkable and an increasingly rare quality in Park City. It has been kept in livable condition and rented to members of the community for decades, going back at least four owners, including the current owner. It is a Landmark Historic Site, and we have countless checks and balances in the LMC and Municipal Code that give the ability to protect this. During the Historic Preservation Board hearing, there was a debate as to whether a rear structure was the historic outbuilding present on Sanborn documents, or a modern addition. The applicant argued that it was clearly not of historic significance because

the studs, insulation, siding, and roofing were new. Won't this be exactly the case after renovating the main house? After replacing the siding, roof, windows, internal layout, height, foundation, and so on, I'm not sure how it will be argued that it is still a Landmark property.

I apologize if I've misunderstood any aspects of the code or the purview of the board. Thank you for considering my comments.



Planning Department Staff Report



Subject: PCA-S-98-PCMR-1
Payday Ski Patrol Hut
Application: PL-25-06535
Author: Jaron Ehlers, Planner I
Date: July 17, 2025
Type of Item: Administrative Conditional Use Permit

Recommendation

(I) Review the proposed Administrative Conditional Use Permit (ACUP) for a replacement Ski-related Accessory Building – Payday Ski Patrol Hut, (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: VR CPCP Holdings Inc.
Donald Frobey, Applicant Representative

Location: PCA-S-98-PCMR-1, Top of the Payday Lift

Zoning District: Recreation And Open Space, Sensitive Land Overlay

Adjacent Land Uses: Ski Resort

Reason for Review: The Planning Director reviews and takes Final Action on ACUPs.¹

ACUP	Administrative Conditional Use Permit
LMC	Land Management Code
MPD	Master Planned Development
PCMR	Park City Mountain Resort
ROS	Recreation and Open Space
SLO	Sensitive Land Overlay

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

Summary

The Applicant proposes to replace an existing 122-square-foot Ski-related Accessory Building with a 205-square-foot prefabricated Building near the top of the Payday Lift on metes-and-bounds parcel PCA-S-98-PCMR-1. The existing and proposed use is for the Payday Ski Patrol Hut at Park City Mountain Resort (PCMR) in the Recreation and

¹ LMC [§ 15-1-8\(E\)](#)

Open Space (ROS) Zoning District and Sensitive Land Overlay (SLO), within the PCMR Master Planned Development (MPD).

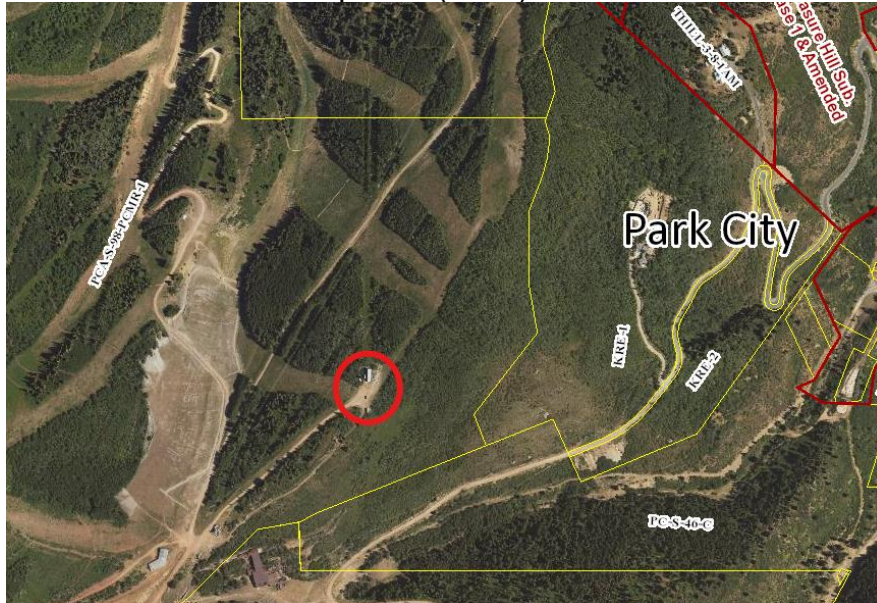


Figure 1: Payday Lift and the Ski Patrol Hut circled in red within the greater area of PCMR. Image taken from Summit County Parcel Viewer.

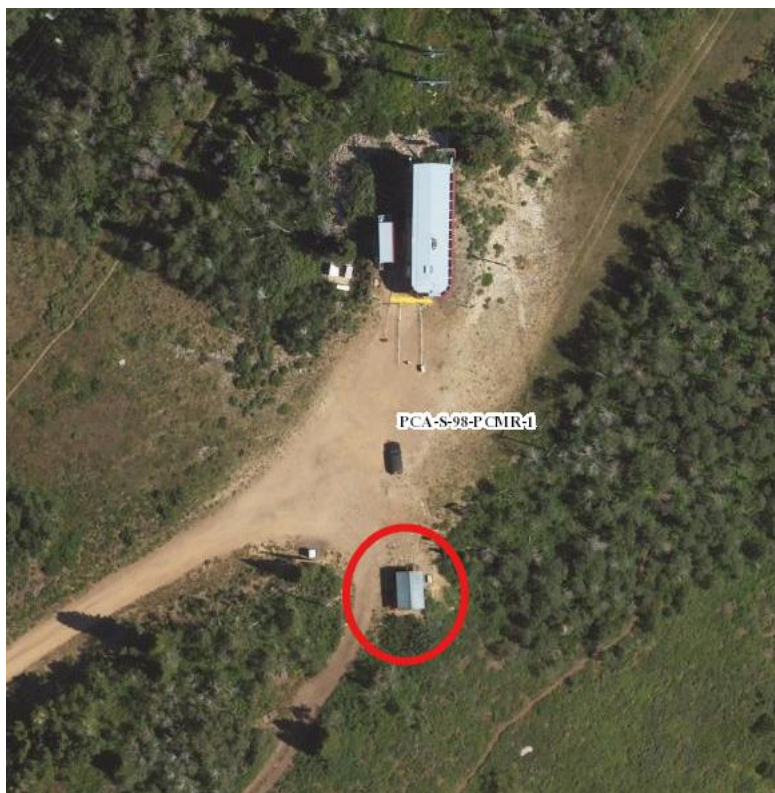


Figure 2: Image taken from Summit County Parcel Viewer with Planning Staff edit showing the location of the Structure compared to Payday Lift.

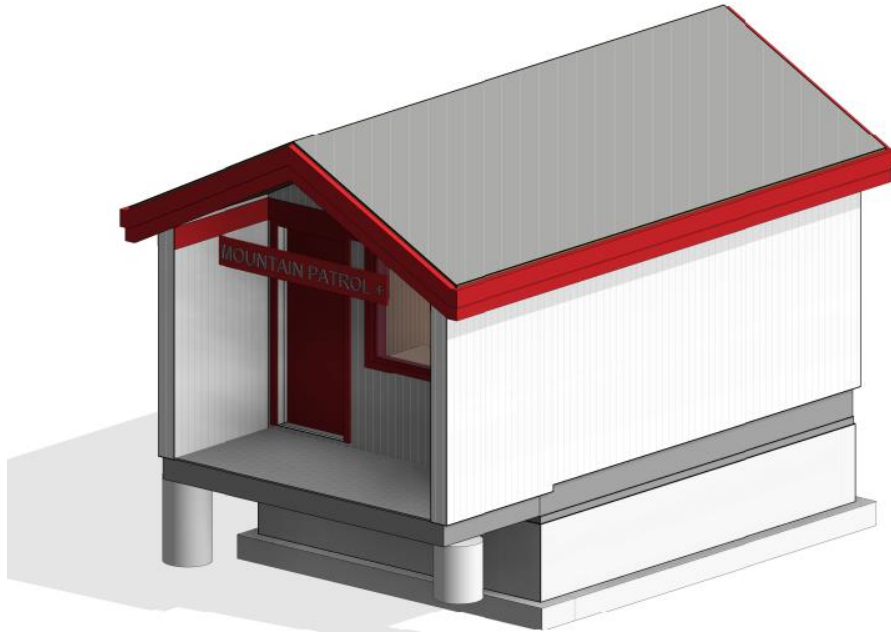


Figure 3: Rendering of proposed Structure provided by Applicant (Attachment 1).

Background

The Payday Ski Patrol Hut and the adjacent Payday Lift are on land originally incorporated with the City in 1884. Much of the surrounding area in PCMR was later annexed.

In July of 1997, the City issued a Building Permit for the relocation of the Payday Lift to where it is currently. In 1997 the location was zoned Estate. “Ski-related Accessory Buildings” were not defined in the 1997 Land Management Code (LMC) and Accessory Buildings were an Allowed Use. The Sensitive Land Overlay (SLO) was regulated in each Zone and through the Master Planned Development code, requiring review when a Conditional Use in the Estate Zone.

On July 21, 1998, a Development Agreement was recorded with Summit County that outlined the PCMR MPD that applied to the areas within City limits. Development Agreement Section 1.F identifies “Mountain Patrol” as a “Resort Accessory Use” and states Mountain Patrol Resort Accessory Uses do not count towards Unit Equivalents or maximum square-footages that are assigned to specific parcels (Exhibit D, p. 4).

On February 1, 2007, the City Council adopted Ordinance No. 07-10 to annex 2,800 acres of PCMR, zoned the area Recreation and Open Space (ROS), rezoned properties already within the City Limits, adopted the existing PCMR MPD, and amended the Flagstaff Development Agreement (Exhibit C). The Payday Lift and Payday Lift Ski Patrol Hut are within an area rezoned from Estate to ROS.

Analysis

(I) The proposal to replace a Ski-related Accessory Building (Payday Lift Ski Patrol Hut) complies with the Recreation and Open Space District requirements outlined in Land Management Code Chapter 15-2.7.

A Ski-related Accessory Building less than 600 square feet requires an ACUP in the ROS Zoning District.² The proposed Payday Ski Patrol Hut is 205 square feet and therefore requires an ACUP. On May 13, 2025, the Applicant filed an ACUP application to replace the existing Payday Lift Ski Patrol Hut. On June 30, 2025, Planning Staff deemed the application complete.

LMC [§ 15-2.7-3](#) establishes all Setbacks for the ROS Zoning District to be 25 feet. The Payday Ski Patrol Hut complies and is approximately 430 feet from the nearest parcel line.

LMC [§ 15-2.7-4](#) establishes the ROS Zone Height to be 28 feet above Existing Grade. The proposed Payday Ski Patrol Hut complies and is 15 feet 7 inches above Existing Grade, slightly more than 12 feet below the Zone Height.

(II) The proposal to replace a Ski-related Accessory Building complies, as conditioned, with the Sensitive Land Overlay requirements outlined in Land Management Code Chapter 15-2.21.

Ski Area Construction and Expansion within the SLO is governed by LMC [§ 15-2.21-7](#). The Applicant must submit a plan detailing the location, alignment, and scope of the proposed project for a Planning Director determination on whether the project will have significant visual and environmental impacts.³

The Applicant must prepare a mitigation plan that modifies the project to mitigate the environmental and visual impact of the project. To the Maximum Extent Feasible,⁴ the design must preserve the natural character of the Sensitive Lands and the mitigation plan must address re-vegetation of disturbed areas and temporary and permanent erosion control measures.

LMC [§ 15-2.21-3\(A\)\(4\)](#) establishes that Ridge Line Areas are depicted on a map, linked here: [Sensitive Land Overlay and Ridge Line Area Map](#). The existing Payday Ski Patrol Hut is within a Ridge Line Area and is proposed to be replaced in the same location.

² LMC [§ 15-2.7-2\(B\)\(5\)](#)

³ LMC [§ 15-2.21-7\(B\)](#)

⁴ LMC [§ 15-15-1](#) defines Maximum Extent Feasible as “The maximum mitigation where no prudent, practical and feasible alternative exists to completely mitigate the adverse impact. Economic considerations may be taken into account but shall not be the overriding factor in determining ‘Maximum Extent Feasible’”.

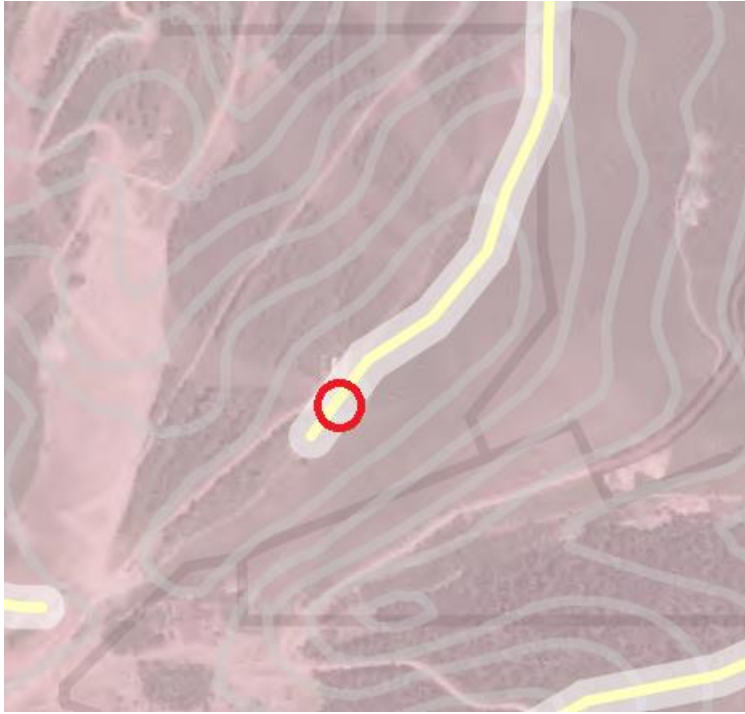


Figure 4: Ridge Lines are shown in yellow. Staff added a red circle showing the approximate location of the Ski-related Accessory Building.

Images of the existing Payday Ski Patrol Hut submitted by the Applicant show that the Structure can be seen from the southeast in the Empire Pass area.



Figure 5: The existing ski patrol hut. Empire Pass can be seen in the background. Photo provided by Applicant (Exhibit B).

The existing Payday Ski Patrol Hut is 14 feet 8 inches in Height from Existing Grade and the proposed replacement is approximately one foot taller at 15 feet 7 inches from Existing Grade. To mitigate visibility, staff recommends Condition of Approval 4 requiring a landscape plan to be submitted with vegetation that will fully screen the Payday Ski Patrol Hut from the southeast in all seasons and Condition of Approval 5 requiring the replacement to be installed no higher than 14 feet 8 inches from Existing Grade.



Figure 6: Google Street View image from Royal Street with the location of Payday Lift shown by the red circle.



Figure 7: Photo taken by Staff from the Mid-Mountain with location of Payday Lift shown in red.



Figure 8: Photo taken by Staff from the Mid-Mountain with location of Payday Lift shown in red

Vegetation that screens the Payday Ski Patrol Hut already exists on the east, west, and south-west sides and from the north it is screened both by the Ridge Line Area and the Payday Lift Station. Condition of Approval 4 requires the Applicant to maintain this vegetation.

(III) The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in Land Management Code Section 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 Director 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 Director 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.⁵

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

The proposed Payday Ski Patrol Hut is in the same location as the existing Structure near the top station of the Payday Lift, allowing ski patrollers access to much of the mountain. Replacing the Payday Ski Patrol Hut in the same location mitigates further site disturbance in the area to Significant Vegetation, Slopes, or Ridge Line Areas.

2. Traffic considerations including capacity of the existing Streets in the Area: *No unmitigated impacts*

The proposed Payday Ski Patrol Hut will provide an improved amenity for the ski patrollers. The Park City [Transportation Impact Study Guidelines](#) require a transportation impact study when a proposed development or redevelopment will generate 25 or more net new vehicle trips during the weekday AM or PM peak hour. The replacement Payday Ski Patrol Hut will not generate additional trips and a transportation impact study is therefore not required.

3. Utility capacity, including Storm Water run-off: *No unmitigated impacts*

The only utility servicing the existing and proposed Structure is electricity. Upgrades are not required.

4. Emergency vehicle Access: *No unmitigated impacts*

As the location will not change, the methods of access by emergency services will not change either. The Development Review Committee reviewed the proposal on May 20, 2025, and confirmed it meets their standards.

5. Location and amount of off-Street parking: *No unmitigated impacts*

LMC [§ 15-3-6](#) does not impose a parking requirement for Ski-related Accessory Buildings.

6. Internal vehicular and pedestrian circulation system: *No unmitigated impacts*

The proposed location is not accessible to passenger vehicles. The location of the Payday Ski Patrol Hut does not impact the existing Bonanza Access and Payday ski runs.

⁵ LMC [§ 15-1-10](#)

7. Fencing, Screening, and landscaping to separate the Use from adjoining Uses: *Condition of Approval Recommended*

No fencing is proposed with this Application.

To mitigate the impacts to Ridge Line views, staff recommends Condition of Approval 4 requiring vegetation to be planted to ensure that the proposed Structure is fully screened from the southeast in all seasons.

No other Landscaping is proposed with this application.

8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots: *No unmitigated impacts*

The proposed Structure is in the same location as the existing Structure and the 83-square-foot addition is minimal.

9. Usable Open Space: *No unmitigated impacts*

The proposed addition of 83 square feet to the Payday Ski Patrol Hut results in an insignificant reduction in PCMR's over 2,800 acres of Open Space.

10. Signs and lighting: *Condition of Approval recommended*

The Applicant proposes to reuse the existing Sign on the replacement Payday Ski Patrol Hut.

The Applicant proposes that the three-sided enclosed deck will have lighting recessed into the roof overhang. The lighting sources will be confined to the roof of the deck.



Figure 7: Rendering provided by the Applicant with the green dot added by the Applicant to show the location of one of the light sources. Another light source is located on the other side of the deck roof.

Staff recommends Condition of Approval 6, which requires all outdoor lighting be down-directed and Fully Shielded, with bulbs 3,000 degrees Kelvin or less.

11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing: *No unmitigated impacts*

The proposed Structure is of a smaller scale than the Payday Lift and is of a similar design – white with red trim.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site: *Conditions of Approval recommended*

The Applicant must comply with the City's noise regulations in Municipal Code of Park City (MCPC) [Chapter 6-3](#).

13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas: *No unmitigated impacts*

The methods of delivery and pickup will not change with the proposed Structure.

14. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities: *No unmitigated impacts*

The ownership of the proposed Structure will not change.

15. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep

Slopes, and appropriateness of the proposed Structure to the existing topography of the Site: *Condition of Approval recommended*

The proposed Payday Ski Patrol Hut is proposed to be installed where the existing Structure stands. It is not within the Park City Soils Ordinance Boundary, there are no known Physical Mine Hazards or Historic Mine Waste, and the Structure is not proposed to be installed on a Steep Slope. Conditions of Approval require screening.

16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however, such review for consistency shall not alone be binding: *No unmitigated impacts*

Objective 9A of the General Plan is to “maintain local recreation opportunities with high quality of service, exceptional facilities, and a variety of options.”⁶ The proposal will allow for an upgrade to a ski patrol facility.

(IV) The Development Review Committee reviewed the proposal on May 20, 2025, and confirmed it meets their standards.⁷

Department Review

The Planning Department and Executive 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 July 3, 2025. Staff mailed courtesy notice to adjacent property owners on July 3, 2025.⁸

Public Input

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

Alternatives

The Planning Director may:

- Approve the ACUP for the Ski-related Accessory Building.
- Deny the ACUP for the Ski-related Accessory Building and direct staff to make Findings for the denial.
- Request additional information and continue the discussion to a date certain.

Exhibits

A: Draft Final Action Letter

⁶ [2014 General Plan Volume 1, Sense of Community](#), pg. 78.

⁷ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney’s Office, Local Utilities including Rocky Mountain Power and Enbridge Gas, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

⁸ LMC [§ 15-1-21](#)

Attachment 1: Proposed Plans
B: Site Photos
C: Ordinance No. 07-10
D: 1998 PCMR MPD Development Agreement



Planning Department

July 17, 2025

VR CPC Holdings Inc.

CC: Donald Frobey, Applicant Representative

NOTICE OF PLANNING DEPARTMENT ACTION

Description

Address: PCA-S-98-PCMR-1

Zoning District: Recreation Open Space
Sensitive Land Overlay

Application: Administrative Conditional Use Permit

Project Number: PL-25-06535

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: July 17, 2025

Project Summary: The Applicant Proposes to Replace the Existing 122-Square-Foot Ski-related Accessory Building with a 205-Square-Foot Ski-related Accessory Building.

Action Taken

On July 17, 2025, the Planning Director conducted a public hearing and approved the Administrative Conditional Use Permit (ACUP) for the Payday Ski Patrol Hut according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Applicant proposes to replace an existing 122-square-foot Ski-related Accessory Building with a 205-square-foot prefabricated Building near the top of the Payday Lift on metes-and-bounds parcel PCA-S-98-PCMR-1.
2. The existing and proposed use is for the Payday Ski Patrol Hut at Park City Mountain Resort (PCMR) in the Recreation and Open Space (ROS) Zoning District and Sensitive Land Overlay (SLO), within the PCMR Master Planned Development (MPD).



Planning Department

3. The Payday Ski Patrol Hut and the adjacent Payday Lift are on land originally incorporated with the City in 1884. Much of the surrounding area in PCMR was later annexed.
4. In July of 1997, the City issued a Building Permit for the relocation of the Payday Ski Patrol Hut to where it is currently.
5. In 1997 the location was zoned Estate.
6. "Ski-related Accessory Buildings" were not defined in the March 1997 LMC. Accessory Buildings were an Allowed Use.
7. The SLO was regulated in each Zone it applied and through the MPD code. It only applied to Conditional Uses in the Estate Zone.
8. On July 21, 1998, a Development Agreement was recorded with Summit County that outlined the PCMR MPD that applied to the areas within City limits. Development Agreement Section 1.F identifies "Mountain Patrol" as a "Resort Accessory Use" and states Mountain Patrol Resort Accessory Uses do not count towards Unit Equivalents or maximum square-footages that are assigned to specific parcels.
9. On February 1, 2007, the City Council adopted Ordinance No. 07-10 to annex 2,800 acres of PCMR, zoned the area Recreation and Open Space (ROS), rezoned properties already within the City Limits, adopted the existing PCMR MPD, and amended the Flagstaff Development Agreement. The Payday Lift and Payday Lift Ski Patrol Hut are within an area rezoned from Estate to ROS.
10. On May 13, 2025, the Applicant filed an Administrative Conditional Use Permit (ACUP) application to replace the existing ski patrol hut.
11. The Development Review Committee reviewed the proposal on May 20, 2025, and confirmed it meets their standards.
12. On June 30, 2025, Planning Staff deemed the Application complete.
13. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 3, 2025. Staff mailed courtesy notice to adjacent property owners on July 3, 2025.
14. The proposal complies with Land Management Code (LMC) Chapter 15-2.5 *Recreation and Open Space District*.
 - a. A Ski-related Accessory Building less than 600 square feet, requires an ACUP in the ROS Zoning District. The proposed Payday Ski Patrol Hut is 205 square feet and therefore requires an ACUP.



Planning Department

- b. LMC § 15-2.7-3 establishes all Setbacks for the ROS Zoning District are 25 feet. The Structure is approximately 430 feet from the nearest parcel line.
 - c. LMC § 15-2.7-4 establishes the ROS Zone Height to be 28 feet above Existing Grade. The proposed Payday Ski Patrol Hut is 15 feet 7 inches above Existing Grade, slightly more than 12 feet below the Zone Height.
15. The proposal complies, as conditioned, with LMC Chapter 15-2.21 *Sensitive Land Overlay*.
- a. Ski Area Construction and Expansion within the SLO is governed by LMC § 15-2.21-7. The Applicant must submit a plan detailing the location, alignment, and scope of the proposed project for a Planning Director determination on whether the project will have significant visual and environmental impacts.
 - b. The Applicant must prepare a mitigation plan that modifies the project to mitigate the environmental and visual impact of the project. To the Maximum Extent Feasible, the design must preserve the natural character of the Sensitive Lands and the mitigation plan must address re-vegetation of disturbed areas and temporary and permanent erosion control measures.
 - c. LMC § 15-2.21-3(A)(4) establishes that Ridge Line Areas are depicted on a map.
 - d. The existing Payday Ski Patrol Hut is within a Ridge Line Area and is proposed to be replaced in the same location .
 - e. Images of the existing Payday Ski Patrol Hut submitted by the Applicant show that the Structure can be seen from the southeast in the Empire Pass area.
 - f. The existing Payday Ski Patrol Hut is 14 feet 8 inches in Height from Existing Grade and the proposed replacement is approximately one foot taller at 15 feet 7 inches from Existing Grade. To mitigate visibility, staff recommends a Condition of Approval requiring a landscape plan to be submitted with vegetation that will fully screen the Payday Ski Patrol Hut from the southeast and a Condition of Approval requiring the replacement to be installed no higher than 14 feet 8 inches from Existing Grade.
 - g. Vegetation that screens the Payday Ski Patrol Hut already exists on the east, west, and south-west sides and from the north it is screened both by the Ridge Line Area and the Payday Lift Station.



Planning Department

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 proposed Payday Ski Patrol Hut is in the same location as the existing Structure near the top station of the Payday Lift, allowing ski patrollers access to much of the mountain.
 - ii. Replacing the Payday Ski Patrol Hut in the same location mitigates further site disturbance in the area to Significant Vegetation, Slopes, or Ridge Line Areas.
 - b. Traffic considerations
 - i. The proposed Payday Ski Patrol Hut will provide an improved amenity for the ski patrollers.
 - ii. The Park City Transportation Impact Study Guidelines require a transportation impact study when a proposed development or redevelopment will generate 25 or more net new vehicle trips during the weekday AM or PM peak hour.
 - iii. The location is not accessed by a road nor is a road proposed as part of this application. This means no trips will be generated and a transportation impact study is not required.
 - c. Utility capacity
 - i. The only utility servicing the existing and proposed Structure is electricity. Upgrades are not required.
 - d. Emergency vehicle access
 - i. As the location will not change, the methods of access by emergency services will not change either.
 - ii. The Development Review Committee reviewed the proposal on May 20, 2025, and confirmed it meets their standards.
 - e. Off-Street parking
 - i. LMC § 15-3-6 does not impose a parking requirement for Ski-related Accessory Buildings.
 - f. Internal vehicular and pedestrian circulation system
 - i. The proposed location is not accessible to passenger vehicles.
 - ii. The location of the Payday Ski Patrol Hut will not shift into the existing Bonanza Access and Payday ski runs.
 - g. Fencing, Screening, and landscaping
 - i. No fencing is proposed.



Planning Department

- ii. To mitigate the impacts to Ridge Line views, staff recommends requiring vegetation to be planted to ensure that the proposed Structure is fully screened from the southeast.
 - iii. No other Landscaping is proposed with this application.
- h. Building mass, bulk, and orientation
 - i. The proposed Structure is in the same location as the existing Structure and the 83-square-foot addition is minimal.
- i. Useable Open Space
 - i. The proposed addition of 83 square feet to the Ski-related Accessory Building results in an insignificant reduction in PCMR's over 2,800 acres of Open Space.
- j. Signs and lighting
 - i. The Applicant proposes to reuse the existing Sign on the existing Structure.
 - ii. The Applicant proposes that the three-sided enclosed deck will have lighting recessed into the roof. The lighting sources will be confined to the roof of the deck.
 - iii. Staff recommends requiring all outdoor lighting be down-directed and fully shielded, with bulbs 3000 degrees Kelvin or less.
- k. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing
 - i. The proposed Structure is of a smaller scale than the Payday Lift and is of a similar design – white with red trim.
- l. Noise, vibration, odors, steam, or other mechanical factors
 - i. The Applicant must comply with the City's noise regulations in Municipal Code of Park City (MCPC) Chapter 6-3.
- m. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas
 - i. The methods of delivery and pickup will not change with the proposed Structure.
- n. Expected ownership
 - i. The ownership of the proposed Structure will not change.
- o. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site



Planning Department

- i. The proposed Payday Ski Patrol Hut is proposed to be installed where the existing Structure stands.
- ii. It is not within the Park City Soils Ordinance Boundary, there are no known Physical Mine Hazards or Historic Mine Waste, and the Structure is not proposed to be installed on a Steep Slope .
- iii. Conditions of Approval require screening due to its location within a Ridge Line Area.
- p. Review for consistency with the goals and objectives of the Park City General Plan
 - i. Objective 9A of the General Plan is to “maintain local recreation opportunities with high quality of service, exceptional facilities, and a variety of options.” The proposal will allow for an upgrade to a ski patrol facility.

Conclusions of Law

1. The proposal complies with LMC Chapter 15-2.7 *Recreation And Open Space District*, Chapter 15-2.21 *Sensitive Land Overlay*, and Section 15-1-10(E) *Conditional Use Permits*.
2. The Use will be compatible with surrounding Structures in use, scale, mass, and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. 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. Vegetation complying with the City’s waterwise landscaping and wildland-urban interface requirements must be planted by the Applicant to fully screen the proposed Building from the southeast in all seasons. Existing vegetation screening the Ski-related Accessory Building must be maintained.



Planning Department

5. The proposed Building must be installed so that is no higher than 14 feet 8 inches from Existing Grade.
6. All outdoor 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.

If you have questions or concerns regarding this Final Action Letter, please call (435) 615-5058 or email jaron.ehlers@parkcity.gov.

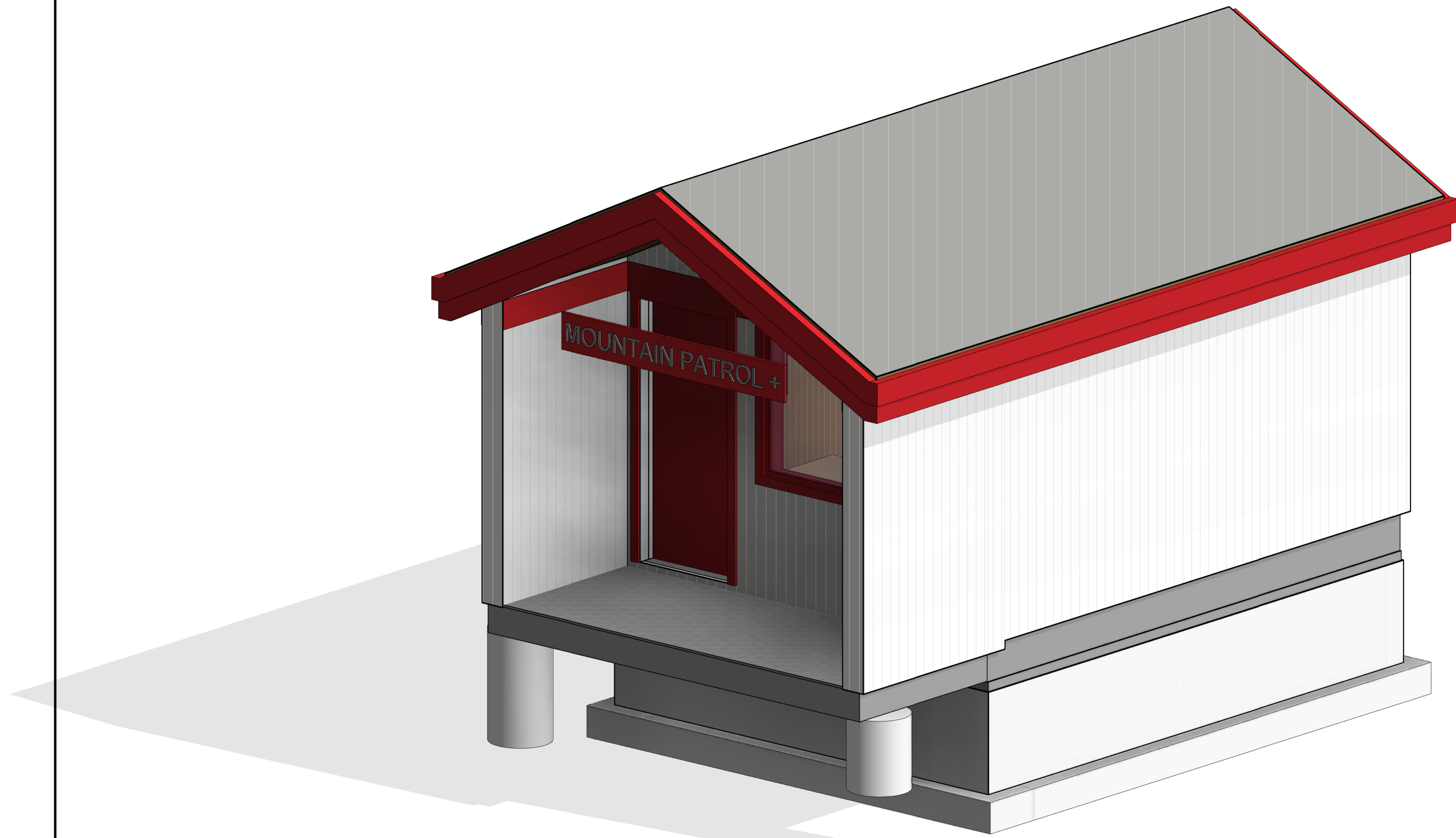
Sincerely,

Rebecca Ward
Planning Director

CC: Jaron Ehlers

Attachment 1: Approved Plans

PROJECT IMAGERY



PARK CITY SKI PATROL

12' - 6" SKI HUT MODULE

PROJECT TEAM

ARCHITECTURE/INTERIORS
359 DESIGN
3630 W. OSAGE ST.
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STRUCTURAL
MCNEIL ENGINEERING
SANDY, UT
CONTACT: MATT ROBLEZ
MCNEILENGINEERING.COM

DRAWING ABBREVIATIONS

AB	ANCHOR BOLT	MEM	MEMBRANE
ACT	ACCTUAL TILE CEILING	MFR	MANUFACTURER
ACU	ABOVE FINISH FLOOR	MR	MINIMUM
ALUM	ALUMINUM	MIN	MOISTURE RESISTANT
APPROX	ACCESS PANEL	MTL	METAL
ARCH	APPROXIMATE	NC	NOT IN CONTRACT
ASSOC	ARCHITECTURE	NO	NUMBER
BD	ASSOCIATED	NOM	NOMINAL
BLDG	BOARD	NTS	NOT TO SCALE
BLK	BUILDING	OA	OVERALL
BO	BOTTOM OF	OAM	OVERALL MASONRY
BOT	BOTTOM	OC	ON CENTER
BRG	BEARING	OH	OVERHEAD
BSMT	BASEMENT	ORD	OVERLAP ROOF DRAIN
CJ	CONTROL JOINT	OS	OVERFLOW SCUPPER
CLS	CENTERLINE	OPG	OPENING
CLR	CLEAR	OPJO	OWNER PROVIDED OWNER
CMU	CONCRETE MASONRY UNIT	IPCI	OWNER PROVIDED CONTRACTOR
COLU	COLUMN	INSTALLED	
CONC	CONCRETE	PC	PRECAST
CONT	CONTINUOUS	PF	PREFINISHED
COVR	COVER	PJ	PANEL JOINT
CPT	CARPET	PL	PLATE
CT	CERAMIC TILE	PLAM	PLASTIC LAMINATE
CTR	CENTER	PLMG	PLUMBING
DE	DETENTION EQUIPMENT CONTRACTOR	PNL	PANEL
DET	DETENTION	PT	PRESSURE TREATED
DEMO	DEMOLITION	PTD	PAPER TOWEL DISPENSER
DI	DIAMETER	REINF	REINFORCED
DIM	DIMENSION	REQ	REQUIRED
DF	DRINKING FOUNTAIN	REV	REVISED
DGB	DETENTION GRAB BAR	RD	ROOF DRAIN
DR	DOOR	RM	ROOM
DWG	DRAWING	RO	ROUGH OPENING
EACH	EACH	SAP	SECURE PANEL ACCESS
EJ	EXPANSION JOINT	SC	SEALED CONCRETE
ELEC	ELECTRICAL	SCHED	SCHEDULED
ELEV	ELEVATOR	SEC	SECURITY
EQ	EQUAL	SECT	SECTION
EQUIP	EQUIPMENT	SH	SHEET
ER	EPOXY RESIN	SHWR	SHOWER
EXT	EXTERIOR	SK	SINK
FD	FLOOR DRAIN	SPEC	SPECIFICATIONS
FDN	FOUNDATION	SS	STAINLESS STEEL
FE	FIRE EXTINGUISHER	STL	STEEL
FF EL	FINISH FLOOR ELEVATION	STIF	STIFFENER
FIN	FINISH	STRUC	STRUCTURAL
FRT	FIRE RESISTANT TREATED	T&G	TONGUE AND GROOVE
FLR	FLOOR	TO	TOP OF
FS	FOOD SERVICE	TOP	TOP OF FOOTING
FT	FOOT	TPH	TOILET PAPER HOLDER
FTG	FOOTING	TS	TUBE STEEL
FUTURE	FUTURE	TYPI	TYPICAL
GAGE	GUAGE	UNO	UNLESS NOTED OTHERWISE
GC	GENERAL CONTRACTOR	VAR	VARIABLES
GLGL	GLASS	VB	VAPOR BARRIER
GR	GRADE	VCT	VINYL COMPOSITE TILE
GYP BD	GYPSPUM BOARD	VERT	VERTICAL
HC	HOLLOW CORE	VIF	VERIFY IN FIELD
HT	HEIGHT	VT	VINYL TILE
HM	HOLLOW METAL	VTR	VENT THROUGH ROOF
HORIZ	HORIZONTAL	VWC	VINYL WALL COVERING
INSUL	INSULATION	W	WITH
JAN	JANITOR	WC	WATER CLOSET
JST	JOIST	WOOD	WOOD
LAV	LAVATORY	WDW	WINDOW
MAX	MAXIMUM	WTP	WATERPROOF
MECH	MECHANICAL	WT	WALL TYPE
		WWF	WELDED WIRE FABRIC

SYMBOLS

ROOM NAME XXXXX	ROOM NAME/NUMBER
	EXISTING COLUMN CENTERLINE
	COLUMN CENTERLINE
	ACCESSORY
	DEMOLITION NUMBERED NOTES
	BUILDING WALL SECTION
	ELEVATION
	SECTION DETAIL
	PLAN, BLOW-UP DETAIL
	CEILING HEIGHT
	PARTITION TYPE WITH NO SOUND ATTENUATION
	PARTITION TYPE WITH SOUND ATTENUATION
	BUILDING EXPANSION JOINT

MATERIALS

	CONCRETE/ PRECAST CONCRETE
	SOIL
	SAND, EIFS FINISH COAT
	BRICK
	CMU
	STONE
	FIBERGLASS BATT INSULATION
	XPS RIGID INSULATION
	FOIL-FACED POLYISO RIGID INSULATION
	cc-SPF - CLOSED CELL SPRAY POLYISO FOAM INSULATION
	GYPSUM BOARD OR FIBERGLASS- REINFORCED GYPSUM BOARD
	PLYWOOD
	COVER BOARD

GENERAL NOTES

1. DO NOT SCALE DRAWINGS. LARGE SCALE DETAILS SHALL GOVERN OVER SMALL SCALE DETAILS. SPECIFICATIONS GOVERN ALL.
2. CONTRACTOR TO ISSUE COMPLETE SET OF CONTRACT DOCUMENTS TO EACH SUBCONTRACTOR FOR COORDINATION OF WORK AND DESCRIPTION OF SCOPE.
3. THERE SHALL BE NO DISCREPANCY OF MATERIALS WHERE A MANUFACTURER IS SPECIFIED. IF "WHERE THE TERM" OR "EQUAL" IS USED THE ARCHITECT ALONE SHALL DETERMINE EQUALITY BASED ON INFORMATION SUBMITTED BY THE CONTRACTOR.
4. REFER TO STRUCTURAL DRAWINGS FOR ALL REINFORCING.
5. ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND NON-STRUCTURAL SYSTEMS, COMPONENTS AND ELEMENTS PERMANENTLY ATTACHED TO STRUCTURES, INCLUDING SUPPORTING STRUCTURES AND ATTACHMENTS AND NON-BUILDING STRUCTURES THAT ARE SUPPORTED BY THE BUILDING STRUCTURES SHALL MEET THE REQUIREMENTS PER 2015 IBC CHAPTER 16 AND ASCE 7-02 SECTION 9.6 COORDINATE DESIGN WITH ARCHITECT AND ENGINEER OF RECORD.

INDEX OF DRAWINGS

Sheet List	
Sheet Number	Sheet Name
00 - GENERAL	
G0.01	COVER
G0.02	TYPICAL ASSEMBLIES
03 - STRUCTURAL	
S1.00	FTG & FOUND. PLAN & FLOOR FRAMING PLAN
S5.00	STRUCTURAL DETAILS
04 - ARCHITECTURAL	
A0.01	SITE PLAN
A1.01	ARCHITECTURAL DRAWINGS
A9.01	DETAILS
A9.02	EXPLODED AXON - 12' - 6" MODULE
05 - MEP	
E1.1	ELECTRICAL PLAN

CEILING SYMBOLS

	GYP BD CEILING		WALL MOUNTED FLUORESCENT FIXTURE
	SUPPLY AIR		EXIT SIGNS - HATCH
	RETURN AIR		INDICATES EXIT TEXT AND ARROW
	EXHAUST AIR		INDICATES DIRECTION
	ACCESS PANEL		SMOKE DETECTOR
	FLUORESCENT LIGHT		SPEAKER
	SUSPENDED LIGHT		PROJECTOR
	SUSPENDED FLUORESCENT LIGHT		WALL WASHER
	CHANDELIER		PENDANT TYPE LIGHT FIXTURE
			WALL MOUNTED LIGHT FIXTURE
			DOWNLIGHT
			STRIP LIGHT

TOWN STAMP

359
DESIGN

3633 OSAGE STREET
DENVER, CO 80211
720.512.3432

PARK CITY SKI PATROL HUTS

[illegible]

PROJECT NUMBER	00000000
ISSUE DATE	11/08/2023

ISSUE

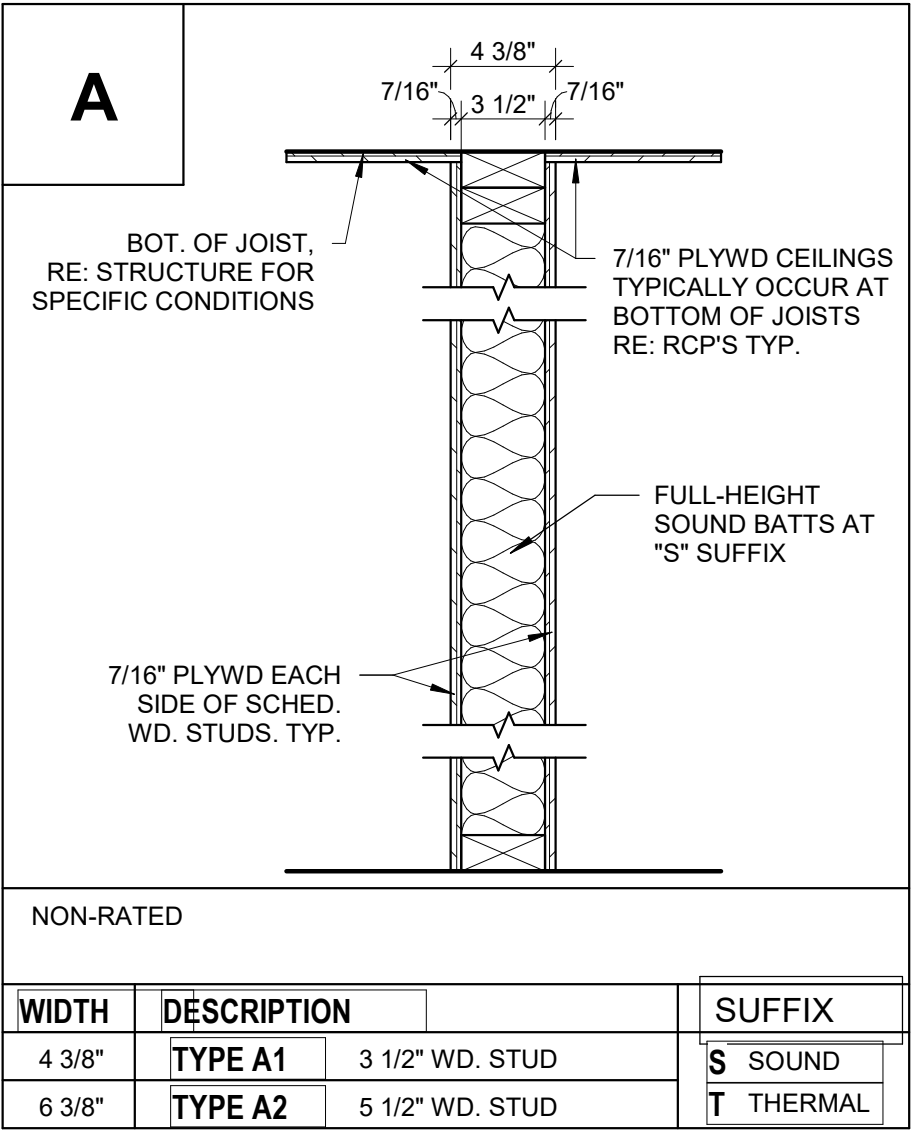
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SHEET TITLE

COVER

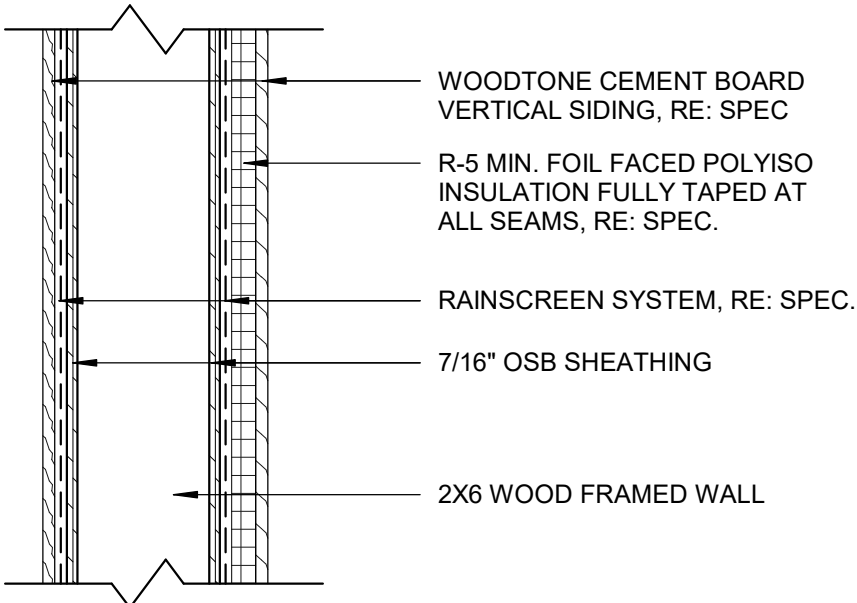
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G0.01

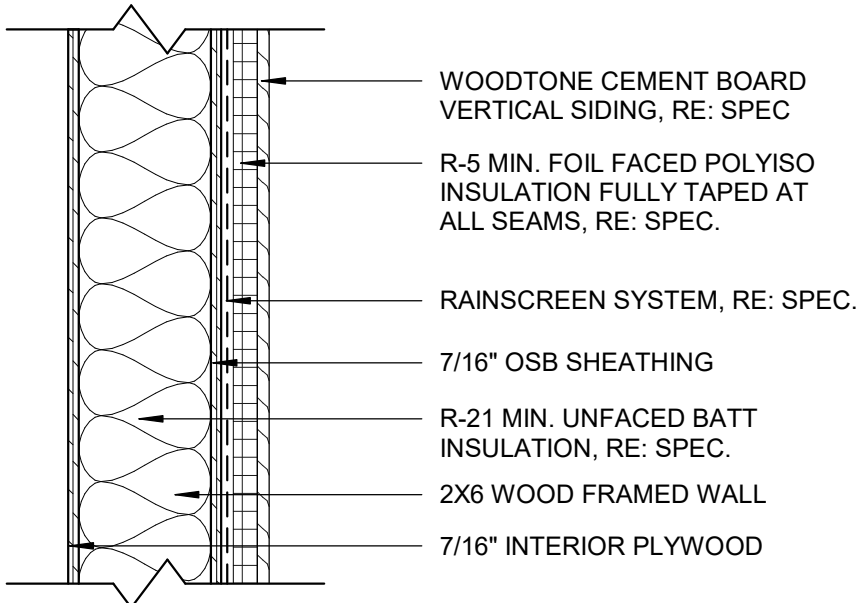


PARTITION NOTES:

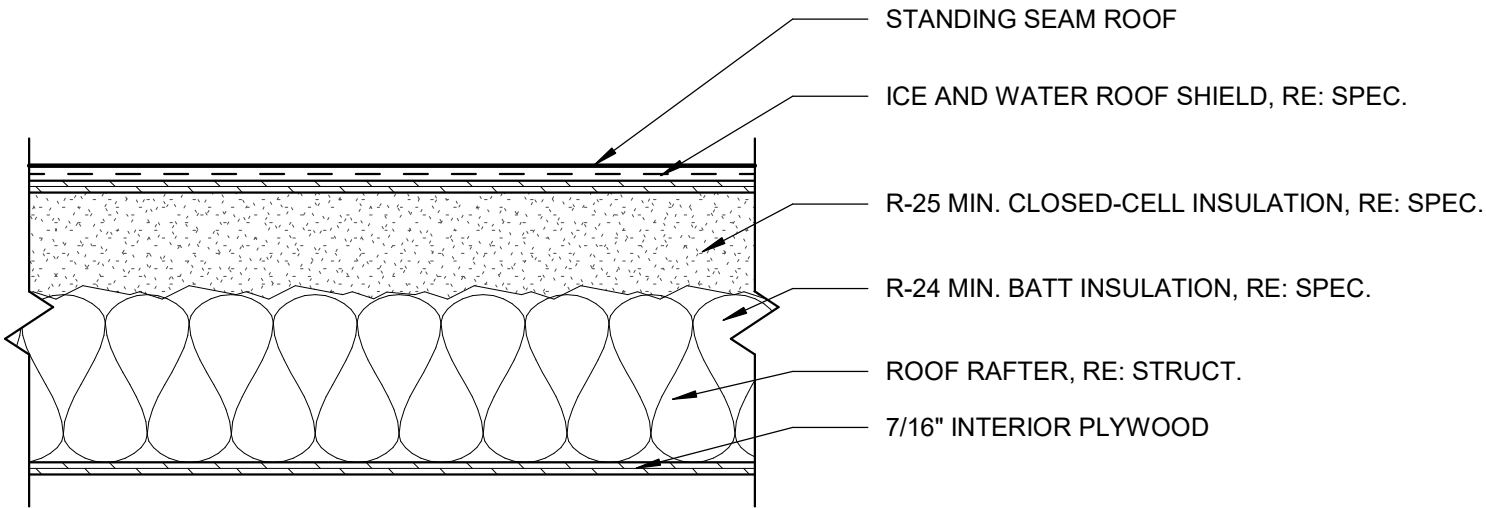
- STUD SPACING IS 16 INCHES ON CENTER MAX. U.N.O.
- REFER TO THE ARCHITECTURAL FLOOR PLANS FOR PARTITION TYPE INDICATORS.
- REFER TO (G SERIES SHEETS) FOR FIRE RATING LOCATIONS. PARTITIONS MUST CONFORM TO TESTED, RATED ASSEMBLIES WHEN THEY ARE INDICATED TO BE RATED ON THE ARCHITECTURAL CODE PLANS. WHEN NO RATING IS INDICATED, CONSTRUCT THE PARTITION PER THE INDICATED TYPE AS A NON-RATED ASSEMBLY.
- LABEL FIRE AND SMOKE WALLS AS FOLLOWS: LABEL BOTH SIDES; LABEL ALL SECTIONS; USE 4" HIGH STENCILS; USE FLUORESCENT ORANGE PAINT; LOCATE ABOUT 12" ABOVE THE FINISHED CEILING; SPACE STENCILS 10 FEET OC MAX; SPECIFIC LABELS TO READ "1HR", "2HR", "1HR SMOKE", "2HR SMOKE", "SMOKE", ETC AS IDENTIFIED IN THE LIFE SAFETY PLANS. PROVIDE STENCIL WITH THE LABEL "SOUND" AS DESCRIBED IN NOTE 3 ON ALL SOUND RATED WALLS IDENTIFIED BY A "S" SUFFIX AND THAT GO TO STRUCTURE.
- PROVIDE FIRE STOP & SMOKE STOP SYSTEMS PER SPECIFICATION AT ALL PENETRATIONS & OPENINGS (INCLUDING THE PERIMETER) THROUGH FIRE RATED WALLS.
- SEAL ALL PENETRATIONS & OPENINGS (INCLUDING THE PERIMETER) PER SPECIFICATIONS IN ALL SOUND RATED WALLS INDICATED BY A "S" SUFFIX. THE PARTITION TYPES INDICATE THE BASIC WALL CONSTRUCTION ONLY. REFER TO ALL OF THE CONSTRUCTION DOCUMENTS FOR OTHER REQUIREMENTS INCLUDING: MECHANICAL, ELECTRICAL, PLUMBING, BLOCKING & BACKING, WALL BASE, WALL FINISH, AND RECESSED & SURFACE MOUNTED EQUIPMENT.
- PROVIDE TESTED, RATED ASSEMBLIES AT THE TOP OF ALL PARTITIONS INDICATED TO BE FIRE OR SMOKE RATED THAT EXTEND TO THE BOTTOM OF STRUCTURE OR DECK ABOVE. ALL ASSEMBLIES SHALL BE TESTED BY UNDERWRITERS LABORATORY OR OTHER TESTING FACILITY ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION. PROVIDE A FIRE AND SMOKE RATING CONSISTENT WITH THE PARTITION.



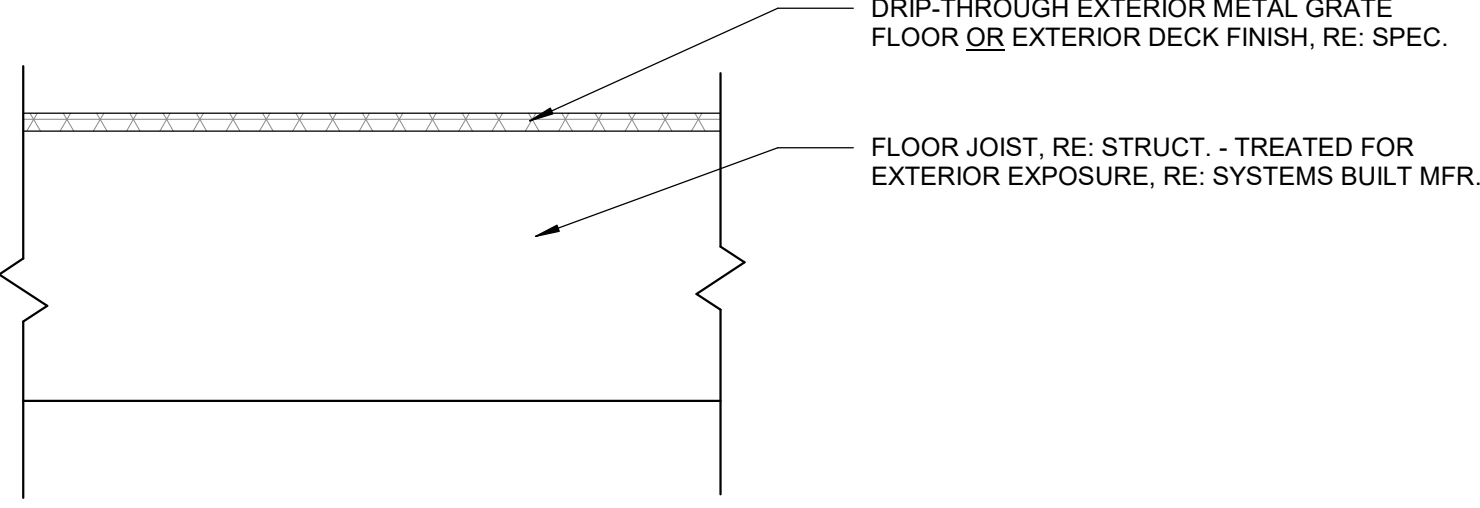
5 WS2 - VERT WOOD SIDING - EXT. ONLY
1 1/2" = 1'-0"



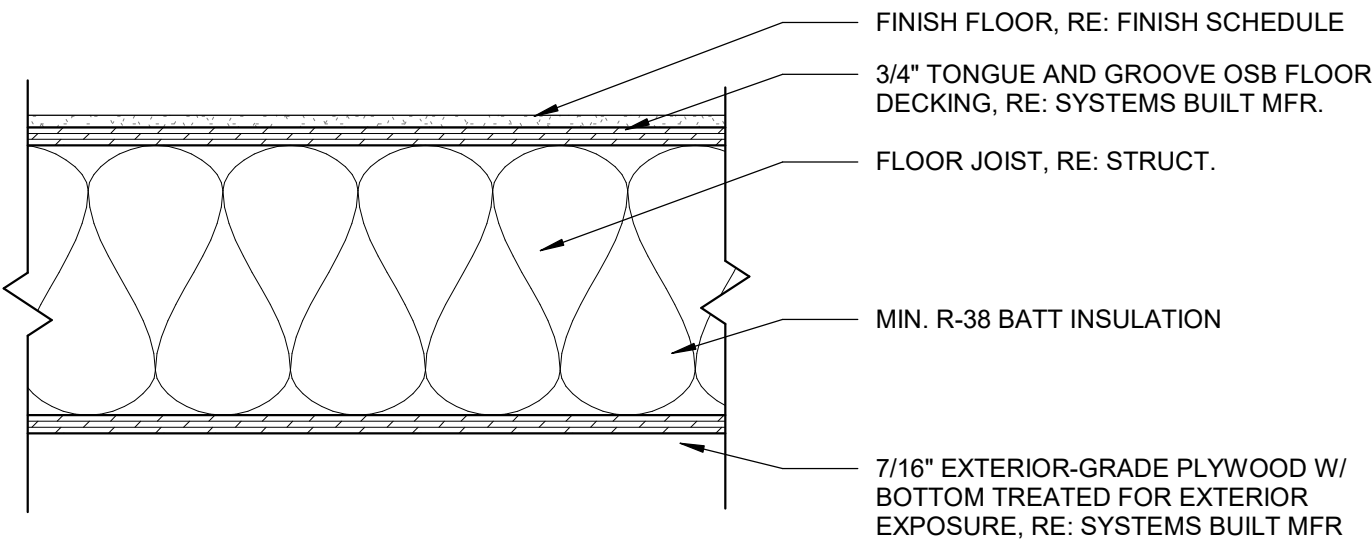
4 WS1 - VERT WOOD SIDING - R13+7.5 MIN.
1 1/2" = 1'-0"



3 RS-1 STANDING SEAM ROOF - R-30 MIN.
1 1/2" = 1'-0"



2 F-2 - TYP FLOOR ASSEMBLY AT EXTERIOR
1 1/2" = 1'-0"



1 F-1 - TYP FLOOR ASSEMBLY - R-30 MIN.
1 1/2" = 1'-0"

TOWN STAMP

359
DESIGN

3601 OSAGE STREET
DENVER, CO 80211
726.612.5657

DISCIPLINE STAMP

PARK CITY SKI PATROL HUTS

PARK CITY, UTAH

REVISIONS

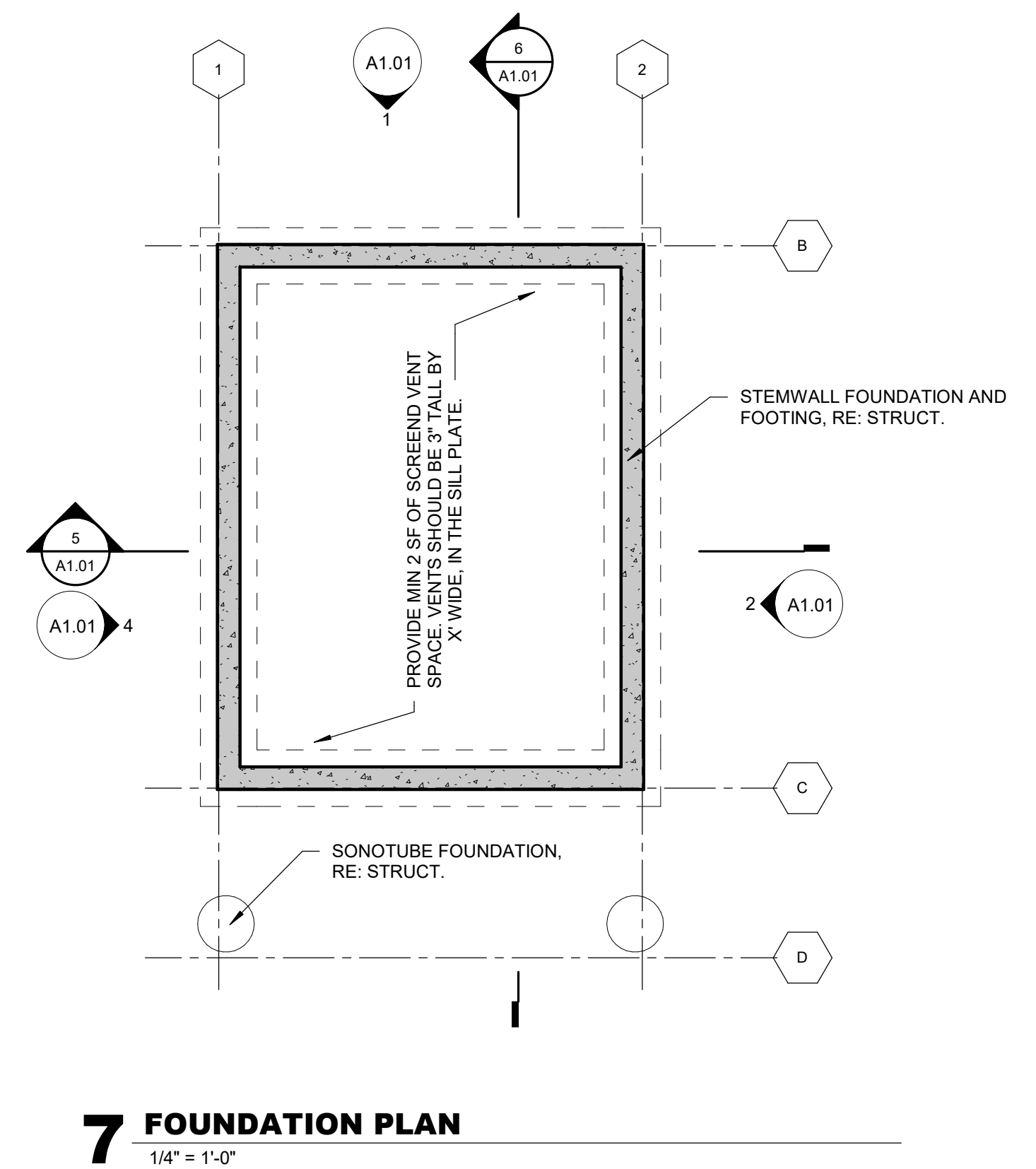
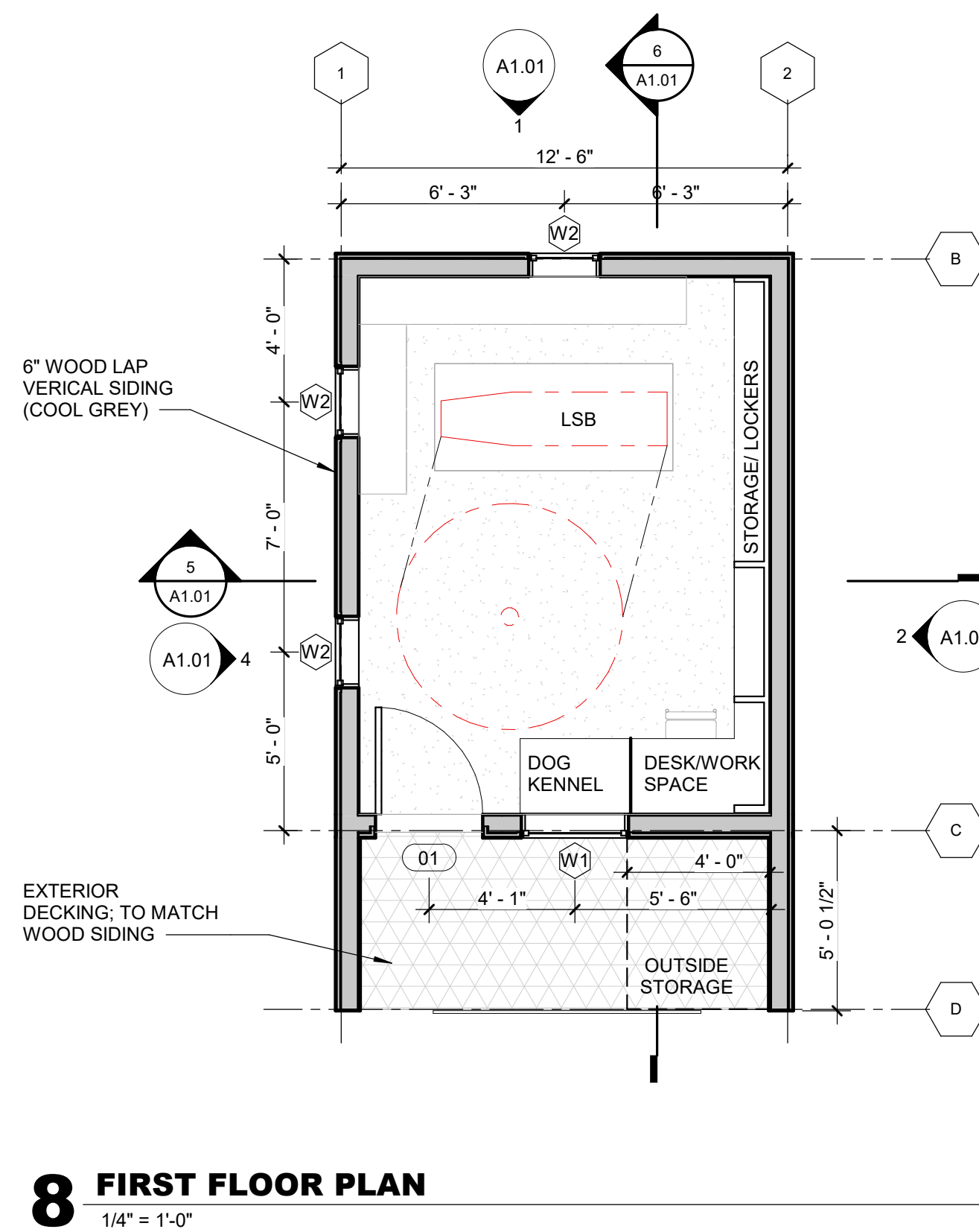
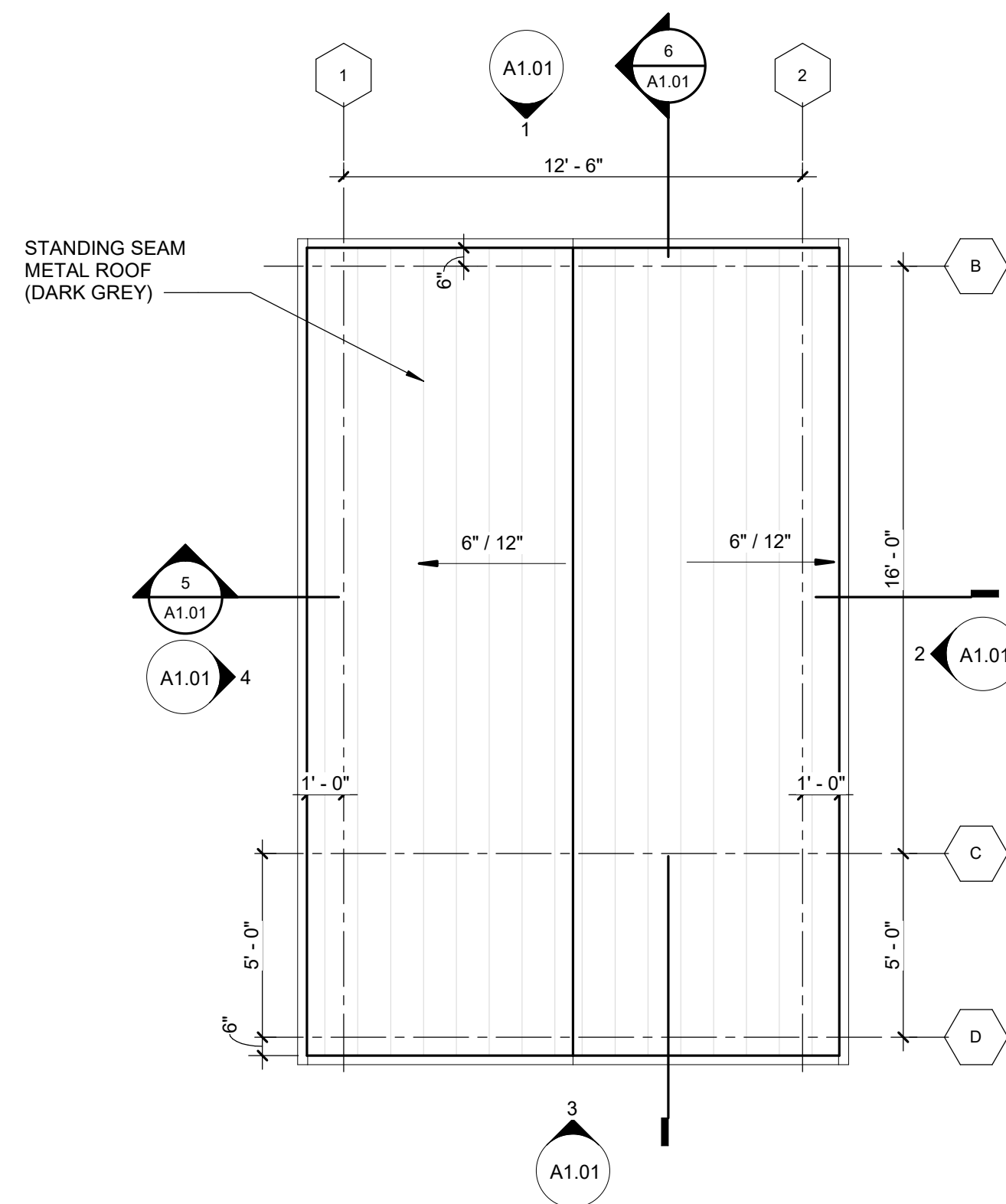
No.	Description	Date

PROJECT NUMBER
ISSUE DATE 11/08/2023

ISSUE
PERMIT SET

SHEET TITLE
TYPICAL ASSEMBLIES

SHEET NO.
G0.02

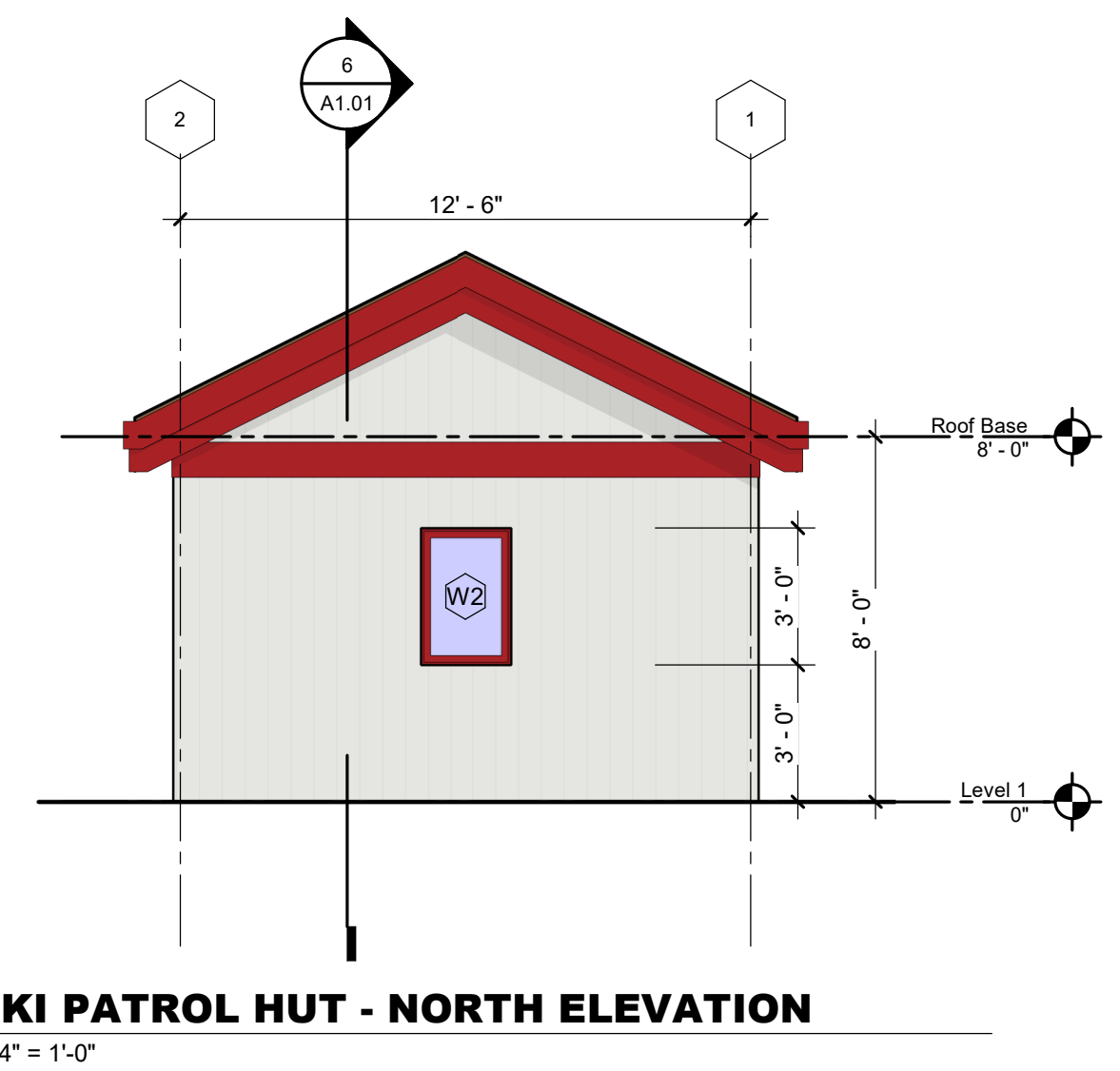
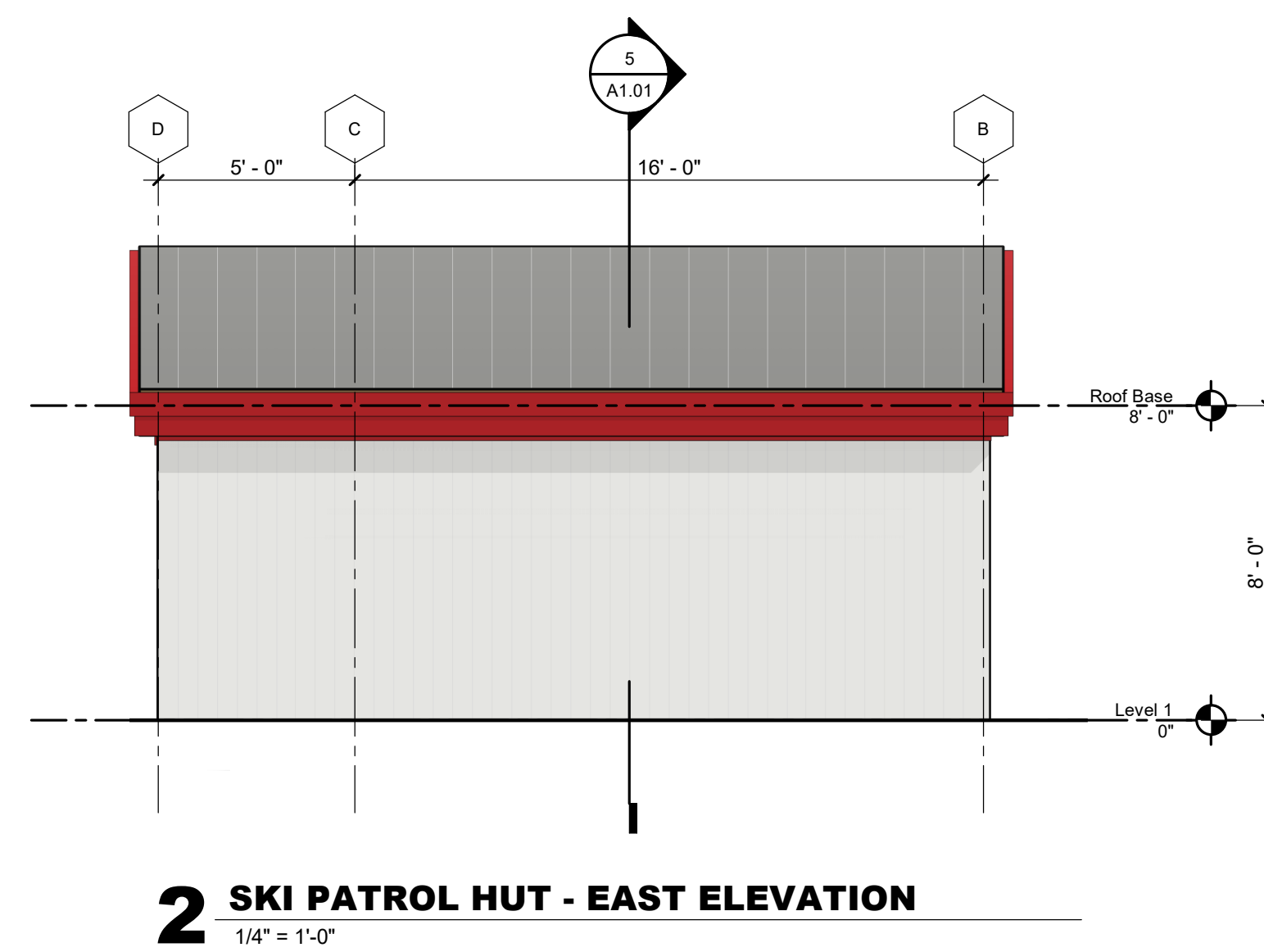
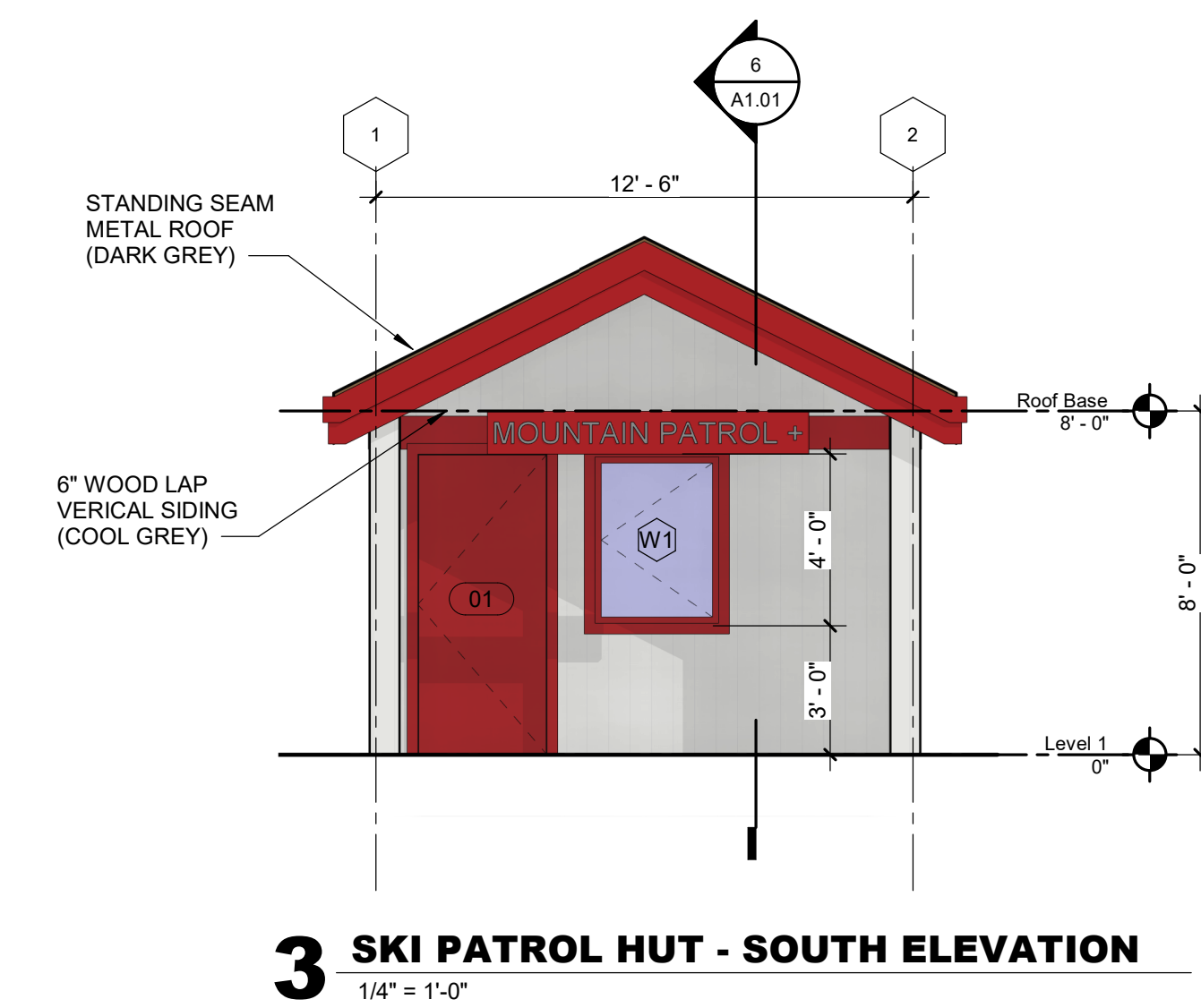
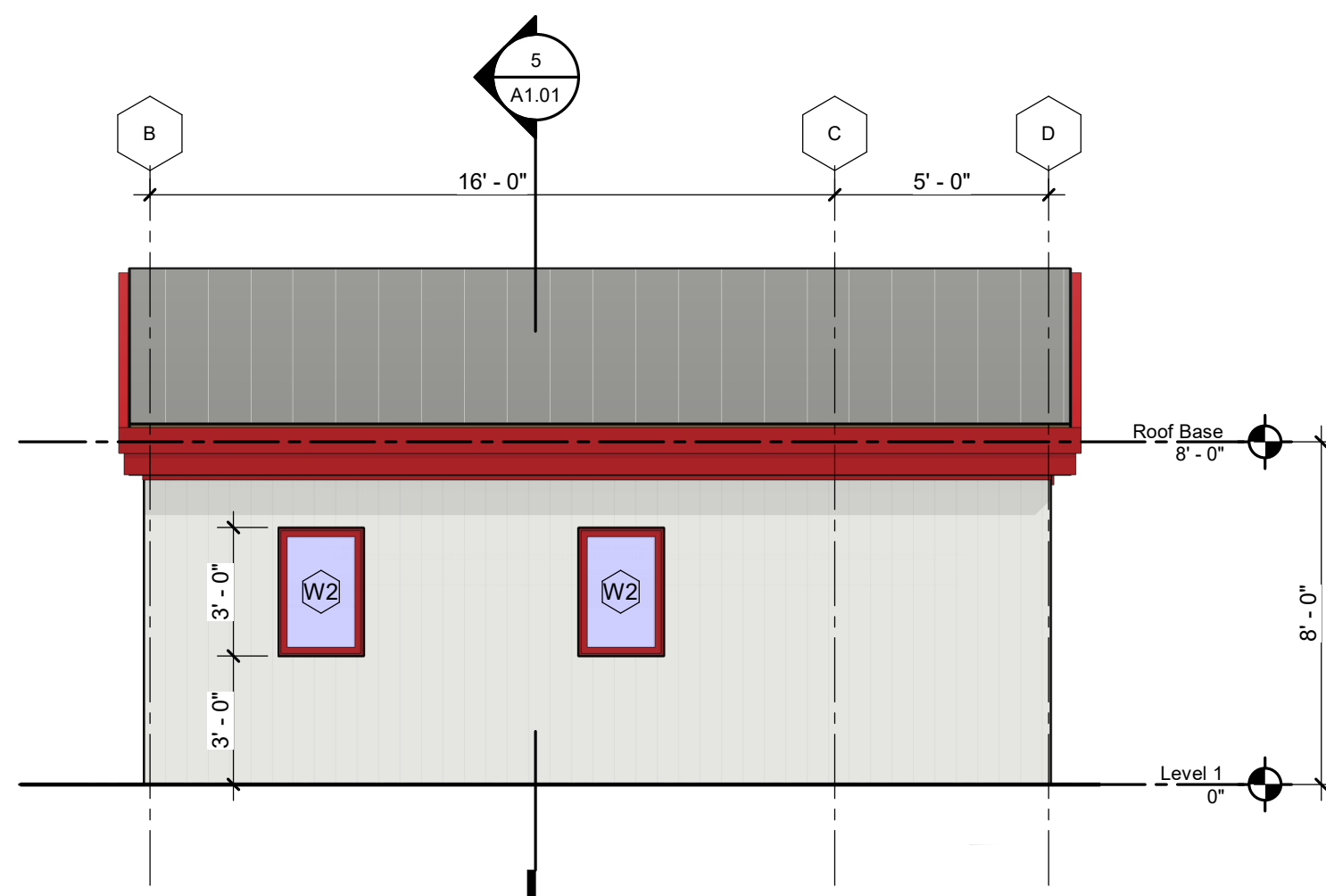
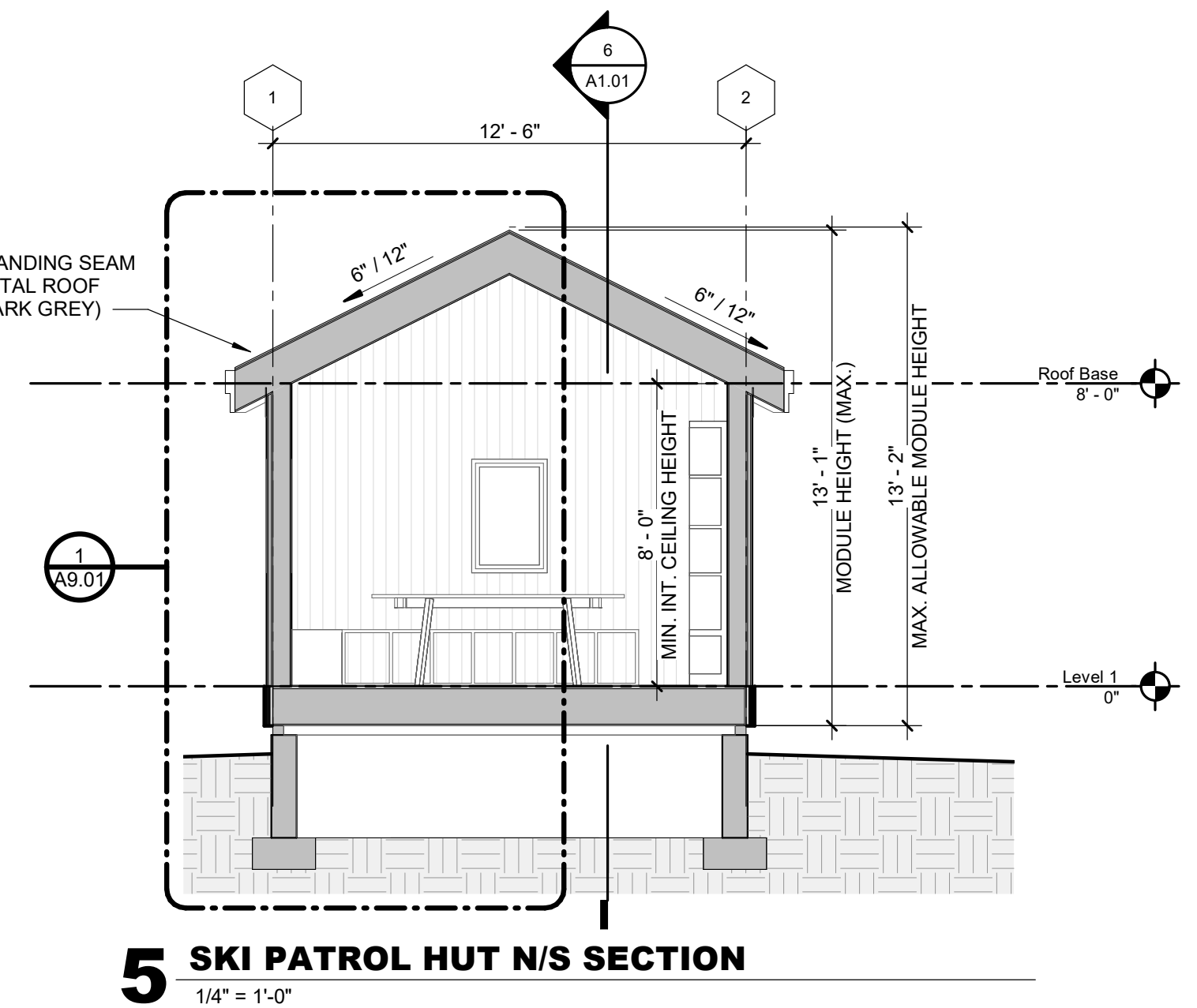
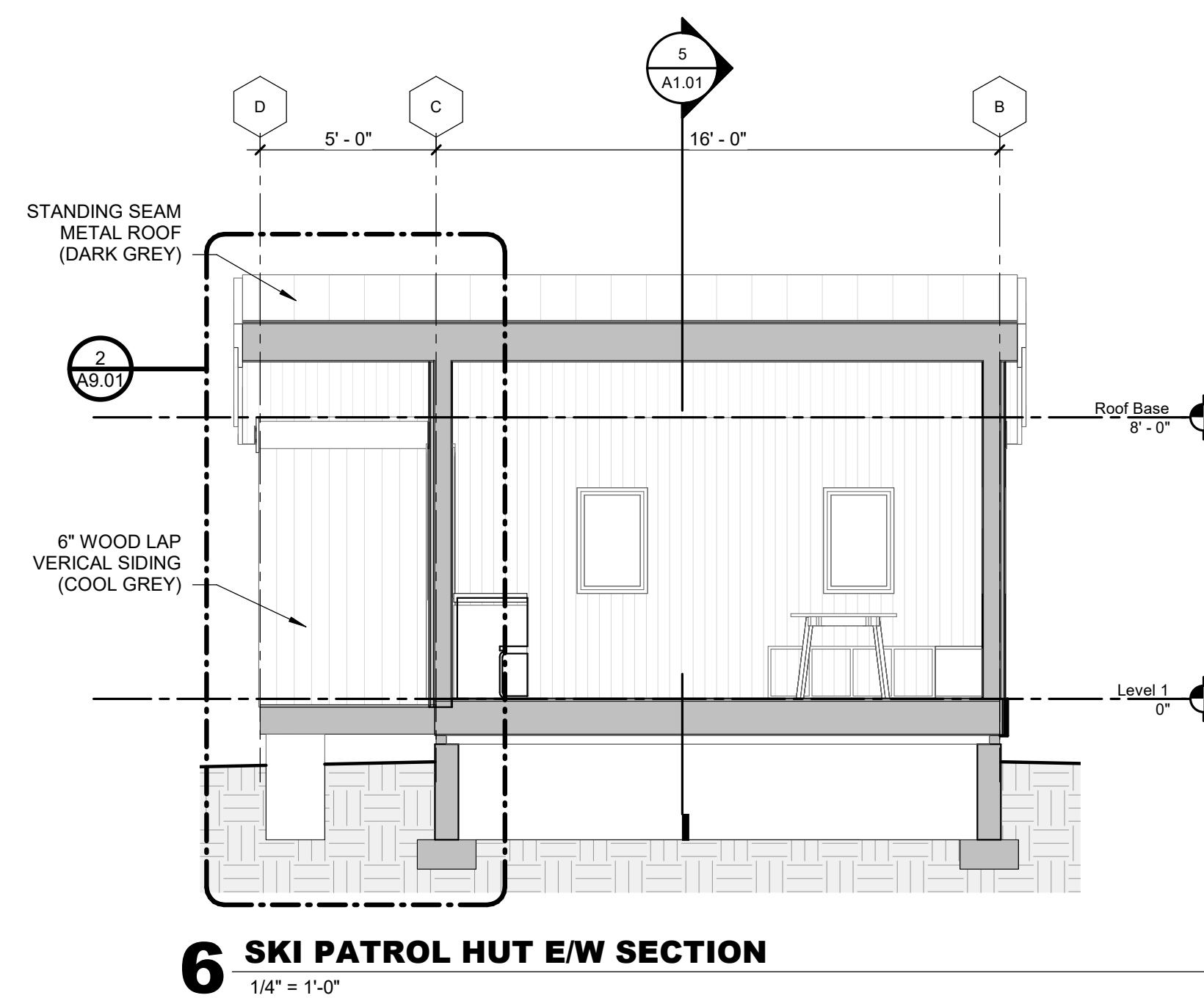
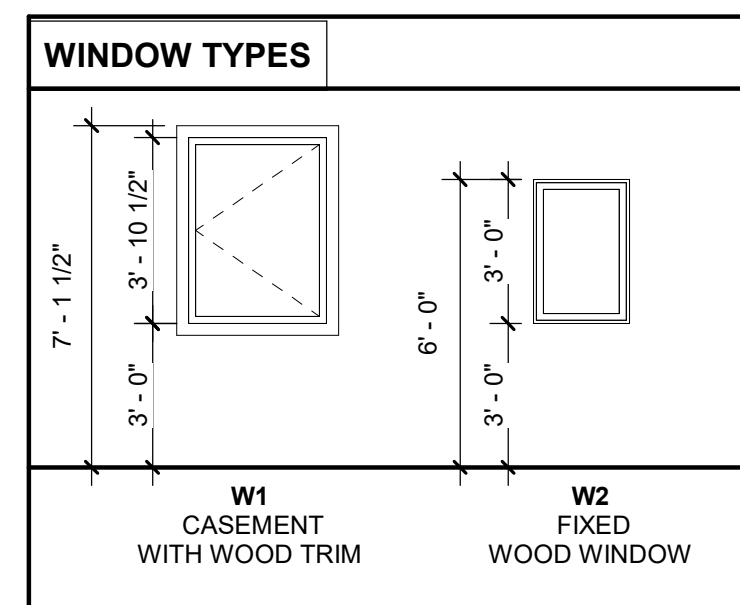
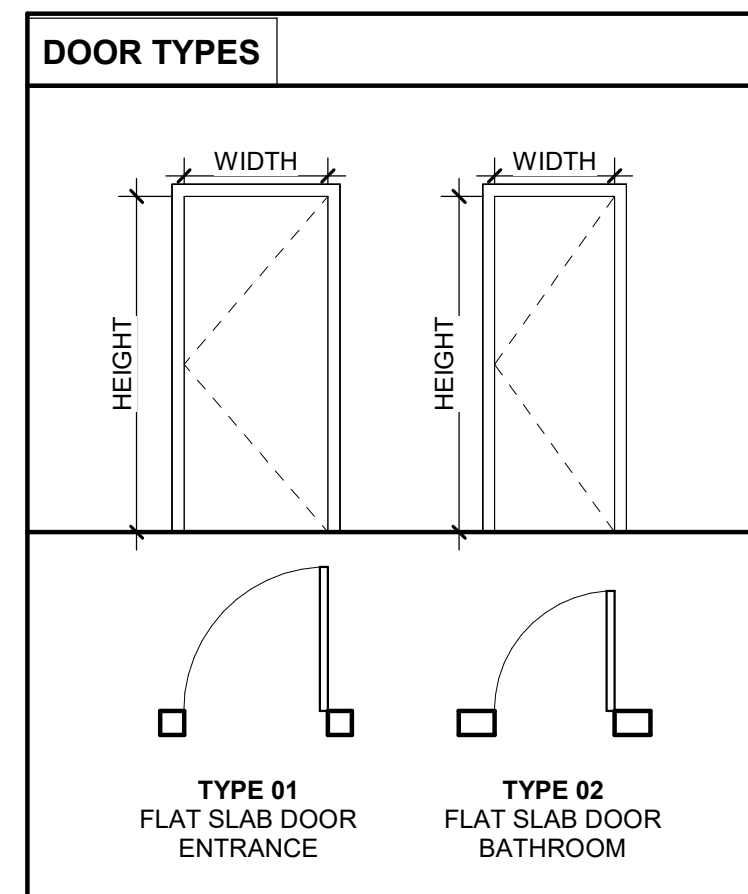


Door Schedule				
Type Mark	Width	Height	Operation	Door Material
01	3' - 0"	7' - 0"	SWING	MTL

NOTE: DOORS TO HAVE MAX. U-VALUE OF 0.37

Window Schedule				
Type Mark	Width	Height	Sill Height	Operation
W1	3' - 0"	4' - 0"	3' - 0"	CASEMENT WITH TRIM
W2	2' - 0"	3' - 0"	3' - 0"	FIXED

NOTE: WINDOWS TO HAVE MAX. U-VALUE OF 0.34

[illegible]

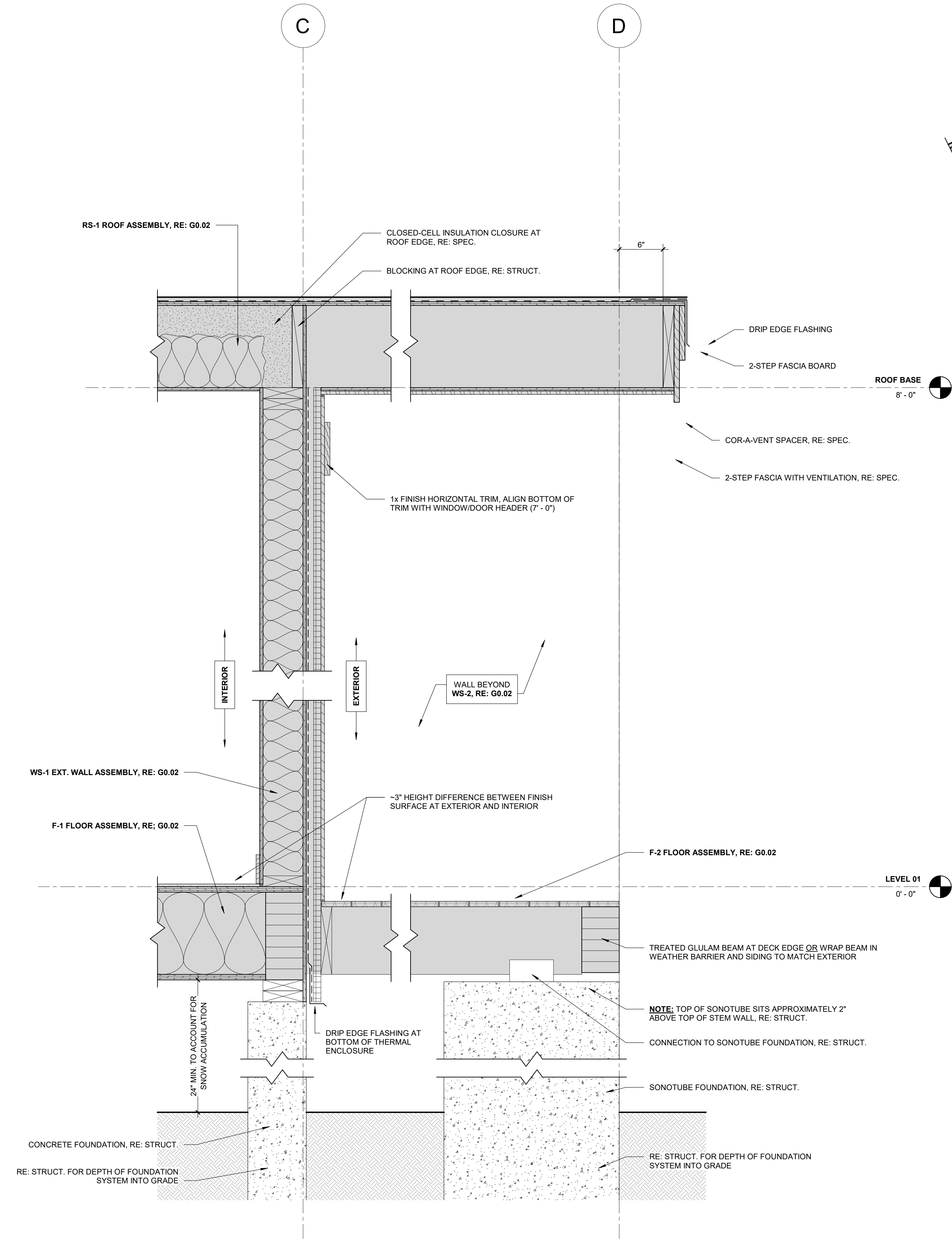
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DATE 11/08/2023

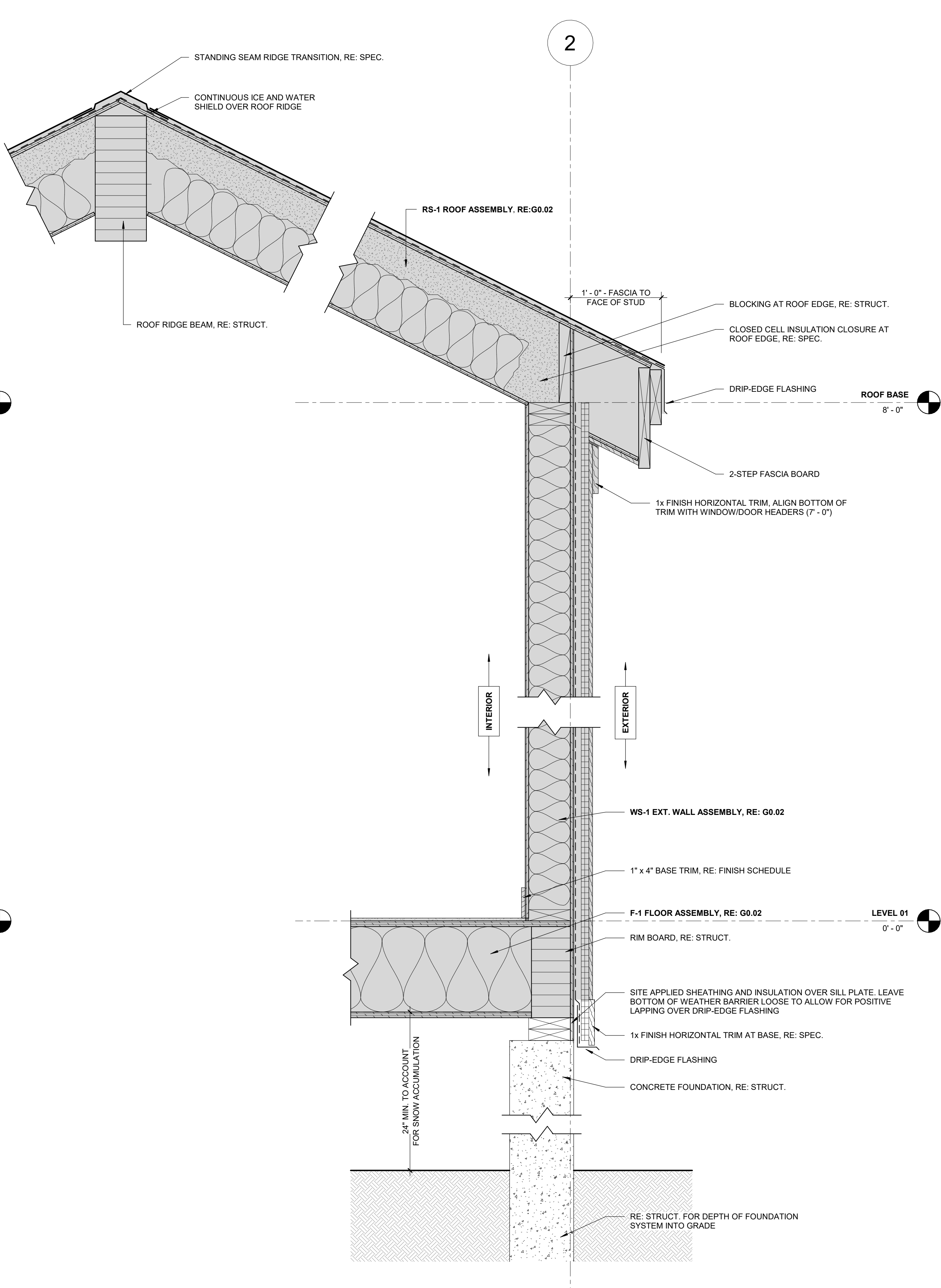
PERMIT SET

**ARCHITECTURAL
DRAWINGS**

TEST NO. _____



2 WALL ASSEMBLY 02
1 1/2" = 1'-0"



1 WALL ASSEMBLY 01
1 1/2" = 1'-0"

TOWN STAMP

359

DESIGN

3633 OSAGE STREET
DENVER, CO 80211
726.612.5457

DISCIPLINE STAMP

PARK CITY SKI PATROL HUTS

PARK CITY, UTAH

REVISIONS

No.	Description	Date

PROJECT NUMBER
ISSUE DATE
11/08/2023

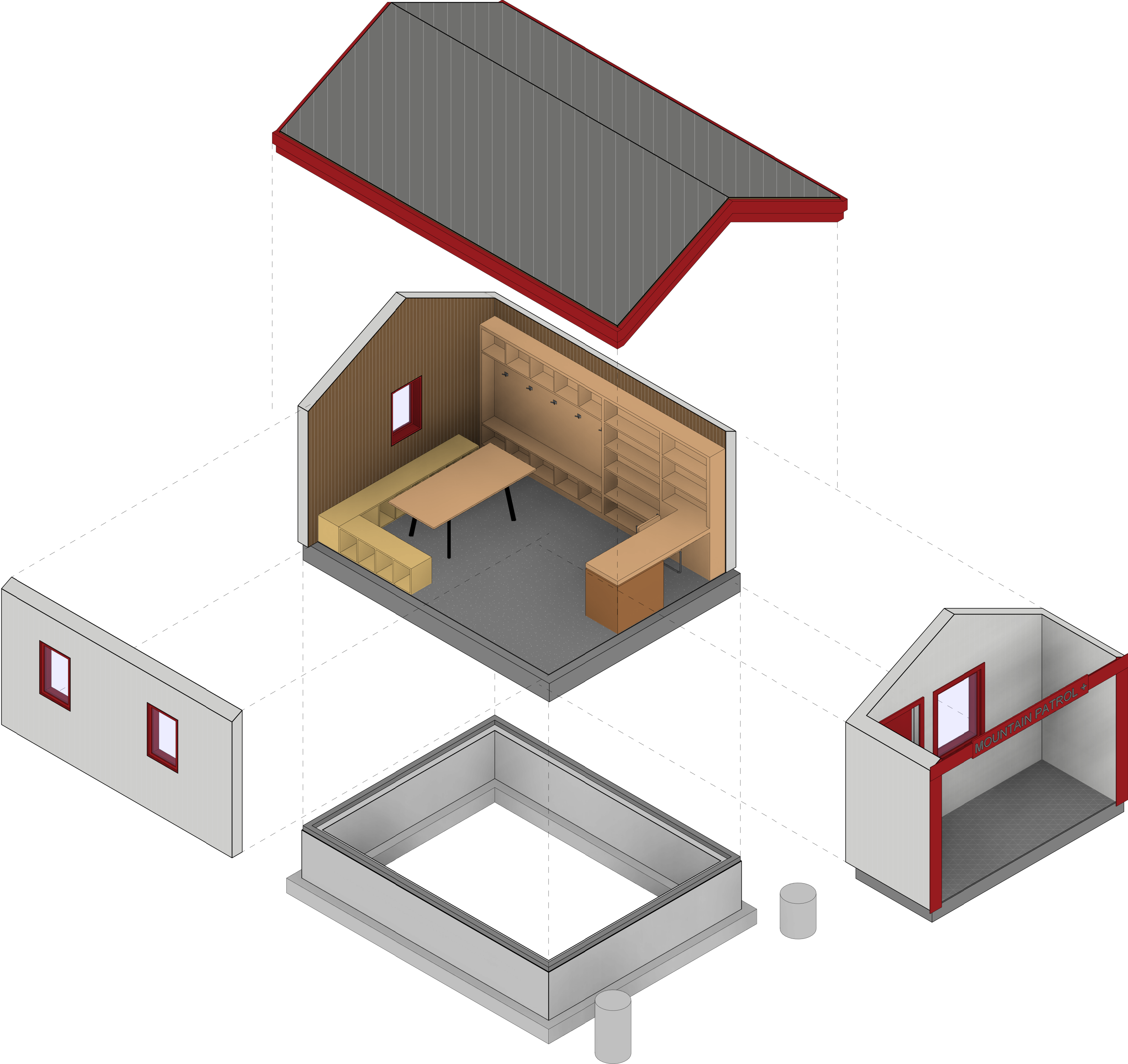
ISSUE

PERMIT SET

SHEET TITLE
DETAILS

SHEET NO.

A9.01



REVISIONS		
No.	Description	Date

PROJECT NUMBER

ISSUE DATE

11/08/2023

ISSUE

PERMIT SET

SHEET TITLE

EXPLODED AXON - 12' - 6" MODULE

SHEET NO.

A9.02

02.0 \ SKI PATROL HUT - 390 GSF:







SKI PATROL





Ordinance No. 07-10

**AN ORDINANCE APPROVING THE UNITED PARK CITY MINES COMPANY AND
ROYAL STREET LAND COMPANY ANNEXATION OF LANDS AT PCMR AND
APPROVING AN AMENDMENT TO THE PARK CITY ZONING MAP TO PLACE THE
LANDS AT PCMR INTO THE RECREATION OPEN SPACE (ROS) ZONING
DISTRICT AND APPROVING AMENDMENTS TO THE FLAGSTAFF MOUNTAIN
DEVELOPMENT AGREEMENT, PARK CITY, UTAH.**

WHEREAS, the owners of 2,800 acres of property located in unincorporated Summit County have petitioned the City Council for approval of the Annexation of Lands at PCMR into the City limits, an amendment to the current City Zoning Map and an amendment to the Flagstaff Mountain Development Agreement; and

WHEREAS, the proposed annexation is approximately 2,800 acres in size; and

WHEREAS, the zoning for the 2,800 acres will be Recreation Open Space (ROS) and zoning for the 139 acres currently within the City will also be Recreation Open Space (ROS); and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on December 13, 2006, to receive input on the Annexation of Lands PCMR, the amendment to the Park City Zoning Map, and the amended Flagstaff Development Agreement; and

WHEREAS, the Planning Commission, on December 13, 2006, forwarded a positive recommendation to the City Council; and,

WHEREAS, on December 21, 2006, January 11 and February 1, 2007, the City Council held public hearings to receive input on the Annexation of Lands PCMR, the amendment to the Park City Zoning Map, and the amended Flagstaff Development Agreement; and

WHEREAS, on February 1, 2007, the City Council approved the Annexation of Lands at PCMR, an amendment to the Park City Zoning Map and amendments to the Flagstaff Mountain Development Agreement; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Annexation of Lands at PCMR, amendments to the Park City Zoning Map, and amendments to the Flagstaff Mountain Development Agreement.

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

RECORDER'S NOTE

LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.

ENTRY NO. 00806099

03/02/2007 02:42:50 PM B: 1850 P: 1794

Ordinance PAGE 1 / 103

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE \$ 0 00 BY PARK CITY MUNICIPAL CORP

 Page 82 of 207

Ordinance No. 07-10

**AN ORDINANCE APPROVING THE UNITED PARK CITY MINES COMPANY AND
ROYAL STREET LAND COMPANY ANNEXATION OF LANDS AT PCMR AND
APPROVING AN AMENDMENT TO THE PARK CITY ZONING MAP TO PLACE THE
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ENTRY NO. 00806099

03/02/2007 02:42:50 PM B: 1850 P: 1794

Ordinance PAGE 1 / 103

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0 00 BY PARK CITY MUNICIPAL CORP

88 of 207

follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Annexation of Lands at PCMR and amendment to the Park City Zoning Map as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located within unincorporated Summit County and contains approximately 2,800 acres to be annexed into Park City.
2. Royal Street Land Company owns a 236 acre parcel within the annexation area known as the Shadow Lake parcel. The rest of the annexation area is owned by United Park City Mines Company.
3. The current county zoning is Mountain Remote.
4. As part of the annexation petition the petitioner has requested Recreation Open Space (ROS) zoning for the entire 2,800 acre parcel and an additional 139 acre parcel currently within the City Limits and zoned Estate (E).
5. The proposed land uses are consistent with the purpose statements of the proposed zoning district. The applicants have volunteered to restrict all residential and commercial lodging by transferring all potential density to an existing development area within the Flagstaff Mountain annexation area. These restrictions are reflected in the annexation agreement.
6. Preliminary site analysis demonstrates existence of sensitive lands on the property. Therefore, the proposed SLO zoning is appropriate.
7. The proposed annexation meets the purposes stated in the Annexation Policy Plan, in that this annexation contributes to the achievement of the goals and policies of the Park City General Plan and further protects the general interests and character of Park City by including several historic mining era structures within the Park City boundary, and provides 2,800 acres of open space and ski resort related uses.
8. The annexation will bring the property into the Park City Municipal Corporation boundary and enable services to be provided to the Property, such as police and water, which are more easily accessible from the City than the County.
9. Annexation of this parcel will not create an island, peninsula, or irregular city boundary. The annexation is a logical extension of the City Boundary.
10. This property is located within the Park City Annexation Expansion Area, adopted by the City Council in 2003.
11. Provision of municipal services for this property is more efficiently provided by Park City than by Summit County.
12. Areas of wetlands, visible ridges, and steep slopes have been identified on the property. It is reasonable to include this property within the Sensitive Lands Overlay Zone.
13. It is reasonable and logical to provide municipal level services to this property adjacent to the western boundary of Park City. The annexation provides an open space buffer between Park City and the proposed boundary to the west.
14. The application is subject to the City's Affordable Housing Resolution 17-99 in

that residential density is being transferred to another location in the City. Affordable Housing is being provided under the current requirements of the Flagstaff Mountain Development Agreement, as amended.

15. The findings in the Analysis section of the staff report dated February 1, 2007, are incorporated herein.

Conclusions of Law:

1. The Zoning Map amendment is consistent with the Park City Land Management Code and General Plan.
2. Approval of the Annexation and Zoning Map amendment does not adversely affect the health, safety and welfare of the citizens of Park City.
3. This annexation meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City General Plan, and Land Management Code--Chapter 8: Annexation.

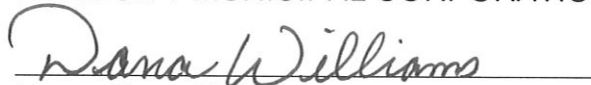
Conditions of Approval:

1. The Official Zoning Map shall be amended to include the UPCM Annexation of Lands at PCMR property within the Recreation Open Space (ROS) District and within the Sensitive Lands Overlay (SLO) Zone.
2. The Official Zoning Map shall be amended to change the 139 acre parcel within the Park City limits currently zoned Estate (E) to Recreation Open Space (ROS).
3. The annexation agreement shall be substantially the same as Exhibit B, in a form approved by the City Attorney, and fully executed and recorded with the Annexation Plat.
4. The Flagstaff Mountain Development Agreement shall be substantially the same as Exhibit C, in a form approved by the City Attorney, and fully executed and recorded with the Annexation Plat.
5. The Deed Restriction and Conservation Easement for the Annexed Lands shall be substantially the same as Exhibit D, in a form approved by the City Attorney, and fully executed and recorded with the Annexation Plat.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication and the Annexation shall be effective upon recordation and filing of this Ordinance and annexation plat pursuant to the Utah Code Annotated Section 10-2-425, and with the execution of the Amended Flagstaff Development Agreement and UPCM Lands at PCMR Annexation Agreement.

PASSED AND ADOPTED this 1st day of February, 2007.

PARK CITY MUNICIPAL CORPORATION



Mayor Dana Williams

Attest:


Janet M. Scott, City Recorder

Approved as to form:


Mark D. Harrington, City Attorney



Park City Zoning Map

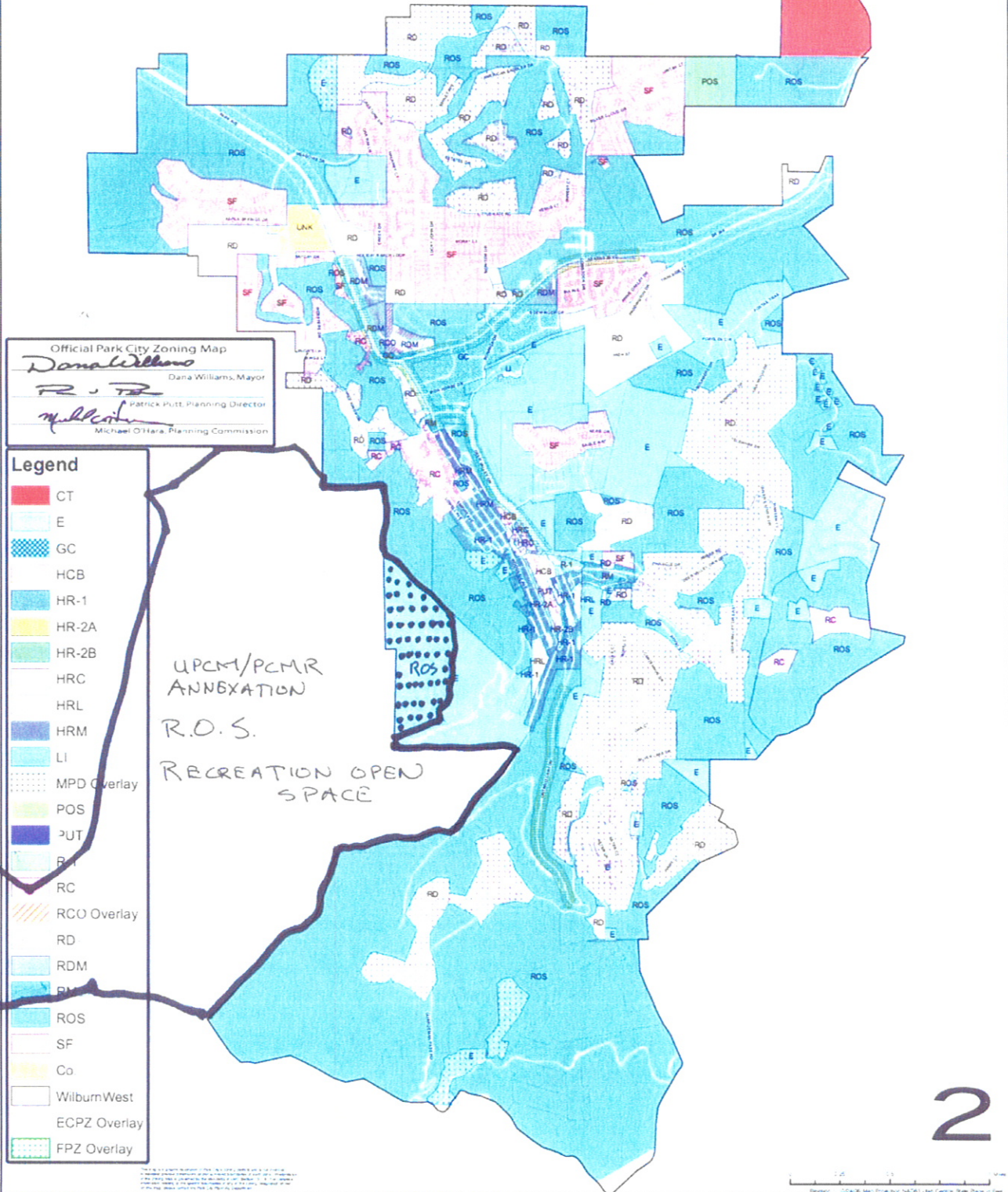


EXHIBIT B - ANNEXATION AGREEMENT

When recorded, please return to:
PARK CITY MUNICIPAL CORPORATION
City Recorder
PO Box 1480
Park City UT 84060

**ANNEXATION AGREEMENT FOR THE
UNITED PARK CITY MINES COMPANY LANDS
AT PARK CITY MOUNTAIN RESORT**

This Annexation Agreement is made by and between Park City Municipal Corporation (Park City), Royal Street Land Company ("RSLC"), and the United Park City Mines Company, Owner (hereafter referred to as "Petitioner") to set forth the terms and conditions under which Park City will annex land owned by RSLC and Petitioner into the corporate limits of Park City and extend certain municipal services to that property. This Agreement is made under authority of 10-2-401 et. seq. of the Utah Code, Annotated 1953, as amended, and shall serve as a supplemental annexation policy declaration when executed by all parties. In consideration of Park City's agreement to annex RSLC and Petitioner's property and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of annexation shall be as follows:

1. Property. The property to be annexed is approximately 2,800 acres in size as depicted on the annexation plat, attached as Exhibit A, and as more fully described in the legal description, attached as Exhibit B, and the preliminary plat, attached as Exhibit C, and incorporated herein by reference (hereafter referred to as the "Property"). Park City Mountain Resort (hereafter referred to as PCMR) has rights in a ski lease over a substantial portion of the annexation property.

2. Zoning. Upon annexation, the entire Property will be zoned ROS, Recreation Open Space. The entire Property shall also be included within the Sensitive Lands Overlay District. A Deed Restriction prohibiting residential construction and uses, including hotel and lodging, applies over the PCMR ski lease lands and RSLC property, and a Conservation Easement applies to those areas within the annexation boundary but not subject to the PCMR ski lease and not owned by RSLC.

3. Master Plan and Subdivision Plat Approval. Due to the transfer of development capacity from this property to adjacent lands within the Flagstaff Mountain Resort Annexation, a Master Planned Development ("MPD") is not required. The next Development Activity application or amendment under the PCMR MPD must add the PCMR lease land annexed hereby to the PCMR MPD. Following completion of the annexation process, pursuant to Utah Code Annotated Section 10-2-425, development on the Property shall be governed by the zoning designation provided herein, this Agreement, and the Park City Land Management code in effect at the time complete subdivision and building permit applications are filed with Park City.

4. **Density.** The total density of the UPCM Lands and RSLC property upon PCMR Annexation is zero. No residential construction or uses, including hotel or lodging, are allowed. Limited ski area improvements may be permitted subject to the PCMR Master Planned Development and Park City Land Management Code.

5. **Trails.** Numerous trails exist on the annexation property. These trails will be available for public use subject to reasonable restrictions due to construction, maintenance, and environmental factors including wildlife and erosion. The existing and any newly required trails shall be added to the Park City Master Trails and as necessary dedicated to the City either on the Annexation plat or at the time of PCMR MPD amendment.

6. **Open Space.** The entirety of the Annexation will be dedicated open space.

7. **Affordable Housing.** The Petitioner shall comply with all applicable Affordable Housing requirements of Resolution 17-99, as part of the transfer of density to the Flagstaff Annexation area, as specified in the Amended and Restated Development Agreement For Flagstaff Mountain.

8. **Fire Prevention Measures.** Because of significant wild land interface issues on the Property, if required by Park City, the Petitioner agrees to implement a fire protection and emergency access plan, to be submitted prior to issuance of any building permits, and to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes.

9. **Roads and Road Design.** No new public or private streets or roads are proposed as part of this annexation.

10. **Sanitary Sewer.** No new public or private sewer line is required or proposed with this annexation.

11. **Dedication of Water Rights.** A condition of the annexation approval is the satisfaction of the requirements of the Water Section of the Amended Development Agreement For Flagstaff Mountain.

12. **Water Infrastructure and Other Water System Costs.** A condition of the annexation approval is the satisfaction of the requirements of the Water Section of the Amended and Restated Development Agreement For Flagstaff Mountain.

13. **Sensitive Lands Review.** At the time of annexation the entire Property shall be included within the Sensitive Lands Overlay District (SLO). A sensitive lands analysis was submitted and reviewed by the Planning Commission during the annexation review for consideration of potential density available to be transferred.

14. **Planning, Building, and Inspection Fees.** Petitioner is responsible for all customary Development Activity fees, including all planning, building, subdivision, and construction inspection fees required by the City at the time of application and/or approvals.

15. Impact and Building Fees. Unless otherwise specified in the Amended Development Agreement For Flagstaff Mountain, Petitioner shall pay all generally applicable fees, such as development impact, park and recreation land acquisition, building permit, and plan check fees due for construction on the Property at the time of application for building permits.

16. Acceptance of Public Improvements. No public infrastructure is required or proposed with this annexation area, but the annexation is conditioned upon those improvements as specified in the Amended Development Agreement For Flagstaff Mountain.

17. Snow Removal and Storage. No snow removal or storage is required or proposed with this annexation.

18. Fiscal Impact Analysis. There is no proposed development within this annexation area that requires a fiscal impact analysis to be submitted with the petition. Fiscal analysis including costs and revenues relating to the density transferred to the Flagstaff Annexation area has been reviewed and accepted by the City.

19. Comprehensive Review and Analysis of Surrounding Property. The Petitioner submitted with the petition for annexation a comprehensive land use review and analysis of the surrounding properties.

20. Effective Date. Pursuant to Utah Code Section 10-3-712, the Annexation shall be effective upon recordation and filing of the Ordinance and annexation plat pursuant to the Utah Code Annotated Section 10-2-425.

21. Governing Law. The laws of the State of Utah shall govern this Agreement. Jurisdiction and venue are proper in Summit County.

22. Real Covenant, Equitable Servitude. This Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property.

23. Assignment. This Agreement is also a personal obligation of the Petitioner. Petitioner may assign its obligations under this Agreement, only upon prior written consent of the City, upon demonstration that the City's rights are adequately secured by the assignment. Consent to assignment shall rest in the sole discretion of the City.

24. Compliance with City Code. Notwithstanding paragraph 20 herein, from the time of City Council approval of this agreement, Petitioner and its agents shall comply with all City Codes and Regulations pertaining to the subject Property.

25. Amending the Agreement. Only a written instrument signed by all parties hereto may amend this Agreement. No Third-party beneficiaries are intended or created by this agreement.

26. Additional Agreements. This Annexation is conditioned upon the Amended and Restated Development Agreement For Flagstaff Mountain, the Talisker Conservation Deed Restriction and the Conservation Easement executed and recorded concurrently herewith.

DATED this 2nd day of March, 2007.

**PARK CITY MUNICIPAL
CORPORATION**, a municipality
of the State of Utah

By: 
Mayor

Attest: 
Recorder



**UNITED PARK CITY MINES
COMPANY**, a Delaware corporation
authorized to do business in Utah

By: 
Authorized Signing Officer

Attest: 

ROYAL STREET LAND COMPANY,
a Utah corporation,

By: _____
Robert W. Wells, Vice President

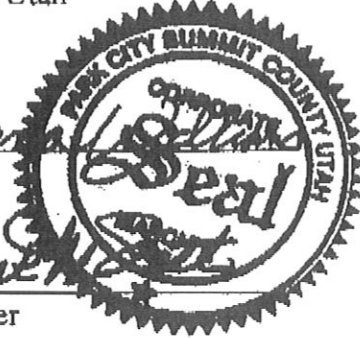
26. Additional Agreements. This Annexation is conditioned upon the Amended and Restated Development Agreement For Flagstaff Mountain, the Talisker Conservation Deed Restriction and the Conservation Easement executed and recorded concurrently herewith.

DATED this 2nd day of March, 2007.

PARK CITY MUNICIPAL CORPORATION, a municipality of the State of Utah

By: 
Mayor

Attest: 
Recorder



UNITED PARK CITY MINES COMPANY, a Delaware corporation authorized to do business in Utah

By: 
Authorized Signing Officer

Attest: 

ROYAL STREET LAND COMPANY,
a Utah corporation,

By: 
Robert W. Wells, Vice President

EXHIBIT "A"
Annexation and Zoning Plat



Park City Zoning Map

Official Park City Zoning Map
Don Williams
 Dana Williams, Mayor
Patrick Pute
 Patrick Pute, Planning Director
Michael O'Hara
 Michael O'Hara, Planning Commission

Legend

- CT
- E
- GC
- HCB
- HR-1
- HR-2A
- HR-2B
- HRC
- HRL
- HRM
- LI
- MPD Overlay
- POS
- PUT
- R-1
- RC
- RCO Overlay
- RD
- RDM
- RM
- ROS
- SF
- Co.
- WilburnWest
- ECMZ Overlay
- FPZ Overlay

UPCM/PCMR
ANNEXATION

R.O.S.

RECREATION OPEN
SPACE

2

EXHIBIT "B"
Legal Description

LEGAL DESCRIPTION
ANNEXATION LANDS AT PCMR
March 2, 2007

A parcel of land located in Section 17, the east half of Section 18, Sections 19 and 20, the south half of Section 21, Sections 29 and 30, Township 2 South, Range 4 East, Salt Lake Base and Meridian and the east half of Section 25, Township 2 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more or less described as follows:

Beginning at the southwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the southerly line of Section 16 East 287.32 feet; thence along the westerly line of Section 21 South 390.37 feet; thence along the westerly line of Section 21 South 01°49'17" East 2234.94 feet; thence along the southerly line of the north half of Section 21 South 89°59'59" East 3204.88 feet; thence South 28°18'45" West 186.56 feet; thence South 29°09'57" West 315.97 feet; thence South 32°04'00" West 296.25 feet; thence South 47°29'30" West 405.07 feet; thence South 50°23'25" West 105.09 feet; thence South 56°00'00" West 94.90 feet; thence South 50°15'25" West 92.50 feet; thence South 40°35'50" West 110.80 feet; thence South 31°30'07" West 96.20 feet; thence South 27°54'51" West 126.00 feet; thence South 38°27'54" West 138.00 feet; thence South 33°26'55" West 136.00 feet; thence South 32°00'03" West 159.20 feet; thence South 32°14'53" West 101.60 feet; thence South 35°09'16" West 88.70 feet; thence South 46°47'25" West 123.00 feet; thence South 56°44'38" West 142.80 feet; thence South 15°21'41" West 116.30 feet; thence South 10°41'54" West 76.70 feet; thence North 71°42'35" West 163.49 feet; thence North 72°54'27" West 85.42 feet; thence South 86°11'16" West 94.42 feet; thence South 77°48'30" West 79.25 feet; thence South 77°19'44" West 85.84 feet; thence South 81°11'10" West 122.88 feet; thence South 67°45'58" West 149.28 feet; thence South 64°44'13" West 136.79 feet; thence South 82°14'00" West 672.44 feet; thence South 77°17'18" West 735.40 feet; thence South 87°35'00" West 778.00 feet; thence South 23°55'00" West 604.00 feet; thence South 10°48'36" West 569.75 feet; thence South 20°48'44" West 698.02 feet; thence South 30°09'00" West 354.14 feet; thence South 71°34'40" West 644.26 feet; thence South 49°33'13" West 616.72 feet; thence South 37°33'27" West 779.84 feet; thence South 35°07'44" West 548.54 feet; thence South 44°09'00" West 1236.63 feet; thence South 79°45'30" West 288.30 feet; thence South 83°01'30" West 494.40 feet; thence North 75°15'30" West 705.70 feet; thence North 88°10'30" West 612.40 feet; thence South 79°33'30" West 453.20 feet; thence North 68°16'30" West 378.70 feet; thence North 60°54'30" West 368.90 feet; thence North 29°57'30" West 201.20 feet; thence South 56°08'00" West 402.00 feet; thence South 61°28'00" West 304.10 feet; thence South 50°42'00" West 479.60 feet; thence South 54°28'00" West 792.00 feet; thence South 65°22'00" West 244.50 feet; thence South 78°48'00" West 685.80 feet; thence South 86°10'00" West 265.50 feet; thence South 88°22'00" West 302.90 feet; thence South 79°23'00" West 267.90 feet; thence South 79°50'00" West 261.50 feet; thence North 23°02'08" West 123.79 feet; thence North 17°52'03" West 155.35 feet; thence North 05°10'26" West 233.33 feet; thence North 69°34'42" West 736.28 feet; thence North 52°50'00" West 624.65 feet;

thence North 74°11'18" West 213.72 feet; thence North 36°49'35" West 701.84 feet; thence along the southerly line of the Matilda Lode, Mineral Survey No. 4959 North 80°12'00" East 936.47 feet; thence along the easterly line of the Matilda Lode, Mineral Survey No. 4959 North 21°36'00" West 612.00 feet; thence along the northerly line of the Fairbanks Fraction Lode, Mineral Survey No. 5364 North 75°31'00" East 388.60 feet; thence along the westerly line of the Indiana Lode, Mineral Survey No. 4760 North 35°42'00" West 308.10 feet; thence along the northerly line of the Indiana Lode, Mineral Survey No. 4760 North 63°32'00" East 372.80 feet; thence along the southerly line of the Malchite Lode, Lot 281 South 83°15'00" West 788.31 feet; thence along the Summit-Salt Lake County line North 21°28'07" East 381.77 feet; thence along the southerly line of the Augusta Lode, Lot 122 North 47°11'00" East 145.31 feet; thence along the northerly line of the R.K.D. Lode, Lot 287 North 83°15'00" East 489.90 feet; thence along the easterly line of the R.K.D. Lode, Lot 287 South 24°08'00" East 21.90 feet; thence along the northerly line of the Roscamp Lode, Lot 286 North 64°44'00" East 250.80 feet; thence North 129.30 feet; thence North 63°07'00" East 231.20 feet; thence North 56°30'00" East 794.20 feet; thence along the west line of Section 30 North 00°36'00" East 3.70 feet; thence North 45°41'00" East 214.75 feet; thence along the northerly line of the Hope Lode, Lot 299 North 36°45'00" East 147.10 feet; thence along the easterly line of the Pique No. 3 Lode, Mineral Survey No. 4742 North 44°41'00" West 26.10 feet; thence North 04°55'00" West 575.00 feet; thence along the southerly line of the Norma Lode, Mineral Survey No. 4177 South 76°24'00" West 177.28 feet; thence North 01°35'00" East 137.93 feet; thence East along the southerly line of Section 19 1321.46 feet; thence South 00°00'07" West 727.38 feet; thence South 39°30'00" East 659.89 feet; thence North 50°00'00" East 1050.51 feet; thence North 45°56'25" East 493.99 feet; thence North 13°09'11" East 3773.82 feet; thence North 09°05'46" East 4380.03 feet; thence North 11°27'54" West 1099.08 feet; thence along the northerly line of the Seldom Seen No. 4, Mineral Survey No. 5591 North 56°24'00" East 1500.00 feet; thence along the northerly line of the Seldom Seen No. 3, Mineral Survey 5591 North 29°33'00" East 977.60 feet; thence along the northerly line of the Seldom Seen No. 2, Mineral Survey No. 5591 North 24°18'00" East 609.56 feet; thence along the southerly line of Section 8 South 89°37'42" East 2375.13 feet; thence along the southerly line of Section 8 North 89°53'52" East 363.00 feet; thence South 40°33'27" East 1007.17 feet; thence South 130.35 feet; thence East 1611.37 feet; thence South 00°41'16" West 1728.36 feet; thence along the westerly line of Section 16 South 00°41'44" East 2670.13 feet to the point of beginning.

EXHIBIT "C"
Preliminary Plat

**EXHIBIT C – AMENDED AND RESTATED FLAGSTAFF DEVELOPMENT
AGREEMENT**

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

COPY

**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 superceded by an LMC definition of the term.

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

- 1.8 **“Northside Neighborhood”** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 **“Northside Neighborhood Property Owners”** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.
- 1.10 **“Pedestrian Village”** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **“Planned Unit Development” or “PUD”** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **“Pod Z”** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **“Project”** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **“Residential Accessory Uses”** 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 superseded 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 superceded by an LMC definition of the term.

- 1.15.11 Ticket Sales Areas
- 1.15.12 Ski Check Areas
- 1.15.13 Public Circulation Areas and Hallways
- 1.16 **“Richardson Flats”** means all of UPCM’s property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.
- 1.17 **“Transportation Hub”** means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.
- 1.18 **“Unit Equivalent,”** with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.⁵ Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof (as such may be determined in applicable MPD approvals) shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

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

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

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

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

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

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

2.2.1.4. **Pedestrian Village.** At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, 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	<u>5.40</u>
<i>Subtotal Residential</i>	<u>839</u>		<u>83.90</u>
<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	<u>15.00</u>
<i>Subtotal Commercial</i>	<u>75</u>		<u>15.00</u>
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)			<u>20.00</u>
<i>TOTAL AUEs</i>			<u>118.00</u>

*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 Company
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

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



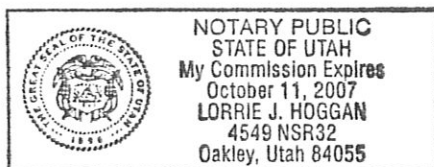
David J. Smith, Authorized Signing Officer

STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

On this 28th day of 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 Carlsbad, Utah

DEER VALLEY RESORT COMPANY,

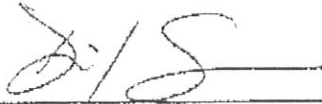
a Utah limited partnership

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

By: _____
Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



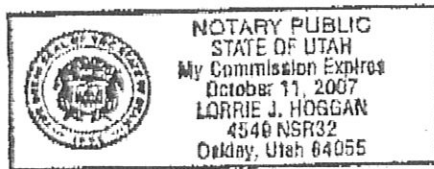
David J. Smith, Authorized Signing Officer

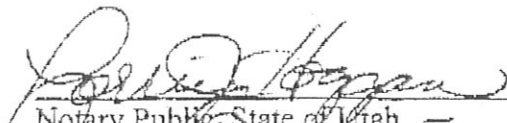
STATE OF UTAH)

: 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.

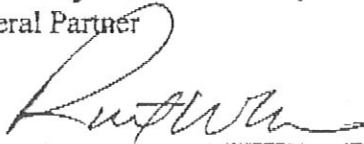



Notary Public, State of Utah
Residing in Valley, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

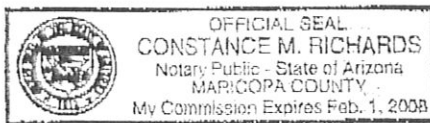
By: Royal Street of Utah, a Utah corporation,
General Partner

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

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 10, 2006

DESIGNED BY
 ARCHITECT
 CONSULTANT
 DRAFTSMAN

HART HOWERTON
 1000 W. 1000 S.
 SALT LAKE CITY, UT 84119
 (801) 466-1000
 www.hart-howerton.com

EXHIBIT D – 1
DEED RESTRICTION

**EXHIBIT A
TO
GRANT OF TALISKER CONSERVATION DEED RESTRICTION**

[Insert Legal Description of the Property]

WHEN RECORDED, MAIL TO:

Mark D. Harrington, City Attorney
Park City Municipal Corporation
445 Marsac Avenue
Park City, Utah 84060

COPY

TALISKER CONSERVATION DEED RESTRICTION

THIS GRANT OF CONSERVATION DEED RESTRICTION ("Deed Restriction") is made effective as of the 2nd day of March, 2007, by UNITED PARK CITY MINES COMPANY, a Delaware corporation ("UPMC"), its subsidiary, TALISKER LAND HOLDINGS, LLC ("TLH"), and Royal Street Land Company ("RSLC"), which contribute, grant and convey the rights described hereafter to PARK CITY MUNICIPAL CORPORATION, a city and political subdivision of the STATE OF UTAH located in Summit County, Utah ("City"). UPMC, TLH and RSLC are collectively referred to herein as "Grantor", and City is referred to herein as "Grantee". Grantor and Grantee are sometimes collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Grantor owns certain real property located in Park City and Summit County, Utah (the "Property") more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Property possesses natural, scenic, open space, public recreation, wildlife and wetland values described in Section 170(h)(4)(A) of the Internal Revenue Code of 1986 (the "Code") (collectively referred to herein as "Conservation Values"); and

WHEREAS, the specific Conservation Values of the Property are documented in materials sometimes referred to as the "Baseline Documentation," which consists of reports, maps, photographs and other documentation intended to provide the Parties with an accurate representation of the Property at the time of the granting of the Deed Restriction as defined below; and

WHEREAS, the Property is appropriate for substantial and regular skiing, year-round recreational and other uses as hereinafter described as the Reserved Use Rights, and the Property is necessary to the operation of the Park City Mountain Resort; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those existing at the time of the recording of this Deed Restriction, subject to the Reserved Use Rights; and

WHEREAS, Grantor further intends, as owner of the Property, to preserve and protect the conservation values of the Property in perpetuity, subject to the Reserved Use Rights; and

WHEREAS, GRANTEE is a political subdivision of the State of Utah described in Code Section 170(b)(1)(A)(v), (c)(1) and (h)(3)(A); and

WHEREAS, Grantee agrees by accepting this grant that the Deed Restriction contained herein significantly furthers a clearly delineated local governmental policy of Grantee, and that Grantee will honor the intentions of Grantor stated herein to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah and in particular U.C.A. Title 57, Chapter 18, Grantor hereby contributes, grants and conveys to Grantee a conservation Deed Restriction in perpetuity over the Property of the nature and character and to the extent set forth herein (the "Deed Restriction").

1. Purpose. It is the purpose of the Deed Restriction to prevent residential development on the Property and, subject to the Reserved Use Rights described in Section 3 of this Deed Restriction, to assure that the Property will be retained forever in its open, generally undeveloped condition as provided herein and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that the Deed Restriction will confine the use of the Property to those activities, including without limitation the Reserved Use Rights, that are consistent with the terms of this Deed Restriction.

2. Rights of Grantee. To accomplish the purpose of this Deed Restriction, the following rights are conveyed to Grantee by this Deed Restriction, subject at all times to the Reserved Use Rights:

(a) The right to preserve and protect the Conservation Values of the Property;

(b) The right to enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Deed Restriction; provided that such entry shall be upon prior reasonable notice to Grantor and to Grantor's tenants and subtenants, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property, whether directly or through tenants or subtenants;

(c) The right to prevent any activity on or use of the Property that is inconsistent with the terms of this Deed Restriction and to enforce the restoration of such areas or features of the Property that may be damaged by inconsistent activity or use, pursuant to Section 7 hereof; and

(d) The right to enforce this Deed Restriction by appropriate legal proceedings, after providing Grantor with reasonable notice and opportunity to cure, as provided in section 7 herein.

3. Reserved Use Rights. The following uses and practices (collectively referred to herein as the "Reserved Use Rights"), while not an exhaustive recital of permitted uses and practices, are consistent with the purpose of the Deed Restriction, and the following purposes

and practices shall not be precluded or prevented by this Deed Restriction to the extent they are not inconsistent with Conservation Values:

(a) Until the expiration or earlier termination of that certain Lease dated as of January 1, 1971, by and between UPCMCM and Treasure Mountain Resort Company ("Current Lessee"), as now amended, as the term may be extended from time to time (the "Lease"), all uses, practices and activities permitted under the Lease. The Parties agree that all permitted uses under the Lease are consistent with Conservation Values. Future amendments to or replacements of said Lease shall also be permitted, provided that such are consistent with applicable zoning requirements and this Deed Restriction.

(b) Upon and after the expiration or earlier termination of the Lease:

(i) Recreational, entertainment, and retail usages not inconsistent with Conservation Values.

(ii) All uses, practices and activities incident to the operation, maintenance, repair and replacement of the Park City Mountain Resort and related facilities when done in a manner not inconsistent with Conservation Values.

(iii) Substantial and regular skiing uses consisting of ski lifts, ski runs, and other winter and summer recreational and resort facilities and uses incident or related thereto, such facilities and uses to include (i) fuel storage and dispensing, (ii) bomb caches for avalanche control, (iii) maintenance facilities, (iv) vehicle fleet maintenance and operations, (v) bike trails, (vi) avalanche hazard reduction, (vii) forestry management, (viii) night skiing operations and related lighting, (ix) day lodges and restaurants, (x) yurts, (xi) mobile or modular units for security personnel, (xii) culinary water lines, pump stations and storage tanks, and (xiii) snowmaking water lines, pump stations, storage tanks and storage ponds, all of which are to be implemented in a manner not inconsistent with Conservation Values;

(iv) The construction, development and operation of ski-related development and other allowed uses as provided by the PCMR Development Agreement dated on or about June 25, 1998 (as amended from time to time in a manner not inconsistent with Conservation Values), including activities conducted under Master Festival Licenses, and recreational, entertainment, and retail usages that are not inconsistent with the Development Agreement, underlying zoning or with Conservation Values;

(v) The construction, installation, use, maintenance, repair, replacement and relocation of water wells, water lines, sanitary sewer lines, storm sewer lines and the right to discharge their flows, natural gas lines, electric power lines, cable television lines, telephone lines, and other utility lines, together with the right to temporarily stockpile construction materials and equipment as approved by the Grantee, so long as such uses are necessary for the Reserved Use Rights, are located in disturbed areas such as ski runs or existing utility corridors

(unless otherwise approved by the Grantee) and are not inconsistent with Conservation Values;

(vi) The construction, installation, use, maintenance, repair, replacement and relocation of secondary access roads provided all applicable land use approvals are obtained from Grantee (nothing herein shall be deemed as such approval) and such are done in a manner not inconsistent with Conservation Values;

(vii) All activities on the Property that are necessary to perform investigation, remediation, closure and/or reclamation work consistent with or required by law with respect to any portion of the Property that has been used previously for mining activities or mining operations;

(viii) The right to access all subsurface oil, gas or other minerals by subsurface techniques to the maximum extent permitted by a "Qualified Mineral Interest" within the meaning of Section 170(h)(6) of the Code provided that such rights are exercised only without use of any surface mining method and only in a manner which is not inconsistent with the Conservation Values.

(ix) Passive uses otherwise allowed by the Park City Land Management Code in the ROS District intended to preserve and protect the Conservation Values.

4. Prohibited Uses and Practices. Any activity on or use of the Property inconsistent with the purpose of the Deed Restriction is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Any residential construction or use including hotels and lodging, and any surface mining, use of surface mining methods or mining by any method inconsistent with Conservation Values; and

(b) Hunting or trapping for any purpose other than predatory or problem animal control.

The foregoing prohibited activities and uses may be amended by the express written agreement of the Grantee and Grantor, provided such amendment is not inconsistent with either Section 170(h) of the Code or Conservation Values.

5. Existing Liens. The Property is subject to all existing easements and other liens and encumbrances of record.

6. Reserved Rights. Grantor reserves to Grantor and to Grantor's successors and assigns as the owner of the Property all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are consistent with the purpose of the Deed Restriction and that are not expressly prohibited herein, including without limitation the right to engage in or permit others to engage in Reserved Use Rights.

6.1 Minor Boundary Adjustments. Grantor reserves the right to make reasonable and minor boundary line adjustments in the legal description of the Property, provided that any such adjustments are consistent with the Reserved Use Rights and provided that the total area of the Property that is subject to the Deed Restriction shall not be reduced as the result of any such boundary line adjustments. The Grantee shall execute, acknowledge and record in the Office of the Recorder of Summit County, Utah any amendments to this Deed Restriction proposed by Grantor for such purpose so long as such adjustments are not inconsistent with Conservation Values.

6.2 Notice of New Uses. Grantor agrees to notify Grantee in writing at least 30 days in advance of any change in use or exercise of any Reserved Use Right which may have an adverse impact on any Conservation Value.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Deed Restriction or that a violation is threatened, Grantee shall give written notice to both Grantor and Current Lessee of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the terms of this Deed Restriction, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed Restriction, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Deed Restriction or injury to any Conservation Values protected by the Deed Restriction, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Deed Restriction, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Deed Restriction are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Deed Restriction, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Current Lessee shall, with at least simultaneous notice to Grantor, have the right, but not the duty, to undertake any above described cures on behalf of Grantor if Grantor has not commenced such cure at least five days before the end of the cure period described herein.

7.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Deed Restriction against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Deed Restriction shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Deed Restriction, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

7.2 Grantee's Enforcement. Failure by Grantee to immediately enforce this Deed Restriction in the event of any breach of any term of this Deed Restriction by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Deed Restriction.

7.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

7.4 Acts Beyond Grantor's Control. Nothing contained in this Deed Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. Access. No specific right of access by the general public to any specific portion of the Property is conveyed by this Deed Restriction, but the overall operation of the Property shall be such as to provide the Public substantial and regular access for recreational and scenic uses.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, the Deed Restriction, and shall furnish Grantee with satisfactory evidence of payment upon request.

9.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (b) the obligations specified in Sections 9 and 9.1; and (c) the existence or administration of this Deed Restriction.

10. Property Interest: Condemnation or Extinguishment. The Deed Restriction constitutes a real property interest immediately vested in Grantee, which the Parties agree can not be extinguished except by (i) a super majority vote by at least 80% of the City Council and a vote of the City residents, and (ii) a judicial action as permitted under Treas. Reg. 1.170A-14(g)(6)(i), and which, for the purposes of this Deed Restriction, the Parties stipulate to have a fair market value determined in accordance with the requirements of the Code and Treas. Reg. 1.170A-14(g)(6)(ii), as applicable to conservation contributions. Grantee acknowledges that Grantor is making a bargain contribution as described in the eighth sentence of Treas. Reg. 1.170A-14(h)(3)(i), but makes no representation as to the tax consequences of the transaction contemplated by this Deed Restriction. Grantor will obtain independent tax counsel and be solely responsible for compliance requirements of the Code. The values as of the date of this Deed Restriction shall be those values used to calculate the deduction, if any, for federal income tax purposes allowable by reason of this Deed Restriction, pursuant to Section 170(h) of the Code. If the Deed Restriction is taken, in whole or in part, by exercise of the power of eminent domain or by an extinguishment by judicial proceeding permitted under Treas. Reg. 1.170A-14(g)(6)(i), Grantee shall be entitled to compensation in accordance with applicable law (but in no event less than the amount required to be received under Treas. Reg. 1.170A-14(g)(6)(ii)) and such proceeds shall be used in solely in accordance with Treas. Reg. 1.170A-14(c)(2).

11. Transfer, Assignment and Substitution of Conservation Easement. The Deed Restriction is not transferable by Grantee so long as the Lease is in effect. Grantor agrees (to the extent it can be done in compliance with all provisions of the Code and Treasury Regulations then in effect) that, upon Grantee's request after the Lease is no longer in effect, Grantor will cooperate with the City and will take all reasonable steps necessary to substitute for this Deed Restriction a Conservation Easement having identical substantive terms. Further, within a reasonable time after the expiration or other termination of the Lease, the Grantee shall, to the extent permitted by the Code and Treasury Regulations then in effect, transfer the Deed Restriction (or Conservation Easement, if substituted as provided above) to a non-governmental eligible donee within the meaning of Treas. Reg. 1.170A-14(c)(1) in a properly documented transfer complying with all requirements of law including, without limit, Treas. Reg. 1.170A-14(c)(2).

12. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Deed Restriction and otherwise evidences the status of this Deed Restriction as may be requested by Grantor.

13. Baseline Documentation. The Parties acknowledge that an inventory of Baseline Documentation relating to the Property has been completed based upon information available to Grantor on the date hereof and which has been provided by Grantor to Grantee. Copies of this inventory of Baseline Documentation are on file in Grantee's offices and in Grantor's offices. The Parties acknowledge that this collection of Baseline Documentation contains an accurate representation of the condition of the Property subject to the Deed Restriction and the natural

resources associated with the Property as of the date of the execution of this Deed Restriction in accordance with Treasury Regulation § 1.170A-14(g)(5)(i). Notwithstanding the foregoing, in the event of a controversy arising with respect to the nature of the biological and/or physical condition of the Property, the Parties shall not be foreclosed from using any and all other relevant or material documents, surveys, reports and other information to assist in the resolution of that controversy.

14. Notices. Any notice, demand, request, consent, approval, or communication that any Party to this Deed Restriction desires or is required to give to the other Parties shall be in writing and shall be served either personally or sent by first class mail, postage prepaid, addressed as follows:

To United Park City Mines Company, Grantor:	United Park City Mines Company Attn.: David J. Smith 900 Main Street, Suite 6107 P. O. Box 1450 Park City, UT 84060
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To Talisker Land Holdings, LLC, Grantor:	Talisker Land Holdings, LLC Attn.: David J. Smith 900 Main Street, Suite 6111 P. O. Box 4349 Park City, Utah 84060
--	--

To Royal Street Land Company, Grantor:	Royal Street Land Company Attn: Robert W. Wells 7620 Royal Street East P. O. Box 3179 Park City, UT 84060
--	---

To Park City Municipal Corporation, Grantee:	Office of the Mayor 445 Marsac Avenue Park City, UT 84060
--	---

or to such other address as any Party to this Agreement from time to time shall designate by written notice to the other Party.

15. Recordation. Grantee shall record this Deed Restriction in a timely fashion in the Office of the Recorder of Summit County, Utah, and Grantee may re-record it at any time as may be required to preserve Grantee's rights in the Deed Restriction.

16. General Provisions.

(a) Controlling Law. The Code, Treasury Regulations and laws of the State of Utah shall govern the interpretation and performance of this Deed Restriction.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed Restriction shall be liberally construed in favor of preserving Conservation Values and to effect the purpose of the Deed Restriction and the policy and purposes of both Utah statute and Section 170(h) of the Code. If any provision in this Deed Restriction is found to be ambiguous, an interpretation consistent with Conservation Values and the purpose of the Deed Restriction that would render the provision valid shall be favored over any such interpretation that would render it invalid.

(c) Severability. If any provision of this Deed Restriction, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed Restriction, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This Deed Restriction sets forth the entire agreement of the Parties hereto with respect to the Deed Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Deed Restriction, all of which are merged herein.

(e) Amendments. Any amendments to this Deed Restriction must be in writing and must be executed by all Parties hereto.

(f) No Forfeiture. Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.

(g) Successors. The covenants, terms, conditions, and restrictions of this Deed Restriction shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(h) Termination of Rights and Obligations. A Party's rights and obligations under this Deed Restriction (but no part of the Deed Restriction itself) shall terminate upon transfer of the Party's interest in the Deed Restriction or the Property, as the case may be, except that responsibility for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this Deed Restriction have been inserted solely for convenience of reference and are not a part of this Deed Restriction and shall have no effect upon the construction or interpretation hereof.

IN WITNESS WHEREOF Grantor and Grantee have caused this Deed Restriction to be executed by persons duly authorized to execute the same as of the day and year first above written.

[signatures follow on next pages]

GRANTOR:

UNITED PARK CITY MINES COMPANY, a
Delaware corporation

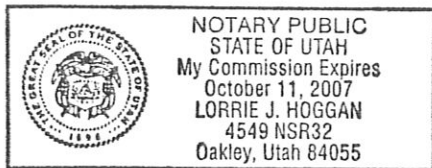
By: 
David J. Smith, Authorized Signing Officer

TALISKER LAND HOLDINGS, LLC, a Delaware
limited liability company

By: 
David J. Smith, Authorized Signing Officer

STATE OF UTAH)
 : SS.
COUNTY OF SUMMIT)

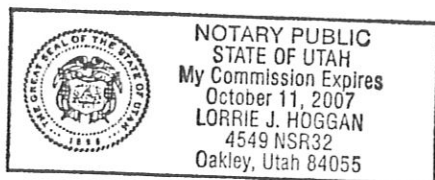
The foregoing instrument was acknowledged before me this 1st day of March, 2007 by David J. Smith in his capacity as the Authorized Signing Officer of United Park City Mines Company, a Delaware corporation.

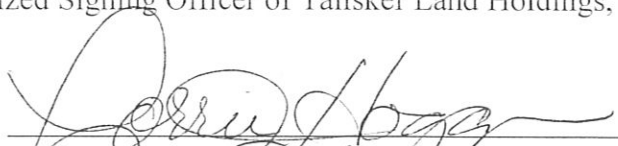



NOTARY PUBLIC
Residing at: Oakley, Utah

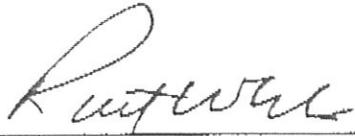
STATE OF UTAH)
 : SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 1st day of March, 2007 by David J. Smith in his capacity as the Authorized Signing Officer of Talisker Land Holdings, LLC, a Delaware limited liability company.



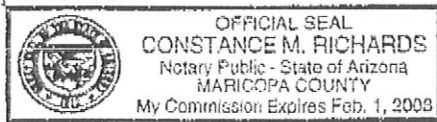

NOTARY PUBLIC
Residing at: Oakley, Utah

ROYAL STREET LAND COMPANY, a
Utah corporation

By: 
Robert W. Wells, Vice President

ARIZONA
STATE OF ~~UTAH~~)
MARICOPA : ss.
COUNTY OF ~~SUMMIT~~)

The foregoing instrument was acknowledged before me this 1 day of March, 2007 by Robert W. Wells in his capacity as Vice President of Royal Street Land Company, a Utah corporation.



Constance M. Richards
NOTARY PUBLIC
Residing at: Maricopa County, AZ

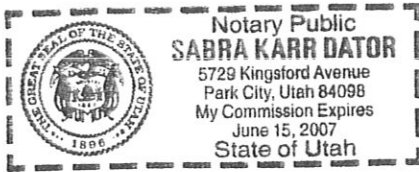
GRANTEE:

PARK CITY MUNICIPAL CORPORATION,
a Utah city and political subdivision.

By: Dana Williams

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 2nd day of March, 2007 by Dana Williams, as the Mayor of Park City Municipal Corporation, a Utah city and political subdivision.



Sabra Karr Dator
NOTARY PUBLIC
Residing at: Summit Co.

LEGAL DESCRIPTION
PCMR LANDS DEED RESTRICTION
March 2, 2007

A parcel of land located in the southwest quarter of Section 16, Section 17, the east half of Section 18, Sections 19 and 20, the south half of Section 21, Sections 29 and 30, Township 2 South, Range 4 East, Salt Lake Base and Meridian and the east half of Section 25, Township 2 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more or less described as follows:

Beginning at point is that North 00°30'11" West 934.67 feet along section line and West 3404.71 feet from the southeast corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the northernmost corner of King Road Estate, recorded February 26, 2002 as entry no. 612078, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence along the westerly boundary of said King Road Estate the following sixteen (16) courses: 1) South 11°44'40" West 75.86 feet; thence 2) South 08°16'31" East 93.02 feet; thence 3) South 03°34'29" West 97.70 feet; thence 4) South 11°54'04" West 151.80 feet; thence 5) South 03°04'59" West 97.45 feet; thence 6) South 16°59'41" East 157.20 feet; thence 7) South 11°10'49" East 123.76 feet; thence 8) South 19°07'06" West 182.56 feet; thence 9) South 17°58'26" East 97.99 feet; thence 10) South 08°24'14" West 124.71 feet; thence 11) South 14°01'12" West 102.12 feet; thence 12) South 21°15'12" West 223.98 feet; thence 13) South 00°02'02" West 420.00 feet; thence 14) South 09°57'58" East 290.00 feet; thence 15) South 38°02'02" West 601.95 feet; thence 16) South 21°27'58" East 195.08 feet to the northerly boundary of the Silver King Mining Reservation; thence along the northerly boundary of the Silver King Mining Reservation the following three (3) courses: 1) South 68°24'45" West 1065.03 feet; thence 2) South 61°30'44" West 93.44 feet; thence 3) South 67°30'00" West 25.28 feet to the westerly line of Section 21; thence along the westerly line of Section 21 South 01°49'17" East 266.83 feet; thence along the southerly line of the north half of Section 21 South 89°59'59" East 3204.88 feet; thence South 28°18'45" West 186.56 feet; thence South 29°09'57" West 315.97 feet; thence South 32°04'00" West 296.25 feet; thence South 47°29'30" West 405.07 feet; thence South 50°23'25" West 105.09 feet; thence South 56°00'00" West 94.90 feet; thence South 50°15'25" West 92.50 feet; thence South 40°35'50" West 110.80 feet; thence South 31°30'07" West 96.20 feet; thence South 27°54'51" West 126.00 feet; thence South 38°27'54" West 138.00 feet; thence South 33°26'55" West 136.00 feet; thence South 32°00'03" West 159.20 feet; thence South 32°14'53" West 101.60 feet; thence South 35°09'16" West 88.70 feet; thence South 46°47'25" West 123.00 feet; thence South 56°44'38" West 142.80 feet; thence South 15°21'41" West 116.30 feet; thence South 10°41'54" West 76.70 feet; thence North 71°42'35" West 163.49 feet; thence North 72°54'27" West 85.42 feet; thence South 86°11'16" West 94.42 feet; thence South 77°48'30" West 79.25 feet; thence South 77°19'44" West 85.84 feet; thence South 81°11'10" West 122.88 feet; thence South 67°45'58" West 149.28 feet; thence South 64°44'13" West 136.79 feet; thence South 82°14'00" West 672.44 feet; thence South 77°17'18" West 735.40 feet; thence South 87°35'00" West 778.00 feet; thence South 23°55'00" West 604.00 feet; thence South 10°48'36" West 569.75 feet; thence South 20°48'44" West 698.02 feet; thence South

30°09'00" West 354.14 feet; thence South 71°34'40" West 644.26 feet; thence South 49°33'13" West 616.72 feet; thence South 37°33'27" West 779.84 feet; thence South 35°07'44" West 548.54 feet; thence South 44°09'00" West 1236.63 feet; thence South 79°45'30" West 288.30 feet; thence South 83°01'30" West 494.40 feet; thence North 75°15'30" West 705.70 feet; thence North 88°10'30" West 612.40 feet; thence South 79°33'30" West 453.20 feet; thence North 68°16'30" West 378.70 feet; thence North 60°54'30" West 368.90 feet; thence North 29°57'30" West 201.20 feet; thence South 56°08'00" West 402.00 feet; thence South 61°28'00" West 304.10 feet; thence South 50°42'00" West 479.60 feet; thence South 54°28'00" West 792.00 feet; thence South 65°22'00" West 244.50 feet; thence South 78°48'00" West 685.80 feet; thence South 86°10'00" West 265.50 feet; thence South 88°22'00" West 302.90 feet; thence South 79°23'00" West 267.90 feet; thence South 79°50'00" West 261.50 feet; thence North 23°02'08" West 123.79 feet; thence North 17°52'03" West 155.35 feet; thence North 05°10'26" West 233.33 feet; thence North 69°34'42" West 736.28 feet; thence North 52°50'00" West 624.65 feet; thence North 74°11'18" West 213.72 feet; thence North 36°49'35" West 701.84 feet; thence along the southerly line of the Matilda Lode, Mineral Survey No. 4959 North 80°12'00" East 936.47 feet; thence along the easterly line of the Matilda Lode, Mineral Survey No. 4959 North 21°36'00" West 612.00 feet; thence along the northerly line of the Fairbanks Fraction Lode, Mineral Survey No. 5364 North 75°31'00" East 388.60 feet; thence along the westerly line of the Indiana Lode, Mineral Survey No. 4760 North 35°42'00" West 308.10 feet; thence along the northerly line of the Indiana Lode, Mineral Survey No. 4760 North 63°32'00" East 372.80 feet; thence along the southerly line of the Malchite Lode, Lot 281 South 83°15'00" West 788.31 feet; thence along the Summit-Salt Lake County line North 21°28'07" East 381.77 feet; thence along the southerly line of the Augusta Lode, Lot 122 North 47°11'00" East 145.31 feet; thence along the northerly line of the R.K.D. Lode, Lot 287 North 83°15'00" East 489.90 feet; thence along the easterly line of the R.K.D. Lode, Lot 287 South 24°08'00" East 21.90 feet; thence along the northerly line of the Roscamp Lode, Lot 286 North 64°44'00" East 250.80 feet; thence North 129.30 feet; thence North 63°07'00" East 231.20 feet; thence North 56°30'00" East 794.20 feet; thence along the west line of Section 30 North 00°36'00" East 3.70 feet; thence North 45°41'00" East 214.75 feet; thence along the northerly line of the Hope Lode, Lot 299 North 36°45'00" East 147.10 feet; thence along the easterly line of the Pique No. 3 Lode, Mineral Survey No. 4742 North 44°41'00" West 26.10 feet; thence North 04°55'00" West 575.00 feet; thence along the southerly line of the Norma Lode, Mineral Survey No. 4177 South 76°24'00" West 177.28 feet; thence North 01°35'00" East 137.93 feet; thence East along the southerly line of Section 19 1321.46 feet; thence South 00°00'07" West 727.38 feet; thence South 39°30'00" East 659.89 feet; thence North 50°00'00" East 1050.51 feet; thence North 45°56'25" East 493.99 feet; thence North 13°09'11" East 3773.82 feet; thence North 09°05'46" East 4380.03 feet; thence North 11°27'54" West 1099.08 feet; thence along the northerly line of the Seldom Seen No. 4, Mineral Survey No. 5591 North 56°24'00" East 1500.00 feet; thence along the northerly line of the Seldom Seen No. 3, Mineral Survey 5591 North 29°33'00" East 977.60 feet; thence along the northerly line of the Seldom Seen No. 2, Mineral Survey No. 5591 North 24°18'00" East 609.56 feet; thence along the southerly line of Section 8 South 89°37'42" East 2375.13 feet; thence along the southerly line of Section 8 North 89°53'52" East 363.00 feet; thence (along the boundary of property owned by Park Properties) the following three (3) courses: 1) South 40°33'27" East 1007.17 feet; thence 2) South 130.35

feet; thence 3) East 119.98 feet to the southwesterly boundary of the parcel described in that Special Warranty Deed recorded October 30, 1975 as entry no. 129128 in the office of the recorder, Summit County, Utah; thence along said parcel South 40°33'27" East 643.53 feet to the southwesterly line of Parcel No. 7, described in the document recorded on March 18, 1971 as entry no. 112831 in the office of the recorder, Summit County, Utah; thence along the boundary of said Parcel No. 7 the following two (2) courses: 1) South 40°33'27" East 1600.00 feet; thence 2) South 46°37'01" East 2570.22 feet (deed South 46°54'22" East) to the point of beginning.

Description contains 2,931 acres, more or less.

X:\Empire\Docs\Talisker\Desc\259-pcmr deed restrict.doc

EXHIBIT D – 2
CONSERVATION EASEMENT

COPY

WHEN RECORDED MAIL TO

Summit Land Conservancy
Attn: Cheryl Fox, Executive Director
1650 Park Avenue
P. O. Box 1775
Park City, UT 84060

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT ("Easement") is made effective as of the 2nd day of March, 2007, by UNITED PARK CITY MINES COMPANY, a Delaware corporation ("UPCMC") and its subsidiary, TALISKER LAND HOLDINGS, LLC ("TLH"), which contribute, grant and convey the rights described hereafter to SUMMIT LAND CONSERVANCY, a Utah non-profit corporation ("Summit"). UPCM and TLH are collectively referred to herein as "Grantor" and Summit is referred to herein as "Grantee". Grantor and Grantee are sometimes collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Grantor owns certain real property located in Summit County, Utah (the "Property") more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Property possesses natural, scenic, open space, and public recreation values as described in Section 170(h)(4)(A) of the Internal Revenue Code of 1986 (the "Code") (collectively referred to herein as "Conservation Values"); and

WHEREAS, the specific Conservation Values of the Property are documented in materials sometimes referred to as the "Baseline Documentation," which consists of narratives, maps, photographs and other documentation intended to provide the Parties with an accurate representation of the Property at the time of the granting of the Easement as defined below; and

WHEREAS, located on the Property is a certain historic mining structure and related improvements identified in the Baseline Documentation (collectively, the "Historic Mining Improvements"); and

WHEREAS, the Property is appropriate for substantial and regular year-round recreational and other uses as hereinafter described as the Reserved Use Rights; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those existing at the time of the recording of this Easement, subject to the Reserved Use Rights; and

WHEREAS, Grantor further intends, as owner of the Property, to preserve and protect the conservation values of the Property in perpetuity, subject to the Reserved Use Rights; and

WHEREAS, GRANTEE is a qualified organization described in Code Section 170(b)(1)(A)(vi), (c)(2) and (h)(3)(A); and

WHEREAS, Grantee agrees by accepting this grant that the Easement contained herein significantly furthers conservation values including a clearly delineated local governmental policy of Park City Municipal Corporation, and that Grantee will honor the intentions of Grantor stated herein to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah and in particular U.C.A. Title 57, Chapter 18, Grantor hereby contributes, grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent set forth herein (the "Easement").

1. Purpose. It is the primary purpose of the Easement to prevent residential development on the Property and, subject to the Reserved Use Rights described in Section 3 of this Easement, to assure that the Property will be retained forever in its open, generally undeveloped condition as provided herein and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that the Easement will confine the use of the Property to those activities, including without limitation the Reserved Use Rights, that are consistent with the terms of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement, subject at all times to the Reserved Use Rights:

- (a) The right to preserve and protect the Conservation Values of the Property;
- (b) The right to enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
- (c) The right to prevent any activity on or use of the Property that is inconsistent with the terms of this Easement and to enforce the restoration of such areas or features of the Property that may be damaged by inconsistent activity or use, pursuant to Section 7 hereof; and
- (d) The right to enforce this Easement by appropriate legal proceedings, after providing Grantor with reasonable notice and opportunity to cure, as provided in section 7 herein.

3. Reserved Use Rights. The following uses and practices (collectively referred to herein as the "Reserved Use Rights") are consistent with the purpose of the Easement, shall not be precluded or prevented by this Easement to the extent they are not inconsistent with Conservation Values:

(a) Substantial and regular recreational uses consisting of winter and summer recreational uses to include (i) bike, skiing, snowshoe and hiking trails, (ii) avalanche hazard reduction, (iii) forestry management, and (iv) other passive recreational activities (e.g., ornithology and botany);;

(b) the establishment and maintenance of culinary water lines, pump stations and storage tanks, snowmaking water lines, pump stations, storage tanks and storage ponds, all of which are to be implemented in a manner not inconsistent with Conservation Values but which shall not involve the construction of any new buildings;

(c) The protection, maintenance, repair, renovation, restoration and use of the Historic Mining Improvements by Grantor subject to the approval of Park City Municipal Corporation, in cooperation with the Utah Historic Preservation Society, and in a manner not inconsistent with the Conservation Values;

(d) The construction, installation, use, maintenance, repair, replacement and relocation of utilities including water wells, water lines, sanitary sewer lines, storm sewer lines [and the right to discharge their flows], natural gas lines, electric power lines, cable television lines, telephone lines, and other utility lines, together with the right to temporarily stockpile materials and equipment as expressly approved in writing by the Grantee, so long as such uses are necessary for the Reserved Use Rights, are located in disturbed areas such as ski runs or existing utility corridors (unless otherwise approved by the Grantee) and are not inconsistent with Conservation Values;

(e) The use, maintenance and repair of existing roads (no new roads may be constructed) provided all applicable land use approvals are obtained from Park City Municipal Corporation (nothing herein shall be deemed as such approval) and such are done in a manner not inconsistent with Conservation Values;

(f) All activities on the Property that are necessary to perform investigation, remediation, closure and/or reclamation work consistent with or required by law with respect to any portion of the Property that has been used previously for mining activities or mining operations;

(g) The right to access all subsurface oil, gas or other minerals by subsurface techniques to the maximum extent permitted by a "Qualified Mineral Interest" within the meaning of Section 170(h)(6) of the Code provided that such rights are exercised only without use of any surface mining method and only in a manner which is not inconsistent with the Conservation Values.

(h) Passive uses otherwise allowed by the Park City Land Management Code in the ROS District intended to preserve and protect the Conservation Values.

4. Prohibited Uses and Practices. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Any residential development or use including hotels condominiums and overnight lodging, and any surface mining, use of surface mining methods or mining by any method inconsistent with Conservation Values; and

(b) Hunting or trapping for any purpose other than predatory or problem animal control.

5. Existing Encumbrances. The Property is subject to all existing easements and other encumbrances of record.

6. Reserved Rights. Grantor reserves to Grantor and to Grantor's successors and assigns as the owner of the Property all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are consistent with the purpose of the Easement and that are not expressly prohibited herein, including without limitation the right to engage in or permit others to engage in Reserved Use Rights.

6.1 Minor Boundary Adjustments. Grantor reserves the right to make reasonable and minor boundary line adjustments in the legal description of the Property, provided that any such adjustments are consistent with the Reserved Use Rights and provided that the total area of the Property that is subject to the Easement shall not be reduced as the result of any such boundary line adjustments. The Grantee shall execute, acknowledge and record in the Office of the Recorder of Summit County, Utah any amendments to this Easement proposed by Grantor for such purpose so long as such adjustments are not inconsistent with Conservation Values.

6.2 Notice of Reserved Use Rights and New Uses and Other Purposes. Grantor agrees to notify Grantee in writing at least 30 days in advance of any change in use or exercise of any Reserved Use Right or other activity undertaken by Grantor which may have an adverse impact on any Conservation Value. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, such as those provided in Paragraph 3 above, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner consistent with the terms and Purpose of this Easement Agreement. Therefore the notice shall describe the activity in sufficient detail to permit Grantee to make an informed judgment as to the consistency of the intended action with the requirements and Purpose of this Easement Agreement. Grantor further agrees to give written notice to Grantee of the transfer of any interest in the Property, including but not limited to any sale, gift, or long-term lease, at least thirty (30) days prior to the date of such transfer.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to both Grantor and Current Lessee of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the terms of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or

fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by the Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Current Lessee shall, with at least simultaneous notice to Grantor, have the right, but not the duty, to undertake any above described cures on behalf of Grantor if Grantor has not commenced such cure at least five days before the end of the cure period described herein.

7.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, the reasonable fees and expenses of any expert engaged by Grantee, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

7.2 Grantee's Enforcement. Failure by Grantee to immediately enforce this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement.

7.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

7.4 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. Access. No specific right of access by the general public to any specific portion of the Property is conveyed by this Easement, but the overall operation of the Property shall be such as to provide the Public substantial and regular access for recreational and scenic uses. However, Grantor agrees with Grantee to refrain from taking any action to post against, prohibit, charge a fee, or otherwise discourage access and use of established trails as shown on Exhibit B by the general public for traditional, daytime, non-intensive outdoor recreation such as back country skiing, hiking, mountain biking, trail running, and other activities that are permitted in Park City's ROS zones; except that Grantor and Grantee may mutually agree in writing to temporarily restrict public access on the public trails, but only to the extent and for the duration necessary to assure safety, to permit necessary maintenance, or to preserve important scenic, ecological, or other Conservation Values of the Property. Notwithstanding any public use of the Property and any insurance coverage therefore, neither the Grantor nor the Grantee assumes any obligation to maintain the Property for public recreational use, and Grantor and Grantee claim all the rights and immunities against liabilities for injury to the public to the fullest extent of the law under Utah Code Annotated §57-14-3 and §57-14-4 and or any tort claims act for government, and/or charitable immunity statutes for nonprofits.

9. Costs and Liabilities. Grantor retains sole and exclusive responsibility and shall bear all costs, expenses, fees, and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of comprehensive general liability insurance coverage with a limit of at least \$2,000,000. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, the Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

9.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees arising from or in any connection with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (b) the obligations specified in Sections 9 and 9.1; and (c) the existence or administration of this Easement.

9.3 Insurance. The Grantor covenants and warrants that it will maintain Public Liability Insurance, with sound and reputable insurers licensed to transact business in the State of Utah, in the amount of at least \$2,000,000.00 insuring against the risks posed by the construction, maintenance, operation, repair, inspection and public trail use of the easement area. The Grantor shall name the Grantee as an additional insured on the liability insurance policy. Upon request, Grantor shall provide Grantee with a certificate of insurance confirming the foregoing coverage.

9.4 Hazardous Materials. Grantor also agrees to defend and indemnify Grantee against obligations arising from past, present or future dumping of hazardous materials on the Property, and any obligations associated with their cleanup or containment.

10. Property Interest: Condemnation or Extinguishment. The Easement constitutes a real property interest immediately vested in Grantee, which the Parties agree can not be extinguished except by a judicial action as permitted under Treas. Reg. 1.170A-14(g)(6)(i), and which, for the purposes of this Easement, the Parties stipulate to have a fair market value determined in accordance with the requirements of the Code and Treas. Reg. 1.170A-14(g)(6)(ii), as applicable to conservation contributions. Grantor will obtain independent tax counsel and be solely responsible for compliance requirements of the Code with respect to the establishment of the fair market value of the Property upon recordation of this Easement; it being understood that Grantee shall have no responsibility relative to the establishment of values for the Property. The values as of the date of this Easement shall be those values used to calculate the deduction, if any, for federal income tax purposes allowable by reason of this Easement, pursuant to Section 170(h) of the Code. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain or by an extinguishment by judicial proceeding permitted under Treas. Reg. 1.170A-14(g)(6)(i), Grantee shall be entitled to compensation in accordance with applicable law (but in no event less than the amount required to be received under Treas. Reg. 1.170A-14(g)(6)(ii)) and such proceeds shall be used in solely in accordance with Treas. Reg. 1.170A-14(c)(2).

11. Assignment. The Easement is not transferable by Grantee except to a non-governmental eligible donee within the meaning of Treas. Reg. 1.170A-14(c)(1) in a properly documented transfer complying with all requirements of law including, without limit, Treas. Reg. 1.170A-14(c)(2).

12. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

13. Baseline Documentation. The Parties acknowledge that an inventory of Baseline Documentation relating to the Property has been completed based upon information available to Grantor on the date hereof and which has been provided by Grantor to Grantee. Copies of this inventory of Baseline Documentation are on file in Grantee's offices and in Grantor's offices. The Parties acknowledge that this collection of Baseline Documentation contains an accurate representation of the condition of the Property subject to the Easement and the natural resources associated with the Property as of the date of the execution of this Easement in accordance with Treasury Regulation § 1.170A-14(g)(5)(i). Notwithstanding the foregoing, in the event of a controversy arising with respect to the nature of the biological and/or physical condition of the Property, the Parties shall not be foreclosed from using any and all other relevant or material documents, surveys, reports and other information to assist in the resolution of that controversy.

14. Notices. Any notice, demand, request, consent, approval, or communication that any Party to this Easement desires or is required to give to the other Parties shall be in writing

and shall be served either personally or sent by first class mail, postage prepaid, or by other courier providing reliable proof of delivery, and addressed as follows:

To United Park City Mines Company, Grantor:	United Park City Mines Company Attn.: David J. Smith 900 Main Street, Suite 6107 P. O. Box 1450 Park City, Utah 84060
To Talisker Land Holdings, LLC, Grantor:	Talisker Land Holdings, LLC Attn.: David J. Smith 900 Main Street, Suite 6111 P. O. Box 4349 Park City, Utah 84060
To Summit Land Conservancy, Grantee:	Summit Land Conservancy Attn: Cheryl Fox, Executive Director 1650 Park Avenue PO Box 1775 Park City, UT 84060

or to such other address as any Party to this Agreement from time to time shall designate by written notice to the other Party.

15. Recordation. Grantee shall record this Easement in a timely fashion in the Office of the Recorder of Summit County, Utah, and Grantee may re-record it at any time as may be required to preserve Grantee's rights in the Easement.

16. General Provisions.

(a) Controlling Law. The Code, Treasury Regulations and laws of the State of Utah shall govern the interpretation and performance of this Easement.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of preserving Conservation Values and to effect the purpose of the Easement and the policy and purposes of both Utah statute and Section 170(h) of the Code. If any provision in this Easement is found to be ambiguous, an interpretation consistent with Conservation Values and the purpose of the Easement that would render the provision valid shall be favored over any such interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This Easement sets forth the entire agreement of the Parties hereto with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) Amendments. The Parties may by mutual written agreement jointly amend this Easement; provided that no amendment shall be made that would not be in compliance with the then existing Code or the Treasury Regulations (including the interpretation or application thereof by any court) or that would adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code, the Treasury Regulations, and the laws of the State of Utah, as then existing. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its duration, shall not permit any of the prohibited uses and practices described herein including residential, hotel and lodging uses and development, and shall not permit any impairment of the Conservation Values of the Property. Any such amendment shall be filed in the Summit County Recorder's office. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

(f) No Forfeiture. Nothing contained herein will result in the forfeiture or reversion of Grantor's title in any respect.

(g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

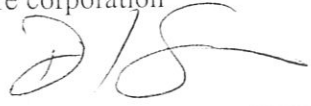
(h) Termination of Rights and Obligations. A Party's rights and obligations under this Easement (but no part of the Easement itself) shall terminate upon transfer of the Party's interest in the Easement or the Property, as the case may be, except that responsibility for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this Easement have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon the construction or interpretation hereof.

IN WITNESS WHEREOF Grantor and Grantee have caused this Easement to be executed by persons duly authorized to execute the same effective as of the day and year first above written.

GRANTOR:

UNITED PARK CITY MINES COMPANY, a
Delaware corporation

By: 

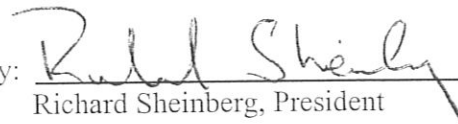
David J. Smith, Authorized Signing Officer

TALISKER LAND HOLDINGS, LLC, a Delaware
limited liability company

By: 
David J. Smith, Authorized Signing Officer

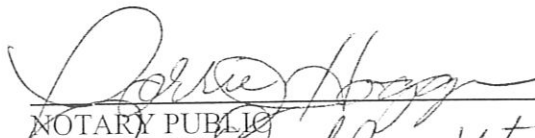
GRANTEE:

SUMMIT LAND CONSERVANCY,
a Utah non-profit corporation.

By: 
Richard Sheinberg, President

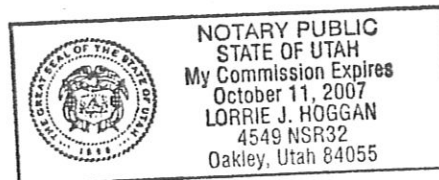
STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 1st day of March, 2007 by
David J. Smith in his capacity as the Authorized Signing Officer of United Park City Mines
Company, a Delaware corporation.


NOTARY PUBLIC
Residing at: Oakley, Utah

My Commission Expires:

10-11-07



STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

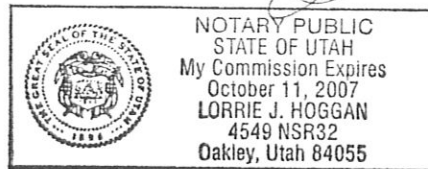
The foregoing instrument was acknowledged before me this 1st day of March, 2007 by David J. Smith in his capacity as the Authorized Signing Officer of Talisker Land Holdings, LLC, a Delaware limited liability company.



NOTARY PUBLIC
Residing at: Oakley, Utah

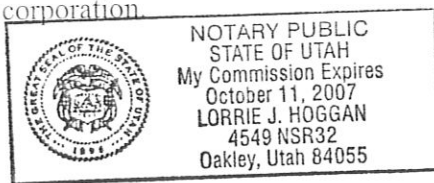
My Commission Expires:

10-11-07



STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 1st day of March, 2007 by Richard Sheinberg, as the President of Summit Lands Conservancy, a Utah non-profit corporation.





NOTARY PUBLIC
Residing at: Oakley, Utah

My Commission Expires:

10-11-07

EXHIBIT A
TO
CONSERVATION EASEMENT

[Insert Legal Description of the Property]

(Attached)

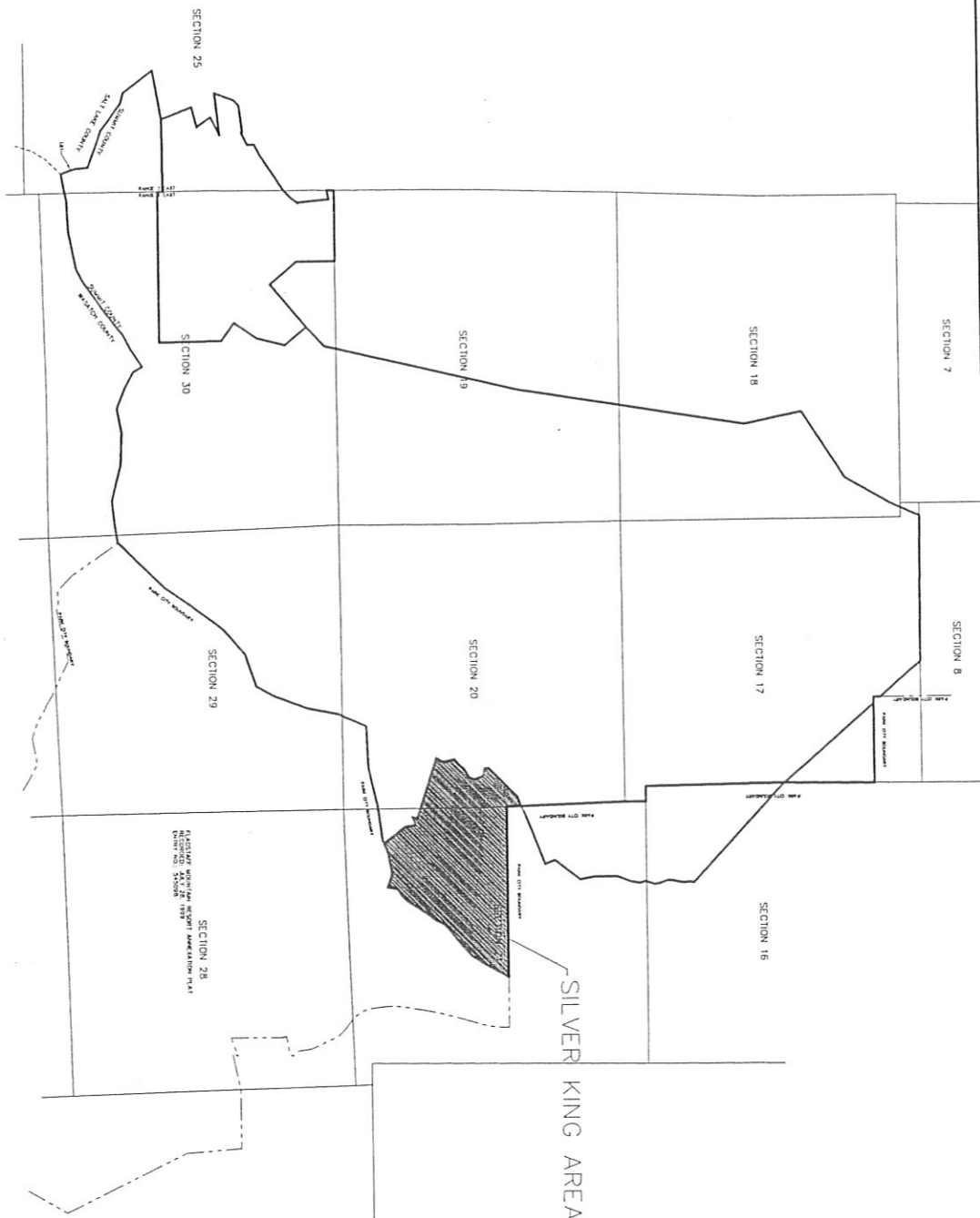
LEGAL DESCRIPTION
SILVER KING AREA CONSERVATION EASEMENT
March 2, 2007

A parcel of land located in the east half of Section 20 and the south half of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more or less described as follows:

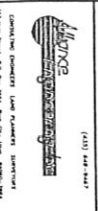
Beginning at a point on the north line of the south half of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the northwestern corner of the Flagstaff Mountain Resort Annexation Plat, recorded July 28, 1999 as entry no. 545098 in the office of the recorder, Summit County, Utah; and running thence along the northwestern boundary of said Flagstaff Mountain Resort Annexation Plat the following twenty-seven (27) courses: 1) South 28°18'45" West 186.56 feet; thence 2) South 29°09'57" West 315.97 feet; thence 3) South 32°04'00" West 296.25 feet; thence 4) South 47°29'30" West 405.07 feet; thence 5) South 50°23'25" West 105.09 feet; thence 6) South 56°00'00" West 94.90 feet; thence 7) South 50°15'25" West 92.50 feet; thence 8) South 40°35'50" West 110.80 feet; thence 9) South 31°30'07" West 96.20 feet; thence 10) South 27°51'51" West 101.60 feet; thence 11) South 38°27'54" West 138.00 feet; thence 12) South 32°00'03" West 159.20 feet; thence 13) South 35°09'16" West 88.70 feet; thence 14) South 56°44'38" West 142.11 feet; thence 15) South 15°21'41" West 116.30 feet; thence 16) South 10°41'54" West 163.49 feet; thence 17) North 71°42'35" West 163.49 feet; thence 18) North 72°00'00" West 94.42 feet; thence 19) South 86°11'16" West 94.42 feet; thence 20) South 77°19'44" West 85.84 feet; thence 21) South 81°11'10" West 122.88 feet; thence 22) South 67°45'58" West 149.28 feet; thence 23) South 64°44'12" West 50.80 feet; thence 24) North 85°19'13" West 26.72 feet; thence 25) North 38°07'58" West 492.94 feet; thence 26) North 10°07'30" West 212.80 feet; thence 27) South 71°23'17" West 141.94 feet; thence 28) North 08°33'57" East 80.65 feet; thence 29) North 71°14'09" West 1185.64 feet; thence 30) North 27°00'44" East 149.76 feet; thence 31) North 13°42'15" West 216.34 feet; thence 32) North 50°17'45" East 117.77 feet; thence 33) North 40°17'45" East 142.11 feet; thence 34) North 58°48'26" East 193.35 feet; thence 35) North 19°44'22" East 106.66 feet; thence 36) North 23°13'01" West 168.03 feet; thence 37) North 73°32'40" West 146.17 feet; thence 38) North 03°13'23" West 78.48 feet; thence 39) North 45°49'43" East 766.88 feet; thence 40) North 69°44'01" East 184.61 feet to the west line of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 21 South 01°49'17" East 266.56 feet; thence along the north line of the south half of said Section 21 South 89°59'59" East 3204.88 feet to the point of beginning.

Description contains 143.40 acres, more or less.

X:\Empire\Docs\Talisker\Desc\258-slvr cons esmt.doc



SILVER KING AREA CONSERVATION EASEMENT



ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 2007 A.D. BY PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS DAY OF 2007 A.D. BY PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS RECORDED THIS 1ST DAY OF FEBRUARY, 2007 A.D. BY PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D. BY MAYOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FIELD AT THE REQUEST OF DATE TIME BOOK PAGE FILE RECORDER
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PLAT NO. 1-1-01 FILE: K:\Empire\Map\Utah\Utah Wildlife Heritage Foundation\1-1-01

WHEN RECORDED, PLEASE RETURN TO:
PARK CITY MUNICIPAL CORP.
CITY ATTORNEY
P O BOX 1480
PARK CITY UT 84060

**Fee Exempt per Utah Code
Annotated 1953 21-7-2**

Recorded this ____ day of
____, 1998 at Book
____ Page # ____

**DEVELOPMENT AGREEMENT BY AND BETWEEN
PARK CITY MUNICIPAL CORPORATION AND POWDR CORP., POWDR
DEVELOPMENT COMPANY, PARK CITY SKI HOLIDAYS, AND GREATER PARK
CITY COMPANY, RELATING TO THE DEVELOPMENT COMMONLY KNOWN AS
THE PARK CITY MOUNTAIN RESORT**

THIS DEVELOPMENT AGREEMENT (Agreement) is entered into this ____ day of
June, 1998, by and between POWDR CORP., a Delaware corporation, POWDR
DEVELOPMENT COMPANY, a Utah corporation, GREATER PARK CITY COMPANY, a
Utah corporation, Park City Ski Holidays, a Utah corporation, and each of their successors in
interest, parent corporations, affiliates, subsidiaries and assigns (collectively, Developer), and
PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah (City).
Developer and City are, from time to time, hereinafter referred to individually as a "Party" and
collectively as the "Parties".

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1998 JUL 21 12:03 PM FEE \$.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

RECITALS

- A. Developer controls the development rights to, owns, or is purchasing approximately
24.92 acres located in Park City as described in Exhibit A attached hereto (the "1997
Master Planned Area"), and has a legal interest (whether by lease, fee title, or
prescription) in certain real property consisting of approximately three thousand five
hundred (3500) acres located in unincorporated Summit, Salt Lake, and Wasatch
Counties as described in Exhibit B and depicted in Exhibit C attached hereto (the "Park
City Alpine Terrain").
- B. Developer intends to develop the 1997 Master Planned Area pursuant to the "Park City
Mountain Resort Base Area Master Plan Study" (Exhibit D) and subject to all conditions
of approval described in Exhibits E and F attached to this Agreement (respectively, the
June 25, 1997 Conditions of Planning Commission Approval and the August 21, 1997

Conditions of City Council approval) (collectively, the "PCMR Concept Master Plan"). City desires to enter into this Agreement to memorialize Developer's commitment to comply with all conditions of approval and to further clarify and memorialize the relationship of the Parties.

- C. City has taken planning actions relating to the development of the 1997 Master Planned Area and the Park City Alpine Terrain which culminated, after a duly noticed public hearing on June 25, 1997, in a unanimous, conditional approval of the PCMR Concept Master Plan.
- D. Developer will contract in reliance on the PCMR Concept Master Plan approval.
- E. City granted development rights and height variations contained in the PCMR Concept Master Plan in exchange for, *inter alia*, development restrictions on both the Open Space designations within the 1997 Master Planned Area and within the Park City Alpine Terrain.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

AGREEMENT

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 this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including its Exhibits.

- (a) "Community Development Director" shall mean the Director of the City's Department of Community Development, or his or her designee.
- (b) "Master Owners' Association" means the Park City Resort Base Area Plaza Association, a Utah non-profit corporation.
- (c) "Parcel" means one of parcels A through E described in the PCMR Concept Master Plan.

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- (d) "Residential Accessory Use" means an approved use for the benefit of Project residents that does not require the use of Unit Equivalents and includes, but is not limited to, the following:

- Health Clubs and Fitness Centers
- Pools, Saunas and Hot Tubs
- Ski Lockers
- Lobbies
- Meeting Rooms
- Storage
- Laundry
- Employee Facilities

- (e) "Residential Support Commercial Use" means a commercial use that is oriented toward the internal circulation of the development, to serve the needs of the residents or users of that development and otherwise meets the definition of a support commercial use found in the 1997 Land Management Code. Residential Support Commercial Uses do not require the use of Unit Equivalents.

- (f) "Resort Accessory Use" means an approved use for Developer's winter and summer operations that does not require the use of Unit Equivalents. Resort Accessory Uses include the following, as well as other uses that are not listed below but which qualify as "accessory" because they are clearly incidental to and customarily found in connection with the principal building or use and are operated and maintained for the benefit or convenience of the owners, occupants, employees, customers or visitors to the principal building or use:

- Information/Lost and Found
- Maintenance Facilities
- Mountain Patrol
- Mountain Administration
- Mountain Patrol Medical Facilities
- Base Day Lodge and Food Service
- Public Lockers
- Public Restrooms
- Horseback Riding and Stables

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Mountain Bike Rental, Repair, and Sales
 Ski/Snowboard (etc) Repair, Rental and Sales
 Ski School/Skiwee/Kinderschule/Day Care
 Ticket Sales
 Summer Recreation Facilities
 Public Convention Facilities

(g) "Unit Equivalent"

Unit Equivalent

Configuration	Unit Equivalent
Motel room, not exceeding 500 square feet, including bathroom areas, but not corridors outside of room	.25
Hotel suite, or one bedroom apartment not exceeding 650 square feet, including bathroom areas, but not corridors outside of room	.33
One bedroom or studio hotel room, condominium, or two bedroom hotel suite or condominium, not exceeding 1,000 square feet	.50
Condominium or hotel suite of any number of rooms, not exceeding 1,500 square feet	.75
Condominium of any number of rooms, not exceeding 2,000 square feet	1.00

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Configuration	Unit Equivalent
Condominium of any number of rooms, not exceeding 2500 square feet.	1.33
Condominium of any number of rooms, in excess of 2,500 square feet	1.50
Commercial spaces (approved as part of Master Plan Approval), for each 1,000 square feet of gross floor area, exclusive of common corridors, or for each part of a 1,000 square foot interval	1.00

- (1) Within a hotel or condominium project with front desk nightly rental, up to 5% of the total floor area may be dedicated to meeting rooms and an additional 5% for support commercial, areas without requiring the use of a unit equivalent of commercial space.
- (2) Circulation spaces including lobbies inside or outside of units do not count as floor area of the unit, or as commercial unit equivalents
- (3) Where the unit configuration fits one of the above designations, but the square footage exceeds the footage stated for the configuration, the square footage shall control, and the unit equivalent for that size unit shall apply.
- (4) The Developer shall have the right to make its election of how to apply the unit equivalency within individual building projects. An election of the final unit configuration must be made at the time the application for final site plan is submitted, and the election of unit mixes is part of the conditional use process that the final site plan is reviewed under.
- (5) For purposes of calculating unit equivalency, "condominium" means a residential unit, which is designed to maximize its potential for continuous use as nightly lodging. Such design shall include the provision of front desk accommodation services and lockout units within a minimum of 80% of the units containing more than one bedroom attributed to each Parcel.

Section 2. OBLIGATIONS OF DEVELOPER

2.1 Conditions of Approval

Developer accepts and shall comply with all impact, connection and building fees currently in effect, or as subsequently enacted in a generally applicable fee ordinance, all subject to the provisions in ¶2.1.15 herein, and all conditions of approval imposed by the City in connection with the approval of the PCMR Concept Master Plan, including, but not limited to:

2.1.1 The approval includes and incorporates the "PCMR Base Area Master Plan Study" which details volumetrics, horizontal and vertical articulation, maximum square footage of each building, streetscapes, and architectural and design guidelines, all of which are integral to this plan. Large Scale Master Plan approval is conceptual in nature. Each Parcel is subject to conditional use (Small-Scale MPD) review by the Planning Commission. Site specific proposals must substantially conform to the approved PCMR Concept Master Plan. The square footages and unit equivalents are maximums that the Planning Commission may consider during site specific review. The maximum square footages and the volumetrics as described in the PCMR Base Area Master Plan Study are the maximum square footages and volumetrics permitted for each development Parcel. The 1997 Master Planned Area shall not exceed the permitted density of 491.78 Unit Equivalents (excluding support commercial, underground public convention and meeting space). If the Planning Commission approves less than the maximum square footages outlined in the PCMR Base Area Master Plan Study for any given Parcel, that square footage will not be transferred to another Parcel.

2.1.2 The volumetrics outlined in the PCMR Base Area Master Plan Study are intended to communicate to potential developers that building height and facade variation are critical components of this project. The volumetrics represent maximums that can be achieved on any given Parcel. The vertical and horizontal articulations that are specified in the volumetrics are

minimums that must be met. If a proposed building does not fill the volumetrics, the minimum roof and facade shifts set out in the Design Guidelines and Volumetrics of the PCMR Base Area Master Plan Study must be present in the reduced structure.

2.1.3 Final site planning to the satisfaction of the Planning Commission is required for each Small Scale MPD that shall include landscaping, streetscape details and finalization of the design guidelines for the buildings. Lighting standards shall be consistent with the standards in effect at the time of application for building permits. If the architectural design guidelines (such as materials, color and fenestration) for Park City become more restrictive in the future than those for this project, the more restrictive guidelines shall apply, but not to the extent that they negatively affect the structural engineering of the project. The final site planning shall orient delivery; service and trash access away from existing residential uses whenever possible. The bridges shown on the preliminary site plan are conceptual only and have not been granted specific approval. The Planning Commission may decide that alternative methods for providing the necessary pedestrian links are more desirable than the bridges depicted in the Concept Master Plan.

2.1.4 Developer has rezoned and partially re-subdivided the 1997 Master Planned Area. Additional re-subdivision will follow. The Planning Commission and City Council shall review and take action on re-subdivision applications as submitted. Construction of the development contemplated by the PCMR Concept Master Plan can move forward only if and when each pertinent re-subdivision is approved by the City Council. At Developer's request, the City has subdivided Parcel A. Developer agrees that Parcel A-1 will be developed first and that Parcels A-2 and A-3 shall be developed as "additional land" (as such term is used in the Condominium Ownership Act, U.C.A. §57-8-1 et. seq.) to the condominium project consisting initially of Parcel A-1.

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- 2.1.5 Neither the City nor the Developer owns the current Bus Drop off Area at the Resort Center. The Bus Drop off Area must be improved, and the Bus Drop off Easement attached hereto as Exhibit G must be executed, prior to any building permit.
- 2.1.6 The Developer has submitted, and the City has approved, a detailed phasing plan attached hereto as Exhibit H.
- 2.1.7 As a part of the phasing plan, the Developer has proposed construction management practices. More detailed construction mitigation plans, to the reasonable satisfaction of the Chief Building Official, are required for each Parcel, as it is proposed for development. At a minimum, those Parcel-specific construction management plans shall address the following:
- Days of the week and hours when construction is permissible
 - Routing of construction traffic so that adjacent residential streets are not affected
 - Material stockpiling and staging on site
 - Parking of construction vehicles
 - Maintenance of pedestrian ways and trails during construction
 - Recycling of construction waste, including the minimizing of off-site soil/material transport.

Reasonable financial security will be required to ensure compliance with each Construction Mitigation Plan.

- 2.1.8 Developer has formed a Master Owners' Association for the 1997 Master Planned Area. The Association shall be responsible for, and shall ensure to the reasonable satisfaction of the City Attorney, the maintenance of all landscaping, streetscape and plaza improvements, pedestrian pathways and trails and other public amenities that are a part of the PCMR Concept Master Plan. The Master Owners' Association shall coordinate recycling, snow removal and maintenance with the existing associations in the Resort Center. Under all circumstances, the Developer is ultimately responsible for the foregoing obligations of the Master Owners' Association.

- 2.1.9. The Developer shall upgrade utilities, as the City Engineer deems reasonably necessary for the development of the Concept Master Plan. These upgrades shall be consistent with the application of these standards throughout the City. Developer shall provide financial assurance as the City Engineer deems reasonably necessary to secure the completion of public improvements contemplated by the PCMR Concept Master Plan.
- 2.1.10. Concurrent with the review of the Small Scale MPD (CUP) for each building, the Developer shall satisfy fire protection requirements attached hereto as Exhibit I. If building height or square footage is required to be decreased as a result of meeting the fire protection requirements that square footage shall not be transferred to another Parcel.
- 2.1.11. The proposed employee housing shall comply with Section 2.2 herein.
- 2.1.12. The Developer shall comply with the traffic mitigation plan attached hereto as Exhibit J.
- 2.1.13. The Developer shall comply with the parking mitigation plan attached hereto as Exhibit K. This plan shall be reviewed and modified, if necessary, as a part of the Small Scale MPD (CUP) for each phase to evaluate transit alternatives and demonstrated parking needs. If, in practice, the parking mitigation plan fails to adequately mitigate peak day parking requirements, the City shall have the authority to require the Resort to limit ticket sales until the parking mitigation plan is revised to address the issues. The intent is that any off-site parking solution include a coordinated and cooperative effort with the City, other ski areas, the Park City School District, Summit County, and the Park City Chamber/Bureau to provide creative solutions for peak day and special event parking.

2.1.14 Development Exclusion.

Developer shall not promote, encourage, nor allow (to the extent of Developer's current, and if increased, future, legal rights) in the, the Shadow Lake Lease Area, the Thaynes Mining Reservation Area, or the Development Exclusion Area

depicted within the Park City Alpine Terrain (Exhibit C), residential development of any kind nor any commercial nor industrial development which customers will primarily access by rubber tired vehicles. Developer contemplates on-mountain commercial facilities such as restaurants and other services which accommodate individuals engaging in recreational activity on the Park City Alpine Terrain. This Agreement does not prohibit the transfer of base densities from the Park City Alpine Terrain to other suitable locations in unincorporated Summit County. Further, most of the Development Exclusion Area is held under ski leases by GPCC, which reserve development rights in United Park City Mines (UPCM) and others. GPCC holds rights of first refusal in lease lands for which the owner receives a *bona fide* offer of sale. GPCC agrees immediately to notify Park City Municipal Corp. of the fact and substance of any offer to purchase which triggers GPCC's right of first refusal to purchase lease lands; and to the extent allowed by the current leases agrees to cooperate with Park City Municipal Corp. to exercise such right of first refusal prior to the expiration of the first right of refusal period described in the leases by a party, which is or will become bound by these Development Exclusions. GPCC further agrees that it will not amend any of its leases involving lands within the Park City Alpine Terrain to reduce or exclude land that is presently subject to this Agreement. The Parties agree that nothing in this subsection is intended to adversely affect lessor's rights in the leases.

- 2.1.15. Developer has chosen to mitigate additional impacts associated with developing the PCMR Concept Master Plan by paying impact fees (consistent with *Banberry Development Corp. v. South Jordan*, 631 P.2d 899 (Utah 1981)) in lieu of off-site improvements. Developer's commitment to payment of such impact fees is contractual in nature and will be assessed proportionally, prior to issuance of building permits, regardless of fluctuations in state law pertaining to the City's regulatory authority to impose impact fees. The City agrees to incorporate the substance of this subsection in all subsequent development agreements associated with similarly situated projects.

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2.2 Employee Housing

Developer shall construct or provide deed restricted off-site housing for 80 PCMR employees on or before October 1, 2003.¹ The rental rate (not including utilities) for the employee housing will be determined by the City Council Housing Resolutions Establishing Guidelines and Standards, but will not exceed 1/3 of the employee's base gross wages. The rental rate shall be assured in perpetuity through deed restrictions in form and substance satisfactory to the City. Developer must commence construction or complete the purchase of housing to accommodate 80 employees within 90 days of receiving a Small Scale MPD which, in combination with previously granted Small Scale MPDs, represent approvals for a total of 50% of the total square footage of the Concept Master Plan. Developer must work expeditiously to complete the employee housing project(s). In no case shall Small Scale MPDs, which represent approvals for a total of 60% of the Small Scale MPDs within the PCMR Concept Master Plan, be issued until the required housing is available for occupancy. Park City will provide Developer a letter of compliance when it fulfills this requirement.

2.3 Ski Operations Improvements

The Developer has submitted a Mountain Upgrade Plan, which is attached hereto as Exhibit L. Development of the skiing and related facilities as identified in the Mountain Upgrade plan is a conditional use within the City limits and is a subject to administrative review² and approval or rejection for improvements visible from vantage points within the City limits prior to application to Summit County for any necessary County permit. Within the areas shown on the view shed Area map, Exhibit M, the Developer shall notify the Community Development Director of the proposed project and shall submit a plan detailing the proposed location of the alignment and scope of the proposed undertaking will be submitted with such notification. The Developer and the Community Development Director shall discuss the project and the potential

¹ If there is a downturn in the market, and the Developer fails to obtain approval for 60% of the Small Scale MPDs within the PCMR Concept Master Plan, on or before October 1, 2003, Developer shall, at a minimum acquire, by lease or by purchase its proportionate obligation to produce employee housing, and shall offer such housing to employees at a price at or below Park City's applicable affordable housing rates and standards. For example, if only 40% of the Small Scale MPDs have been approved by October 1, 2003, Developer shall provide housing for 32 PCMR employees at the lesser of the City's Affordable Housing rate or no more than 1/3 of the employee's monthly income. Once Developer ultimately achieves the 60% Small Scale MPD approval, it must provide deed restricted housing for all 80 employees as detailed above.

² Developer shall have a right of appeal pursuant to the Land Management Code of any denial of an administrative permit for Ski Operations Improvements.

impacts of the project to Park City including its visibility, re-vegetation plan and erosion control proposal. The following Standards shall apply to the Community Development Director's review:

- 2.3.1. Consistency with the Mountain Upgrade plan. The selection of lift transportation type shall be at the sole discretion of the Developer.
- 2.3.2. The Community Development Director may identify certain techniques as identified in the Park City Mountain Resort Resource Management Plan - Visual Management Guidelines to mitigate any impact to the view shed. The techniques include realignment, re-vegetation, and special silvicultural treatments between ski spaces to achieve the necessary blending. Traditional openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible. Interconnected ski spaces of variable width and length, which are linked together in the fall-line to take advantage of the natural open spaces and vegetative conditions, islands and glades, natural or natural appearing trail edges, are preferred. 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.
- 2.3.3. Ski run lighting shall be consistent with the Park City lighting standards. Glare shall be minimized to the greatest extent possible.
- 2.3.4. Lift towers shall be painted or otherwise treated to blend with the natural surroundings. The color black, as currently used on the Payday Lift, is considered to be the most appropriate. Other colors may be appropriate that are consistent with low contrast with the surrounding vegetation and terrain. Galvanized lift equipment shall be treated to minimize reflectivity.
- 2.3.5. Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the Park City Mountain Resort Resource Management Plan - Vegetation Management Plan and Re-vegetation Guidelines. 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.

- 2.3.6. **Parking.** At all times Developer shall assure that it has adequate parking or has implemented such other assurances, as provided in the Parking Mitigation Plan, to mitigate the impact of any proposed expansion of lift capacity.

Upon Developer's compliance with the preceding standards, Developer shall apply to Summit County to issue a permit, consistent with the Community Development Director's approval, to proceed with Ski Operations Improvements within the unincorporated portions of the Viewshed Area. Ski Operations Improvements within the City limits shall comply with all applicable laws.

Section 3. DEVELOPMENT OF THE 1997 MASTER PLANNED AREA

- 3.1 **Vested Right to Develop.** Developer has a vested right to develop the 1997 Master Planned Area in accordance with the PCMR Concept Master Plan, which details volumetrics, horizontal and vertical articulation, maximum square footage of each building, streetscapes, and architectural and design guidelines, all of which are integral to this plan. Each Parcel is subject to Small-Scale MPD/conditional use review by the Planning Commission. Site specific proposals must substantially conform to the approved PCMR Concept Master Plan. The maximum square footages, unit equivalents and volumetrics as described in the Park City Mountain Resort Base Area Master Plan Study are the maximums permitted for each development Parcel. The overall project shall not exceed the permitted density of 491.78 Unit Equivalents (excluding support commercial, underground public convention and meeting space). If the Developer submits, or the Planning Commission approves (based on criteria in the Concept Master Plan), less than the maximum square footages outlined in the Park City Mountain Resort Base Area Master Plan Study for any given Parcel, that square footage will not be allowed to be transferred to another Parcel. The volumetrics outlined in the Park City Mountain Resort Base Area Master Plan Study communicates to potential developers that building height and facade variation is critical components of this project. The volumetrics represent maximums that can be achieved on any given Parcel. The vertical and horizontal articulations that are specified in the volumetrics are

minimum articulations that must be met. If a proposed building does not fill the approved volumetrics, then the minimum roof and facade shifts that are set out in the Design Guidelines and Volumetrics must be present in the reduced structure (i.e. the structure is reduced from the bottom up). It is solely within the Developer's discretion to submit for approval a structure that underutilizes the maximum unit equivalents or square footages for a particular structure. The Planning Commission may approve a Small Scale Master Plan for less than the stated maximum unit equivalents or square footages for any of the development Parcels in each of the following circumstances: 1) the Developer proposes the plan; or 2) the Planning Commission finds that the Developer's proposed plan does not comply with the PCMR Concept Master Plan.

- 3.2 Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height, bulk and size of proposed structures, provisions for reservation or dedication of land for public purposes and location of public improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in the PCMR Concept Master Plan and are more particularly described as follows:

3.2.1. **Parcel Square Footage Allowance Table**

Parcel	Gross Resi. Sq.Ft.	Res. Support Comm. & Accessory Use @ 10%	Accessory Use to Resort Operation	Retail/ Comm.	Total (2)
A	287000	28700	35000	(1)	350810
B	294000	29400		(1)	323519
C	159000	15900	18000	(1)	192963

Parcel	Gross Resi. Sq.Ft.	Res. Support Comm. & Accessory Use @ 10%	Accessory Use to Resort Operation	Retail/ Comm.	Total (2)
D	93000	9300		(1)	102338
E	141000	14100	32000	(1)	187157
TOTAL	974000	97400	85000		1156787

(1) If there are retail/commercial uses other than Support Commercial or Accessory uses they will require a proportionate reduction in the square footage that is allocated for the other uses in this table.

(2) Building square footage does not include Resort Accessory Uses, mechanical, maintenance or storage space that may be located below grade or parking as shown in the Concept Master Plan.

(3) Underground public convention and meeting space is allowed in addition to the total Parcel square footage allowance.

3.2.2. **Maximum Unit Equivalents:** Developer is entitled to a maximum of 491.78 unit equivalents.

3.2.3. **Volumetrics:** The specific volumetrics, including Design Intent, Approval Criteria and Assumptions for Parcels A, B, C, D, E, and the Arcade are set forth in detail, and incorporated herein by reference, on Pages 122 through 148 of the Park City Mountain Resort Base Area Master Plan Study.

3.3 State and Federal Laws. Nothing in this Agreement shall limit the future exercise of the police power of the City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement.

Notwithstanding the retained power of the City to enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in §§3.1-3.2 if the City demonstrates a compelling, countervailing public interest to override the vested rights doctrine. Any such proposed change affecting the vested rights of the Developer shall be of general application to all development activity within the RC zone.

Section 4. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

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

Section 5. IMPLEMENTATION OF THIS AGREEMENT

- 5.1 Processing and Approvals. Site specific plans shall be deemed proposed Small Scale Master Plans pursuant to Section 1.14(a) of the Park City Municipal Corporation Land Management Code (or its equivalent) and shall be subject to the conditional use permit process as set forth in the Park City Municipal Corporation Land Management Code. City shall review and approve or deny site-specific plans according to the Concept Master Plan and the Land Management Code. City shall process and take action on Developer's applications for land use permits and approvals with due diligence.
- 5.2 Cooperation in the Event of Legal Challenge. If any third party challenges the validity of or, any provision of the PCMR Concept Master Plan or the height exception for the Concept Master Plan the parties shall cooperate in defending such action or proceeding and Developer shall indemnify and shall hold City harmless for any expense generated from such challenge.

Section 6. GENERAL PROVISIONS

- 6.1 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 the land comprising the Property and the Development Exclusion Area. 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.

6.2 Transfer of Property. Developer shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Agreement or in the Property to third parties acquiring an interest or estate in the Property or any portion thereof. Developer's obligations under this Agreement by its assignee or transferee shall not relieve Developer of any responsibility or liability to the expressly assumed obligation. Developer shall provide notice of any proposed or completed assignment or transfer. If Developer transfers all or any portion of the property to any person or entity, the transferee shall succeed to all of Developer's rights under this Agreement as they affect the right to proceed with development of that portion of the Property transferred to the transferee. As portions of the Property are sold, Powdr Corp., Powdr Development Corp., or GPCC may ask the City to apportion their obligations to a successor or to multiple successors in interest. To the extent the City believes that the successor in interest has adequate resources to secure the City's rights in this Agreement, or some portion thereof, the City shall release the Developer from its proportionate residual liability under this Agreement.

6.3 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties that: (1) the subject development is a private development; (2) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and (3) nothing contained herein shall be construed as creating any such relationship between City and Developer.

Section 7. MISCELLANEOUS

7.1 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.

- 7.2 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.
- 7.3 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, then, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the parties, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.
- 7.4 Construction. This Agreement has been reviewed and revised by legal counsel for both Developer and 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.
- 7.5 Notices. Any notice or communication required hereunder between City and Developer 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 party 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:

00513070 Bk01166 P600395

If to City to:

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

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

If to Developer to:

Powdr Development Company.
P.O. Box 39
Park City, Utah 84060

Copy to:
Stephen D. Swindle, Esq.
Van Cott, Bagley, Cornwall & McCarthy
50 South Main Street #1600
Salt Lake City, Utah 84144

- 7.6 No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other party shall have any right of action based upon any provision of this Agreement.
- 7.7 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 22 pages, including notary acknowledgment forms, and in addition, thirteen (13) 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 | Legal Description of 1997 Master Planned Area |
| Exhibit B | Legal Description of Park City Alpine Terrain |
| Exhibit C | Depiction of Park City Alpine Terrain, with Development Exclusion Areas |

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Exhibit D	Park City Mountain Resort Area Master Plan Study
Exhibit E	June 25, 1997 Conditions of Planning Commission Approval
Exhibit F	August 21, 1997 Conditions of City Council Approval
Exhibit G	Bus Drop Off Easement
Exhibit H	Phasing Plan
Exhibit I	Fire Protection Requirements
Exhibit J	Traffic Mitigation Plan
Exhibit K	Parking Mitigation Plan
Exhibit L	Mountain Upgrade Plan
Exhibit M	Viewshed Area Map

- 7.8 Attorneys' Fees. The prevailing party shall be awarded its attorneys' fees and costs to enforce the terms of this agreement.
- 7.9 Duration. This agreement shall continue in force and effect until all obligations hereto have been satisfied. The PCMR Concept Master Plan 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 years of inaction, unless extended for up to two years by the Planning Commission.

IN WITNESS WHEREOF, this Agreement has been executed by the City of Park City, acting by and through its City Council as of the ___ day of June, 1998.

Park City Municipal Corporation

By: Charles P. Klingenstein
Charles P. Klingenstein, Mayor Pro Tem

ATTEST: City Clerk

By: Janet M. Scott
Janet Scott, City Recorder



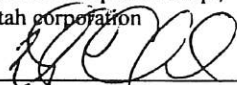
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Approved as to Form:


Jodi Hoffman, City Attorney

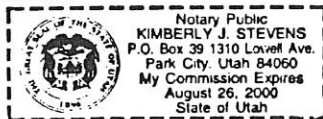
DEVELOPER:

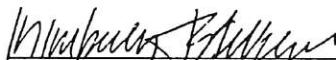
Powdr Development Corp.,
a Utah corporation


By: Douglas Clyde, President

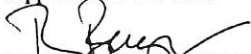
STATE OF UTAH)
SS
COUNTY OF Summit

The foregoing Agreement was acknowledged before me this 25 day of June, 1998 by Douglas Clyde, President of Powdr Development Corp., who executed the same on behalf of said corporation.

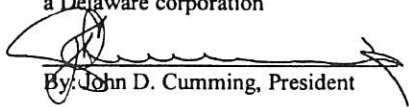



NOTARY PUBLIC

Approved as to Form:


Tom Berggren, Counsel to Powdr Development Corp

Powdr Corp.,
a Delaware corporation

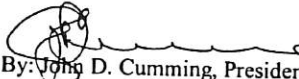

By: John D. Cumming, President

Approved as to Form:


Tom Berggren, Counsel to Powdr Corp

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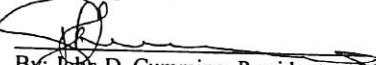
Greater Park City Corp.,
a Utah corporation


By: John D. Cumming, President *Greater Park City Corp*

Approved as to Form:


Tom Berggren, Counsel to Greater Park City Corp

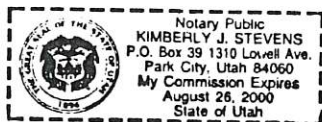
Park City Ski Holidays,
a Utah corporation


By: John D. Cumming, President and General Manager
Approved as to Form:


Tom Berggren, Counsel to Park City Ski Holidays

STATE OF UTAH)
 SS
COUNTY OF *Summit*)

The foregoing Agreement was acknowledged before me this 25 day of June, 1998 by John D. Cumming, President of Powdr Corp., Greater Park City Company, and Park City Ski Holidays, who executed the same on behalf of said corporations.




NOTARY PUBLIC

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